

# **NEGOTIATED AGREEMENT**

# **BETWEEN**

# THE OTTAWA HILLS EDUCATION ASSOCIATION

## AND

THE OTTAWA HILLS BOARD OF EDUCATION

**JANUARY 1, 2015 – DECEMBER 31, 2017** 

# NEGOTIATED AGREEMENT BETWEEN THE OTTAWA HILLS EDUCATION ASSOCIATION AND THE OTTAWA HILLS BOARD OF EDUCATION

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**JANUARY 1, 2015 - DECEMBER 31, 2017** 

**ARTICLE I: RECOGNITION** 

#### A. RECOGNITION

The Ottawa Hills Board of Education recognizes the Ottawa Hills Education Association (OHEA), an affiliate of the Ohio Education Association and the National Education Association, as the exclusive bargaining representative of all certificated personnel required to pay into the State Teachers' Retirement System, excluding administrative personnel and substitute teachers, for purposes of collective bargaining within the scope of Chapter 4117, Ohio Revised Code.

#### B. MANAGEMENT RIGHTS

The Association recognizes the Board as the legally elected body which, by law has the final authority and responsibility of establishing the policies for the Ottawa Hills Local School District and as the employer of all personnel of the school system.

The Board hereby retains and reserves unto itself, except as limited by the terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio, and of the United States including the rights specified in 4117.08(C) of the Ohio Revised Code. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain employees in positions, suspend, demote, discharge, remove or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or other legitimate reasons, to determine the methods, means, employees or persons by which Board operations shall be conducted, to direct the schedule, shift, and location of the work of employees so that the Board may operate in the most efficient manner, except as limited by the terms of this Agreement. All management rights are retained by the Board, including the sole and exclusive right to manage its operation, buildings, and facilities and to direct the work force including the rights specified in 4117.08[C] of the Ohio Revised Code, except as limited by the terms of this Agreement.

#### C. FAIR SHARE FEE

- Fair Share Fee shall be an exclusive right conferred upon the Association as the exclusive bargaining agent. Each bargaining unit member upon employment and re-employment shall annually either:
  - a. Sign and deliver to the Association an application for Association membership, and unless annual dues are paid by cash, check, or money order, or other approved method, sign and deliver to the Association an authorization to the Board for payroll deduction of Association membership dues, fees and assessments. The Board, upon written notice from the president of the Association that a bargaining unit member has terminated membership, shall forthwith commence the check-off of the representative fee and assessments with respect to the former Association member, and the amount of the fair share fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments less the amount of Association annual dues previously paid through payroll deduction;
  - b. In lieu of becoming a member of the Association, the Board shall check-off and deduct from the wages of the bargaining unit member and pay to the Association an annual representation fee.
- 2. All contracts of employment for positions in the bargaining unit shall contain the following language:
  - "This contract of employment is subject to the Master Contract between the Board and the Association, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Fair Share Fee provisions contained in the Master Contract, that I will, if I elect not to become, or remain, a member of the Association, pay to the Association the lawfully prescribed annual representation fees and assessments for service and benefits to be conferred upon me by the Association directly attributable to its representation as my exclusive bargaining agent during the term of my employment by the Board."
- 3. The President of the Association shall within thirty [30] days of official adoption of a uniform assessment fee certify to the Board the amount of the uniform assessment fee.
- 4. The Board upon receipt of the certification of the amount of representation fee and/or assessments shall automatically begin payroll deduction of the representation fee and/or assessments from the pay of every bargaining unit member that is a non-member of the Association and is currently employed in the bargaining unit. The Board shall transfer such fee and/or assessments to the Treasurer of the Association within five [5] work days of deduction. The representation fee payroll deduction shall be equally divided over the bargaining unit members' pay periods beginning with the bargaining unit members' first paycheck of the employment year and lasting through the remaining pay periods for that employment year. The

assessment fee payroll deduction shall begin with the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members. The remaining payment of the fair share fee dues of the fair share fee participant shall be equally deducted from the remaining pay periods of that participant for that employment year. The failure or refusal of the Treasurer to deduct the representation fee and/or assessments shall not relieve the employee of his/her liability to the Association for the amount of their presentation fee and assessments.

- 5. Upon the effective date of the Agreement, the Board and Association shall jointly notify, in writing, each bargaining unit member of this Fair Share Fee Agreement. Such notice shall have attached thereto a copy of the exact language of this Agreement. The Board shall payroll deduct their presentation fee and/or assessments in accordance with this Section of this Agreement and shall advise each member of the bargaining unit of his/her right to challenge the amount of said fee in accordance with federal law and as required by Section 4117.09 (C) of the Ohio Revised Code.
- 6. The Association certifies to the Board that an internal rebate procedure shall be established in accordance with Section 4117.09 (C) of the Revised Code, and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of the members of the bargaining unit and that such procedure and posting shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- 7. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - a. The Board shall give a ten (10) day 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 and the Board mutually agree upon counsel to represent and defend the employer;
  - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action:
  - d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply [except due to court order or misapplies] such fair share fee provisions herein.

#### D. **NEGOTIATIONS**

- Negotiations will be governed by provisions of Chapter 4117 of the Ohio Revised Code, except that negotiations taking place during the term of the Master Agreement shall take place pursuant to the provisions of Article I, Section D, Number 2.
- 2. If at any time during the life of this Agreement, the Board of Education or the Ottawa Hills Education Association wishes to address an issue that affects wages, hours, terms, and other conditions of employment, the Board or Association will first forward the issue in writing to the Professional Review Committee, in which both parties will make a good faith effort to discuss the issue and find a solution. If that effort results in a recommended solution, by a three-fourths majority, the recommendation will be submitted to the Ottawa Hills Education Association for approval and to the School Board for approval. If no recommendation is reached or if either organization fails to approve a recommendation, then both parties may agree to open negotiations, limited to the specific issue. Should the parties agree to open mid-term negotiations but fail to reach agreement within 30 days, the Board may not implement its last proposal to the Association but may require the Association to submit all unresolved issues raised during mid-term negotiations to binding issue arbitration pursuant to Article II, Section C, Step Four of the Grievance Procedure.

#### E. PROFESSIONAL REVIEW COMMITTEE

The Administration and the Association agree to form a professional review advisory committee to meet at least once each month only during the school year to discuss matters of mutual concern. Each party shall assign four (4) members to this committee and all meeting arrangements will be made by mutual consent. When possible, two (2) of the Association members shall be staff members from the elementary school, and two (2) shall be staff members from the junior/senior high school. The chair of this committee will rotate on a yearly basis between the Administration and the Association. As a matter of general principle, contract enforcement, i.e., grievances, and items specifically included in the negotiated agreements fall outside the scope of authority of the PRC except as otherwise specifically provided in Section D 2 above. Other concerns from individual buildings and/or building members will only be considered if they have first been discussed with the building staff and they have been unable to reach a satisfactory resolution. All other matters of mutual concern may be agenda items for the PRC. In addition, the Committee will provide input to the Board concerning the adoption of new policies or revisions of existing policies that affect teachers in their assigned duties but are not an addition to, deletion from, or modification of the existing contract between the Board and the Association. Policies so pertaining may be brought to the Committee for discussion and study by either the Association or the Administration.

#### F. BOARD POLICY BOOKS

Every member of the bargaining unit employed by the Ottawa Hills Board of Education will have access to an electronic copy of "Board Policies for Teachers." Any policies changed during the school year will be emailed to employees following final Board action. In addition, one copy of the Board Policy book will be provided to the OHEA president.

#### ARTICLE II: GRIEVANCE PROCEDURE

#### A. PURPOSE

The Ottawa Hills Local Board of Education and the Ottawa Hills Education Association recognize that in the interest of effective personnel relations, a procedure is necessary whereby professional staff members can be assured of a prompt hearing and a fair settlement of their grievances.

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances.

#### B. GENERAL

<u>Grievance</u> A claim by a bargaining unit member, a group of professional staff members whose grievance claim is identical, or the Association involving an alleged misinterpretation, violation, or misapplication of any of the provisions of negotiated agreements, Board of Education policies, or individual teacher contracts.

<u>Grievant</u> The person, persons, or the Association filing the grievance.

<u>Days</u> All weekdays except Saturdays, Sundays, school holidays, summer, winter and spring breaks.

<u>Withdrawal of Grievance</u> A grievance may be withdrawn at any step without prejudice.

<u>Third Party</u> If the grievant desires, he/she may be accompanied by an O.H.E.A. and/or O.E.A. representative at all steps.

<u>Reprisal</u> The procedure shall be available to all professional staff members, and no reprisals of any kind shall be taken against a person initiating or participating in a grievance procedure. The fact that a teacher files a grievance shall not be recorded in his personnel file, or in any file or record utilized for promotion or for employment recommendations.

Alternate Procedure A grievance that falls outside the scope of the authority of the building principals or by a group of teachers from more than one building may be initiated at Step Two of the Grievance Procedure. The written grievance shall be on a standard form containing a statement of the provision(s) allegedly violated, misinterpreted or misapplied, and shall be filed within twenty (20) days after the action giving cause for the grievance.

The grievant(s) are encouraged to informally discuss the grievance with the Superintendent before filing the written grievance.

#### C. PROCEDURE

Informal Step Any professional staff member or group of professional staff members having a grievance must first discuss the grievance with the building principal within fifteen (15) days after the action giving rise to the grievance. The grievant has the right to be accompanied by a Third Party as defined above at any step of the grievance process.

Step One If the discussion does not resolve the grievance to the satisfaction of the grievant, the grievant shall have the right to lodge a written grievance with the building principal within twenty (20) days after the informal step meeting. The written grievance shall be on a standard form and shall contain a statement of facts upon which the grievance is based and a reference to the specific provision of the negotiated agreement, Board of Education policy, or individual teacher contract, allegedly violated or misapplied. The grievant shall have the right to request a hearing before the building principal. The request shall appear on the grievance form, and a hearing shall be conducted within five (5) days after the receipt of the request. The hour and day of the hearing shall be by mutual consent and at a place agreed upon by both parties.

The building principal shall take action on the written grievance within five (5) days from receipt of the grievance or five (5) days after the hearing, if applicable. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Ottawa Hills Education Association, and the Superintendent.

Step Two If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, or the principal does not have the authority to resolve the grievance, the grievant shall request, in writing, a hearing with the Superintendent within five (5) days of receipt of the principal's disposition of the grievance. A hearing shall be conducted by the Superintendent within five (5) days after receipt of the request. The hour and day of the hearing shall be by mutual consent and at a place agreed upon by both parties.

The Superintendent shall take action on the appeal of the grievant within five (5) days after the hearing is held,. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Ottawa Hills Education Association, and the building principal.

A grievance arising from a claimed violation, misinterpretation, or misapplication of a provision or provisions of this Agreement that falls outside the scope of the authority of the building principals or by a group of teachers from more than one building may be initiated at Step Three of the Grievance Procedure. The written grievance shall be on a standard form containing a statement of the provision(s) allegedly violated, misinterpreted or misapplied, and shall be filed within twenty (20) days after the action giving cause for the grievance. The grievants are encouraged to informally discuss the grievance with the Superintendent before filing the written grievance.

Step Three - Mediation If the Association is not satisfied with the Step Two answer, it may, within ten (10) days of the filing of the Step Two answer, advance the grievance to Federal Mediation and Conciliation Service (FMCS) by giving written notice to the Superintendent. The parties will jointly contact the local FMCS office to request the services of a mediator. If the parties do not agree on the mediator, then they will request that the FMCS appoint one. The parties will make every effort to have a mediation session scheduled within ten (10) workdays of the request to the FMCS. If the parties agree to the solution reached with the help of the FMCS mediator, then that solution will be reduced to language and filed with the superintendent and the Association.

Step Four – Arbitration If the grievant(s) and the Association are not satisfied with the Step Three results, the Association may, within twenty (20) days of the conclusion of the mediation, advance the grievance to arbitration by giving simultaneous written notice of such appeal to the Federal Mediation and Conciliation Service (FMCS) and the Superintendent. Upon receipt of the required notice of arbitration, the Superintendent and the Association shall confer. The arbitrator shall be selected according to the alternate strike method and in no case shall he/she be selected more than ten (10) days after receipt by the parties of a list of arbitrators from the FMCS.

Arbitrator's Decision and Compensation The arbitrator will render a decision in writing within thirty [30] days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him/her and his/her decision, when so rendered as required by law, will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The Board and the Association will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

<u>Limitation of Arbitrator's Authority</u> The jurisdiction and authority of the arbitrator and his/her opinion and award shall be limited to the interpretation of the written provisions of this Agreement, Board policy, and individual contracts. The arbitrator shall have no authority to add to or to subtract from or in any way modify the terms and conditions of this Agreement, Board Policy, or individual contracts. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement, Board policy, or individual contracts affecting bargaining unit members are contrary to law.

Jurisdictional Question In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his/her jurisdiction. In the arbitrator's decision, he/she shall first rule upon the jurisdictional issues and, if the arbitrator determines that he/she has no jurisdiction, the arbitrator shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

#### **ARTICLE III: COMPENSATION**

#### A. TEACHERS SALARY SCHEDULE

- The Ottawa Hills Board of Education expects to continue the concept of a superior education and is committed to the principle of providing a salary schedule which is competitive with the best salary schedules in the Toledo area. At the time an individual is offered a position with the Ottawa Hills Schools, a complete explanation regarding compensation and benefits will be given.
- 2. Salary Schedule. The following wages will be paid on the following effective dates pursuant to the salary schedules and index in Appendix A...

Effective 1/1/2015 \$39,654 base Effective 1/1/2016 \$39,654 base Effective 1/1/2017 \$40,447 base

Advances to higher salary classes shall be made as set forth in subsection 4, below. Beginning in September 2015, bargaining unit members shall resume advancing one step on the salary schedule each September during the term of this Agreement for each year of completed service in the District, beginning from the step at which they were frozen in January 2012 (or from the step at which they were placed upon hire if hired after January 2012). In addition, bargaining unit members who were subject to the step freeze during any period from 2012 through 2014 shall be advanced one additional step on the salary schedule in September 2016. This additional step does not apply to any bargaining unit members initially hired for the 2014-2015 school year.

#### Examples:

A bargaining unit member at step 5 in January 2012 will be at step 6 beginning in September 2015, at step 8 beginning in September 2016, and at step 9 beginning in September 2017.

A bargaining unit member at step 18 in January 2012 will remain at step 18 beginning in September 2015, but gain one year of experience toward movement on the salary scale, will remain at step 18 in September 2016, but gain two additional years of experience toward movement on the salary scale, will remain at step 18 in September 2017, but gain one additional year of experience toward movement on the salary scale.

A bargaining unit member at step 18 with 20 years of district recognized experience in January 2012 will remain at step 18 beginning in September 2015, but gain one year of experience toward movement on the salary scale, will gain two additional years of experience in September 2016, advancing to step 23 on the salary scale, and will gain one additional year of experience in September 2017, remaining at step 23 on the salary scale.

A bargaining unit member hired at step 10 in August 2014 will be at step 11 beginning in September 2015, at step 12 beginning in September 2016, and at step 13 beginning in September 2017.

3. There shall be a .50% bonus for each individual based on the individual's salary in those years in which the ODE "District Report Card" for the previous school year (i.e. school year 12-13 means the 12 report card) designates the district as earning an "A" in the "Indicators Met" category, until such time that the ODE issues an overall letter grade for the District, at which time the bonus will be based upon an overall District letter grade of "A." The .50% bonus is not compounded annually in those years in which it is earned. The bonus shall be paid in a lump sum in the last pay in January. Appropriate taxes and STRS deductions will be withheld.

#### 4. Educational Advancement

Only semester hours within the College of Education or related to the staff member's area of teacher certification, after attaining the Bachelor's Degree or Master's Degree, will count toward the educational advancement in the Bachelor's or Master's categories.

If a teacher notifies the Superintendent's office in writing by September 1 that the teacher has enough credit to warrant an educational advancement on the salary schedule, the change will be made for that school year, following verification of the class and the credit hour total.\*\*

[One (1) quarter hour equals two-thirds (2/3) semester hours.]

If a teacher notifies the Superintendent's office in writing by February 1 that the teacher has enough credit to warrant an educational advancement on the salary schedule, the change will be made for the second semester, following verification of the class and the credit hour total.\*\*

\*\* One (1) guarter hour equals two-thirds (2/3 semester hours).

#### B. PAY PERIOD

- 1. The annual salary of all bargaining unit employees shall be paid by direct deposit in 24 semi-monthly payments to be made on the 15<sup>th</sup> and the last work day of each calendar month. Employees shall provide the District Treasurer all information necessary for direct deposit.
- 2. Pay deductions and additions
  - a. Credit union and annuity payments will be deducted from each deposit equally.
  - b. Health insurance premium payments and United Way contributions will be deducted from the first deposit of the month.
  - c. Professional dues will be deducted from the second deposit of the month.

- d. Hourly supplemental pay will be included with the second deposit of the month.
- 3. Whenever, for any reason, a teacher fails to complete the school term, the sum total of payments made shall not exceed the per diem rate times the number of days worked.
- 4. Teachers shall be paid for time lost whenever schools are closed because of emergency closings.

#### C. CALCULATING PART-TIME PAY

The calculation of part-time pay in each building is based upon each building's schedule. Those schedules are different.

- 1. <u>Elementary Building</u> This pay is calculated using the following formula: annual salary x # of hours worked, including conference time

  6.5 hours/day x 183 days
- 2. <u>Junior/Senior High Building</u> This pay is calculated using the following formula: annual salary x # of periods scheduled, including conference time

- 3. <u>Traveling Teachers</u> This pay is calculated using the following formula: elementary building salary + junior/senior high building salary
- 4. <u>Planning/Conference Time</u>

Conference time is determined as follows:

- a. Elementary Building In conference with the building principal based upon the teaching assignment.
- b. Junior/Senior High Building Three, four, or five classes scheduled will result in one planning/conference period also scheduled.
- Traveling Teachers Consideration is given to the totality of the traveling teacher's assignments in conference with the building principals.

(See Article IV, Section A1 for eligibility for fringe benefits.)

#### D. SUPPLEMENTAL SALARY WORK

1. Supplemental Pay Schedule.

Pay for supplemental contracts shall be in accordance with the index and effective dates set forth in Appendix B, calculated on the base salaries below, but as modified by longevity increases in Article III, Section D, paragraph 2, Longevity.

Effective 1/1/2015 \$39,654 base Effective 1/1/2016 \$39,654 base Effective 1/1/2017 \$40,447 base

All salaries except hourly will be rounded off to the nearest dollar.

#### 2. Longevity

Longevity increments will be paid as follows for extra duty assignments (excluding hourly positions).

After three (3) years of total experience in an Ottawa Hills position, the holder of that supplemental contract will receive 5% more than the wage in the supplemental salary index.

After six (6) years of total experience in an Ottawa Hills position, the holder of that supplemental contract will receive 10% more than the wage in the supplemental salary index.

- 3. All supplemental salary positions for club and class advisors have to meet the current requirements for organized clubs or activities at our high school:
  - \* Have a list of written objectives
  - \* Have a set of officers (if applicable)
  - \* Collect dues
  - \* Have an assigned faculty advisor
  - \* Be approved by the school board
  - Have a written job description
- 4. Compensation for hourly supplemental salary work performed during the school workday (8:00 a.m. 3:30 p.m., excluding unpaid lunch) represents payment for the extra duties performed during the planning/conference time that teachers relinquish.

#### E. SUPPLEMENTAL SALARY COMMITTEE

The Supplemental Salary Committee will consist of three (3) representatives of the O.H.E.A. and three (3) administrative representatives. The Committee will meet to review job descriptions and supplemental salaries during the school year prior to negotiations and report by June 1 to the parties.

The committee will review all job descriptions and supplemental salary indexes. Written recommendations for new supplemental salary positions, elimination of current positions, and index changes will be made to the O.H.E.A. negotiating team and the school board negotiating team prior to June 1 of the year of negotiations for incorporation into the negotiated agreement.

All job descriptions will include the following:

- 1. Position title
- 2. Responsibility
- General duties
- General time expectations
- 5. Specific duties

Specific duties for club and class advisors will include submission of an activity plan and an annual budget upon the request of the treasurer prior to the final supplemental salary payment.

#### F. JOB DESCRIPTIONS

- All job descriptions for athletic jobs will be developed by coaches and the athletic director. Upon request, an Association representative and/or an Administration representative may be present.
- 2. All other extra duty, non-athletic job descriptions will be developed by the appropriate administrator and the current holder(s) of that position. Upon request, an Association representative and/or Administrative representative may be present.

#### G. DEDUCTIONS

#### 1. Retirement Deduction

Every teacher automatically becomes a member of the Ohio State Teachers Retirement System (STRS). This service provides for retirement or for life pension in case of permanent illness or certain types of disability.

Regular salary deductions for the Ohio State Teachers Retirement System are based on the current STRS rate.

The Board shall designate each employee's mandatory contributions to the Ohio State Teachers Retirement System as "picked up" by the Board as specified by Internal Revenue Service Revenue rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by the Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as picked up by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Retirement System of Ohio increased thereby.

#### 2. Professional Education Associations

Any employee may have a monthly deduction in ten (10) equal installments for their professional education association dues.

#### 3. Annuity Deduction

The Treasurer is authorized, on the request and authorization of employees, to withhold portions of salaries due such employees and to purchase annuity insurance therewith for such requesting employees.

- a. That the Treasurer of this Board of Education, on the written request and authorization of any teaching or non-teaching employee of this Board of Education, be, and the Treasurer is hereby authorized and directed to make such salary reductions from the salaries of the employees so requesting and authorizing the same, and with the salary reductions so made, to enter into contracts providing for the purchase of annuity insurance on behalf of such requesting employees.
- b. The Treasurer of this Board is further authorized and directed to adopt such procedure in carrying out the provisions of Section 1 of this resolution as he may from time to time determine, and said Treasurer is further authorized and directed to do and perform any and all incidental acts and things as shall be necessary and proper to carry out the intent of this resolution.
- c. The Board reserves the right to limit the number of companies with which the Treasurer may contract on behalf of employees of this Board, should such action at any time in the future be deemed expedient.

#### 4. Section 125 Plan Deduction

The Board shall maintain an Internal Revenue Service Section 125 plan. The Board shall be the Administrator (as defined in ERISA) of the Section 125 plan and accounts.

#### **ARTICLE IV: NEGOTIATED FRINGE BENEFITS**

#### A. INSURANCE

The Ottawa Hills Board of Education reserves the right and responsibility to select the carrier for the following benefits.

It is the intent of the Ottawa Hills School District to comply with the best practice standards required by the Public Health Care Advisory Committee.

#### 1. Levels of Fringe Benefits for Half-Time/Full-Time Teachers

Half-time or equivalent teachers may receive all fringe benefits - Single Benefits Only - but have the option to purchase full family benefits at the Board's actual cost difference between single membership and family membership.

Half-time teacher defined:

High School - 3, 4, or 5 classes plus one [1] paid planning/conference period.

Elementary School - 618 hours in a school year exclusive of one (1) 45-minute lunch period per day.

#### Full-time teacher defined:

Full-time teacher is defined as one whose assignments and planning/conference time is 100% of the teacher work day.

Full-time or equivalent teachers may receive all fringe benefits – Family Benefits.

#### 2. <u>Medical Insurance</u> - (See Appendix D Effective 2/1/2015)

Bargaining unit members participating in the medical insurance plan offered by the Board shall pay 12% of the monthly premium. Effective January 1, 2016, bargaining unit members participating in the medical insurance plan offered by the Board shall pay 13% of the monthly premium. Effective January 1, 2017, bargaining unit members participating in the medical insurance plan offered by the Board shall pay 15% of the monthly premium.

#### 3. Prescription Insurance

Beginning February 1, 2012, prescription (co-pays) will be \$5.00 Generic, \$15 Preferred Brand Formulary, \$20 Non-Preferred Brand Formulary.

#### 4. Dental Insurance

Single Benefits - Board pays 100% premium

Family Benefits - Board pays 100% premium

Benefits will include the following levels of coverage:

Class I (Cleaning and Checkups) - 100% of usual, customary, and reasonable charges.

Class II (Fillings) - 90% of usual, customary, and reasonable

Class III (Major Restorative Services) - 90% of usual, customary, and reasonable charges.

Class IV (Orthodontic Treatment) - 60% of usual, customary, and reasonable charges up to a maximum of \$1,500.

#### 5. Vision Care

a. Deductible Amounts

The plan shall provide for the payment of benefits with a \$5.00 deductible.

b. Maximum Amounts and Services

The plan shall provide for vision examinations every twelve (12) months and lenses and frames once every twelve (12) months.

c. Eligible Expenses

The plan shall provide for the payment of the usual, customary, and reasonable charges for such items as:

- (1) Examinations.
- (2) Materials for single vision, bifocal, trifocal, and lenticular lenses.
- (3) Frames.
- (4) If contact lenses are considered cosmetic in nature, an allowance of \$125.00 [This amount is equivalent to a \$100.00 cosmetic contact lens allowance plus a \$30.00 exam allowance minus a \$5.00 exam deductible.] will be made toward their cost in place of all other benefits for the benefit period, but in no event more than once in any twelve (12) month period.

#### d. Premiums

Single Benefits - Board pays 100%

Family Benefits - Board pays 100%

#### 6. Life Insurance

The Board shall provide for a term life insurance policy in the amount of \$75,000 for the employee only. The Board shall pay 100% of the premium for this benefit.

#### 7. Health Insurance Committee

The Association and the Board will continue to meet in committee together with representatives of other bargaining units, to discuss health insurance matters affecting employees, to provide input into cost containment options and possible plan modifications, and, on matters on which there is consensus among committee members, to make recommendations regarding health insurance coverage and design options by October 1 of the final year of a negotiated agreement. The Association will choose the Association representatives who will serve on the committee and will provide the names of the committee members to the Superintendent during the month of May for the following school year.

#### 8. Opt-out for Medical Insurance

- a. The opt-out provision will be available as an annual benefit.
- b. Annual applications shall be made in writing during the open enrollment period (September 1 September 30) with copies provided to the individual and the O.H.E.A. president.
- c. For eligible employees who elect not to participate in Board-provided health insurance, the Board will pay \$800 annually at the end of the benefit year (August 31) to any employee eligible for single benefits, and \$1,600 annually at the end of the benefit year (August 31) to any employee eligible for family benefits provided employees give informed consent and provide liability waivers.
- d. The Board will pay \$1,200 annually at the end of the benefit year (August 31) to any employee who is eligible for family benefits but chooses to accept single benefits annually.

#### B. REIMBURSEMENT FOR COLLEGE COURSEWORK

- The Board of Education will reimburse a staff member who earns graduate or undergraduate college credit within the College of Education or related to the staff member's certification area if the staff member makes a written request to the District Treasurer within one year after completion of the course. The amount of reimbursement will be \$275 per quarter hour and \$400 per semester hour. Reimbursement is for tuition, not fees or materials.
- 2. Total district reimbursement will be capped at \$35,000 for each of the three (3) calendar years of the contract, with any unspent monies to be rolled over to the following calendar year and added to the \$35,000 cap.
- 3. Payment for additional college hours will not be paid for attending an institute or workshop to which the school district contributes to the stipend or tuition payments, thereby providing a stipend and/or tuition-free institute or workshop for the employee.

4. Reimbursement will not exceed the amount of money paid by the employee for the course, and reimbursement will be granted for the repeat of a course only if it is part of a graduate degree program.

#### C. MASTER TEACHER DESIGNATION

Teachers who obtain the Master Teacher designation under the employ of Ottawa Hills Local Schools will receive a one-time stipend of \$200 following notification from the Local Professional Development Committee to the Treasurer of such designation. Teachers are eligible for this stipend for each Master Teacher designation earned. Payment of this stipend will be included in the June 15<sup>th</sup> payroll period.

#### **ARTICLE V: WORKING CONDITIONS**

#### A. WORK DAYS IN TEACHERS CONTRACT

- The number of work days for teachers adopted in the school calendar by the Board of Education shall not exceed 183 days and shall be written into each teacher's contract.
- 2. The teacher's regular, in-school work day begins at 8:00 a.m. and ends at 3:30 p.m. Teachers shall be in their rooms at 8:00 a.m. Assignments of an early bird class may modify an individual teacher's regular, in-school work day.
- 3. Each elementary school teacher will be provided a weekly average of forty-five (45) minutes of planning/conference time per day within the student day. Reasonable effort will be made to have this planning/conference in consecutive minutes; however, in no case shall planning/conference time blocks be fewer than fifteen (15) minutes in length.
- 4. Each junior/senior high school teacher teaching six (6) classes or the equivalent thereof will be provided two (2) planning/conference periods as long as the rotating schedule remains in effect.
- Teachers may leave the building during planning/conference periods or before the end of the regular, in-school work day with the permission of the principal.
- 6. No change will be made in the school day or current school calendar without first discussing the change with the Ottawa Hills Education Association President to determine if the wages, hours, and terms and conditions of employment will be altered in this Agreement. If the Superintendent and the OHEA President agree there would be such an alteration, a majority vote of the Ottawa Hills Education Association and the Ottawa Hills Board of Education will be required for the change to occur. The vote of the OHEA members will be called by the President of the OHEA. The Association and the Board agree to add twenty (20)

minutes to the elementary student school day and to increase the length of specials by five (5) minutes per day, for the purpose of implementing targeted instruction, beginning with the 2015-2016 school year.

7. Junior/senior teachers' early bird labs and lunch labs which are part of their regular teaching schedules shall be counted for scheduling purposes as:

Early bird labs scheduled each day 1 period

regardless of rotation

Early bird labs schedules one day 1/4 period

per rotation

Lunch labs scheduled one day per ½ period

rotation

Math labs scheduled three days per 1 period

rotation (before school and lunch labs)

No teacher will be reduced from a full-time status as a result of the early bird and lunch labs on a teacher's schedule. Should these labs result in less than a full-time schedule for a teacher, additional duties will be assigned to bring the teacher's schedule to full-time status.

#### B. ASSIGNMENT AND TRANSFER

#### Definitions

<u>Assignment</u> Denotes current certified/licensed teaching area or certified/licensed subject and grade level.

<u>Reassignment</u> An instructional change in assignment from grade level to grade level, department to department or from a teaching assignment by building principal.

<u>Transfer</u> A school building change.

<u>Voluntary</u> A teacher requested reassignment or transfer.

<u>Involuntary</u> A reassignment or transfer of a teacher, initiated by the school administration because of redistricting, declining enrollment, changes in curriculum, return of a teacher from leave, changes in program or classes, building closure, or because of the professional opinion of the principal which has been determined by the use of the evaluation procedures so outlined by this Contract and/or Board policy.

<u>Vacancy</u> A newly created staff position or an existing position that is open.

<u>Seniority</u> The number of continuous years of service in the system, including approved leaves of absence.

Qualifications Training, specialized experience and certification/licensure.

#### 2. Assignment

The duties of all teachers shall be assigned by the superintendent or the superintendent's designee.

#### Reassignment or Transfer

#### a. Involuntary Reassignment or Involuntary Transfer

Involuntary reassignments or transfers may be required in order to maintain the academic excellence and fiscal integrity of the school district. Factors that are considered before making such changes include, but are not limited to: certification/licensure, the educational needs of the students, years of experience, content knowledge, teaching style, and the number of previous reassignments or transfers.

Should the superintendent or principal initiate a reassignment or transfer of a teacher, a conference will be held with the teacher prior to the implementation of the reassignment or transfer. At this conference, the teacher will be given reason(s) for the reassignment or transfer. Upon request by the teacher, these reasons will be placed in writing and given to the teacher within five (5) days of the request.

The teacher may have an O.H.E.A. representative of his/her choice present at said conference. Reassignments or transfers by the principal and/or superintendent will be made in writing no later than June 1, except in extraordinary circumstances.

#### b. Voluntary Reassignment or Voluntary Transfer

The procedure for a teacher to initiate a voluntary reassignment or transfer will be a written request to the superintendent or principal, applying for a specific vacancy or asking to be notified of, and considered for, any vacancy for which the applicant is certified. All reassignment and transfer requests will be void at the beginning of the school year. A voluntary reassignment and/or voluntary transfer cannot cause a layoff.

If a teacher's request for reassignment or transfer has been denied, he/she will, upon request, receive written reasons for the denial.

#### c. Posting Position Openings

When teacher, administrative, or supplemental positions are vacated and/or created, the superintendent or the appropriate district administrator will direct that a notice of the vacancy will be emailed to the entire district staff and posted on the district's website. Qualifications for each position will be included in the email. Staff members will have one week after the date of notice to apply for a vacancy. Applications for the vacancy are to be made in writing and/or through the District's online application system to the superintendent or the appropriate district administrator.

During the summer months when regular school is not in session, vacancy notifications will be emailed to staff members and posted on the district's website by the superintendent's office or the appropriate district administrator.

d. Filling Vacancies

Should a vacancy occur, the building administrator and/or the superintendent will make an effort to involve the remaining team member(s) or representatives from the department in the selection of a replacement. No vacancy will be filled until reassignment requests have been considered.

e. First priority for filling a department head or team leader position will be given to a full-time Ottawa Hills teacher.

#### C. REDUCTION IN FORCE (LAYOFF) AND RECALL

- 1. Governing Procedures
  - a. The Board will inform the Association concerning any potential reduction in force (layoff) situations.
  - b. Teachers whose contracts are being suspended for reasons of reduction in force (layoff) will:
    - (1) Be placed on the recall list.
    - (2) Be given reasons for contract suspension in writing.
  - c. Seniority will be defined as in Article V, B. This is the priority for establishing seniority:
    - (1) Date of Board approval of hire, then
    - (2) Date of first interview, then
    - (3) Date of most recent employment application.
  - d. An updated seniority list will be provided to the O.H.E.A. president by December 31 of each school year.
- Reasons For Reductions in Force (Layoff)
  - a. The reasons for reductions in force (layoff) shall be the following:
    - (1) Return to duty of regular teachers after leaves of absence
    - (2) Suspension of schools
    - (3) Territorial changes affecting the District
    - (4) Financial reasons
    - (5) Decreased enrollment
- Order of Reductions in Force (Layoff)
  - a. The order of reduction shall be the following:

- (1) Teachers under contract for less than one year by certification/licensure.
- (2) Teachers under contract for one year by certification/licensure.
- (3) Teachers under continuing contracts (tenure) by certification/licensure. In the case of a reduction in force (layoff), teachers who have completed the requirements for a continuing contract (tenure) before the reduction in force (layoff) will be treated as having continuing contract (tenure) status for purposes of this provision.
- b, If there are more than one teacher in the categories identified in subsection 3-a, above, the order of reduction within that category shall be determined by the Superintendent using only formal evaluations, licensure, and years of experience. Preference will not be given based on seniority except between teachers who have comparable evaluations. For the duration of this contract all teacher evaluations shall be deemed comparable.
- c. The Board will use this order of reduction when suspending a contract in part so that a teacher may work a percentage of his/her contract and receive a commensurate percentage of the full compensation the teacher otherwise would have received. A teacher who refuses a position that is a reduction in percentage of his or her contract will be placed on the recall list.
- d. After notice to the Association by the Board that a RIF may occur, no reassignment, transfer, or reclassification shall occur before the effective date of the RIF that will cause a more senior employee to be laid off before a less senior employee if the two employees have comparable evaluations.
- e. An employee to be laid off due to a RIF shall be given twenty (20) calendar days advance written notification prior to the effective date of the RIF. The notice shall state the reason for the RIF and the effective date of contract suspension.

#### Order of Recall

- a. The recall of teachers shall be the following:
  - (1) Teachers with continuing contracts (tenure) and certification/licensure
  - (2) Teachers with limited contracts by certification/licensure
  - (3) Teachers under contract for less than one year and certification/licensure
- b. If there are more than one teacher in the categories identified in subsection 4-a, above, the order of recall within that category shall be in reverse order of reduction. Preference will not be given based on seniority except between teachers who have comparable evaluations.

#### 5. Rights of Teachers on Recall

- a. Teachers will remain on the recall list for two school years following the effective date of contract suspension, except that any teacher will be removed from the recall list if the teacher:
  - (1) Is reinstated.
  - (2) Refuses recall, unless recall is to a position of a lesser percentage of the employment contract previously held.
  - (3) Submits a request for removal from the recall list.
- b. Teachers on recall can continue to participate in the district's medical insurance program, as federal law under COBRA requires. Teacher pays 100% of the current COBRA administrative fee plus the medical premium. Dental and/or vision insurance coverage may be elected at a cost of 100% of premium.
- c. If a vacancy exists, teachers on recall will have the right to reimbursement for retraining as provided in Article IV, B if done within the summer following layoff.
- d. Teachers on recall will have the choice of filling a vacancy for which they are certified before any new teachers are hired.
- e. Persons on the recall list will be given first priority for substituting in daily or long-term substitute positions if they so desire according to their seniority and certification/licensure.

# D. LIMITED AND CONTINUING CONTRACTS (TENURE) AND SUPPLEMENTAL CONTRACTS

#### Limited Contracts

- a. Teachers not employed under continuing contracts shall be employed under limited contracts.
- b. Re-hired retirees shall only be given limited contracts of not longer than one year.

#### 2. Continuing Contracts

- Continuing contracts are contracts that remain in effect until the teacher resigns or retires, or until the contract is terminated or suspended.
- b. A continuing contract shall only be granted to a teacher who:
  - Meets the licensure and education requirements and other conditions set forth in Section 3319.08(D) of the Ohio Revised Code,

AND

(2) (a) Has completed three (3) full evaluation cycles within the last five (5) years in the Ottawa Hills School District if the teacher had not previously attained a continuing contract (tenure) in another Ohio school\_system prior to employment in the Ottawa Hills School District.

OR

(b) Has completed two (2) full evaluation cycles within the last three (3) years in the Ottawa Hills School District if the teacher has previously attained a continuing contract (tenure) in another Ohio school system prior to employment in the Ottawa Hills School District.

**AND** 

(3) Has notified the Board, in writing, of his/her intent to request a continuing contract no later than February 1. A formal written request must be submitted by June 1 of the year in which the Board will consider granting a continuing contract.

If a teacher who has not provided such a notice is reemployed, re-employment shall be under a limited contract.

This subsection V-D-2-b supersedes the provisions of Ohio Revised Code Section 3319.11 to the extent it is inconsistent with that statute.

c. The Board shall determine by not later than September 1 whether to grant the continuing contract applied for. If granted, that continuing contract shall be effective on the first day of the approaching school year, and shall replace the teacher's contract.

This subsection V-D-2-c supersedes the provisions of Ohio Revised Code Section 3319.11 to the extent it is inconsistent with that statute.

3. Employment Under Supplemental Contracts

In filling all supplemental salary positions, the Board renews its preference that such positions be staffed by faculty members except that qualified incumbents, whether or not a bargaining unit member, will be given preference for such positions. All supplemental positions will be one year contracts that will expire at the end of the school year. In January, the fall athletic positions will be posted. In the spring, all remaining supplemental positions, along with any fall athletic positions not filled, will be posted. Before they are filled, supplemental positions that are added after the initial posting of supplemental openings will be posted when the need to add them is determined.

Supplemental contracts shall be signed and returned to the Treasurer within thirty (30) days after their receipt.

For the purposes of safety and supervision it may be necessary from time to time to add additional personnel to existing positions. Requests for such additions should be made through the athletic director or the building principal. If additional personnel is deemed necessary, the new position will be posted as described above in the first paragraph of this section.

#### E. SOLICITATIONS

Solicitations from the staff by any outside organization during school time or on school property shall be prohibited.

At no time will any name list of staff members be given to any outside organization except to the extent required by Ohio public records law.

#### F. PERSONNEL FILES

The Board shall create and maintain a personal information file for each bargaining unit member. This file shall be known as the Personnel File and shall be kept in the office of the superintendent.

Any bargaining unit member for whom a personnel file is maintained shall, upon request, be permitted to examine his/her personnel file with the exception of those documents or other communications regarding the initial employment of the bargaining unit member of the Ottawa Hills Local Schools.

The bargaining unit member shall be made aware of the deposit of any reprimand or disciplinary action item in his/her personnel file by the person making such deposit.

Any time a personnel file is reviewed by anyone other than a district administrator (or a district clerical designee), the bargaining unit member will be notified.

The personnel file of each bargaining unit member will include, but is not limited to, the following items:

- 1. The application for employment
- 2. The originals of all certificates/licenses held
- 3. Official transcripts of undergraduate and graduate work completed
- Copies of current contracts
- 5. The original copy of all evaluations and rebuttals thereto
- 6. Copies of letters of reprimand, letters of commendation, or letters of appreciation

In the event that a bargaining unit member does not wish an item to be deposited in his/her personnel file, an appeal in writing shall be made to the superintendent. The superintendent shall have the final authority in the decision. Individual documents may be removed, subject to approval of the superintendent. The bargaining unit member shall have the right to rebut any item deposited in the personnel file.

If any bargaining unit member disputes the accuracy, relevancy, timeliness, or completeness of information deposited in his/her personnel file, that person may request that the school district investigate the current status of the information. Within ninety (90) days, the district must make a reasonable investigation and notify the individual of the results.

#### G. TEACHER/PARENT COMMUNICATION

Teachers are expected to communicate student progress periodically with families through the use of email, phone, conference, and/or writing. Teachers are also expected to be readily available to conference with families to discuss student progress or other factors that impact the student at school. Teachers will respond to parent inquiries in a timely manner. Teachers will update the web-based parent-accessible electronic grade book in a timely manner for grade levels utilizing this feature.

#### H. EVALUATION

- 1. Teachers will receive a single notification of the Board's intent to non-renew from the Ottawa Hills Superintendent by June 1.
- Evaluation of teachers will be conducted pursuant to the Administrative Guidelines developed in consultation with teachers employed by the Board. The evaluation system shall be the processes and forms approved by the teacher evaluation committee. Forms approved by the teacher evaluation committee will be posted on the district's intranet.
- Evaluations may be completed by the building principal or other fulltime, OTES-certified district administrators.
- 4. Peer, student, and parent surveys or evaluations will not be used to gain evidence in the evaluation process.
- 5. The teacher evaluation committee will establish timelines for the observation cycle by June 1, 2015.
- 6. Student Growth Evaluation Procedures:

The Student Growth Measure requirement of the OTES model will include Value Added as determined by ODE and required by law for A1 and A2 teachers and Shared Attribution of the district level Value Added for the duration of this contract if the district meets or exceeds expected growth as determined by the ODE.

If the district level Value Added for the duration of this contract does not meet or exceed expected growth as determined by ODE, the Shared Attribution model will not apply for teachers identified as A2, B, and C under the OTES model, and the Student Growth Measure will be determined by Student Learning Objectives (SLOs) and/or approved Vendor Assessments.

All teachers will be identified as A1, A2, B, or C classification based on their teaching assignments and the OTES Model. A list of each teacher with the OTES classification will be updated annually based on teaching assignments and the Student Growth Measure as identified above, and distributed to teachers at the beginning of each school year.

7. Any certified employees not covered by the mandates of OTES will be evaluated using the Professional Staff Evaluation Plan, in effect as of January 1, 2006.

#### I. MENTORS FOR TEACHERS NEW TO THE DISTRICT

Mentors for Ohio Resident Educators

The Ohio Resident Educator program provides beginning teachers with ongoing support throughout their 4-year residency, including guidance from ODE-certified and trained mentors assigned by their employers. The District participates in the Resident Educator Consortium under the leadership of the Educational Service Center of Lake Erie West to provide the required training, guidance, and collaboration for resident educators and mentors pursuant to ODE guidelines. Mentors for resident educators will be compensated in accordance with Appendix B, as follows:

Mentors to teachers in years 1, 2, or 3 of their residency: Mentor (Entry- Year Teacher)

Mentors to teachers in year 4 of their residency: Mentor (Experienced Teacher)

2. Mentors for Experienced Teachers

For experienced teachers who are not resident educators, the District will provide a mentor during their first year of employment with the District to provide support as a model, advisor, consultant, and sponsor. Mentors for experienced teachers will be compensated in accordance with Appendix B.

#### J. COMPLAINT PROCEDURE

Complaints about teachers and advisors will be processed by the parties pursuant to provisions of Board policy 9130 as amended.

#### K. PLACEMENT OF STUDENTS WITH DISABILITIES

1. A low-incidence special needs student shall be identified as any student who requires a paraprofessional during at least part of a day or requires all of the following: curriculum modifications, the classroom teacher to collaborate with other staff members on at least a weekly basis, has a physical or mental condition that requires one-on-one assistance or

- adaptations to regular class activities and routines, and parent-teacher contact on at least a weekly basis.
- 2. At each elementary grade level, the receiving grade level teachers and the building principal will work collaboratively regarding the assignment of low-incidence special needs students.
- 3. Each classroom teacher who has been assigned a low-incidence special needs student will receive a checklist at the end of each grading period or as requested by the teacher (from the special education director) to ensure that the status of the placement is being carefully monitored. The checklist will include a place to record a classroom teacher's request for an observation of that student. The checklist will be returned to the Director of Student Services within 10 school days of receipt.

A teacher may request an observation team, consisting of the Director of Student Services, the counselor or principal, and another teacher chosen by the classroom teacher who will conduct an observation and a follow-up meeting within a month of the date of the request. As a result of each follow-up meeting, a plan of action will be recommended.

- 4. If a low-incidence special needs student requires the administration of medication or other medical care on a school trip, the school district will provide a designated person to administer that medication or care.
- 5. When low incidence special needs students are included in a regular classroom in any building, the Board will provide, as needed, appropriately trained paraprofessional and/or health care professionals to assist the classroom teacher. Teachers will not be held responsible for training or evaluating the paraprofessionals.
- 6. Any low incidence special needs student assigned to a classroom will count as two (2) students for the purpose of class assignment unless a paraprofessional is assigned to the student in that classroom.
- 7. IEP conferences will be scheduled at times that are convenient to the classroom teachers (current and receiving), parents, and administrators.

#### L. SPECIAL EDUCATION AND INTERVENTION SERVICES

- 1. The Ottawa Hills Local School District recognizes that there are financial, instructional, and logistical challenges to providing quality special education and intervention services. It is committed to working collaboratively with district employees and other stakeholders to establish and meet the goals of the Long-Range Plan designed to address those challenges.
- 2. At the end of every school year, each teacher will receive the current distribution of students on IEPs and 504 plans in grades K through 12. This distribution will be taken into consideration during the scheduling process.
- 3. Thirty days prior to the beginning of the school year, each teacher will receive a copy of the current IEPs and 504 plans of the students expected to be in his/her classroom.

4. If the number of students on IEPs and 504 plans within a regular education teacher's total class roster is equal to or greater than 20 percent of the total number of such students within the district in grades K through 12, then the teacher may request a meeting with the building principal and director of special education to discuss his/her specific needs. A response team may be deployed to provide support to that teacher. The response team may include, but is not limited to, a guidance counselor, a building administrator, the Director of Student Services, a special education teacher, and/or the school psychologist. The response team will be in place for as long as the percentage criterion exists.

#### M. EXTRA-CURRICULAR PASSES

Teachers will be given passes for the teacher and the teacher's spouse or one guest for all extra-curricular activities at no cost.

Any certified employee who retires after January 1, 2012, will receive one (1) lifetime pass to all Ottawa Hills extra-curricular activities.

Passes are not transferable.

#### N. HEALTH AND SAFETY

The Board agrees to provide a healthy and safe work environment for staff members. Staff members cannot be required to work in unhealthy or unsafe conditions.

The Board agrees to show no tolerance for the harassment or assault of any teacher by any student.

#### O. STUDY HALL AND ONLINE COURSE SUPERVISION

#### 1. Study Hall Supervision

- a. Study hall supervision duties may be assigned to a teacher to create a complete schedule (defined in Article V, Section A, paragraph 4 as six classes or the equivalent thereof) for that teacher.
- b. When there are scheduled study halls the supervision of which cannot be assigned to bargaining unit members in accordance with subsection a, above, the Board may assign one or more individuals who are not OHEA bargaining unit members to supervise such study halls. Any individual hired to supervise study hall must have the qualifications to apply for and receive a substitute teacher certificate.

#### 2. Online Course Supervision

- a. The Board will not reduce or replace any bargaining unit member as a result of providing online courses.
- b. Supervision of scheduled classes taught through online courses may be assigned to a teacher to create a complete schedule (defined in Article V, Section A, subsection 4 as six classes or the equivalent thereof) for that teacher.
- c. When there are scheduled class(es) taught through online courses, the supervision of which cannot be assigned to bargaining unit members in accordance with subsection b, above, the Board will offer to bargaining unit members the opportunity to supervise such class(es), and will pay the supervising teacher at the contracted curriculum hourly rate. If no bargaining unit members agree to that supervisory assignment, the Board may assign one or more individuals who are not OHEA bargaining unit members to supervise such classes. Any individual hired to supervise an online course must have the qualifications to apply for and receive a substitute teacher certificate.

#### ARTICLE VI: RIGHTS OF INDIVIDUALS AND PROFESSIONAL CONDUCT

#### **RIGHTS AS INDIVIDUALS**

The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied by the Board and the Association in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, sexual orientation, and marital status.

#### **ARTICLE VII: LEAVES**

#### A. SICK LEAVE

Sick leave shall be earned by teachers at the rate of one and one-fourth (1-1/4) days of sick leave per month of service. Each teacher accumulates this amount for each month of the year in which the teacher is under contract with a limit of three hundred twenty (320) on the total number of sick leave days that may be accumulated for purposes of sick leave only. Sick leave may be used for the purposes specified in the Ohio Revised Code 3319.141. Immediate family will be defined as spouse, parent, child, sibling, mother-in-law, father-in-law, grandchild, step-parent, step-child, daughter-in-law, son-in-law, or person residing in the same household or for whom the employee is legal guardian.

The Board shall notify each teacher each month of the number of accrued sick leave days previously earned.

#### B. BEREAVEMENT LEAVE

Employees may use their sick leave for death in the family. The family is defined as spouse, parent, child, sibling, mother-in-law, father-in-law, grandchild, step-parent, step-child, daughter-in-law, son-in-law, grandparent, spouse's grandparent, aunt, uncle, foster parent, foster child, brother-in-law, sister-in-law, or person residing in the same household of the employee or for whom the employee is legal guardian. The superintendent may approve bereavement leave for other unique circumstances on an individual basis.

#### C. PERSONAL LEAVES AND ABSENCES

At times it is necessary for a teacher to be absent from work other than when there is an illness or death, or for religious purposes. In order to allow for professional judgment in handling these requests for absence and realizing that no two requests are exactly the same, it is the policy of the Ottawa Hills Board of Education to permit such absences using a written request form submitted to the building principal and approved by the Superintendent.

Guidelines in the determination of eligibility:

#### Eligible for Personal Leave

- Settlement of estate that cannot be conducted after school or on weekends
- 2. Personal legal problems that cannot be conducted after school or on weekends
- Home purchasing closing that cannot be conducted after school or on weekends
- 4. Emergency; e.g., auto accident
- 5. Personal business (2 unrestricted days per year)

#### Ineligible for Personal Leave

- 1. Any endeavor resulting in financial gain
- 2. Any items covered under sick leave

If at the end of a school year, a teacher has used no personal days for any reason, then that teacher will be compensated at the rate of \$150 per day for a maximum of two days.

If at the end of a school year, a teacher has used only one personal day for any reason, then that teacher will be compensated at the rate of \$150 per day for a maximum of one day.

#### D. JURY DUTY AND COURT SUBPOENA LEAVE

If an employee is required to serve on a jury or appear in court, a copy of the notice for jury duty or the court subpoena must be submitted to the building principal.

It is understood that the employee may retain monies received from the Clerk of Courts for jury duty.

#### E. MATERNITY/PATERNITY/ADOPTION LEAVE

As with any other use of accumulated sick leave, upon notification accumulated sick leave can be used by a pregnant teacher before and/or after delivery, the amount of which shall be determined by the teacher and her physician [at the inception of the leave, a notice will be given to the superintendent as to the expected date of return].

In addition, up to six (6) weeks of accumulated sick leave may be used by the parent for the adoption of a child under the age of eight (8) weeks.

Should a member of the teaching staff so desire, he or she will be granted a leave of absence without pay for childbirth or adoption pursuant to and in accordance with the provisions of the Family and Medical Leave Act.

#### F. ASSAULT LEAVE

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the employer will grant assault leave to cover employee absence due to disability resulting from assault under the following conditions. Any certified teacher who must be absent from his or her duties due to disability resulting from an assault which occurs in the course of an employee's Board employment, on or off school premises before, during or after school hours will be paid his or her full scheduled compensation for a maximum period of thirty (30) days. If permanently disabled, the teacher must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."

Before assault leave can be approved, the teacher shall furnish to the superintendent a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereof, including the location and time of the assault, name and address of victims and witnesses and a description of the injuries sustained by each victim of the assault, unless physically impossible to do so. If medical attention is required or sought, the teacher shall also furnish to the Superintendent a statement of the nature of the disability and its duration, which has been signed by a physician licensed in the State of Ohio. Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 O.R.C.

Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the teacher on leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C. or any other leave to which the teacher is entitled. Assault leave benefits shall not be paid if Workers' Compensation benefits are paid to the teacher.

#### G. UNPAID LEAVE

A teacher who has completed a minimum of two (2) school years of full-time employment in the Ottawa Hills Local Schools and who has the permission of the Board is entitled to take a leave of absence without pay for up to twenty-four (24) months, subject to procedures determined by the superintendent of schools.

#### H. FAMILY AND MEDICAL LEAVE ACT (FMLA)

Bargaining unit members may choose to have consecutive use of sick leave and FMLA leave. In order to control the costs of this benefit, a cap of \$6,000 per fiscal year paid for health benefits under FMLA will be instituted.

Should the health benefit cost exceed \$6,000 during any one (1) fiscal year, consecutive use of sick leave with FMLA leave will be negotiated during the next contract negotiations.

An additional concern with consecutive use of FMLA leave and sick leave is excessive time out of the classroom. The administration will monitor the number of days missed through using consecutive leaves. If the number of days is deemed excessive by the administration, thereby causing hardship for students, consecutive use of FMLA will be a subject for negotiations during the next regular contract negotiations.

#### ARTICLE VIII: SEVERANCE PAY

#### A. SEVERANCE PAY

Any member of STRS who, before one hundred fifty (150) days after his/her last day of employment with the Ottawa Hills School District, applies for and is granted retirement status shall receive severance pay under the following formula:

1.	Fewer than 21 years of employment in Ottawa Hills Schools	30% of accumulated, unused sick leave up to a maximum of 73 days (30% of 244 days)
2.	At least 21 years of employment in Ottawa Hills Schools	36% of accumulated, unused sick leave up to a maximum of 97 days (36% of 270 days)

If the employee dies before retirement, the Board will pay severance pay in accordance with the formula above to the individual designated by the employee as the beneficiary of this payment on forms provided by and on file with the treasurer, or if there is no such designated beneficiary, to the employee's surviving spouse, or, if there is no surviving spouse, to the employee's estate.

The teacher will have the option of receiving severance pay as follows:

- 1. Entire amount immediately after the official date of retirement; or
- 2. Set up a payment disposal with the treasurer for equal yearly payments of up to three years. This option is subject to Internal Revenue Service approval and/or future IRS rulings

#### **B. RETIREMENT NOTICE BONUS**

The Board shall pay a bonus of \$1,000 to any teacher who provides written notice to the Superintendent by not later than 4:00 p.m. on February 1 of the teacher's retirement at the end of that school year. If school is not in session on February 1, this deadline shall be extended to 4:00 p.m. on the next day when school is in session. This bonus shall be paid when severance is paid.

#### **ARTICLE IX: NO STRIKE**

During the term of this Agreement, any extensions thereof, or the pendency of any settlement procedures as required by Chapter 4117 of the Revised Code, there shall be no lockout, no strike, no sympathy strike, no concerted action in failing to report to duty, no failure to report to duty, no willful absence from one's position, no stoppage of work, or no slow down. In the event of a strike in violation of the law, the Board shall have full recourse as provided by law.

#### **ARTICLE X: RIGHTS OF OHEA**

- 1. The Board shall permit the OHEA to make use of school buildings for meetings in accordance with the terms of the policy on Use of Board Facilities. OHEA business will not be conducted at a time when such business would interrupt the education process.
- The OHEA shall have the privilege of using the school mail service, teacher mailboxes, and the District's email service for OHEA communication with members subject to compliance with the District's authorized use policy and provided that use by OHEA does not interfere with other District operations. The Board shall not authorize another teacher labor organization to use these services.
- 3. The Board shall provide bulletin board space in school buildings for posting notices and other material relating to OHEA activities. Such bulletin boards may not exceed four (4) feet by four (4) feet in size and placement must be approved by the principal and head of maintenance before installation and shall be in an area frequented by teachers.

- 4. The OHEA will be assigned, on a space available basis, room for the purpose of storing records and equipment used for OHEA business.
- 5. The OHEA may use school owned equipment (excluding consumable supplies) provided that:
  - a. Proper advance request is made and approved;
  - b. Use of equipment does not interfere with school usage requirements, and the use is conducted by teaching personnel at such time other than contracted service periods; and
  - c. The purpose is solely the legitimate and internal business of OHEA (e.g., records, notices, correspondence) and not for public distribution.
- 6. Teachers may leave their buildings after regular student dismissal to attend OHEA general meetings a maximum of four (4) times each school year. Meeting dates will be cleared with the Superintendent, and notification of the dates and the hour teachers may leave the buildings will be sent to all building principals by the Superintendent.

# **ARTICLE X: DURATION**

The duration of this contract shall be from January 1, 2015 through December 31,2017.

FOR THE BOARD	FOR THE ASSOCIATION	
Superintendent) Date	Christine J. We President	Wer) 12-19-14 Date
President of the Board Date	Ondu J. William Secretary	$\sim 1-5-15$ Date
Treasurer Date	ColSecretary	<u> </u>
	Labor Relations Consultant	)-5/5 Date
,	OEA/NEA	Date

Ratified by Association:

December 11, 2014

Ratified by Board:

December 16, 2014

# OTTAWA HILLS SALARY SCHEDULE 1/1/2015 - 12/31/2015

	BA	BA+15	BA+30	BA+45 or MA	MA+15	MA+30
STEP 0	39,654	41,240	42,826	43,619	45,206	46,792
STEP 1	42,033	43,619	45,206	45,999	47,585	49,171
STEP 2	44,412	45,999	47,585	48,378	49,964	51,550
STEP 3	46,792	48,378	49,964	50,757	52,343	53,929
STEP 4	49,171	50,757	52,343	53,136	54,723	56,309
STEP 5	51,550	53,136	54,723	55,516	57,102	58,688
STEP 6	53,929	55,516	57,102	57,895	59,481	61,067
STEP 7	56,309	57,895	59,481	60,274	61,860	63,446
STEP 8	58,688	60,274	61,860	62,653	64,239	65,826
STEP 9	61,067	62,653	64,239	65,033	66,619	68,205
STEP 10	63,446	65,033	66,619	67,412	68,998	70,584
STEP 11		67,412	68,998	69,791	71,377	72,963
STEP 12				72,170	73,756	75,343
STEP 13				74,550	76,136	77,722
STEP 14				76,929	78,515	80,101
STEP 15				79,308	80,894	82,480
STEP 16	66,619	68,601	70,584	81,687	83,273	84,860
STEP 17				84,066	85,653	87,239
STEP 18				86,446	88,032	89,618
STEP 23				88,825	90,411	91,997
STEP 27				91,204	92,790	94,377

# OTTAWA HILLS SALARY SCHEDULE 1/1/2016 - 12/31/2016

	BA	BA+15	BA+30	BA+45 or MA	MA+15	MA+30
STEP 0	39,654	41,240	42,826	43,619	45,206	46,792
STEP 1	42,033	43,619	45,206	45,999	47,585	49,171
STEP 2	44,412	45,999	47,585	48,378	49,964	51,550
STEP 3	46,792	48,378	49,964	50,757	52,343	53,929
STEP 4	49,171	50,757	52,343	53,136	54,723	56,309
STEP 5	51,550	53,136	54,723	55,516	57,102	58,688
STEP 6	53,929	55,516	57,102	57,895	59,481	61,067
STEP 7	56,309	57,895	59,481	60,274	61,860	63,446
STEP 8	58,688	60,274	61,860	62,653	64,239	65,826
STEP 9	61,067	62,653	64,239	65,033	66,619	68,205
STEP 10	63,446	65,033	66,619	67,412	68,998	70,584
STEP 11		67,412	68,998	69,791	71,377	72,963
STEP 12				72,170	73,756	75,343
STEP 13				74,550	76,136	77,722
STEP 14				76,929	78,515	80,101
STEP 15				79,308	80,894	82,480
STEP 16	66,619	68,601	70,584	81,687	83,273	84,860
STEP 17				84,066	85,653	87,239
STEP 18				86,446	88,032	89,618
STEP 23				88,825	90,411	91,997
STEP 27				91,204	92,790	94,377

# OTTAWA HILLS SALARY SCHEDULE 1/1/2017 - 12/31/2017

	BA	BA+15	BA+30	BA+45 or MA	MA+15	MA+30
STEP 0	40,447	42,065	43,683	44,492	46,110	47,727
STEP 1	42,874	44,492	46,110	46,919	48,536	50,154
STEP 2	45,301	46,919	48,536	49,345	50,963	52,581
STEP 3	47,727	49,345	50,963	51,772	53,390	55,008
STEP 4	50,154	51,772	53,390	54,199	55,817	57,435
STEP 5	52,581	54,199	55,817	56,626	58,244	59,862
STEP 6	55,008	56,626	58,244	59,053	60,671	62,288
STEP 7	57,435	59,053	60,671	61,479	63,097	64,715
STEP 8	59,862	61,479	63,097	63,906	65,524	67,142
STEP 9	62,288	63,906	65,524	66,333	67,951	69,569
STEP 10	64,715	66,333	67,951	68,760	70,378	71,996
STEP 11		68,760	70,378	71,187	72,805	74,422
STEP 12				73,614	75,231	76,849
STEP 13				76,040	77,658	79,276
STEP 14				78,467	80,085	81,703
STEP 15				80,894	82,512	84,130
STEP 16	67,951	69,973	71,996	83,321	84,939	86,557
STEP 17				85,748	87,366	88,983
STEP 18				88,174	89,792	91,410
STEP 23				90,601	92,219	93,837
STEP 27				93,028	94,646	96,264

## OTTAWA HILLS SALARY INDEX SCHEDULE

APPENDIX A

STEP 0	BA 1.0000	BA+15 1.0400	BA+30 1.0800	BA+45 or MA 1.1000	MA+15 1.1400	MA+30 1.1800
STEP 1	1.0600	1.1000	1.1400	1.1600	1.2000	1.2400
STEP 2	1.1200	1.1600	1.2000	1.2200	1.2600	1.3000
STEP 3	1.1800	1.2200	1.2600	1.2800	1.3200	1.3600
STEP 4	1.2400	1.2800	1.3200	1.3400	1.3800	1.4200
STEP 5	1.3000	1.3400	1.3800	1.4000	1.4400	1.4800
STEP 6	1.3600	1.4000	1.4400	1.4600	1.5000	1.5400
STEP 7	1.4200	1.4600	1.5000	1.5200	1.5600	1.6000
STEP 8	1.4800	1.5200	1.5600	1.5800	1.6200	1.6600
STEP 9	1.5400	1.5800	1.6200	1.6400	1.6800	1.7200
STEP 10	1.6000	1.6400	1.6800	1.7000	1.7400	1.7800
STEP 11		1.7000	1.7400	1.7600	1.8000	1.8400
STEP 12				1.8200	1.8600	1.9000
STEP 13				1.8800	1.9200	1.9600
STEP 14				1.9400	1.9800	2.0200
STEP 15				2.0000	2.0400	2.0800
STEP 16	1.6800	1.7300	1.7800	2.0600	2.1000	2.1400
STEP 17				2.1200	2.1600	2.2000
STEP 18				2.1800	2.2200	2.2600
STEP 23				2.2400	2.2800	2.3200
STEP 27				2.3000	2.3400	2.3800

## OTTAWA HILLS SALARY SCHEDULE 1/1/2015 - 12/31/2015

## BA+45 or

	BA	Bonus	BA+15	Bonus	BA+30	Bonus	Masters	Bonus	MA+15	Bonus	MA+30	Bonus
STEP 0	39,654	198	41,240	206	42,826	214	43,619	218	45,206	226	46,792	234
STEP 1	42,033	210	43,619	218	45,206	226	45,999	230	47,585	238	49,171	246
STEP 2	44,412	222	45,999	230	47,585	238	48,378	242	49,964	250	51,550	258
STEP 3	46,792	234	48,378	242	49,964	250	50,757	254	52,343	262	53,929	270
STEP 4	49,171	246	50,757	254	52,343	262	53,136	266	54,723	274	56,309	282
STEP 5	51,550	258	53,136	266	54,723	274	55,516	278	57,102	286	58,688	293
STEP 6	53,929	270	55,516	278	57,102	286	57,895	289	59,481	297	61,067	305
STEP 7	56,309	282	57,895	289	59,481	297	60,274	301	61,860	309	63,446	317
STEP 8	58,688	293	60,274	301	61,860	309	62,653	313	64,239	321	65,826	329
STEP 9	61,067	305	62,653	313	64,239	321	65,033	325	66,619	333	68,205	341
STEP 10	63,446	317	65,033	325	66,619	333	67,412	337	68,998	345	70,584	353
STEP 11			67,412	337	68,998	345	69,791	349	71,377	357	72,963	365
STEP 12							72,170	361	73,756	369	75,343	377
STEP 13							74,550	373	76,136	381	77,722	389
STEP 14							76,929	385	78,515	393	80,101	401
STEP 15							79,308	397	80,894	404	82,480	412
STEP 16	66,619	333	68,601	343	70,584	353	81,687	408	83,273	416	84,860	424
STEP 17							84,066	420	85,653	428	87,239	436
STEP 18							86,446	432	88,032	440	89,618	448
STEP 23							88,825	444	90,411	452	91,997	460
STEP 27							91,204	456	92,790	464	94,377	472

## OTTAWA HILLS SALARY SCHEDULE 1/1/2016 - 12/31/2016

## BA+45 or

	BA	Bonus	BA+15	Bonus	BA+30	Bonus	Masters	Bonus	MA+15	Bonus	MA+30	Bonus
STEP 0	39,654	198	41,240	206	42,826	214	43,619	218	45,206	226	46,792	234
STEP 1	42,033	210	43,619	218	45,206	226	45,999	230	47,585	238	49,171	246
STEP 2	44,412	222	45,999	230	47,585	238	48,378	242	49,964	250	51,550	258
STEP 3	46,792	234	48,378	242	49,964	250	50,757	254	52,343	262	53,929	270
STEP 4	49,171	246	50,757	254	52,343	262	53,136	266	54,723	274	56,309	282
STEP 5	51,550	258	53,136	266	54,723	274	55,516	278	57,102	286	58,688	293
STEP 6	53,929	270	55,516	278	57,102	286	57,895	289	59,481	297	61,067	305
STEP 7	56,309	282	57,895	289	59,481	297	60,274	301	61,860	309	63,446	317
STEP 8	58,688	293	60,274	301	61,860	309	62,653	313	64,239	321	65,826	329
STEP 9	61,067	305	62,653	313	64,239	321	65,033	325	66,619	333	68,205	341
STEP 10	63,446	317	65,033	325	66,619	333	67,412	337	68,998	345	70,584	353
STEP 11			67,412	337	68,998	345	69,791	349	71,377	357	72,963	365
STEP 12							72,170	361	73,756	369	75,343	377
STEP 13							74,550	373	76,136	381	77,722	389
STEP 14							76,929	385	78,515	393	80,101	401
STEP 15							79,308	397	80,894	404	82,480	412
STEP 16	66,619	333	68,601	343	70,584	353	81,687	408	83,273	416	84,860	424
STEP 17							84,066	420	85,653	428	87,239	436
STEP 18							86,446	432	88,032	440	89,618	448
STEP 23							88,825	444	90,411	452	91,997	460
STEP 27							91,204	456	92,790	464	94,377	472

## OTTAWA HILLS SALARY SCHEDULE 1/1/2017 - 12/31/2017

## BA+45 or

	BA	Bonus	BA+15	Bonus	BA+30	Bonus	Masters	Bonus	MA+15	Bonus	MA+30	Bonus
STEP 0	40,447	202	42,065	210	43,683	218	44,492	222	46,110	231	47,727	239
STEP 1	42,874	214	44,492	222	46,110	231	46,919	235	48,536	243	50,154	251
STEP 2	45,301	227	46,919	235	48,536	243	49,345	247	50,963	255	52,581	263
STEP 3	47,727	239	49,345	247	50,963	255	51,772	259	53,390	267	55,008	275
STEP 4	50,154	251	51,772	259	53,390	267	54,199	271	55,817	279	57,435	287
STEP 5	52,581	263	54,199	271	55,817	279	56,626	283	58,244	291	59,862	299
STEP 6	55,008	275	56,626	283	58,244	291	59,053	295	60,671	303	62,288	311
STEP 7	57,435	287	59,053	295	60,671	303	61,479	307	63,097	315	64,715	324
STEP 8	59,862	299	61,479	307	63,097	315	63,906	320	65,524	328	67,142	336
STEP 9	62,288	311	63,906	320	65,524	328	66,333	332	67,951	340	69,569	348
STEP 10	64,715	324	66,333	332	67,951	340	68,760	344	70,378	352	71,996	360
STEP 11			68,760	344	70,378	352	71,187	356	72,805	364	74,422	372
STEP 12							73,614	368	75,231	376	76,849	384
STEP 13							76,040	380	77,658	388	79,276	396
STEP 14							78,467	392	80,085	400	81,703	409
STEP 15							80,894	404	82,512	413	84,130	421
STEP 16	67,951	340	69,973	350	71,996	360	83,321	417	84,939	425	86,557	433
STEP 17							85,748	429	87,366	437	88,983	445
STEP 18							88,174	441	89,792	449	91,410	457
STEP 23							90,601	453	92,219	461	93,837	469
STEP 27							93,028	465	94,646	473	96,264	481

Appendix B Supplemental Salary Index 2015 - 2017		1 Aug 15	1 Aug 16	1 Aug 17
	<u>Index</u>	<b>1-Aug-15</b> \$ 39,654	<b>1-Aug-16</b> \$ 39,654	<b>1-Aug-17</b> \$ 40,447
High School Department Chairmen				
Mathematics	0.048	1,903	1,903	1,941
English	0.048	1,903	1,903	1,941
Science	0.048	1,903	1,903	1,941
Social Science	0.048	1,903	1,903	1,941
Foreign Language	0.048	1,903	1,903	1,941
Technology	0.048	1,903	1,903	1,941
Physical Education	0.048	1,903	1,903	1,941
Music	0.048	1,903	1,903	1,941
Art	0.048	1,903	1,903	1,941
Business	0.048	1,903	1,903	1,941
Family & Consumer Science	0.048	1,903	1,903	1,941
Elementary Unit Leaders				
Kindergarten	0.048	1,903	1,903	1,941
First Grade	0.048	1,903	1,903	1,941
Second Grade	0.048	1,903	1,903	1,941
Third Grade	0.048	1,903	1,903	1,941
Fourth Grade	0.048	1,903	1,903	1,941
Fifth Grade	0.048	1,903	1,903	1,941
Sixth Grade	0.048	1,903	1,903	1,941
Special Areas	0.048	1,903	1,903	1,941
Athletic Positions				
Faculty Manager (hourly)	0.000650	25.78	25.78	26.29
Football Coach	0.233	9,239	9,239	9,424
Assistant Football Coach	0.162	6,424	6,424	6,552
Freshman And/Or Assistant Football Coach	0.130	5,155	5,155	5,258
Junior High Head Football Coach	0.070	2,776	2,776	2,831
Assistant Junior High Football Coach	0.057	2,260	2,260	2,305
Girls' Tennis Coach	0.110	4,362	4,362	4,449
Girls' Field Hockey Coach	0.182	7,217	7,217	7,361
Asst. Field Hockey Coach	0.105	4,164	4,164	4,247
Girls' Junior High Field Hockey Coach	0.070	2,776	2,776	2,831
Asst. Junior High Field Hockey Coach	0.057	2,260	2,260	2,305
Golf Coach	0.108	4,283	4,283	4,368
Girls' Volleyball Coach	0.126	4,996	4,996	5,096
Girls' Assistant Volleyball Coach	0.087	3,450	3,450	3,519
Junior High Girls' Volleyball Coach	0.048	1,903	1,903	1,941
Boys' Soccer Coach	0.126	4,996	4,996	5,096
Boys' Assistant Soccer Coach	0.087	3,450	3,450	3,519
Girls' Soccer Coach	0.126	4,996	4,996	5,096
Girls' Assistant Soccer Coach	0.087	3,450	3,450	3,519
Faculty Ice Hockey Manager	0.072	2,855	2,855	2,912
Ice Hockey Head Coach	0.147	5,829	5,829	5,946
Assistant Ice Hockey Coach	0.121	4,798	4,798	4,894
Certified Athletic Trainer	0.300	11,896	11,896	12,134
Girls' Head Basketball Coach	0.224	8,882	8,882	9,060
Girls' Assistant Basketball Coach	0.182	7,217	7,217	7,361
Girls' Freshman Basketball Coach	0.087	3,450	3,450	3,519
Eighth Grade Girls' Basketball Coach	0.070	2,776	2,776	2,831
Seventh Grade Girls' Basketball Coach	0.057	2,260	2,260	2,305
Boys' Head Basketball Coach	0.224	8,882	8,882	9,060

Appendix B Supplemental Salary Index 2013 201	•	1-Aug-15	1-Aug-16	1-Aug-17
	Index	\$ 39,654	\$ 39,654	\$ 40,447
Boys' Assistant Basketball Coach	0.182	7,217	7,217	7,361
Boys' Freshman Basketball Coach	0.087	3,450	3,450	3,519
Eighth Grade Boys' Basketball Coach	0.070	2,776	2,776	2,831
Seventh Grade Boys' Basketball Coach	0.057	2,260	2,260	2,305
Baseball Coach	0.147	5,829	5,829	5,946
Assistant Baseball Coach	0.121	4,798	4,798	4,894
Head Track Coach	0.162	6,424	6,424	6,552
Assistant Track Coach	0.119	4,719	4,719	4,813
Assistant Track Coach (Junior High)	0.072	2,855	2,855	2,912
Cross Country(Boys and Girls)	0.108	4,283	4,283	4,368
Assistant Cross Country (Boys and Girls)	0.056	2,221	2,221	2,265
Boys' Tennis Coach	0.110	4,362	4,362	4,449
Assistant Tennis Coach-Boys	0.057	2,260	2,260	2,305
Assistant Tennis Coach-Girls	0.057	2,260	2,260	2,305
Girls' Softball Coach	0.147	5,829	5,829	5,946
Girls' Assistant Softball Coach	0.121	4,798	4,798	4,894
Girls' Lacrosse Coach	0.126	4,996	4,996	5,096
Girls' Assistant Lacrosse Coach	0.087	3,450	3,450	3,519
Dance Team Coach	0.108	4,283	4,283	4,368
Cheerleader Advisor	0.108	4,283	4,283	4,368
Cheerleader Advisor (Junior High)	0.050	1,983	1,983	2,022
Extra-curricular Positions				
High School				
H.S. Building Technology Facilitator	0.115	4,560	4,560	4,651
Freshman Class Advisor	0.021	833	833	849
Sophomore Class Advisor	0.026	1,031	1,031	1,052
Junior Class Advisor	0.026	1,031	1,031	1,052
Senior Class Advisor	0.026	1,031	1,031	1,052
French Club Advisor	0.021	833	833	849
Spanish Club Advisor	0.021	833	833	849
Amaranth Advisor	0.033	1,309	1,309	1,335
Newspaper (Arrowhead) Advisor	0.084	3,331	3,331	3,398
Yearbook (Mesasa) Advisor	0.084	3,331	3,331	3,398
Broadcast Journalism Advisor	0.084	3,331	3,331	3,398
Student Council Faculty Advisor	0.075	2,974	2,974	3,034
National Honor Society Advisor	0.026	1,031	1,031	1,052
Quiz Bowl Advisor	0.057	2,260	2,260	2,305
Chess Club Advisor	0.046	1,824	1,824	1,861
American Field Service Advisor	0.021	833	833	849
ECLIPSE Advisor	0.021	833	833	849
Detention Supervisor (hourly)	0.00055	21.81	21.81	22.25
Sat. Morn. Study Supervisor (hourly)	0.00085	33.71	33.71	34.38
Noon Duty Supervisor (daily)	0.00065	25.78	25.78	26.29
Volunteer Focus Advisor	0.031	1,229	1,229	1,254
Dramatics Director (Fall Play)	0.087	3,450	3,450	3,519
Dramatics Director (Spring Play)	0.033	1,309	1,309	1,335
Auditor. Light. & Audio Director (hourly)	0.00065	25.78	25.78	26.29
Musical Director	0.167	6,622	6,622	6,755
Musical Drama Coach/Associate Director	0.0700	2,776	2,776	2,831
Instrumental Music Director	0.107	4,243	4,243	4,328
Instrumental Jazz Band Director	0.020	793	793	809
Pre-season Marching Band Director	0.00065	25.78	25.78	26.29
(hourly, NTE 60 hours)				
Vocal Music Director	0.195	7,733	7,733	7,887
Model UN Advisor	0.057	2,260	2,260	2,305
Science Olympiad	0.057	2,260	2,260	2,305
	43			

Appendix B Supplemental Salary Index 2015 - 201	7			
		1-Aug-15	1-Aug-16	1-Aug-17
	<u>Index</u>	<u>\$ 39,654</u>	<u>\$ 39,654</u>	<u>\$ 40,447</u>
Junior High School				
MAKWA	0.040	1,586	1,586	1,618
Seventh Grade Class Advisor	0.016	634	634	647
Eighth Grade Class Advisor	0.016	634	634	647
Student Council Advisor	0.050	1,983	1,983	2,022
Bear Pause Advisor	0.025	991	991	1,011
Math Counts Advisor	0.040	1,586	1,586	1,618
National Junior Honor Society Advisor	0.026	1,031	1,031	1,052
8th Grade Trip (If 3 days)	0.0092152	365	365	373
8th Grade Trip (If 4 days)	0.013	516	516	526
Power of the Pen Advisor	0.040	1,586	1,586	1,618
Junior High Science Olympiad	0.050	1,983	1,983	2,022
Elementary School				
Elem Building Technology Facilitator	0.115	4,560	4,560	4,651
Just Say No Club Advisor	0.021	833	833	849
Student Council Advisor	0.070	2,776	2,776	2,831
Safety Patrol Advisor	0.050	1,983	1,983	2,022
Detention Supervisor (hourly)	0.00055	21.81	21.81	22.25
Intramurals Supervisor (hourly)	0.00055	21.81	21.81	22.25
Curriculum Professional	0.00033	516	516	526
School Bus Supervisor (hourly)	0.00055	21.81	21.81	22.25
Noon Duty Supervisor (daily)	0.00055	25.78	25.78	26.29
Chorus Director	0.0003	3,053	3,053	3,114
Elementary Science Club Advisor	0.051	2,022	2,022	2,063
6th Grade Camp	0.0092152	365	365	373
6th Grade Math Counts Advisor	0.0032132	1,031	1,031	1,052
Environmental Club Advisor	0.021	833	833	849
Miscellaneous				
Mentor (Entry-Year Teacher)	0.058	2,300	2,300	2,346
Mentor (Experienced Teacher)	0.029	1,150	1,150	1,173
Agora Coordinator	0.200	7,931	7,931	8,089
Agora Faculty Manager (Hourly)	0.00065	25.78	25.78	26.29
Intervention Tutor (Hourly)	0.0009215	36.54	36.54	37.27
Curriculum Work (Hourly)	0.0008131	32.24	32.24	32.89
ESL Tutor (Hourly)	0.0009215	36.54	36.54	37.27
Home Instruction Tutor (Hourly)	0.0009215	36.54	36.54	37.27
LPDC (Hourly)	0.0009215	36.54	36.54	37.27
District Technology Facilitator	0.115	4,560	4,560	4,651
After School Study Room Monitor (Hourly)	0.00055	21.81	21.81	22.25
District Librarian	0.048	1,903	1,903	1,941
	2.2.3	1,000	1,000	1,011

# Appendix C

# Professional Staff Evaluation Plan

# January 1, 2006

- Per the proposed 2015-2017 OHEA Negotiated Agreement:
  Article V: Working Conditions, Section H Evaluation

  #2: Evaluation of teachers will be conducted pursuant to the Administrative Guidelines developed in consultation with teachers employed by the Board. The evaluation system shall be the processes and forms approved by the teacher evaluation committee. Forms approved by the teacher evaluation committee will be posted on the district's intranet.

  #5: The teacher evaluation committee will establish timelines for the observation cycle by June 1, 2015.

  #7: Any certified employees not covered by the mandates of OTES will be evaluated using the Professional Staff Evaluation Plan, in effect as of January 1, 2006.

## **OTTAWA HILLS SCHOOLS**

## PROFESSIONAL STAFF EVALUATION PLAN

# **Philosophy Of Evaluation**

The district's philosophy of instructional excellence is based on the premise that evaluation and staff development are essential to the improvement of instruction and professional growth. Trust and confidence in both the evaluation process and between the people involved are key elements in implementing and maintaining a successful program.

Evaluation and staff development are cooperative efforts among the Board of Education, administration, and professional staff for the purpose of achieving excellence in education for all students.

A district-wide commitment is necessary for evaluation and staff development to be effective. Included in this commitment is an obligation to provide the necessary resources, time, and professional development activities that focus on individual, building and district instructional goals.

# **Purposes of Professional Staff Evaluation**

Professional staff evaluation serves the following purposes:

- to enhance quality instruction
- to encourage, promote and support professional growth both for individuals and groups
- to continuously improve student outcomes through employing best practices
- to clearly define professional duties and performance expectations
- to provide opportunities for self-reflection and self-evaluation
- to provide both formative and summative feedback to teachers
- to help the evaluator to develop an assistance plan when needed
- to guide decisions relative to continued employment and personnel assignments
- to give the administrator a clearer picture of the instruction taking place in the classroom
- to enhance the professional communication between the administration and faculty

## Who Evaluates?

# PHASE I

Evaluations and observations will be conducted by the building principal. In the case of traveling staff members, evaluations and observations will be conducted by the principal(s) as coordinated by the superintendent.

## PHASE II

Evaluations may be completed by the building principal or other administrator as agreed to by the building principal and faculty member(s).

# **Ottawa Hills Faculty Evaluation Process**

The evaluation processes consist of Phase I and Phase II, which allow for evaluation to be differentiated, respecting the professional needs and interests of teachers at different levels of professional and career development.

Using either Phase I or Phase II allows the evaluator to assess the qualitative differences in the performance of novice and expert practitioners. The differentiated evaluations are based on the belief that accomplished practitioners should have increased opportunities to influence the evaluation process as it relates to their continued professional growth.

#### PHASE I

## A. Designed for:

- 1. Faculty members with 0-3 years experience
- 2. Faculty members who are experienced, but who are new employees of the district
- Faculty members holding a continuing contract for whom the building principal deems it necessary to use the Phase I process
- 4. Faculty members with 4 or more years of experience in the district who possess a one-year limited contract
- 5. Faculty members with a continuing contract who elect not to engage in Phase II

#### B. Evaluation Criteria

The criteria for evaluation will include, but will not be limited to the major topics contained in the Ottawa Hills Teacher Evaluation Form. These criteria are:

- 1. A Planning and Preparation
- 2. B Classroom Environment
- 3. C Instruction
- 4. D Teacher Professionalism

# C. Frequency, Procedures, Timelines and Evaluators

- 1. Frequency
  - a. New faculty members (0-3 years experience) and new employees holding one-year limited contracts will be evaluated using the Phase I Teacher Evaluation Forms a minimum of two evaluations per school year

- Faculty members with 4 or more years of experience in the district who possess a one-year limited contract will be evaluated using the Phase I Teacher Evaluation Forms a minimum of one evaluation per school year
- c. Faculty members holding a continuing contract who need specific professional guidance as determined and documented by the building principal will be advised in writing that they will be evaluated a minimum of two times per school year using the Phase I Teacher Evaluation Forms
- d. Teachers with continuing contracts who elect not to engage in Phase II will be evaluated using the Phase I Teacher Evaluation Forms a minimum of **one evaluation every three years**

#### 2. Procedures

- a. Each evaluation must include a minimum of two (2) thirty minute (minimum) classroom observations. One observation should be scheduled with the teacher, while the other may be unscheduled.
- b. Any scheduled observation will include a pre-observation conference. After two observations a post-observation conference will be scheduled. Both the pre and post observation conference forms are included in the Phase I Teacher Evaluation Plan.
- c. The evaluator will use the Phase I Teacher Evaluation Plan form to summarize and give feedback to the teacher. Any additional notes will be shared with the teacher. Faculty members have the right to attach comments to the Teacher Evaluation Plan forms.
- d. If an evaluator has checked NI (needs improvement) or NS (not satisfactory) within a section, an explanation shall be written in the comments section of the evaluation form.

#### Timelines

- a. The first evaluation must be completed no later than January 15<sup>th</sup>.
- b. Teachers must receive a copy of the completed teacher evaluation and any additional comments no later than January 25<sup>th</sup>.
- c. The second evaluation must be conducted between February 10<sup>th</sup> and April 1<sup>st</sup>.
- d. Teachers must receive a copy of the completed teacher evaluation and any additional comments no later than April 10<sup>th</sup>.

#### 4. Evaluator

a. Phase I observations and evaluations must be completed by the building principal.

## PHASE II

# A. Designed for:

- Teachers with continuing contracts who wish to focus on professional growth activities and/or projects that will enhance their knowledge or skill in a specific area.
- Individuals or groups of teachers with continuing contracts who are interested in conducting action research in regard to student performance, student needs, the impact of various teaching methods on learning or other relevant topics mutually agreed upon with the evaluating administrator.

# B. Frequency, Procedures and Timelines

1. Frequency

Faculty members with continuing contract who elect not to engage in Phase II will be evaluated using the Phase I Teacher Evaluation Forms a minimum of **one evaluation every three years**.

- 2. Procedures for Phase II.
  - a. An individual staff member develops a professional growth plan, or a team of staff members may work collaboratively to develop a plan. The individual or group professional growth plan must be mutually agreed upon with the evaluating administrator.
  - b. An individual or group plan may span a period of 1, 2, or 3 years.
  - c. During each year of the plan, the teacher or group of teachers will complete a **Professional Growth Plan Description** and a planning conference will occur.
  - d. Professional Growth Plans may earn OHEAPS (Ottawa Hills Educational Activity Points) subject to the approval of the LPDC. Early submission of plan to the LPDC is required.
  - e. During each year of the plan, the teacher or group of teachers will prepare an **Annual Professional Growth Plan Review**. Each individual will attend a progress conference with the evaluating administrator. In addition, a group conference may also be held.
  - f. A copy of the **Annual Professional Growth Plan Review**, which includes the evaluating administrator's comments, will be placed in each teacher(s) personnel file(s). Faculty members have the right to attach comments to the Annual Professional Growth Plan Review forms.

## 3. Timelines for Phase II.

- During each year of the plan the Professional Growth Plan
   Description and planning conference with the administrator will be completed no later than October 15<sup>th</sup>.
- b. At the conclusion of each year of the plan, the **Annual Professional Growth Plan Review** and assessment conference with the administrator will be completed no later than May 1<sup>st</sup>.

## 4. Evaluator

a. Phase II evaluations may be completed by the building principal or other administrator as agreed to by the faculty member(s) and the building principal.

## SPECIFIC EVALUATIONS FOR OTHER PROFESSIONAL STAFF

The district has developed specific Phase I evaluation instruments for the:

Library Media Specialist

Counselors

District Technology Integration Specialists

These evaluation instruments are included in the Professional Staff Evaluation Plan.

# **Phase I Forms**

# **Ottawa Hills Schools**

# **Teacher Evaluation Plan Phase I Cover Sheet**

Teacher Name:		
	Observation 1	Observation 2
Observation Dates		
Observation Periods/Times		
Grade/Subject		
Post Observation Date		
I certify that this report has been on my signature does not necessarily		received a copy. I understand
Employee Signature		Date
Evaluator Signature		Date
Teachers have the right to attach of	comments. Comments attached	d (please initial):
Yes	No	
Copy: Personnel File		

# **Ottawa Hills Local Schools**

# **Pre-Observation Plan – Phase I**

Те	Teacher's Name:	Grade:
Bu	Building:	
Pro	Pre-Observation Conference Date:	Date(s) of Observation:
	Please bring the following items to your Pre-Observ      Grade book     Supplemental materials to be used in technology materials, etc.     Seating chart     Professional goals (IPDP)     Pre-Observation Plan (completed)     Curriculum Map, Scope and Sequence.  What are your goals for student learning in this I (What do you intend for students to learn?)	the lesson (hand-outs, worksheets, te or Course of Study for area to be observed
2.	2. What teaching methods have you selected to hel	p you achieve your learning goals?
	Briefly outline the sequence of activities and ind plan to spend on each.	licate approximately how much time you
	Activity	Allocated Time

3.	What accommodations are you making for individual student differences? (Grouping arrangements, cultural, special needs, academic and social needs, giftedness, etc.)
4.	How does the content of this lesson build on what was previously learned?
5.	How does the content of this lesson relate to what students will be learning in the future?
6.	How will you know that the students have learned what you intended them to learn? If appropriate, please STAPLE to this form a copy of your Evaluation Plan or instrument (e.g., list of oral questions, written quiz or test, rubric, student demonstration of a skill, or any other evaluation strategy you plan to use).
7.	If intervention is needed, how will it be provided?

8.	Are there any circumstances or anything about the <b>Learning Environment</b> that you think might affect your students or the scheduled observation? (Examples, this is not your classroom, interruptions, behavior plans/patterns of certain students.) If so, please note.
9.	How and for what reason do you communicate with the parents or guardians of the students in your class?
10.	Did you coordinate learning activities or units with other teachers?
11.	With whom do you talk if you need assistance with your teaching skills or if you have a problem with a student?

# Ottawa Hills Schools Teacher Evaluation Plan – Phase I

Section A:	Data				bservatio	n 1	Observation 2		
Planning & Preparation	Sou	urce	Descriptors		NI	NS	S	NI	NS
A-1 STUDENT BACKGROUND	000	O D I	-Understands the importance of becoming familiar with relevant aspects of students' background knowledge and experience -Knows how to find information about students -Shows evidence of a continuing search for improved educational practices						
A-2 SELECTING INSTRUCTIONAL GOALS		O D I	-Clearly articulates lesson goals (differentiates goals from activities) -Teacher's goals reflect learning related to the curriculum -Explains appropriateness of goals for students (e.g. same for all or differentiated goals)						
A-3 CONTENT CONNECTION	000	O D I	-Explains the relationship of the lesson to previous or future lessons -Explains how this lesson fits within the structure of the discipline						
A-4 MATERIALS, RESOURCES, ACTIVITIES AND METHODS		O D I	-Teaching methods align with goals -Creates or selects teaching methods, learning activities, and instructional materials that are appropriate and/or differentiated for the students and are aligned with the goals of the lesson						
A-5 EVALUATION STRATEGIES		O D I	-Evidence of plans for appropriate evaluation on an ongoing basis -Evaluation strategies align with the goals of the lesson -Teacher describes how the evaluation can be used for planning for future instruction.						

Comments/Suggestions/Improvements – Observation 1	Comments/Suggestions/Improvements – Observation 2

O – Observed D - Documented I - Interview

**S** – Satisfactory **NI** - Needs Improvement **NS** – Not Satisfactory

Copy: Personnel File

# **Ottawa Hills Schools Teacher Evaluation Plan - Phase I**

Section B: Data Classroom Environment Source		ata		Observation 1			Observation 2			
		urce	Descriptors		NI	NS	S	NI	NS	
B-1 CLIMATE OF FAIRNESS		O D I	Models fairness by calling on all students equitably     Ensures access to learning for all students, making modifications for equality in seating and grouping     Shows evidence of valuing diversity (ethnicity, gender and cultural backgrounds)     Treats students with respect and encourages this respect for others							
B-2 RAPPORT WITH STUDENTS		O D I	-Relates positively with students -Listens to students and calls them by name -Demonstrates traits of genuine concern, warmth, and sincerity towards students -Rapport is appropriate to students' diverse backgrounds and needs							
B-3 COMMUNICATING EXPECTATIONS	000	O D I	-Gives students words and gestures of encouragement to help students achieve -Learning expectations for the students are challenging, but within their reach -Demonstrates energy and enthusiasm for subject material							
B-4 BEHAVIOR STANDARDS		O D I	-Shows evidence that there are fair and consistent standards for classroom behaviors -Models respectful and appropriate standards of behaviors -Utilizes variety of cues and prompts to redirect inappropriate behavior or student behavior was consistently appropriate							
B-5 LEARNING ENVIRONMENT		O D I	-Uses the physical environment as a resource to facilitate learning -Provisions are made to accommodate all students, including those with special needs -Maintains a physical environment that conveys safety as a primary concern							

Comments/Suggestions/Improvements – Observation 1		Comments/Suggestions/Improvements - Observation 2
O – Observed D -	Docur	nented I - Interview

**S** – Satisfactory **NI** - Needs Improvement **NS –** Not Satisfactory

Copy: Personnel File

# Ottawa Hills Schools Teacher Evaluation Plan – Phase I

Section C: Instruction		D	ata		0	bservatio	n 1	Obs	servation	1 2
		So	urce	Descriptors		NI	NS	S	NI	NS
C-1	Communicating Clearly and Accurately		O D I	-Provides clear, explicit directions -Clearly communicates goals of the lesson -Presents accurate information -Models correct grammar and diction -Shows evidence of introduction and closure of the lesson						
C-2	Using Questioning and Discussion Techniques		O D I	-Varies instruction -Provides individual student tasks appropriate to their ability/achievement levels -Uses various types of questions to promote higher order thinking						
C-3	Engaging Students In Learning		O D I	-Uses appropriate instructional material and/or activities -Presents a variety of activities and materials to spark student interest -Uses activities or strategies that are specifically designed to actively encourage students to think independently, creatively, or critically about the content being taught						
C-4	Providing Feedback To Students		O D I	-Monitors student understanding -Provides feedback to students: verbal, tactile, or written -Assesses learner performance through a variety of formal and informal techniquesIncorporates past learning						
C-5	Demonstrating Flexibility and Responsiveness		O D I	-Demonstrates the ability to work with individuals, small groups, and large groups -Modifies techniques and materials as teaching/learning situations require based on student feedback and assessment -Uses time efficiently (pacing the lesson)						

Comments/Suggestions/Improvements – Observation 1	Comments/Suggestions/Improvements – Observation 2

O – Observed D - Documented I - Interview

S – Satisfactory NI - Needs Improvement NS – Not Satisfactory

Copy: Personnel File

# **Ottawa Hills Schools Teacher Evaluation Plan - Phase I**

Section D:	Data			O	bservation	ı 1	Observation 2			
Teacher Professionalism	So	urce	Descriptors	S	NI	NS	S	NI	NS	
D-1		O D	-Teacher accurately assesses the effectiveness of the lesson and the extent to which the lesson achieved its goals							
Reflecting on teaching		I	-Describes how the results and experiences from this lesson could be used in future instruction							
			-Teacher's judgment regarding the lesson's effectiveness is supported with specific evidence from the observed lesson							
D-2		O D	-Teacher attributes the degree of students' success in meeting learning goals to factors within the classroom							
Demonstrating a sense		I	-Teacher states specific, practical actions that he/she intends to use to help all students learn							
of effectiveness			-Teacher conveys a sense of commitment to searching for a variety of effective approaches so every student can meet learning goals							
<b>D-3</b> Building professional		O D	-Demonstrates knowledge of resources available through colleagues in the school and district							
relationships with		I	-Collaborates with colleagues outside of his or her own classroom to coordinate learning activities							
colleagues/ growing professionally			-Teacher participates actively in professional development and contributes to the profession							
,			-Supports and cooperates with colleagues to achieve building and district goals							
<b>D-4</b> Communicating with		O D	-Communicates student progress periodically with families through the use of email, phone, conference, and/or writing							
families		I	-Teacher is readily available to conference with families to discuss student progress or other factors that impact the student at school							
D-5		0	-Personal appearance is appropriate for the teaching situation							
Personal attitudes and characteristics		D I	-Responds constructively to supervision and feedback		_					

Comments/Suggestions/Improvements – Observation 1	Comments/Suggestions/Improvements – Observation 2

O - Observed

D - Documented

I - Interview

Copy: Personnel File Revised 11/27/05

**S** – Satisfactory **NI** - Needs Improvement **NS** – Not Satisfactory

# **Ottawa Hills Local Schools**

# Post-Observation Plan - Phase I

Teacher's Name:	Date Received by Evaluator:
Date of Observation:	
<b>Directions:</b> Please complete this form and observation.	return it to your evaluator within 24 hours of the
1. Did you depart from anything you plant	ned for today? If so, why?
<ol> <li>If you were to teach this lesson again to same/differently?</li> <li>Same:</li> </ol>	o the same students, what would you do the
Differently:	
3. Based on what happened today, what do	o you plan to do next with this class?

4.	Based on today's lesson, what other evaluation tools could be used?
5.	Select a student that you thought performed well today. What enrichment strategies could you employ in the future for a student like this?
6.	Select a student that you thought did not perform well today. What intervention strategies could you employ in the future?
7.	Any additional concerns or comments:

# **Phase II Forms**

# OTTAWA HILLS SCHOOLS PHASE II

# **Professional Growth Plan: Guideline for Development**

A professional growth plan may be developed for an individual staff member, or a team of staff members may elect to collaboratively develop a plan. The plan may be for 1, 2, or 3 years, and an Annual Profession Growth Plan Review will be completed for each year of the plan. Revisions to the plan may be completed annually.

Professional Growth Plan Element	Suggestions
What <b>format</b> will be used?  The format could include, but is not limited to:	Working with an administrator, with peers, independently, multidisciplinary, grade level teams, department teams, or a combination of approaches
What is the <b>goal</b> of your Professional Growth Plan?	Individual, team, building, or district goals that result in improvement of student learning.  Examples are: Refining Current Practices, Acquisition of New Skills or Knowledge, Designing Learning Experiences to Help Students Connect Concepts Across Content
Goals could include, but are not limited to:	Areas, Differentiating Instruction, Evaluating or Implementing research based best practices.
What is the <b>time line</b> of your plan?	1 year, 2 year, or 3 year plan; if multi-year please include a detailed timeline in your plan
Time line must be either:	description
What methods or strategies will you be using?  Methods or strategies could include, but are	Action research, curriculum development, implementation of instructional strategies, professional growth portfolios, professional reading & discussion groups, course or unit development, design of new assessments, interdisciplinary teaming projects, community
not limited to:	service projects
What are the indicators of progress?  Indicators of progress could include, but are not limited to:	Student work portfolios, videotapes of classes, peer or principal observations, parent and/or student surveys, measuring and reporting performance assessment data, professional portfolios, case study analysis
What resources/support are needed?	Classroom and/or student materials,
Resources/support could include, but are not limited to:	workshops, books, collegial time, technology resources, administrative and/or collegial support, released time, books, experts in the field, research results, finances (subject to prior approval by the evaluator)

# OTTAWA HILLS SCHOOLS PHASE II

# **Professional Growth Plan: Description**

Staff Member	_Participant(s)					
Building Subject/Grade What is the format of your plan?	Length of Plan: 1 2 3 years					
What is your goal?						
Describe how this goal will improve stud	dent learning.					
What methods and strategies are you u	sing?					
What are your indicators of progress?						
What resources or support do you need?						
Staff member signature	_ Administrator signature					
Is this year 1 2 3 of your plan? (circle one)	Today's Date					
Copies to: Principal, Staff Member(s), Personnel File						
	added to complete this form n administrator no later than October 15th					
Copy: Personnel File	Comments Attached (Please Initial)Yes					

# OTTAWA HILLS SCHOOLS PHASE II

**Professional Growth Plan: Review** 

Staff Member	_Participant(s)				
Building Subject/Grade A. List the target goal(s) of the Profession					
B. Write a descriptive summary of the property Plan	rocess used in the Professional Growth				
C. List results/outcomes from the Profes	ssional Growth Plan.				
Staff member(s) comments:					
Administrator comments:					
Staff member signature(s)					
Administrator signature	Today's Date				
	dded to complete this form an administrator no later than May 1st				
Copy: Personnel File	Comments Attached (Please Initial)YesNo				

# **Evaluations Instruments for the:**

Library Media Specialist

Counselors

# OTTAWA HILLS LOCAL SCHOOLS EVALUATION FOR LIBRARY MEDIA SPECIALIST – PHASE I

Library Media Specialist			Building			Evaluator		Date		
	S – Satisfa	ctory	NI - 1	Needs Imp	provement	NS - Not Satisfactory				
Perfor	mance Area I: Learning and Teaching				12.	Collaborates with other libraries and media centers				
CRIT		S	NI	NS		to provide services to the learning community.				
1.	Designs, implements and evaluates instructional lessons/programs to meet the various information and learning needs of students and staff.				13.	Participates in professional organizations.  mance Area V: Interpersonal Relations				
2.	Promotes, through collaboration with classroom				CRITI		S	NI	NS	
	teachers, the integration of information skills in the instructional program.				14.	Demonstrates effective interpersonal relationships with students and staff.	3	NI	NS	
3.	Responds to the immediate information needs of students.				15.	Promotes student self-concept.				
Perfor	mance Area II: Information Access and Delivery				16.	Fosters student self-discipline and responsibility.				
CRIT	ERIA	S	NI	NS	17.	Demonstrates patience, firmness, understanding and sensitivity to the needs of students.				
4.	Promotes a variety of information resources (electronic/print/media).				18.	Encourages student participation through praise, acceptance, and redirection.				
5.	Organizes and maintains the collection and accurate databases for circulation and on-line collections.					mance Area VI: Professional Growth and Respons			L va	
6.	Instructs students and staff in the use of available information resources.				19.	Demonstrates a willingness to keep curriculum and	S	NI	NS	
7.	Evaluates, selects and acquires materials to				20.	instruction practices current.  Follows the district's designated curriculum.			+	
	support the instructional program and pleasure reading.				21.	Supports and follows Board of Education policies and district rules and regulations.				
Perfor	mance Area III: Program Administration				22.	Demonstrates acceptance and recognition of out-				
CRIT	ERIA	S	NI	NS	22	of-class responsibilities.				
8.	Plans for, directs and supervises library budgets to maintain resources and materials.				23.	Maintains the highest standards of professionalism.				
9.	Organizes and supervises library personnel.				ADDI	ΓΙΟΝΑL COMMENTS BY LIBRARY MEDIA SPEC	IALIST:			
10.	Directs the resources of the district's libraries.					No comments Comments atta		separate s	sheet	
Perfor	mance Area IV: Professional Leadership and Colla	boratio	n				011 0	- F	*	
CRIT		S	NI	NS					_	
11.	Collaborates with colleagues, students, administrators and parents to support the library program.					Date Signature (indicating knowle <b>Personnel File</b>	age of re	port)		

11/28/05

# **Library Media Specialist Self Reflection Summary**

This summary sheet is to help you organize your thoughts for discussion on the post evaluation meeting with your evaluator.
Using the skills listed in each area on the evaluation sheet, summarize your strengths, give specific examples and explain how these relate to your professional goals and the district goals
Learning and Teaching
Information Access and Delivery
Program Administration
Professional Leadership and Collaboration
Interpersonal Relations
Professional Growth and Responsibilities
Suggestions for Improvement

# LIBRARY MEDIA SPECIALIST

# **NARRATIVE COMMENTS:**

Name	Schoo	l Year
School	Evaluation Conference	e Date
Summary Statements Learning and Teaching	Information Access and Deliver	у
Program Administration	Professional Leadership and Co.	llaboration
Interpersonal Relations	Professional Growth and Respon	nsibilities
Suggestions for Improvement		
Library Media Specialist Signature  Copy: Personnel File	Administrator Signature	Date

11/28/05

# OTTAWA HILLS LOCAL SCHOOLS COUNSELOR EVALUATION – PHASE I

Counselor		Building		Evaluator		Date			
	S – Satisfa	ctory	NI - N	Needs Imp	ovement NS - Not Satis	factory			
Perforn	nance Area I: Productive Counseling Techniques					rofessional Growth and Responsi	bilities		
<b>CRITE</b>	RIA	S	NI	NS	CRITERIA		S	NI	NS
1.	Relates effectively with others.					illingness to keep current in bunseling practices.			
2.	Helps students with personal as well as educational and vocational issues.					ct-designated curriculum where			
3.	Cooperates with administration regarding the development of the counseling program.					ows Board of Education policies			
4.	Attends to, follows through, and reports back on administrative referrals.				19. Demonstrates acc	eptance and recognition of eyond the scope of counseling.			
5.	Is responsive to parent concerns.				•				
6.	Promotes free and open communication between the school and home.				20. Maintains the high	hest standards of professionals.		<u> </u>	
7.	Oversees students transitions to their next level of				Performance Area IV: S	pecial Education Responsibilities			
	education.				CRITERIA	-	S	NI	NS
8.	Encourages students to use other service personnel when appropriate and actively assists in the referral process.				to arrange placem	ing vocational school personnel ents for regular/special education g tours, registration materials,			
9.	Is sensitive to the role and challenges that face teachers in the classroom.				scheduling, etc.).  22. Meets with 504 te	eams once per year per student to			
10.	Cooperates willingly with all school personnel.				follow through an			I	
D 6					accommodations				
	nance Area II: Interpersonal Relations		NIT	NG	24. Participates in tea	m meetings regarding parent and		1	
11.	Demonstrates effective interpersonal relationships	S	NI	NS	teacher referrals, action.	and follows-up with appropriate			
12.	with students.  Promotes student self-concept.					ds students make appropriate tions that support their needs.			
13.	Fosters student self-discipline and responsibility.					11			
14.	Demonstrates patience, firmness, understanding and sensitivity to the needs of students.				ADDITIONAL COMMEN				
15.	Encourages student participation through positive feedback, acceptance, and redirection.				No comments	Comments attac	ched on s	eparate s	heet
Copy: I	Personnel File				Date	Signature (indicating knowled	dge of re	port)	_

# **Counselor Self Reflection Summary**

meeting with your evaluator.
Using the skills listed in each area on the evaluation sheet, summarize your strengths, give specific examples and explain how these relate to your professional goals and the district goals
Productive Counseling Techniques
Interpersonal Relations
Interpersonal Relations
Professional Growth and Responsibilities
Special Education Responsibilities
Suggestions for Improvement
ouggestions for improvement

# **COUNSELOR**

# **NARRATIVE COMMENTS:**

Name	Scho	ool Year
School	Evaluation Conferen	nce Date
Summary Statements Productive Counseling Techniques	Interpersonal Relations	
Professional Growth and Responsibilities	Special Education Responsibility	lities
Suggestions for Improvement		
Counselor Signature Copy: Personnel File	Administrator Signature	Date

11/28/05

# **Appendix D**

#### Paramount Insurance Company **Summary of Benefits Self Insured HMO** Ottawa Hills Bd of Ed Group Number: 0310010001 Effective Date: 7/1/2014 Calendar Year Benefit Period: Dependent Child Dependent children are covered until the end of the month they turn age 26. Coverage for Limiting Age: Dependent children who meet certain Ohio eligibility conditions may be extended upon the written request of the Subscriber until the end of the month the Dependent child turns age 28. Paramount believes this plan is a Large Group grandfathered health plan under the Patient

Protection and Affordable Care Act.

	Paramount HMO Network				
Deductible:	\$150 Single/\$300 Family				
Out-of-Pocket Copayment Limit:	\$1,500 Single/\$3,000 Family				
Covered Services:	All Covered Services not listed below are subject to 15% Coinsurance.				
Primary Care Physician Office Visits:	\$15 Copayment per Office Visit.				
Specialist Physician Office Visits:	\$25 Copayment per Office Visit.				
Inpatient Hospital:	15% Coinsurance				
Outpatient Surgical Facility:	15% Coinsurance				
Outpatient Physical/Occupational/Speech Therapy:	15% Coinsurance up to 30 Visits per Member.				
Emergency Room Facility:	\$100 Copayment. Waived if admitted.				
Urgent Care Facility:	\$15 Copay				
Ambulance:	Emergency – 15% Coinsurance				
Skilled Nursing Facility Days:	Unlimited Days				
Mental Illness/Substance Abuse:	Covered Services are subject to the same Deductible, Copayments and/or Coinsurance as any other physical disease or condition.				
Durable Medical Equipment:	Covered in Full, subject to Medicare Part B guidelines.				
Prosthetic Devices:	Covered in Full, subject to Medicare Part B guidelines.				
Infertility:	30% Coinsurance.				
Contraception Services:	Covered, subject to applicable copayment.				
Foot Orthotics Rider:	Covered for foot orthotics that do not meet Medicare criteria; subject to DME benefit limit.				
Private Duty Nursing Rider:	Coverage not available.				
Chiropractic Services Rider:	\$10 Copay per Visit up to 40 Visits.				
Hearing Aid Rider:	\$700 toward the purchase of hearing aid(s) every 36 months (or every 3 calendar years under Paramount Elite).				
Vision Hardware Rider:	Coverage not available.				
Additional Rider A:	Coverage not available.				
Additional Rider B:	Coverage not available.				
Additional Rider C:	Coverage not available.				
Preventive Health Services:	Covered in full.				

# Appendix D

#### **Notice Concerning Coordination of Benefits**

If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and hospitals, and it may be impossible to comply with both plans at the same time. Read all the rules very carefully, including the Coordination of Benefits section, and compare them with the rules of any other plan that covers you or your family.

#### **Restrictions on Choice of Providers**

All services described in the Summary of Benefits must be provided, arranged or authorized by your Primary Care Provider except for Emergency Medical Conditions. In the event you are referred to a non-Participating Provider, Prior Authorization must be obtained from Paramount by your Primary Care Provider except in an emergency. In order to receive services through someone other then your PCP or a Participating Provider these restrictions apply: 1)All services must be deemed Medically Necessary by Paramount; 2)Services (except for Emergency medical Conditions) must be approved in advance by Paramount's Medical Director; and 3)All services must be those which cannot be provided by or through a Paramount Participating Provider. The services of chiropractors are not covered unless an optional rider has been purchased.

#### **Principal Exclusions and Limitations**

Exclusions include, but are not limited to: dental services, dental treatment of TMJ, growth hormones, custodial care, convenience care items, experimental/investigational services, routine foot care, cosmetic surgery (except to restore functioning), assisted reproductive technology including but not limited to: in vitro fertilization, GIFT, ZIFT, infertility drugs, surrogate pregnancy and other assisted reproductive technology unless specifically required by state regulation. The Summary of Benefits is an outline of Deductibles, Copayments, Coinsurance and limits. For complete details on Paramounts Benefits, refer to your Ohio Member Handbook, the Group Medical and Hospital Service Agreement or call our Member Service Department at(419) 887-2525 or toll-free at 1-800-462-3589. TTY services for the hearing impaired are available by calling 1-888-740-5670. You may also visit our web site at www.paramounthealthcare.com

All Covered Services are subject to Medical Necessity. Refer to the Group Medical and Hospital Service Agreement, Sections I through V for further details.

#### **Deductible and Out-of-Pocket Copayment Limit**

A Deductible is the amount you must pay for Covered Services within each Contract or Calendar Year before benefits will be paid by Paramount. If your plan has a Deductible, it is stated above. Preventive Health Services and Covered Services requiring a Copayment are not subject to the Deductible. The Out-of-Pocket Copayment Limit is the maximum amount of Copayments and Coinsurance including the Deductible (if any) you pay every Contract or Calendar Year. Copayments and Coinsurance for Supplemental Health Services such as substance abuse, home health care, durable medical equipment, prosthetic devices, vision hardware, prescription drugs and any penalties do not count toward the Out-of-Pocket Copayment Limit.

#### Official Terms of Enrollment and Health Benefits

See Paramount Health Care Member Handbook - Grandfathered / Member Handbook Non Grandfathered and Health Care Reform Amendment Grandfathered / Health Care Reform Amendment Non-Grandfathered.

# Appendix D

Prescription Drug Rider Summary of Benefits					
JEFFERSON HE	EALTH PLAN / OTTAWA	A HILLS BOARD OF EDUCATION			
Drug Formulary :	CVS / Caremark				
Copay Type :	3-Tier				
DAW Status :	Drug. If the Physician Name Drug, you will I Arrangement listed be has not specified DAV Drug price and the Ge	Generic Substitution Generic Drugs, when available, will be dispensed in place of a Brand Name Drug. If the Physician has specified "Dispense as Written" (DAW) for a Brand Name Drug, you will pay the highest Drug Copayment within your Copayment Arrangement listed below. If you request a Brand Name Drug and the Physician has not specified DAW, you will pay the difference between the Brand Name Drug price and the Generic Drug price, plus the highest Drug Copayment within your Copayment Arrangement listed below.			
Non-Participating Pharmacies :	Not Covered				
	Retail Pharmacy	Mail-order Pharmacy			
Day Supply :	30	90			
Generic Copay:	\$5	\$10			
Preferred Brand Copay :	\$15	\$30			
Non-Preferred Brand Copay :	\$20	\$40			
	Additional Benefits and Programs				
Contraceptives / Birth Control Drugs :	Applicable Copay Applies				
HMO Specialty Drug Program :	20% Coinsurance up to a maximum of \$50. Specialty drugs are available through a limited specialty network and not available through standard mail-order program.				

# NEGOTIATED AGREEMENT BETWEEN THE OTTAWA HILLS EDUCATION ASSOCIATION AND THE OTTAWA HILLS BOARD OF EDUCATION

# JANUARY 1, 2015 - DECEMBER 31, 2017

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