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# OTSEGO LOCAL SCHOOLS

# MASTER AGREEMENT

OTSEGO EDUCATORS ASSOCIATION

AND

OTSEGO BOARD OF EDUCATION

JULY 1, 2024 – JUNE 30, 2027

*Last Updated: Tuesday, February, 2025*

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## PREAMBLE

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

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

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

## ARTICLE I
RECOGNITION

A. RECOGNITION

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

B. ELECTIONS

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

C. SCOPE OF BARGAINING

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

## ARTICLE II
ASSOCIATION RIGHTS

A. EXCLUSIVE RIGHTS

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

B. USE OF BUILDINGS, FACILITIES, EQUIPMENT AND SERVICE

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

interfere with previously scheduled building use.

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

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

C. DISSEMINATION OF INFORMATION

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

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

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

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

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

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

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

deductions.

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

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

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

E. RELEASE TIME FOR ATTENDING ASSOCIATION PROFESSIONAL MEETINGS

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

2. The Ohio Education Association State Conventions are held in Columbus during April and December annually. This shall be a maximum of three (3) work days. The Association shall be responsible for all expenses. Requests for attending the convention shall be submitted in writing to the Superintendent ten (10) days prior to the start of the Convention. Released time for attending these conventions shall not be subtracted from released time mentioned in Section E. (1) above.

3. The OEA local president will receive release time up to two days to conduct Association business in increments of not less than ¼ day mutually agreed between the OEA President and Superintendent.

4. Payroll deductions of membership dues, Board-authorized insurance, tax sheltered/deferred programs, credit union, and the United Fund will for all certified staff members.

F. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

law SB 230.

Representation: The LPDC will consist of five members, three members who will be teachers selected by the Otsego Educators Association.

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

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

G. HEALTH CARE COMMITTEE

The Board and Association agree to develop a Health Care Committee consisting of three (3) members of the Otsego Education Association appointed by the Association President and three (3) members of the Administrative/Board team appointed by the Superintendent.

## ARTICLE III
NEGOTIATIONS PROCEDURE

A. REQUESTS FOR NEGOTIATIONS

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

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

B. REPRESENTATIVES

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

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

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

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

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

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

C. INFORMATION

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

D. MEETINGS

1. Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

2. Negotiation sessions shall be held in executive session.

E. TIME LIMITS

1. The chair of either group may recess his or her group for independent caucus at any time. Caucus shall be of reasonable length (e.g. thirty minutes).

2. Bargaining sessions shall last a maximum of three (3) hours.

3. Days shall mean calendar days unless specified otherwise (for purposes of this article).

4. Time limits established under the Negotiations Procedure may be modified by mutual agreement.

F. AGREEMENT

1. As items receive tentative agreement they shall be reduced to writing and initialed by each party.

2. The final tentative agreement shall be reduced to writing and submitted to the Association and Board for final approval.

G. DISAGREEMENT

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

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

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

The selection of panel members shall be as follows:

a. The Board shall select one member.

b. The Association shall select one member.

c. These two members will select a third member who will serve as chairperson. Should they fail to agree, the third party shall be obtained through the American Arbitration Association according to its voluntary rules and regulations.

d. This panel will have authority to call witnesses, hold hearings and confer with any parties deemed advisable to affect a recommendation to the Board and to the Association.

e. All hearings by this panel shall be in closed sessions and no news releases shall be made concerning the progress of the hearings.

f. The Board of Review shall act as fact finders, conferring with both parties, and will make recommendations for settlement of issues in question within twenty (20) days from the date of its establishment. The recommendation of the Board of Review shall be reached, within five (5) days or a mutually agreed upon date, the Board of Review's report shall be submitted to the Board and the Association for approval or rejection and then be made public. Such action by the parties must be completed no later than thirty (30) days after receipt of the fact-finding report.

Each party will pay the expenses of its own representative on the Board of Review. However, the expenses of the chairperson will be shared equally by the Board and Association.

H. DEFINITIONS AND TERMS

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

Caucus – A Limited break in the negotiation's session of no more than thirty (30) minutes, unless extended by mutual agreement.

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

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

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

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

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

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

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

## ARTICLE IV
GRIEVANCE PROCEDURE

A. GRIEVANCE

1. Grievance definitions

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

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

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

2. Purpose

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

B. PROCEDURE

Any staff member suspecting a violation of the provisions of the Master Agreement shall first discuss such violation with his or her immediate supervisor. The staff member shall have the right to be represented by a person of his/her choice.

**STEP 1**

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

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

**STEP 2**

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

**STEP 3**

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

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

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

**STEP 4**

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

The written demand will be served upon the Superintendent. Within ten (10) work days after such written notice, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree

upon an arbitrator within the specified period, a request for a list of arbitrators may be made to the AAA by either party.

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

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

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

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

## ARTICLE V
EMPLOYMENT PRACTICES

A. OBSERVATION AND EVALUATION PROCESS

**1. OTES and OSCES Evaluated Members Only**

a. All bargaining unit members meeting the statutory definition of "teacher" or "school counselor" who spend at least fifty percent of the time employed providing student instruction pursuant to Ohio Revised Code or under a professional or permanent teacher's certificate issued under former section 3319.222 of the Revised Code shall be evaluated in accordance with the Board adopted evaluation policies Standards-Based Teacher Evaluation and Standards-Based Counselor Evaluation in effect of this signed agreement, and any memoranda of understanding entered into by the parties.

**2. Observation/Evaluation Procedures:**

a. Teachers/counselors will be evaluated according to the Ohio Teacher Evaluation System ("OTES 2.0") model or the Ohio School Counselor Evaluation System ("OSCES") as approved by the State Board of Education.

b. Unless a teacher or counselor is in a contract renewal year, they will be formally evaluated according to the following schedule.

   i. Teachers/counselors rated “Accomplished” will be formally evaluated once every three (3) years.
   ii. Teachers/counselors rated “Skilled” will be formally evaluated once every two (2) years.
   iii. Teachers/counselors rated “Developing” and “Ineffective” will be formally evaluated annually.
   iv. Teachers/counselors placed on an improvement plan will be formally evaluated regardless of the previous year's rating.

c. Any teacher/counselor whose contract is up for renewal will receive a formal evaluation in the final year of their contract.

d. Informal observations will be completed in the years between formal observations following the timeline above.

e. Within ten (10) school days of the first day of school (first teacher workday) the teacher/counselor shall receive notification of their assigned evaluator. No observation may take place until the teacher/counselor is notified of their evaluator.

f. Each evaluation shall be based on at least two (2) formal observations. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations. Teachers shall not receive a formal observation on a day before or after the following: the administration of state testing in their classroom, a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days unless chosen by the member.

g. The first formal observation must be completed prior to January 15, and the final observation must be completed by May 1st.

h. A pre-observation shall occur before the formal observation if requested by the evaluator or member. The teacher must provide copies of his/her evidence to the assigned evaluator at the pre-conference at least one (1) day before the observation. Prior to the observation, the assigned evaluator must provide a minimum of a two (2) days notification to the teacher. The assigned evaluator may informally contact the teacher if he/she needs any further clarification regarding the activity to be observed. The evaluator and member will mutually agree on the date and time for any pre-observation conference.

i. Walkthroughs can be conducted at any time. A walk-through shall last no more than ten (10) minutes. There shall be no more than five (5) walk-throughs per observation cycle. A copy of the document summarizing the time, date, and comments on the walkthrough shall be given to, or

sent to the Member in written form within seven (7) school calendar days after the walkthrough.

j. After observing the teacher/counselor's activity, the assigned evaluator will complete a rubric. The assigned evaluator will provide the teacher/counselor with a copy of the rubric. The teacher/counselor and the assigned evaluator will formally meet for a post observation conference unless mutually agreed upon between the member and evaluator. The rubric will be reviewed at this time. A building representative may be present at the meeting as an observer only. The teacher/counselor shall receive copies of the rubric. The same procedure will be followed for the teacher/counselor's second evaluation.

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

l. The teacher has up to ten (10) school calendar days beyond the final formal observation conference to present evidence to support/refute classroom observations. The evaluator will be considered to have met the deadline of this article if the evaluator completed their responsibilities timely but altered, amended, or supplemented their evaluation activities or documentation based on the member's presentation. All of the original documents obtained through the observation process must be filed and maintained by the assigned evaluator in each building. The teacher will receive copies of any or all of these documents.

m. At the end of the observation cycle, both the assigned evaluator and the teacher/counselor must "pin" the final summative evaluation in the Ohio Evaluation System (Ohio ES) by May 15. The teacher's signature ("Pin") does not necessarily indicate approval, but awareness of the rating

**3. Non-OTES Evaluated Members**

a. Bargaining unit members who do not meet the statutory definition of teacher and/or any other non-OTES member working under the Ohio Revised Code (ORC) who provide services to students in the Otsego Local School District shall be formally evaluated throughout the school year by the assigned evaluator using the following timeline:

b. Non-OTES Teachers will be observed throughout the school year by the assigned evaluator using the following timeline:

c. By May 1, a final evaluation will be completed by the assigned evaluator. In the event the non-OTES member is in jeopardy of non-renewal, the final evaluation will be completed by April 15. The original document will be sent to the Superintendent for their review and filing in the school district's personnel file. A conference to discuss this document will be completed by May 15. A copy will be kept by the assigned evaluator, and one will be provided to the non-OTES member as well.

d. An evaluation may include the following sections:
   i. Description of the current role
   ii. Professionalism
   iii. Knowledge of the Job
   iv. Communication
   v. Work Habits/Dependability
   vi. Attitude
   vii. Area of reinforcement
   viii. Area of refinement
   ix. Student data component

e. If "recommendations for improvement" are so noted, the assigned evaluator will provide the non-OTES member with concrete suggestions as to how to improve the quality of their performance and how to possibly eliminate any deficiencies noted during the observation period. When improvement is observed by the assigned evaluator, it will be so noted and dated on the Non-OTES Evaluation Form. Furthermore, the non-OTES member is encouraged to provide other evidence of improvement, and this information will be so noted as well.

f. The non-OTES member has up to ten (10) days to submit a letter of rebuttal to the Non OTES Evaluation Form. Letters of rebuttal will be attached to the Non-OTES Evaluation Form. A written reply from the evaluator may also be submitted and attached. The letter of rebuttal shall be placed in the non-OTES member's personnel file.

g. Both the assigned evaluator and the non-OTES member must sign and date the Non-OTES Evaluation Form. The non-OTES member's signature does not necessarily indicate approval, but rather an awareness of the contents. All of the original documents obtained through the evaluation must be filed and maintained by the assigned evaluator in each building. The non-OTES member will receive copies of any or all of these documents.

**4. All Evaluated Members**

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

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

c. It is agreed that any complaints regarding violations of either this Article or the Board-adopted evaluation policy shall be subject solely to the grievance procedure contained in this Agreement and shall supersede and replace conflicting provisions of any evaluation requirements of Ohio Revised Code section 3319.11 with which this provision is in conflict.

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

**5. Mentor Coaches for Teachers**

a. Teachers may request that a Mentor/Coach (if available) be assigned to work with them to improve their performance if rated as developing, ineffective, or are placed on an improvement plan.

b. The Mentor/Coach may be trained to mentor a teacher and will not be the mentee teacher's credentialed evaluator.

c. The Mentor/Coach will be provided release time once a quarter to observe the mentee teacher.

d. The Building principal will select the Mentor/Coach from a list of qualified teachers who have expressed a willingness to serve as a Mentor/Coach.
   i. The Mentor/Coach should have continuing contract status or have served as a teacher in the District for at least three (3) consecutive years.
   ii. The Mentor/Coach must hold a valid teaching certificate/license and typically will be assigned to a teacher with the same area of certification/license.
   iii. The Mentor/Coach must have demonstrated ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
   iv. The Mentor/Coach shall not have a role in the formal evaluation of the mentee teacher.

e. The Mentor/Coach will not be requested or directed to make any recommendations regarding the continued employment of the mentee teacher.

f. At any time, either the Mentor/Coach or mentee teacher may exercise the option to have a new mentor assigned. No specifics shall be given as to the basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher.

B. EMPLOYEE DISCIPLINE AND TERMINATION PROCEDURE

**1. Employee Discipline Procedure**

a. The purpose of a Progressive Discipline plan is to address problems that may arise during the school year affecting an employee's classroom performance or compliance with District rules, regulations, policies, or directives in an effective and confidential manner, to correct and document employee performance problems, and to administer employee discipline.

b. An employee may be disciplined for just cause.

c. Before imposing a demotion, suspension or discharge on an employee, the Superintendent or his/her designee shall hold a conference with the employee to give an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee has the right to be accompanied by his/her union representative. The conference will be scheduled within 48 hours of a discovered incident. The employee shall be notified, in writing, at least 24 hours prior to the conference.

d. If the Superintendent or designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, they may relieve the employee of duty with pay pending the conference to determine final disciplinary action.

e. Discipline will normally be progressive but may be decided on an individual basis based upon the severity of the violation(s). Therefore, discipline may begin at any step of the disciplinary procedure which is appropriate to the severity of the infraction. At any level, the employee may have representation.
   i. Verbal Reprimand: Documentation of this verbal reprimand will be placed in the employee's personnel file. The verbal reprimand shall be signed and dated by both the employee and the administrator/supervisor prior to being placed in the employee's personnel file.
   ii. Written Reprimand: The written reprimand shall be signed and dated by both the employee and the administrator/supervisor prior to being placed in the employee's personnel file.
   iii. Suspension or Demotion: The suspension or demotion shall be signed and dated by both the employee and the administrator/supervisor prior to being placed in the employee's personnel file. Fringe benefits shall remain in effect during the time of any suspension under this article.
   iv. Termination: Termination shall be subject to ORC 3319.16 and is the exclusive process for challenging a termination. Termination shall not be subject to the grievance process.
   v. If a grievance is filed because of a suspension, the grievance may be initiated at Step Two (2) of the grievance process.
   vi. Employee signatures only indicate receipt of disciplinary notice, not that they agree.

vii. The employee may submit a rebuttal to any level of discipline within ten (10) days of the issued discipline. The rebuttal shall be affixed to the disciplinary letter in the personnel file.

**2. <u>Termination Procedure</u>**

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

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

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

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

5. Any teacher affected by an order of termination of contract may appeal to the court of common pleas of the county in which the school is located within thirty (30) days after receipt of notice of the entry of such order. Such appeal shall be an original action in said court and shall be commenced by the filing of a petition against such Board, in which petition the facts shall be alleged upon which the teachers rely for a reversal or

modification of such order of termination of contract. Upon service or waiver of summons in said appeal, such Board shall immediately transmit to the clerk of said court for filing a transcript of the original papers filed with the Board, a certified copy of the minutes of the Board into which the termination finding was entered, and a certified transcript of all evidence adduced at the hearing or hearings before the referee, hereupon the cause shall be at issue without further pleading and shall be advanced and heard without delay. The court shall examine the transcript and record of the hearing and shall hold such additional hearings as it deems advisable, at which it may consider other evidence in addition to such transcript and record.

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

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

C. TEXTBOOKS/CURRICULUM RESOURCES

Each department or grade level will review the adequacy of current textbooks/curriculum resources in accordance with the Local/State/Federal standards.

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

D. NON-TEACHING DUTIES

Teachers shall not transport students in a personal automobile without the approval of the building administrator or the administrator's designee.

E. REVIEW OF PERSONNEL FILE

1. Each staff member shall have the right to examine the content of their personnel file upon request with an administrator present within the room.

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

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

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

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

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

7. A unit member shall have the right to obtain a photocopy of items they may have access to except as in accordance with Section 3 of this article, upon payment of the reasonable cost of copying the material.

8. Prior to materials being placed in the personnel file the following must take place:
    a. The unit member must be notified that the contents are being placed in the file.
    b. The unit member's signature must be obtained to indicate (only) that the unit member is aware of the document but does not necessarily agree to the contents.
    c. Material placed in the file will be dated as to one of the following
        i. date of receipt of communication by the individual placing it in the file
        ii. date of issuance from the individual who initially provided the material
        iii. date of entry into the file.

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

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

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

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

13. Removal of materials
    a. Information in the personnel file of a teacher may be removed upon the mutual agreement of the staff member and either the Administrator making the entry with the concurrence of the Superintendent, or the Superintendent or the Superintendent's designee.

F. CLASS SIZE

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

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

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

Efforts will be made to equalize class size in district elementary schools. Consultation with general education teachers, special education teachers and administration will be used to assist in the placement of special needs students when creating class sections in order to optimize student learning. Special needs students shall be as equally distributed into assigned grade levels (HS and JH) as possible per subjects based on their needs stated in their IEP or 504.

For each K-3 grade level with one or more sections that exceeds twenty-five (25) students, but none that exceeds twenty-eight (28) students, the Board shall hire an educational aide to work the equivalent of ½ day for each student contact day

For each 4-5 grade level with one or more sections that exceeds twenty-eight (28) students but none that exceeds thirty (30) students, the Board shall hire an aide to work the equivalent of ½ work day for each student contact day. For each 4-5 grade level with one or more sections that exceeds thirty (30) students, the Board shall hire an educational aide to work the equivalent of a full day for each student contact day.

In grades K-5, if there is a classroom aide assigned to a class due to numbers, the aide will travel with the class to special area classes.

Classroom aides assigned to two different teachers shall not be pulled to use as substitutes in other areas.

Teachers assigned split grade level classes in grades K-5 shall be provided a permanent substitute to work the equivalent of a day for each student contact day at the current pay rate for substitute teachers every day although, the building principal and teacher may mutually agree to configure the time in a different manner. The permanent substitute will have no other rights, privileges or benefits under the contract except the Board's share of retirement premiums. In situations where classroom aides are used,

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

If a classroom aide is not immediately available the first day a classroom is eligible, the aide will remain with the classroom in the event the numbers drop below the cutoff so that the total number of days attended in the classroom equates to the total number of days the classroom was eligible for an aide or until the end of the work week, whichever is longer. Building principal and teacher will be mutually responsible for monitoring required aide work days.

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

G. SUPPLIES AND CLASSROOM FACILITIES

Within each classroom, the physical arrangement of movable furniture and equipment shall be at the discretion of the individual teacher as long as such arrangement appropriately accommodates student needs.

H. COMPLAINTS AGAINST TEACHERS

1. An administrator who receives a complaint about a teacher will encourage the complainant to discuss the concern with the teacher first.

2. An administrator who receives a complaint about a teacher will use his/her best judgment in deciding whether or not to bring the complaint to the teacher’s attention within three (3) days of the complaint against the teacher.

3. Staff members shall have the opportunity to resolve the complaints with the complainant.

4. If, in the opinion of the administrator, a complaint should be recorded and sent to the teacher, that complaint will not be used at a later date for any disciplinary action.

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

6. Anonymous complaints shall not be considered unless the complaint involves the health, safety and/or welfare of a student or other employees or involves allegations of criminal conduct.

## I. REGULAR TEACHING HOURS AND TEACHER LOAD

1. The regular work day for all secondary teachers (6-12) shall not exceed seven (7) hours, twenty (20) minutes. The regular work day for all elementary teachers (PK-5) shall not exceed six (6) hours, fifty-five (55) minutes. Both secondary and elementary work days shall include a thirty (30) minute duty-free lunch period. All teachers are expected to report to their respective classrooms or assigned areas fifteen (15) minutes before classes begin. All teachers are expected to remain in their respective classrooms or assigned areas ten (10) minutes after the close of the school day. Junior High and High School Teachers contact with students ends at dismissal. Elementary teachers' contact with students ends after they walk their students to the bus doors.
    a. The regular work week will be Monday through Friday with the exception of supplemental, extended service, stipend and extra-curricular activities.

2. School Calendar: the regular school year for teachers shall consist of 184 days. A committee, including Association members (two from each building) and administrators (up to five) representing Otsego as a district will create two (2) calendar options by January 1, OAPSE Local #469 President and Vice President shall meet with Administration and OEA President and Vice President to discuss OAPSE input on calendar options. These options will be voted upon by all Association members and administrators. A majority vote will decide which option is presented to the Board of Education at its next meeting. This includes up to 180 student-contact days, two (2) of which are parent teacher conference days. The last day of school each year will end at 12:00 PM for the Junior High and High School and 1:15 PM for the Elementary. This paragraph does not supersede the requirements of Ohio Revised Code 3313.48.

   The following federal holidays shall be observed as scheduled: Labor Day, Martin Luther King Jr. Day, President’s day, and Memorial Day. All certified staff will have these days off.

   Staff members shall not be required to attend in-service training or workshops on record work days; provided, however, staff members may attend in-service training or workshops offered on a record work day on a voluntary work basis. All staff members shall work the record work day. Failure to work the full record work day will result in a prorated reduction of the staff members per diem rate for said day.

   Parent/Teacher conference days will be scheduled in the second week following the first nine-week grading period.

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

   Each building principal may schedule a monthly teacher staff meeting outside of the contractual time for up to forty-five (45) minutes. (One per building per month of the school year.)

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

4. Teachers in the junior high and high school will receive a minimum of 40 minutes of conference/plan time every day of the week. Teacher periods in Secondary Schools: The number of teaching hours at the secondary level shall not exceed six (6) class periods in an eight (8) period block schedule unless mutually agreed upon by the teacher and administration.

5. Certified K-5 staff members shall receive at least two hundred (200) minutes per week to be scheduled whenever possible during the student day. The teacher shall receive planning time at least in four (4) days of the week. Preschool teachers will have an equivalent of one (1) day per week of planning time; this time may be spread over multiple days in a week. The time shall be distributed in as equitable of a manner as possible. Certified PK-5 staff will be provided a duty-free lunch of not less than thirty (30) minutes per day.

   Secondary teachers shall have one (1) class period per day for planning time without extra duties.

6. Records and In-Service/Professional Service Days
   a. For each school year, three (3) record days will be scheduled for all certified staff. Certified staff will attend open house, plus two (2) more professional service activities, Such as graduation, awards nights, school festivals, musicals, DARE, District CIP meetings, middle school orientation, and any other mutually agreed upon activities.
   b. On the 1st record day of the school year the following meeting times will be observed:
      1. ½ hour with the Superintendent
      2. ½ hour with the OEA; and
      3. faculty meetings not to exceed forty-five (45) minutes in individual buildings.
   c. All in-service programs shall be planned by committees of teachers and administrators. These programs shall be designed by such committees by the staff of, and for the needs of each individual building.
   d. Bargaining unit members who are intervention specialists and are responsible for preparing IEP's will receive release time. The standard will be one (1) day per school year of release time for every three (3) special needs students in his/her class for whom the teacher must prepare an individualized education plan. If the intervention specialist does not take the days allotted to them to work on IEPs, he/she will receive an incentive payment equal to one day of the substitute teacher rate of pay for each of the days unused at the conclusion of the year.
   e. A substitute for one day shall be provided for the teacher to grade/score diagnostic tests. During the scheduled release time when diagnostic tests are graded/scored, teachers will grade extended answers first. Remaining items needing to be graded will be completed with the assistance of an aide or a substitute teacher as determined by the building principal. An orientation will be provided to those unfamiliar with the grading process. If an intervention specialist or teacher is pulled from a classroom for standardized

testing/makeup tests, a substitute shall be provided for the intervention specialist or teacher.

f. All grade cards will be completed and turned into the office by the end of the final work day. Administrators may request grade calculations prior to the last student day.
g. Bargaining unit members with approval of the principal and teacher shall be paid up to two (2) hours at the special rate of pay to prepare to conduct an Otsego academic workshop for staff in-service (not staff meetings). Anything over two (2) hours of pay must be approved by the Superintendent.

7. Speech Pathologist:

Bargaining union members who are hired as Full-time Speech Language Pathologists who are responsible for preparing IEPs will receive release time. The standard will be one (1) day of release time for each quarter of the school year not to exceed four (4) days. They will also receive one (1) day of release time per year not to exceed one (1) day for the purpose of writing ETRs. Bargaining union members cannot combine accrued time across consecutive days.

Bargaining union members who are hired as Part-time Speech Language Pathologists who are responsible for preparing IEPs will receive release time. The standard will be one half (1/2) day of release time for each quarter of the school year not to exceed two (2) days. They will also receive one (1) day of release time per year for the purpose of writing ETRs. Bargaining union members cannot combine accrued time across consecutive days.

If the Speech Language Pathologist does not take the days allotted to them to work on IEPs and ETRs, they will receive and incentive payment equal to one (1) day of the substitute teacher rate of pay for each of the days unused at the conclusion of the school year regardless of Full-time/Part-time Status.

8. Calamity Days:

A calamity day is a day when the Board or designee cancels classes due to unforeseen circumstances such as disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperable school buses or other equipment needed to operate the school system, damage to the school building or other property or temporary circumstances that renders the school facility unfit for instructional use.

Bargaining unit members will not be required to report to work on days when the district has canceled classes for students due to the reasons listed above for up to nine (9) days.

Alternative lessons will be used on calamity days six (6), seven (7), eight (8), and nine (9). Calamity days ten (10) and beyond will be made up based on the Board-approved calendar. From calamity day ten (10) and beyond, teachers shall not be required to check email throughout the school day or be available to answer parent/student questions. Instead, staff will be required to

work on the designated make-up day(s) without additional compensation.

The Board of Education and the Association will mutually agree when scheduling make-up days. The Board of Education and the Association understand that days may be made up even though the minimum number of school hours has been exceeded.

J. ASSIGNMENTS, VACANCIES, AND TRANSFERS

A. Definitions:

1. The word “assignment” denotes teaching area or subject or grade level within a building.
2. The word “reassignment” denotes a change in teaching area or subject or grade level within a building.
3. The word “transfer” denotes a change from one building to another.

B. Assignments, Vacancies, and Transfers

1. Notification of Assignment –

Whenever possible, teachers under contract during a school year will be notified in writing of their assignment for the following school year not later than the close of the current school year. Such notification shall include the teachers proposed school assignment and subject assignment.

Any change in such assignment will be made known to the teacher no later than the day before the last student day.

2. Vacancies: Notification and Application Procedure

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

During the summer months, from the last teacher work day of one school year to the first teacher work day of the succeeding school year vacancy postings will be emailed to all certified staff.

Applicants for transfer within the system shall be granted an interview with the principal(s) of the building(s) to which the applicant has requested to be transferred and other District employees deemed appropriate by the Superintendent. Such consideration shall be given to applicants before new teachers are hired.

Teachers shall be notified in writing at least five (5) school days prior to the next Board meeting by the Superintendent concerning the decision made relative to their application for vacancies. The teachers may call the Superintendent up to twenty-four (24) hours prior to his making a

recommendation to the Board concerning hiring personnel for vacancies.

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

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

3. Voluntary Transfers

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

When a vacancy occurs, the Superintendent shall interview first applicant-employees who have applied in writing for the vacancy and who meet the specifications for the vacant assignment. After all applicant-employees have been interviewed and considered, the Superintendent may consider candidates from outside the school system who have applied for the vacant position.

The Superintendent reserves the right to make the determination of the best-qualified individual available for filling any position(s) in the school district. If the vacancy is to be filled from among current employees and two (2) or more applicant-employees are qualified (whether a person is qualified will be determined with reference to experience, certification and evaluations) for a vacancy, the applicant employee with the most district seniority will be selected for the position.

4. Involuntary Transfers

An employee who is to be involuntarily transferred, shall be afforded a person-to-person meeting with the appropriate Administrator and given the reasons in writing for the involuntary transfer at the time of the conference which shall be no later than the day before the last student day.

If for some reason an employee who is involuntarily transferred when school is not in session, the employee shall be paid for one (1) day at the per diem rate in accordance with his/her placement on the salary schedule. The employee may request a conference with the appropriate administrator.

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

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

An employee will not be involuntarily transferred more than once every thirty-six (36) months, not to exceed three (3) times in a ten (10) year period.

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

If teachers are asked to switch grade levels and have not been given the opportunity to order materials for the new grade level, they will be able to order supplies for the new grade level.

K. PROFESSIONAL MEETINGS

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

1. The Board of Education will pay the teacher salary and substitute pay. All other expenses will be paid by the teacher unless the teacher has been requested to attend as a representative of the school, in which case the Board of Education will pay travel, registration and lodging. In the latter case, the proper receipt must be presented for all expenses except auto mileage before any payment will be made.

2. If requested in writing by the teacher, the Superintendent will give in writing the reason the request was not approved. The reason(s) should be given to the teacher within ten (10) working days from the request.

L. REDUCTION IN FORCE

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

If the employer determines a RIF may occur, the employer shall notify the union in writing, no less than sixty (60) days prior to the date of the RIF is to be implemented. The notification shall include the

reason(s) for the RIF; the position(s) to be reduced, eliminated or not filled; the name(s) of the employees to be affected, the date of Employer action to implement the RIF and the effective date of the RIF.

Within ten (10) days of the receipt of the notification, representatives of the Board and the Union shall meet to review the proposed RIF. Should a staff member be reduced from force during the weeks that school is not in operation – i.e. summer months, he/she shall be provided a seniority list with the reduction notice by certified mail.

No less than thirty (30) days prior to implementing a reduction in force for reasons other than return to duty of a regular bargaining unit member from leave of absence, the Board will cause to be prepared and posted a seniority list in each building listing the teaching field, contract status and length of service of all members of the bargaining unit. Members who believe that they have been incorrectly placed on the seniority list shall have a period of ten (10) school days within which to bring that matter to the attention of the Superintendent who shall review the matter and make a determination.

SUSPENSION OF CONTRACTS

Regardless of seniority, no member within such field on continuing contract will be suspended until all such members on limited contract have first been suspended. In making any such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

RECALL LIST

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

RECALL TO SERVICE

Teachers whose contracts have been suspended shall have rights to recall as follows:

A. The teachers whose continuing contracts are suspended by any Board pursuant to this section shall have the right of restoration to continuing service status by that Board if and when teaching positions become vacant or are created for which any such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that rate of restoration to continuing service status by reason of having declined recall to a position that is less than full time or, if the teacher was not employed full time just prior to suspension of the teachers continuing contract, to a position requiring a lesser percentage of full time employment

and the position the teacher last held while employed in the district or service center. Seniority should not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

B. If vacancies cannot be filled by tenured teachers, then non-tenured teachers whose limited contracts are suspended by any Board pursuant to this section shall have the right of restoration to limited contract status by that Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose limited contract status has been suspended pursuant to this section shall lose that right of restoration to limited contract status by reason of having declined recall to a position that is less than full time or, if the teacher was not employed full time just prior to suspension of the teachers limited contract, to a position requiring a lesser percentage of full time employment that the position the teacher last held while employed in the district or service center. Seniority should not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

C. As positions become available, teachers who are reduced shall be rehired on the following basis:

    1. first – teachers having continuing contracts in the reverse order of layoff.
    2. second – teachers having limited contracts in the reverse order of layoff.

D. If a teacher on layoff refuses the position offered by the Board for which he/she is certified/licensed, his/her layoff rights shall be terminated, unless such position is casual substitution or a position of lesser time than vacated.

E. Teachers only offer to notify the Superintendent in writing of any change in their address; any additions, deletions and/or changes in areas of certification/licensure; and any desire to have their names removed from the recall list.

F. Limited contract teachers shall be retained on the recall list for two (2) years or at the expiration of the term of the limited contract (whichever occurs later) if not recalled prior to that date.

UPON RECALL

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

SENIORITY DEFINED

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

1. Seniority should begin to accrue from the first day worked in a bargaining unit position.

2. Seniority shall accrue for all time an employee is on active pay status or is receiving workers compensation benefits.

3. Time spent on inactive base status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.

5. A full-time employee shall be an employee who is employed on a ration of .5 or more for one hundred twenty (120) or more days in any one (1) school year.

6. No employee shall accrue more than one (1) year of seniority in any work year.

EQUAL SENIORITY

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

2. Ties in seniority shall be broken by the following method to determine the most senior employee:

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

POSTING OF SENIORITY LIST

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

Said list shall be provided to the Association President on or before the date of posting.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry level requirement, with the name of the most senior employee

appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

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

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

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

M. SEQUENCE OF TEACHING CONTRACTS (LIMITED)

All professional staff members on initial employment shall be issued a one (1) year contract for the first four (4) years of employment. At the end of the fourth year of employment, providing the staff member achieves a positive evaluation, the professional staff member shall be issued at least a two-year contract. At the end of eight (8) years of employment in the district, providing the staff member achieves a positive evaluation, the professional staff member shall be issued a continuing contract.

1. “Limited contract” means a limited contract, as described in section 3319.08 of the revised code, that a school district Board of Education or governing board of an educational service center enters into with a teacher who is not eligible for continuing service status.

2. “Extended limited contract” means a limited contract, as described in section 3319.08 of the revised code that a Board of Education our governing board enters into with a teacher who is eligible for continuing service status.

Teachers eligible for continuing service shall be those teachers qualified as described in division (D) of section 3319.08 of the revised code, who within the last five (5) years have taught for at least three (3) years in the district, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years in the district or center, but the Board, upon recommendation of the Superintendent, may at the time of employment or at anytime within such two year period, declare any of the latter teachers eligible.

N. CONTRACT SERVICE PROCEDURE

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

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

O. ACADEMIC FREEDOM

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

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

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

1. All classroom studies will be curriculum related, factual, objective, and impartial.

2. Teachers will strive to create and maintain an atmosphere of open mindedness and tolerance.

3. Teachers will not attempt, directly or indirectly, to limit or control students' judgment concerning any curriculum-based issue but we'll make certain that full and fair consideration is given to the subject and that facts are carefully examined as to their accuracy and interpretation.

4. Teachers will apply appropriate choice and judgment in selecting and employing materials and methods of instruction.

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

P. JOB DESCRIPTIONS

Any change in job descriptions during the term of the contract shall be negotiated. One copy of all staff job descriptions shall be placed in a binder and distributed to the Association president. Staff may review current job descriptions electronically on the Otsego Local Schools website under the STAFF heading.

Q. RETIRANT CONTRACTS

1. There shall be no guarantee of employment to system employees who have retired. They will compete for employment with the general population.

a. A retirement shall be defined as any employee who has retired from STRS/SERS/PERS or any other public retirement system.

2. Retirant hired into the system shall be fully certified/licensed by The State of Ohio in the area(s) being taught.

3. Retirant hired into the system shall not have any bumping rights or privileges.

4. Retirant hired into the system shall not accumulate seniority.

5. Retirant hired into the system shall not qualify to receive leave for professional improvement.

6. Retirant hired into the system shall only receive a one (1) or two (2) year limited contract that is automatically non-renewed.

7. Retirant hired shall be evaluated before March 10th.

8. Retirant hired into the system may receive up to ten (10) years experience on the appropriate salary schedule for prior teaching and/or related work experience in accordance with the recommendation of the Superintendent and thereafter may advance on the schedule on the same basis as other teachers. This shall expressly supersede chapter 3317 of the ORC.

9. Retirant shall accumulate and may use sick leave in accordance with Article VI of the negotiated agreement, but shall not be entitled to severance pay under Article VII of the negotiated agreement or under law upon conclusion of employment as a retirant.

10. Retirant hired into the system are eligible for the same medical, dental, vision, and life insurance benefits as all other OEA members.

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

R. MOVING FURNITURE

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

## ARTICLE VI
LEAVES OF ABSENCE

A. Leaves of absence, without pay, may be granted by the Board of Education upon recommendation of the Superintendent. All leaves must be requested in writing, stating the reasons and the duration. The

Superintendent may also grant short term leaves of absence without pay in emergency and/or other unusual circumstances.

Any teacher whose personal illness extends beyond the period of compensation provided by the accumulated or additional sick leave shall be granted upon request a leave of absence without pay in accordance with Ohio revised code 3313.13 for such time as is necessary for the complete recovery from such illness. Any teacher on leave, with or without pay, shall be entitled to a one-year advancement on the salary schedule upon return if 120 days have been worked in a school year, per Ohio revised code.

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

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

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

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

E. The master agreement shall, where affected, be in compliance with the Family and Medical Leave Act, P.L. 103.3; (the "Act") enacted in 1993 and may exceed the provisions of the law as may presently exist within the pertinent Articles of the Master Agreement. Resolution of any conflict between the Act and the Master Agreement will be subject to the grievance procedure in this Agreement. It is understood that the Family and Medical Leave Act (PL 103.3) applies to eligible employees of the bargaining unit. It is further understood that this Agreement includes leave provisions that may exceed the rights provided in FMLA. Such leave rights may run concurrently with FMLA leave as allowed by state and federal law.

**SICK LEAVE**

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

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

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

1. Personal illness, injury, and personal, medical, dental, or optical consultation or treatment.

2. Birth of a child/adoption related leave: Any certified staff for reasons of the birth of his/her child or the adoption of his/her child may use accumulated sick leave. Upon application, sick leave shall be granted for a total of 30 consecutive work days from the date of delivery or placement of child for adoption for childcare.

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

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

   a. Serious illness in the immediate family. Immediate family includes father, mother, sister, brother, husband, wife, children, step parent, stepchild, immediate relative in law, immediate family who has been in the same relationship as though a member of the immediate family. The Superintendent shall be notified in a timely manner if such an absence shall exceed five (5) working days.

   b. Bereavement as defined herein is death in the immediate family (defined above), or others living in the employee's household. In the case of death in the immediate family, excluding close friends, the employee may have up to three (3) days paid leave. Any absences beyond three (3) will be deducted from the employee's sick leave.
      i. Two (2) days may be granted for funerals in case of death or other family members or close friends. These days will be chargeable to sick leave.

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

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

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

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

FALSIFICATION OF SICK DAYS MAY RESULT IN DISCIPLINARY ACTION. WHICH MAY INCLUDE DISMISSAL.

**PERSONAL LEAVE DAYS**

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

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

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

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

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

F. Employees with unused personal days will receive an incentive payment equal to two (2) days of the substitute teacher rate for each of the unused days at the conclusion of the year or the employee can have the unused personal day rolled over to sick days.

**ASSAULT LEAVE**

A. A teacher who must be absent due to physical or mental disability (as determined by a licensed medical professional) resulting from an unprovoked assault on such teacher which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function shall be eligible for assault leave. Full pay status (days not charged to sick leave) under assault leave can be granted up to a maximum of the first five days beginning with the first day of

said leave. At the end of the five days, the teacher may use sick leave or receive workers compensation (if eligible) for the period of the physical disability.

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

    1. A written, signed statement describing the circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injury sustained by each victim of the assault unless impossible to do so.
    2. A certificate from a licensed physician describing the nature and duration of the injury sustained causing absence. If the employee is eligible for assault leave but not workman's compensation, the Board and the employee will share the cost of the physician's examination.

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

    Following such leave, the employee shall be returned to duty. Such determination shall be made by the Superintendent based on the opinion of the teacher's licensed physician.

**SABBATICAL LEAVE**

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

1. Only one such leave may be granted for each five (5) years of service in the district. Five (5) continuous years of service is required prior to application.

2. No more than (5%) of the teaching staff may be granted sabbatical leave simultaneously.

3. No leave will be granted to an individual for a second time if other teachers have filed a request for sabbatical leave.

4. Sabbatical leave shall be for one or two semesters only.

5. A plan for professional growth must accompany the request and evidence that the plan was followed must be presented following the absence.

6. To be eligible for part time payment of salary, the teacher must return to the employment of the Board for at least one (1) year, unless the teacher has twenty-five (25) years of teaching credit.

7. The maximum part time salary shall be the difference between the teacher's expected salary and the pay for necessary substitutes.

**MILITARY LEAVE**

Any employee of the Board who is officially called for military service or who enlists for military service shall, upon written request to the Superintendent, be granted a military leave of absence in accordance with the Services Employment and Reemployment Rights Act, Ohio Revised Code 5923.05 or other applicable law. Upon honorable separation from military service, the employee may submit a written request to the Superintendent that the leave of absence be terminated and that he/she be reassigned to the school staff. Such a request must be made within ninety (90) days after the separation from military service. The employee shall be reassigned to the school staff as soon as feasible after the written request has been received. In no case shall the waiting period be longer than one (1) fall semester. Eight (8) months of continuous service in the military shall count as one (1) teaching year.

**JURY DUTY**

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

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

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

## ARTICLE VII
SALARIES AND FRINGE BENEFITS

**SALARY AND PROCEDURES**

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

A. Effective July 1, 2024:
   The B.A. base shall be $38,863

B. Effective July 1, 2025:
   The B.A. base shall be $38,863

C. Effective July 1, 2026:

The B.A. base shall be $38.863

The hourly rate shall be $32.00.

Employees shall receive a one-time Ratification Payment in the 2nd year of this contract, distributed in the following manner:

| Seniority | Bonus |
|---|---|
| 1-5 | $315 |
| 6-15 | $500 |
| 16-25 | $700 |
| 26+ | $850 |

Seniority for the purpose of this payment only, defined as years of service in Otsego Local Schools, payable in the 2nd pay of November paycheck.

Kindergarten screening days will be paid at the employee's daily rate.

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

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

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

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

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

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

precedent for future determinations.

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

To better serve the educational needs of the District the Board of Education may hire bargaining unit members to serve on the District Leadership Team (DLT). Compensation will be $750 per member per year. The Board may also hire bargaining unit members to serve on the Building Leadership Team (BLT). Compensation will be $750 per member per year.

**PAY FOR COVERING CLASSES**

A. Every effort will be made to secure a substitute in the absence of a teacher. Teachers asked to cover a class (by the building administrator or designee) when a substitute is not available will be compensated in the following manner:
    1. During duty time = No additional compensation
    2. During their scheduled conference/planning/lunch time = hourly rate

**STAFF ATTENDANCE INCENTIVE PROGRAM**

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

B. Perfect attendance is defined as not being absent from school for any full day or fraction of a day during a semester and/or school year. Court appearances due to subpoena and or jury duty and “professional days” (absences to attend professional activities approved by the Superintendent) will not count against an employee’s perfect attendance record. Additionally, an equivalent to one (1) day of absence for a funeral in the immediate family will not be charged against a member’s perfect attendance incentive. All other absences, including days missed due to personal leave, will prohibit the employee from qualifying for the perfect attendance incentive program. Planning period substitutions for the purpose of maintaining perfect attendance incentive will not be reimbursed.

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

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

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

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

**ATHLETIC REVIEW BOARD**

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

**SPORTS MEDICINE AND CPR CERTIFICATION**

The Board of Education shall provide and pay for an annual working session for all staff required to have certification in sports medicine and cardiovascular pulmonary resuscitation. This session will be made available as early as possible to the first student day of the school year.

**DIRECT DEPOSIT**

All bargaining unit members are required to participate in direct deposit to a Bank of their choice.

**SEVERANCE PAY**

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

1. Severance pay shall be a one-time, lump-sum payment to eligible teachers upon retirement.
2. Retirement shall be defined as “service retirement” as specified in Section 3307.38 of the Ohio Revised Code.
3. A teacher’s eligibility for severance pay shall be determined as of the last day of his/her employment by the Otsego Board in accordance with requirements of Section 3307.38, State Teachers Retirement System. The only exception to this requirement is for a teacher who has 20 years of service credit (as determined in Chapter 3307.38). Said teacher shall be eligible to receive severance pay after receiving his/her benefit check from the STRS providing the teacher has been fully retired from Ohio teaching from the day of his/her last day of employment with the Otsego Board to the day he/she receives the first benefit check from STRS.
4. The severance pay benefit shall be calculated according to the following:

a. Severance Pay - number of accumulated and unused sick leave days x ¼ x per diem rate of regular salary on the last day of Board employment. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit earned by the teacher.

b. Severance pay benefits shall be payable at the per diem rate to a maximum of seventy (70) days.

5. No teacher shall be eligible for severance pay prior to completion of five (5) years full time service with the Otsego school system. Five years' continuous service shall be calculated from the employee's first day of service with the Board to his/her last day of service.

6. An employee who is eligible for retirement under STRS rules and has completed five (5) continuous years of full-time service with the Otsego school system at the time of death shall be entitled to severance pay. Severance pay shall be payable to the estate of the deceased. The executor of the estate shall in writing request payment and provide the district treasurer with a copy of the death certificate and proof of retirement eligibility from STRS within sixty (60) days from date of death.

**TUITION REIMBURSEMENT**

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

The Board will budget for tuition reimbursement $24,000. No staff member shall receive more than $2000.00 for the years covered under this agreement.

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

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

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

**CERTIFICATE RENEWAL/LICENSING**

Fifty percent (50%) of all fees established by the state of Ohio associated with the renewal of existing teaching certification or licenses, shall be paid by the employer.

**STRS PICK-UP**

The Board of Education of the Otsego Local School District herewith agrees the Otsego Educators Association, at no cost to the Board, to pick up utilizing the salary reduction method contributions to the state teachers retirement system paid upon behalf of the bargaining unit members under the following terms and conditions.

1. The amount to be picked up and paid on behalf of each employee shall be the amount required by O.R.C. 3307.51 of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked up" by the Board for the purpose of State and Federal tax only.

2. The pick-up shall be uniformly applied to all members of the bargaining unit.

3. The pickup shall become effective September 1, 1985 or as soon as possible thereafter and shall apply to all compensation including supplemental earnings thereafter.

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

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

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

**HOSPITALIZATION AND DENTAL**

Employees will be eligible to pick from two different medical insurance plans. They will be the benchmark insurance plans offered through the Wood County Consortium. The Board will pay 85% of the cost of the insurance plan. The employee will be responsible for the remaining 15% of the insurance plan. The Board will pay 85% of the dental insurance and dental benefits for the bargaining units shall be equal to the benefit level provided to the district's administrators.

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

**Medical Insurance Option 1 – Benchmark PPO Plan**

| Plans Offered | | Deductible | | Coinsurance | | Coinsurance Limits | | OOP Max (includes deductibles, copay, coinsurance) | | In-Network OV/SP/UR Copay | ER | RX Copays | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | IN | OON | IN | OON | IN | OON | IN | OON | | | | Retail | MO |
| **BENCHMARK PPO** | Single | $500 | $1,500 | 80% | 60% | $1,000 | $3,000 | $6,350 | | $20$30$20 | 100% | G | $10 | $20 |
| | Family | $1,000 | $3,000 | | | $2,000 | $5,000 | $12,700 | | Preventative 100% | | F | $20 | $40 |
| | | | | | | | | | | | | NF | $30 | $60 |

The Board will establish a fund for the purpose of reimbursing staff members as a fringe benefit for only actual, out of pocket cost that incurred to pay for such staff members expenses related to healthcare. The guidelines will be similar to the qualified medical expenses listed under the District's Section 125 Unreimbursed Medical Plan. This reimbursement applies to claims incurred from January 1 to December 31 one of each calendar year.

**For staff members covered by the benchmark PPO plan, the maximum annual reimbursement limit will be $750 for single coverage plans, and $1,500 for family coverage.**

Staff members will submit receipts for qualified out of pocket medical expenses to the Treasurer's office that have not been paid or reimbursed from any other source. Staff members will be required to sign a statement attesting that they have received no other such payment or reimbursement for out-of-pocket costs as a condition of receiving reimbursement under this provision.

Staff members will be reimbursed within 30 days.

**Medical Insurance Option 2 – Benchmark Consumer Driven Health Plan (CDHP)**

| Plans Offered | | Medical Deductible | | Coinsurance | | Coinsurance Limits | | OOP Max (includes deductibles, copay, coinsurance) | | In-Network OV/SP/UR Copay | ER | RX Copays | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | IN | OON | IN | OON | IN | OON | IN | OON | | | | Retail | MO |
| **Benchmark CDHP Embedded Deductible[1] HSA Eligible[2]** | Single<br>Family | $3,000<br>$6,000 | $5,000<br>$10,000 | 100% | 60% | N/A | N/A | $4,000<br>$8,000 | $6,000<br>$12,000 | 100% after Ded. Preventative - 100% | Sub to Ded | Prescription Drugs are subject to the all inclusive Medical Deductible | | |
| | | | | | | | | | | | | Then Co-pays apply up to a $1,000/S - $2,000/F Out-of-Pocket maximum, then 100% coverage | | |
| | | | | | | | | | | | | G | $15 | $30 |
| | | | | | | | | | | | | F | $30 | $60 |
| | | | | | | | | | | | | NF | $45 | $90 |
| | | | | | | | | | | | | Preventative Prescription Drugs @ 100%, no deductible | | |

[1] **Embedded Deductible -** pays claims for a specific individual when the single individual deductible is met, even if the family as a whole has not met the family deductible.
[2] **Each year the IRS reviews reviews the minimum deductible allowed for an 'Embedded Deductible HSA Eligble Plan', which is tied to the Consumer Price Index (CPI).**
(CDHP - Consumer Driven Health Plan)

That Consumer Driven Health plan is designed as the Wood County School Consortium MMO CDHP Benchmark Plan With the following provisions:

A Health Savings Account (HSA) will be created by the employee.

The Board agrees to contribute to individual Health Savings Accounts as follows: **$3,000 for a Family Plan and $1,500 for a Single Plan.**

These contributions shall not automatically carry over to any extensions or continuations of this contract.

All Bargaining unit members will have the ability to choose whether to have the Board contributed Health Savings Account amounts referenced above be added to their salary or deposited into a Health Savings Account.

The Board contributions set forth in Section 3 are only available to employees who are already enrolled in the CDHP as of January 1 of the relevant calendar year, who enroll in the CDHP during the open enrollment period to make the switch for the relevant calendar year or who switch to the CDHP prior to June 1 following a qualifying life event during the relevant calendar year.

Employees who enroll in either plan shall be permitted to change insurance plan options during any open enrollment period, and there shall be no exclusions or pre-existing conditions.

**Spousal Language**

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

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

1. Spouse is employed by another school district inside the Wood County school employee insurance consortium.

2. Spouse contributes more than $50.00 per month toward medical premiums for single coverage.

3. Spouse does not have access to employer health insurance.

4. Spouse is retired.

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

primary coverage will be the spouse's employer.

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

Health Incentive Plan:

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

Eligible participants - all bargaining unit members are eligible for the health incentive plan.

Plan benefits - Each eligible plan participant will receive an incentive payment equal to 25% of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member subscribed to that coverage. The incentive payment will be made monthly beginning with the first month following acceptance of the application and that such payments will be subject to all applicable withholding including, but not limited to STRS contributions, and federal, state, and local income tax.

A. To participate in the health insurance incentive plan, you must complete an election agreement for this plan. You will be able to elect to exchange coverage for cash compensation.

B. Generally, you will not be permitted to change your election to participate in the plan or to vary the level of benefits you have selected during the plan year except during open enrollment periods.

C. However, you may change your previous election if you have a "change in family status." A change in family status is defined in Internal Revenue Service regulations as follows:

    1. You become divorced or legally separated from your legal spouse.
    2. Your spouse, dependent, or beneficiary dies.
    3. You become permanently disabled.
    4. You marry.
    5. The birth or legal adoption of a person who qualifies as your dependent.
    6. Termination or commencement of your spouse's employment.
    7. You or your spouse takes an unpaid leave of absence.
    8. There is a significant change in health coverage for yourself or your spouse due to your spouse's employment.

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

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

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

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

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

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

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

**LIFE INSURANCE**

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

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

1. The Board is responsible for this plan’s premium payments only while the bargaining unit member is an active employee of the Board.

2. If an appropriate Ohio licensed insurance company cannot be found to offer this program, both parties agree that the term life insurance coverage set forth in this article shall remain in effect.

3. This paid up life insurance agreement will terminate at the end of this contract unless the parties agree to continue said policy.

4. The Board agrees to pay for the paid up life insurance only that amount it pays for the term life insurance otherwise provided for in this article. Any additional cost will be paid by the bargaining unit member.

5. The Board shall not have any obligation for any payment of any premiums on behalf of any retired employees.

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

**VISION INSURANCE**

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

**SECTION 125 PLAN**

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

**SPECIAL RATES OF ASSIGNMENT**

A. Home instruction, tutoring, planning period substitution and any other teaching assigned by the Administration, beyond the certified staff members regular class schedule, will be compensated at the hourly rate of $32.00 per hour for the life of the contract.

B. If any bargaining unit member is required to stay beyond the contract day for special education meeting conference, he/she shall be compensated hourly (or fraction thereof) at the special rate of assignment.

C. If the teacher is requested by a building administrator to stay beyond the contract day to prepare for a move because of transfer to another classroom, he/she Shelby compensated hourly (or fraction thereof) at the special rate of assignment.

D. The Board and the Association shall forthwith establish a joint study committee to investigate and negotiate upon other duties for which special rates of pay are warranted.

## ARTICLE VIII

IMPLEMENTATION AND DURATION PROVISIONS

A. Total Agreement - the visions set forth in this agreement comprised the total and complete understanding between the Board and the Association. It is agreed that no provision of a previous agreement and no practice or procedure under a previous agreement is a part of this agreement unless it is expressly stated in this agreement.

B. No strike or Concerted Activity -The Association agrees that its officers, agents, and members shall not encourage or engage in any concerted activity to disrupt or hinder the operations of the school program for the duration of this agreement. Concerted activity shall include any form of strike, secondary boycott, slow-down, or other actions in which members of the employee unit represented by the Association caused disruption in part or whole to the school district's operation.

   Failure of the Association to comply with this provision may result, at the discretion of the Board, in the termination of this Agreement in part or whole.

C. Separability - if any terms or provision(s) of this agreement shall be held contrary to law, the provision(s) shall be deemed invalid in whole or part in accordance with law. All unaffected terms and provisions shall remain in full force and effect throughout the term of this agreement.

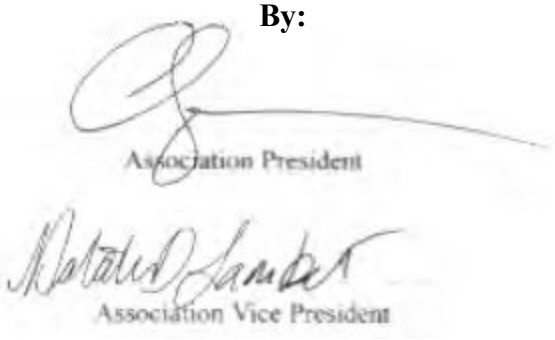
D. Changes in State or Federal Law - Changes which may occur in state or federal law during the life of this master agreement which affects specific rights and responsibilities under this agreement and/or the specific delivery and payment of the cost of healthcare services, will necessitate the Board and Otsego Educators Association ("OEA") to reopen negotiations.

E. Term and Duration – The term of the agreement shall be from July 1, 2024, through June 30, 2027. This agreement shall be automatically renewed and the salary schedule attached hereto shall remain in effect for yearly periods thereafter, unless, at any time not earlier than that specified in the Negotiations Procedures Article, one party gives the other party written notice of the desire to modify or to terminate the agreement and to open negotiations.

**OTSEGO LOCAL SCHOOLS**
**By:**




**OTSEGO EDUCATORS ASSOCIATION**
**By:**



## EXHIBITS

(Exhibit A)
OTSEGO LOCAL SCHOOLS EMPLOYEE GRIEVANCE FORM

(Exhibit B-1)
OTSEGO LOCAL SCHOOLS PERFORMANCE OBSERVATION REPORT

(Exhibit B-2)
OTSEGO LOCAL SCHOOLS TEACHER FINAL EVALUATION

(Exhibit C)
OTSEGO LOCAL SCHOOLS APPLICATION FOR CONTINUING CONTRACT

(Exhibit D)
OTSEGO LOCAL SCHOOLS APPLICATION FOR TEACHER ADVANCEMENT

(Exhibit E)
OTSEGO LOCAL SCHOOLS APPLICATION FOR TUITION REIMBURSEMENT

(Exhibit F)
Salary Schedules Effective July 1, 2024 - June 30, 2027

(Exhibit G)
Supplemental Salary Schedule July 1, 2024 - June 30, 2027

| 2024-2025 (FY25) // 2025-2026 (FY26) // 2026-2027 (FY27) | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **$38,863** | Non-BA | | BA | | BA +10 | | BA +150 | | MA | | MA +10 | | MA +20 | | MA +30 | | MA +45 | |
| Step | Index | Salary | Index | Salary | Index | Salary | Index | Salary | Index | Salary | Index | Salary | Index | Salary | Index | Salary | | |
| 0 | 0.7272 | $28,261 | *1.00* | $38,863 | *1.0425* | $40,515 | *1.0814* | $42,026 | *1.1218* | $43,597 | *1.1637* | $45,225 | *1.2071* | $46,912 | | | | |
| 1 | 0.7519 | $29,221 | *1.0425* | $40,515 | *1.0814* | $42,026 | *1.1218* | $43,597 | *1.1637* | $45,225 | *1.2071* | $46,912 | *1.2522* | $48,664 | | | | |
| 2 | 0.7774 | $30,212 | *1.0814* | $42,026 | *1.1218* | $43,597 | *1.1637* | $45,225 | *1.2071* | $46,912 | *1.2522* | $48,664 | *1.2989* | $50,479 | | | | |
| 3 | 0.8038 | $31,238 | *1.1218* | $43,597 | *1.1637* | $45,225 | *1.2071* | $46,912 | *1.2522* | $48,664 | *1.2989* | $50,479 | *1.3475* | $52,368 | | | | |
| 4 | 0.8312 | $32,303 | *1.1637* | $45,225 | *1.2071* | $46,912 | *1.2522* | $48,664 | *1.2989* | $50,479 | *1.3475* | $52,368 | *1.3978* | $54,323 | | | | |
| 5 | 0.8595 | $33,403 | *1.2071* | $46,912 | *1.2522* | $48,664 | *1.2989* | $50,479 | *1.3475* | $52,368 | *1.3978* | $54,323 | *1.4500* | $56,351 | | | | |
| 6 | 0.8595 | $33,403 | *1.2522* | $48,664 | *1.2989* | $50,479 | *1.3475* | $52,368 | *1.3978* | $54,323 | *1.4500* | $56,351 | *1.5042* | $58,458 | | | | |
| 7 | 0.8595 | $33,403 | *1.3201* | $51,303 | *1.3687* | $53,192 | *1.4190* | $55,147 | *1.4712* | $57,175 | *1.5254* | $59,282 | *1.5817* | $61,470 | | | | |
| 8 | 0.8595 | $33,403 | *1.3687* | $53,192 | *1.4190* | $55,147 | *1.4712* | $57,175 | *1.5254* | $59,282 | *1.5817* | $61,470 | *1.6400* | $63,735 | | | | |
| 9 | 0.8595 | $33,403 | *1.4190* | $55,147 | *1.4712* | $57,175 | *1.5254* | $59,282 | *1.5817* | $61,470 | *1.6400* | $63,735 | *1.7005* | $66,087 | | | | |
| 10 | 0.8595 | $33,403 | *1.4712* | $57,175 | *1.5254* | $59,282 | *1.5817* | $61,470 | *1.6400* | $63,735 | *1.7005* | $66,087 | *1.7633* | $68,527 | *1.8100* | $70,342 | | |
| 11 | 0.8595 | $33,403 | *1.5254* | $59,282 | *1.5817* | $61,470 | *1.6400* | $63,735 | *1.7005* | $66,087 | *1.7633* | $68,527 | *1.8284* | $71,057 | *1.8643* | $72,452 | | |
| 12 | 0.8595 | $33,403 | *1.5817* | $61,470 | *1.6400* | $63,735 | *1.7005* | $66,087 | *1.7633* | $68,527 | *1.8284* | $71,057 | *1.8960* | $73,684 | *1.9202* | $74,626 | | |
| 13 | 0.8595 | $33,403 | *1.5817* | $61,470 | *1.6400* | $63,735 | *1.7005* | $66,087 | *1.7633* | $68,527 | *1.8284* | $71,057 | *1.8960* | $73,684 | *1.9586* | $76,118 | | |
| 14 | 0.8595 | $33,403 | *1.6400* | $63,735 | *1.7005* | $66,087 | *1.7633* | $68,527 | *1.8284* | $71,057 | *1.8960* | $73,684 | *1.9661* | $76,409 | *1.9978* | $77,641 | | |
| 15 | 0.8595 | $33,403 | *1.6400* | $63,735 | *1.7005* | $66,087 | *1.7633* | $68,527 | *1.8284* | $71,057 | *1.8960* | $73,684 | *1.9661* | $76,409 | *2.0378* | $79,194 | | |
| 16 | 0.8595 | $33,403 | *1.7218* | $66,914 | *1.7846* | $69,355 | *1.8497* | $71,885 | *1.9173* | $74,512 | *1.9874* | $77,236 | *2.0602* | $80,066 | *2.1757* | $84,554 | | |
| 17 | 0.8595 | $33,403 | *1.7218* | $66,914 | *1.7846* | $69,355 | *1.8497* | $71,885 | *1.9173* | $74,512 | *1.9874* | $77,236 | *2.0602* | $80,066 | *2.1757* | $84,554 | | |
| 18 | 0.8595 | $33,403 | *1.7846* | $69,355 | *1.8497* | $71,885 | *1.9173* | $74,512 | *1.9874* | $77,236 | *2.0602* | $80,066 | *2.1357* | $83,000 | *2.2539* | $87,593 | | |
| 19 | 0.8595 | $33,403 | *1.7846* | $69,355 | *1.8497* | $71,885 | *1.9173* | $74,512 | *1.9874* | $77,236 | *2.0602* | $80,066 | *2.1357* | $83,000 | *2.2539* | $87,593 | | |
| 20 | 0.8595 | $33,403 | *1.8497* | $71,885 | *1.9173* | $74,512 | *1.9874* | $77,236 | *2.0602* | $80,066 | *2.1357* | $83,000 | *2.2139* | $86,039 | *2.3348* | $90,737 | | |
| 21 | 0.8595 | $33,403 | *1.8497* | $71,885 | *1.9173* | $74,512 | *1.9874* | $77,236 | *2.0602* | $80,066 | *2.1357* | $83,000 | *2.2139* | $86,039 | *2.3348* | $90,737 | | |
| 22 | 0.8595 | $33,403 | *1.8647* | $72,468 | *1.9323* | $75,095 | *2.0024* | $77,819 | *2.0752* | $80,648 | *2.1507* | $83,583 | *2.2289* | $86,622 | *2.3498* | $91,320 | | |
| 23 | 0.8595 | $33,403 | *1.8647* | $72,468 | *1.9323* | $75,095 | *2.0024* | $77,819 | *2.0752* | $80,648 | *2.1507* | $83,583 | *2.2289* | $86,622 | *2.3498* | $91,320 | | |
| 24 | 0.8595 | $33,403 | *1.8647* | $72,468 | *1.9323* | $75,095 | *2.0024* | $77,819 | *2.0752* | $80,648 | *2.1507* | $83,583 | *2.2289* | $86,622 | *2.3498* | $91,320 | | |
| 25 | 0.8595 | $33,403 | *1.9323* | $75,095 | *2.0024* | $77,819 | *2.0752* | $80,648 | *2.1507* | $83,583 | *2.2289* | $86,622 | *2.3098* | $89,766 | *2.4340* | $94,593 | | |
| 26 | 0.8595 | $33,403 | *1.9323* | $75,095 | *2.0024* | $77,819 | *2.0752* | $80,648 | *2.1507* | $83,583 | *2.2289* | $86,622 | *2.3098* | $89,766 | *2.4340* | $94,593 | | |
| 27 | 0.8595 | $33,403 | *2.0024* | $77,819 | *2.0752* | $80,648 | *2.1507* | $83,583 | *2.2289* | $86,622 | *2.3098* | $89,766 | *2.3940* | $93,038 | *2.5214* | $97,989 | | |
| 28 | 0.8595 | $33,403 | *2.0024* | $77,819 | *2.0752* | $80,648 | *2.1507* | $83,583 | *2.2289* | $86,622 | *2.3098* | $89,766 | *2.3940* | $93,038 | *2.5214* | $97,989 | | |
| 29 | 0.8595 | $33,403 | *2.0114* | $78,169 | *2.08* | $80,998 | *2.16* | $83,932 | *2.24* | $86,972 | *2.32* | $90,116 | *2.40* | $93,388 | *2.53* | $98,339 | *2.56* | $99,505 |
| 30 | 0.8595 | $33,403 | *2.0114* | $78,169 | *2.08* | $80,998 | *2.16* | $83,932 | *2.24* | $86,972 | *2.32* | $90,116 | *2.40* | $93,388 | *2.53* | $98,339 | *2.56* | $99,505 |
| 31 | 0.8595 | $33,403 | *2.0114* | $78,169 | *2.08* | $80,998 | *2.16* | $83,932 | *2.24* | $86,972 | *2.32* | $90,116 | *2.40* | $93,388 | *2.53* | $98,339 | *2.56* | $99,505 |
| 32 | 0.8595 | $33,403 | *2.0114* | $78,169 | *2.08* | $80,998 | *2.16* | $83,932 | *2.24* | $86,972 | *2.32* | $90,116 | *2.40* | $93,388 | *2.53* | $98,339 | *2.56* | $99,505 |
| 33 | 0.8595 | $33,403 | *2.0114* | $78,169 | *2.08* | $80,998 | *2.16* | $83,932 | *2.24* | $86,972 | *2.32* | $90,116 | *2.40* | $93,388 | *2.53* | $98,339 | *2.56* | $99,505 |
| 34 | 0.8595 | $33,403 | *2.0114* | $78,169 | *2.08* | $80,998 | *2.16* | $83,932 | *2.24* | $86,972 | *2.32* | $90,116 | *2.40* | $93,388 | *2.53* | $98,339 | *2.56* | $99,505 |
| 35 | 0.8595 | $33,403 | *2.0114* | $78,169 | *2.08* | $80,998 | *2.16* | $83,932 | *2.24* | $86,972 | *2.32* | $90,116 | *2.40* | $93,388 | *2.53* | $98,339 | *2.56* | $99,505 |