**Summary of Changes to OHEA/OHPS Negotiated Agreement**

**September 1, 2016-August 31, 2018**

**Note: Items underlined require review and may require Principal action at some point during the year.**

**Preamble and Duration**: Two year duration- we will return to the table to bargain spring of 2018. Also the calendar guidelines have been consolidated as Article 11 for convenience.

**2.5 Distribution of Agreement**: Updates communication modes of the contract to members for efficiency.

**3.3 Membership Communication**: Formalizes a past practice of OHEA time with new staff prior to lunch on new staff day.

**4.6 Student Discipline**: Specifies that in the event an administrator is absent, the designee will be a certificated staff or a dean of students.

*Action: Identify your certificated designee and review this section of the contract with your staff/leadership team as you work on PBIS goals.*

**4.9 Transfer/Reassignment**: Eliminates outdated “bulletin board” posting language as postings are done exclusively through email now.

**5.1 Leaves**: Updates language to reflect the use of online reporting tools for absences.

**5.2 Bereavement Leave**: Clarifies ambiguous language regarding extending bereavement leave using emergency leave.

**5.5.1 Public Service Leave**: Allows for emergency response personnel to volunteer to serve in the event of a declared emergency. (an example is wildland fire-fighting)

**5.5.6 Annual Leave**: Adds one additional day of annual leave per employee.

**6.2 Supplemental Contracts**: Exchanges current night time meeting language of 3.75 hours for 4 hours of evening meeting or event times. This time can be used for curriculum nights, arts nights, grade level transitions or other building events providing advanced planning and communication is completed.

*Action: Work with your leadership team and plan building events in advance so staff can arrange for the evening work.*

**6.2 Time, Responsibility, Incentive (TRI) (Continued)**

**Time** Pay for specific time that must be tracked in order to be received

**Responsibility** Pay for types of additional work and responsibilities associated with the job, but the time is not tracked.

2015-16 Time                11 days or 6.11% (5.5 days were tracked)

 Responsibility 14 days or 7.78%

2016-17 Time       5.5 days or 3.06% (all tracked)

 Responsibility   32.55 days or 18.08%

2017-18 Time        5.5 days or 3.06% (all tracked)

 Responsibility      40.64 days or 22.58%

 (Note: Percentages above are the percentage of compensation provided above base pay)

*Action: Be aware that we are now competitive with other regional districts both in overall TRI compensation and the balance between Time and Responsibility and that the increase for this year is among the largest one year increases seen state-wide this year.*

 **6.3.2** Adds “make-up” provision for staff that miss **mid-semester workday** – similar to make-up provision in staff start-up day.

*Action: Work with staff that are unable to be at mid semester workday to schedule make up day just as you do for the teacher-directed start up day.*

 **6.3.5** Maintains 1.5 days (10.5 hours) of **PLC time**.

 **6.4 Special education staff** receive $500 stipend annually to recognize IEP meeting time outside the work day and provides that the district will provide certification for select specialists as needed for Medicare billing.

 *Action: Know that SPED staff who manage IEP meetings that go beyond their contract day are compensated.*

**6.5.4** Formalizes the practice of paying substitutes for their prep time**,** if needed, to cover another class.

 **6.5.8, 9, 10**: Formalizes the practice of **paying librarians and counselors extra days** beyond 180 days. Also relocates the nurses’ current extra work day to another section of the contract.

 **7.2.2**: Impact of Special Education This modified language allows special education staff to take two substitute days for IEP writing. For days beyond the first two, the principal must analyze and support the request.

*Action: If SPED staff request additional days beyond the two provided, analyze the situation to determine if additional days are warranted. Factors to consider include the number of and complexity of IEP’s being completed. If it is not warranted, communicate that to the teacher, if it is warranted, forward the teacher request to the Special Education Director with your analysis and rationale for additional days.*

 7.2.4: Class size overload: Specifies a $10 per pupil per day payment to the staff member (and $2 for specialists) affected.

*Action: Know that if we need to exceed class sizes, teachers will be compensated.*

 **7.2.5: Split Classes**: Adds a $1500 stipend to K-5 teachers who serve in a split class and specifies the split will first be offered building-wide.

 *Action: For K-5 principals, building teachers are notified of the opportunity and volunteers are sought prior to making a staffing decision. Also, teachers will be compensated and existing supports will continue.*

 **7.9 Early Release Mondays**: Maintains the 9 teacher-controlled days for grading periods and evaluation work. Also updates some of the activities in the bullets.

**Article 11**: Consolidates and relocates **calendar language.**

**Appendix 12 T PEP Evaluation**: Rolled the MOU into the contract. Changes include inclusion of Title/LAP and Home Connection teachers, altered observation deadline to first 90 days of employment to match state law, clarification of factors leading to provisional non-renewal and some other minor updates.

*Action: First evaluation for provisional comprehensive staff can be as late as January 31 or 90 days from start of employment. It is still recommended that you complete your first cycle of evaluations for provisional comprehensive staff prior to winter break.*