

Negotiated Master Agreement

between the

**GREEN LOCAL EDUCATION
ASSOCIATION (OEA/NEA)**

and the

**GREEN LOCAL BOARD OF EDUCATION
(Wayne County, Ohio)**

**Effective
July 1, 2019 – June 30, 2022**

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ARTICLE 1. PREAMBLE (2016)

- A.** Recognizing that providing a high quality education for the children of the Green Local School District is the primary purpose of this School District and that good morale in the teaching staff is necessary for the best education of the children, we hereby declare that:
1. The Board of Education, under law, has the final responsibility for establishing the policies of the District.
 2. The Superintendent and all staff have the responsibility of carrying out the policies established.
 3. The Board of Education recognizes that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation, and effective communications exist between the Board of Education and its teaching staff.
- B.** The Board of Education of the Green Local School District, hereinafter "Board," hereby adopts the following agreement covering recognition of the Green Local Education Association/Ohio Education Association/National Education Association, hereinafter "Association," and the methods by which negotiations shall take place with said organization.

ARTICLE 2. RECOGNITION (2019)

- A.** The Board recognizes the Association as the exclusive representative for all certificated/licensed staff including tutors but excluding Building Principals, all District administrators, supervisors, or managers, Athletic Director, substitute teachers who work less than sixty (60) days in one assignment, and educational aides, hereinafter "bargaining unit members."
- B.** Definitions with regard to recognition and the bargaining unit are in accordance with RC 4117.
- C. Definition of Bargaining Unit Member**

1. Teacher

The term "teacher," as used in this Contract, shall refer to those certificated/licensed staff included in the bargaining unit except tutors and substitutes.

2. Tutor

- a. The term "tutor" shall mean Special Ed and Title 1 tutors.
- b. Thus, tutors shall be excluded from the rights provided by Articles 13 (Contracts), 15 (Vacancies and Transfers), 18 (Staff Reduction), and 21E (Class Size).
- c. Leaves of absence and insurance shall be prorated on an hourly basis using a six and one-half (6-1/2) hours daily average as full-time.
- d. Tutors removed from regular assignments to cover classes of absent teachers will be paid cover class pay in addition to their tutor salary.
- e. Tutors who transfer to bargaining unit positions that are on the teachers' salary schedule shall be given one (1) year experience credit on the teachers' salary schedule for each two (2) years of employment as a tutor in this District.

- f. The Board has a right to designate tutors as part time based upon special education needs or Title funding.

D. Substitute

1. The term "substitute" means a properly certified/licensed and qualified person who is a casual or temporary employee.
2. If a substitute teacher works in one (1) assignment for more than sixty (60) workdays, he/she shall be temporarily afforded all rights provided under ORC 3319.10 including, but not limited to, compensation based upon the teachers' salary schedule and benefits for the remainder of his/her long-term assignment. In other words, the substitute teacher will have the same rights as bargaining unit members with the exception that the substitute teacher's temporary employment will automatically terminate at the end of the long-term assignment or the end of the school year, whichever occurs first, without need for further Board action (i.e., the Board does not need to evaluate or non-renew him/her pursuant to Ohio Revised Code Sections 3319.11, 3319.111 and 3319.112). If the long-term assignment terminates prior to the conclusion of the school year because the regular bargaining unit member returns from his/her leave of absence, the individual will be returned to his/her status as a casual substitute and will be used on an as-needed basis to the end of the school year, pursuant to Ohio Revised Code Section 3319.10.

ARTICLE 3. NEGOTIATIONS PROCEDURE

A. Principles (2003)

1. Attaining Objectives

Attainment of objectives of the educational program of the Green Local School District requires mutual understanding and cooperation among the Board, the Superintendent, and the teaching staff. Therefore, free and open exchange of views is desirable and necessary in the negotiation process.

2. Instructional Personnel

It is recognized that members of the teaching staff require specialized qualifications, and that the success of the educational program in the Green Local Schools depends upon the maximum utilization of the abilities of bargaining unit members.

3. Right to Join or Not to Join

It is further realized that bargaining unit members have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

4. Rights of Minorities and Individuals

The legal rights inherent in the Ohio Revised Code and in the rulings and regulations of the Department of Education affecting teaching personnel are in no way abridged by this Agreement.

5. "Good Faith" Negotiations

"Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its

reasons. "Good Faith" requires both parties to recognize negotiations as a shared process.

B. Procedures for Conducting Negotiations (2016)

1. Negotiating Teams

The Board or designated representative(s) of the Board will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. Each team shall have a maximum of six (6) members. Teams may be represented in negotiations and this representative shall not be counted as one of the six (6) team members. The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them. Like the team's representatives, these consultants shall not be counted as one of the six (6) team members.

2. Submission of Issues

Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall not be made before February 1 or after March 15. All issues proposed for discussion shall be submitted in writing by each party to the other prior to or at the first meeting. No additional issues shall be submitted by either party following the second meeting, unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.

3. Negotiation Procedures

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Paragraph B2, above, such additional meetings shall be held as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day except as otherwise mutually agreed.

4. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

5. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

6. Progress Reports

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.

7. Reaching Agreement

As tentative agreement is reached on each issue, it shall be reduced to writing and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing and submitted to the Association and the Board for approval. Following approval by the Association and the Board, the Board shall, by resolution, adopt the agreement as its official policy. The Association agrees to abide by the terms of the Agreement and to take the necessary action to advise its members of the terms of the Agreement.

8. Resolving Differences

If, at the expiration of the Contract, the parties are unable to reach agreement on all items under negotiations, the two (2) parties will call for the service of the Federal Mediation and Conciliation Service to assist in negotiations. If costs are incurred, both parties will share them equally.

C. Implementation and Amendment (2010)

1. This Agreement and any Amendment shall become effective upon its approval by the Association and the Board. The Contract and/or any Amendment will be printed within thirty (30) days after the Agreement, or Amendment, has been signed. The Board and the Association shall share the cost of the printing an amount which includes current staff, Board members, Administration, and the Treasurer's Office. The Board agrees to pay fifty percent (50%) of the cost or One Hundred Dollars (\$100.00), whichever is the lesser amount. The parties agree that the costs for the printing will be determined in advance. Additional copies may be obtained at the expense of the ordering party provided the additional copies are requested prior to the original run.
2. Changes, amendments, and mutual interpretations to this Contract must be by mutual consent of both parties through amendment of the Contract.

ARTICLE 4. GRIEVANCE PROCEDURE

A. Introduction (1994)

1. Grievance Policy

The Association and the Board recognize that in common interest for effective management, a procedure is necessary whereby the employees can have a fair hearing of their grievance.

2. Grievance Defined

A "grievance" is any violation, misinterpretation, and/or misapplication of the Negotiated Agreement.

3. Grievant Defined

A "grievant" is any bargaining unit member(s) or the Association lodging a grievance.

4. Day Defined

A "day" is an actual weekday, unless otherwise specified. The time limits herein may be mutually extended, if done in writing, by the Association, the grievant, and the Board/Administration.

5. Rights of Grievant and Association

- a. A bargaining unit member engaged during the school day, on behalf of the Association, with any Board representative in a professional grievance shall be released from regular duties without loss of salary.
- b. A grievance shall not be recorded in the personal file of the grievant.
- c. The Association shall have the right to be present and represent the grievant at all levels.

B. Level One (1994)

1. The grievant may first discuss his/her grievance with his/her Principal (or the Superintendent if the Principal declares that he/she lacks the authority to resolve the grievance), either individually or together, with the Association representative or another advisor. This level should answer most of the complaints.
2. In the event the grievant is not satisfied with the disposition of his/her grievance, or if no decision has been made within five (5) days after presentation of the grievance, he/she shall file the grievance in writing with the Association representative and the Principal.
3. Within five (5) days of the receipt of the grievance, the Principal shall render a written decision which shall include the reason for the decision based upon the circumstances of the grievance and forward a copy of the decision to the grievant and the Association.

C. Level Two (1994)

1. This level becomes a formal procedure wherein a written description of the complaint and a resume' of Level One are submitted to the Superintendent. The Superintendent shall conduct a hearing within five (5) days of receipt of the grievance. The hearing shall include the grievant, the Association representative, the Principal, and any others who may be needed to give information.
2. Within seven (7) days of receipt of the grievance, the Superintendent will issue his/her decision along with his/her reason, in writing, to the interested parties, including the grievant and the Association, in the hope that communications may be established; that the grievant will have held a fair hearing; and the decision seeks the best interest of the employee as well as the total School District.

D. Level Three (1994)

1. If the grievant is still dissatisfied: the person will formally write, describing the grievance to the point and in detail, the portion with which he/she is dissatisfied. A copy shall be presented to the Association President, the Superintendent, the Board President, and the grievant should retain a copy.
2. After the Board has studied the complaint: within ten (10) days the decision shall be put in writing to the grievant and Association. Should the grievant not be satisfied with the decision of the Superintendent and the Board, then it should proceed to Level Four, unless the grievance involves a challenge to an oral reprimand in which case the grievance may not be appealed beyond Level Three.

E. Level Four (2010)

If the grievance is not resolved at step three (3), the parties mutually agree to utilize the Federal Mediation and Conciliation Service (FMCS) to mediate the grievance. The mediator will not issue any written decision with regard to the grievance but will attempt to help the parties find a mutually agreeable resolution to the grievance, unless the grievance involves a challenge to a written reprimand in which case the grievance may not be appealed beyond Level Four.

F. Level Five (2010)

This we hope will be needed infrequently. If satisfactory resolution was not reached, an arbitrator shall review the grievance. The grievance may be submitted to arbitration through a written demand for arbitration from the grievance or his/her representative to the Federal Mediation and Conciliation Service (FMCS) arbitration panel with a copy to the Superintendent. The FMCS shall forward to the parties' representatives one (1) list of seven (7) arbitrators, of which a majority must be from Ohio. The arbitrator shall be selected by alternately striking names, with the party who strikes the first name being determined by the flip of a coin. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the decision of the arbitrator shall be binding on all parties. The fees and expenses of the arbitrator shall be borne by the losing party.

ARTICLE 5. PAYROLL PROCEDURES

A. Paycheck Interval (2016)

1. Pay will be distributed on the fifth (5th) and twentieth (20th) of each month for a total of twenty-four (24) pay periods. Any bargaining unit member who previously opted for a twenty-one (21) pay option as of the ratification date of this Agreement, shall be permitted to continue such payroll option for the duration of his/her employment with the Board under a twenty (20) pay option.
2. The first payday of each new school year shall be the first pay in September and the Board Treasurer shall notify in writing the Association President of the dates on which pay will be distributed.
3. Bargaining unit members will have their paychecks deposited by electronic transfer directly into (the) bank(s) and Credit Union(s) of their choice, if selected banks and/or Credit Unions have that option available. Each bargaining unit member shall receive an electronic notice of a paycheck stub or its equivalent on payday. Changes in institutions will be allowed throughout the school year with two (2) weeks notice to the Treasurer. Deposit amounts to receiving bank(s) and/or Credit Union(s) may be changed with a ten (10) calendar day notice to the Treasurer. It is the employee's responsibility to choose a bank that accepts direct deposit, and it is the District's responsibility to insure that wire transfers are timely made pursuant to this Section.
4. Annual Salary Notices shall be distributed at least five (5) workdays prior to the first pay of a new school year.

B. Deductions (2003)

1. Mandatory Deductions

Except as required otherwise by law or contract, mandatory deductions will be deducted equally (or as equally as possible) from each of the remaining pay periods in the contract year.

2. Payroll Deductions

a. Dues and Fees

See Article 22, Section C

b. Annuities

The Board shall allow self-directed annuities to be deducted from the employee's pay with thirty (30) days' notice to the Treasurer. If a company is not qualified to offer annuities in the School District, a bargaining unit member may change his/her contract or enter into a new contract for tax shelter annuities (403B). If the School District would be required to provide the IRS an Audit of Annuity Accounts, those participating employees agree to split the annual fee of up to Fifty Dollars (\$50.00) for any school year that the bargaining unit member has a contract with such company where there are not at least five (5) bargaining unit members who have a contract with such company. Companies being used as of June 1, 2000 are excluded from this requirement and may be continued. This Section shall be reviewed annually by the Association and the Administration/Treasurer as to its workability and effectiveness.

c. Political Contributions

The Board shall accept payroll deductions to a qualified PAC for political contributions and such payments will be equal monthly payments.

d. Credit Union

The amount of deduction may be increased, reduced, added to or dropped with a two (2) week notice to the Treasurer.

e. Insurances

Any premium amounts owed by a bargaining unit member under this Agreement will be automatically deducted.

f. Savings Bonds

Deductions for United States Savings Bonds will be permitted on the following conditions:

- 1) The deduction must be for the entire year from the first or second check of each month or from all checks; and
- 2) Each deduction must be an amount equal to the amount necessary to purchase at least a Twenty-Five Dollar (\$25.00) Bond.

g. Education Bonds

Deductions for Ohio Education Bonds will be permitted. Said deduction will be made from either the first or second paycheck of each month. There must be at least one (1) month's notice to the Board Treasurer of any change in the amount of the deduction.

h. Service Credit

Deductions for purchase of service credit for STRS shall be allowed each pay with a two

(2) week notice to the Board Treasurer.

C. Tax Deferral of Certified/Licensed Employee's Portion of STRS Payments (2003)

The bargaining unit member's portion of STRS payments shall be deducted from his/her gross salary before income tax withholding is calculated. The entire portion of this payment will be taken out equally from each paycheck of the school year.

ARTICLE 6. SALARIES

A. Additional Hours (2016)

When additional hours qualify the individual for the next column on the salary schedule, the member will submit a written request to the Superintendent along with a transcript verifying those hours. A final or non-final transcript shall be in the District Office for verification by the Superintendent and/or Treasurer by October 1 and the beginning of the second semester as established by the school calendar, to become effective at that time. Non-final transcripts will be followed by the official transcript upon receipt by the teacher from the institution of higher education. The teacher will submit that final transcript to the District Office.

B. Clarification of Master's Plus Columns (2006)

Graduate hours to be counted must be taken after transcripts have been dated for Master's Degree.

C. Prior Experience (2006)

Bargaining unit members shall be credited, upon initial employment, with up to ten (10) years of service for each year [120 days under a teacher's contract] of prior experience in another public school in Ohio. This credit for prior service shall include up to five (5) years [each year being no less than eight (8) continuous months in the Armed Forces] of military service. The combination of prior teaching and military service shall not exceed ten (10) years.

D. Summer Tutors (2006)

Summer tutors will be paid according to the tutor wage column on the salary schedule. The Title 1 Summer Tutor Program also falls under this category.

E. Index (2019)

Years	Tutors	BA/BS	150 SH	MA/MS	MA+15 SH	MA+30 SH
0	0.75	1	1.039	1.096	1.121	1.146
1	0.76	1.039	1.082	1.144	1.17	1.196
2	0.77	1.077	1.125	1.192	1.219	1.246
3	0.78	1.115	1.168	1.24	1.268	1.296
4	0.79	1.153	1.211	1.288	1.317	1.346
5	0.8	1.191	1.254	1.336	1.366	1.396
6	0.81	1.229	1.297	1.384	1.415	1.446
7	0.82	1.267	1.34	1.432	1.464	1.496
8	0.83	1.305	1.383	1.48	1.513	1.546
9	0.84	1.343	1.426	1.528	1.562	1.596
10	0.85	1.381	1.469	1.576	1.611	1.646
11	0.86	1.419	1.512	1.624	1.66	1.696
12	0.87	1.457	1.555	1.672	1.709	1.746
13	0.87	1.457	1.598	1.72	1.758	1.796
14	0.87	1.457	1.641	1.768	1.807	1.846
15	0.87	1.495	1.684	1.816	1.856	1.896
18	0.87	1.533	1.727	1.864	1.905	1.946
23	0.87	1.571	1.77	1.912	1.954	1.996
28	0.87	1.609	1.813	1.96	2.003	2.046
32	0.87	1.647	1.856	2.008	2.052	2.096

F. Salary Schedule Effective July 1, 2019 @ 2% (2019)

2019-2020

Step	Tutors	BA/BS	150 SH	MA/MS	MA +15	MA +30
0	27,127	36,169	37,580	39,641	40,546	41,450
1	27,489	37,580	39,135	41,378	42,318	43,258
2	27,850	38,954	40,690	43,114	44,090	45,067
3	28,212	40,329	42,246	44,850	45,863	46,875
4	28,574	41,703	43,801	46,586	47,635	48,684
5	28,935	43,078	45,356	48,322	49,407	50,492
6	29,297	44,452	46,911	50,058	51,179	52,301
7	29,659	45,826	48,467	51,794	52,952	54,109
8	30,020	47,201	50,022	53,530	54,724	55,918
9	30,382	48,575	51,577	55,267	56,496	57,726
10	30,744	49,950	53,133	57,003	58,269	59,535
11	31,106	51,324	54,688	58,739	60,041	61,343
12	31,467	52,699	56,243	60,475	61,813	63,151
13	31,467	52,699	57,798	62,211	63,585	64,960
14	31,467	52,699	59,354	63,947	65,358	66,768
15	31,467	54,073	60,909	65,683	67,130	68,577
16	31,467	54,073	60,909	65,683	67,130	68,577
17	31,467	54,073	60,909	65,683	67,130	68,577
18	31,467	55,447	62,464	67,419	68,902	70,385
19	31,467	55,447	62,464	67,419	68,902	70,385
20	31,467	55,447	62,464	67,419	68,902	70,385
21	31,467	55,447	62,464	67,419	68,902	70,385
22	31,467	55,447	62,464	67,419	68,902	70,385
23	31,467	56,822	64,019	69,156	70,675	72,194
24	31,467	56,822	64,019	69,156	70,675	72,194
25	31,467	56,822	64,019	69,156	70,675	72,194
26	31,467	56,822	64,019	69,156	70,675	72,194
27	31,467	56,822	64,019	69,156	70,675	72,194
28	31,467	58,196	65,575	70,892	72,447	74,002
32	31,467	59,571	67,129	72,627	74,218	75,810

G. Salary Schedule Effective July 1, 2020 @ 1.75% (2019)

2020-2021

Step	Tutors	BA/BS	150 SH	MA/MS	MA +15	MA +30
0	27,602	36,802	38,238	40,335	41,256	42,175
1	27,970	38,238	39,820	42,101	43,058	44,015
2	28,338	39,635	41,403	43,868	44,862	45,855
3	28,706	41,035	42,985	45,634	46,665	47,695
4	29,074	42,432	44,567	47,401	48,469	49,536
5	29,442	43,832	46,150	49,168	50,271	51,376
6	29,810	45,230	47,733	50,934	52,075	53,216
7	30,178	46,629	49,314	52,701	53,878	55,056
8	30,545	48,027	50,897	54,467	55,682	56,896
9	30,913	49,426	52,480	56,234	57,485	58,736
10	31,282	50,824	54,063	58,000	59,288	60,576
11	31,650	52,223	55,645	59,767	61,092	62,416
12	32,018	53,621	57,227	61,533	62,895	64,256
13	32,018	53,621	58,810	63,300	64,699	66,097
14	32,018	53,621	60,392	65,066	66,501	67,937
15	32,018	55,020	61,975	66,832	68,305	69,777
16	32,018	55,020	61,975	66,832	68,305	69,777
17	32,018	55,020	61,975	66,832	68,305	69,777
18	32,018	56,418	63,557	68,599	70,108	71,617
19	32,018	56,418	63,557	68,599	70,108	71,617
20	32,018	56,418	63,557	68,599	70,108	71,617
21	32,018	56,418	63,557	68,599	70,108	71,617
22	32,018	56,418	63,557	68,599	70,108	71,617
23	32,018	57,817	65,140	70,366	71,912	73,457
24	32,018	57,817	65,140	70,366	71,912	73,457
25	32,018	57,817	65,140	70,366	71,912	73,457
26	32,018	57,817	65,140	70,366	71,912	73,457
27	32,018	57,817	65,140	70,366	71,912	73,457
28	32,018	59,215	66,722	72,133	73,714	75,297
32	32,018	60,613	68,304	73,898	75,517	77,137

H. Salary Schedule Effective July 1, 2021 @ 1.75% (2019)

2021-2022 - 1.75%

Step	Tutors	BA/BS	150 SH	MA/MS	MA +15	MA +30
0	28,085	37,446	38,907	41,041	41,978	42,913
1	28,459	38,907	40,517	42,838	43,812	44,785
2	28,834	40,329	42,128	44,636	45,647	46,658
3	29,208	41,753	43,737	46,433	47,481	48,530
4	29,583	43,175	45,347	48,230	49,317	50,402
5	29,958	44,599	46,958	50,028	51,151	52,275
6	30,332	46,021	48,568	51,826	52,986	54,147
7	30,706	47,445	50,177	53,623	54,821	56,019
8	31,080	48,867	51,788	55,421	56,656	57,892
9	31,454	50,290	53,398	57,218	58,491	59,764
10	31,829	51,713	55,009	59,015	60,326	61,636
11	32,204	53,136	56,619	60,813	62,161	63,509
12	32,578	54,559	58,229	62,610	63,995	65,381
13	32,578	54,559	59,839	64,407	65,831	67,253
14	32,578	54,559	61,449	66,205	67,665	69,126
15	32,578	55,982	63,060	68,002	69,500	70,998
16	32,578	55,982	63,060	68,002	69,500	70,998
17	32,578	55,982	63,060	68,002	69,500	70,998
18	32,578	57,405	64,669	69,799	71,335	72,870
19	32,578	57,405	64,669	69,799	71,335	72,870
20	32,578	57,405	64,669	69,799	71,335	72,870
21	32,578	57,405	64,669	69,799	71,335	72,870
22	32,578	57,405	64,669	69,799	71,335	72,870
23	32,578	58,828	66,280	71,597	73,170	74,743
24	32,578	58,828	66,280	71,597	73,170	74,743
25	32,578	58,828	66,280	71,597	73,170	74,743
26	32,578	58,828	66,280	71,597	73,170	74,743
27	32,578	58,828	66,280	71,597	73,170	74,743
28	32,578	60,251	67,890	73,395	75,004	76,615
32	32,578	61,673	69,499	75,191	76,839	78,487

ARTICLE 7. OTHER COMPENSATION

A. Severance Pay (2010)

1. Teachers must have ten (10) years or more of service credit in the Green Local School District to be eligible for severance pay.
2. Employee is entitled to one-fourth (1/4) of his/her accumulated sick leave, to a maximum of two hundred-sixty (260) days.
3. Severance pay will be calculated on the per diem rate at time of retirement.
4. Retirement is to be interpreted to mean being accepted for retirement and upon drawing first check.
5. Payment shall be made, upon presentation of the retirement check. Payment must occur in the same calendar year as the year of retirement, subject to regular withholding tax reported on W-2. If a retiring bargaining unit member wishes to shelter a portion of his/her severance pay, the member must declare the desire to shelter all or part of the payment and so notify the Treasurer before his/her last workday.
6. Receipt of severance pay shall eliminate all of the employee's accrued but unused sick leave.

B. Cover Class Pay (2019)

1. Each school year, starting with the second administrative request, any bargaining unit member, including tutors, who agrees to a request by the Administration to take the class(es) of another employee, or any study hall teacher who has assigned to his/her study hall a class or majority part of a class normally assigned to another bargaining unit member, will be paid Fifteen Dollars (\$15.00) per hour. For purposes of this Section, the "first request" shall not exceed two (2) hours.
2. Any group of bargaining unit members who, with the permission of the Administration, agree to split a class normally assigned to another employee will also be compensated. Bargaining unit members who split a class shall equally split the rate paid for the additional assignment. Bargaining unit members, who have volunteered for this duty shall be rotated, if at all possible.
3. Compensation in both individual and group cases will be paid at the end of each semester.
4. This Section is not applicable for situations where two (2) or more bargaining unit members, for the convenience of each other, and with the Principal's approval, agree to perform this duty.

C. Travel Pay (2016)

1. Bargaining unit members who by reason of their established schedules are required to travel on behalf of the District, will be reimbursed for mileage at the IRS rate per mile.
2. This payment may also be used for professional meetings.

D. Monetary Assistance For Tuition Reimbursement (2019)

1. Bargaining unit members must pursue a Master's in their certified/licensed field(s) in an accredited college or university, or be taking additional courses in current or additional area(s) of teaching certification/licensure.

2. Reimbursement shall be One Hundred Thirty-Three Dollars (\$160.00) per quarter hour or Two Hundred Dollars (\$250.00) per semester hour. The Board's cost shall not exceed Thirty Thousand Dollars (\$30,000) in any one (1) year.
3. The following criteria will be used in determining eligibility:
 - a. Request for payment for classes completed the current fiscal year will be made by June 15.
 - b. Teachers shall provide to the Superintendent sufficient evidence that said course(s) conform to those permitted in Paragraph D1, above. Online and distance learning classes are eligible for reimbursement. A receipt indicating the amount paid must be submitted with the reimbursement request. Reimbursement shall not exceed the actual amount paid. A grade or transcript must also be submitted.
 - c. Seniority in system to be a weighted factor if more people apply than stipend available. A list of applicants will be made in order of seniority and each applicant will be granted one (1) hour in descending order. This process will be repeated until the available stipend is depleted.
 - d. Payment to be made upon evidence of successful completion with a "C" or better grade [or "Pass" if on "pass/fail" system]. Evidence of successful completion must be presented by October 1. Money allocated but not paid due to teachers not meeting requirements in this Article shall be allocated to others not receiving payment. The same method described in this Article shall be used for this reallocation.

E. Service Death Benefit (2019)

If an employee dies after 10 years of continuous service in the District, the death benefit severance pay would be paid to the member's estate. This death benefit payment of severance would extinguish the retirement severance benefit.

F. Committee Pay (2019)

Bargaining unit members that serve on the Lighthouse Team or Building Leadership Team shall receive no more than a \$250 stipend per year.

ARTICLE 8. SUPPLEMENTAL CONTRACTS (2019)

- A.** All supplemental contracts shall be automatically nonrenewed each year without the necessity of Board action.
- B.** A supplemental contract holder's salary will be paid at the end of the supplemental contract activity and included with regular salary in a lump sum.
- C.** Outdoor Education attendance shall not be asked of any bargaining unit member after the normal school day. During the school day, volunteers will be sought by the Administration prior to assignment. Bargaining unit members who participate during the day and those who volunteer to participate after the normal school day will be paid mileage from their school to the Outdoor Education site and return.
 1. 0.002% of the BA-0 Step Base per member per night staying overnight up to four (4) nights, not to exceed six (6) members maximum.
 2. 0.03% of the BA-0 Step Base per Director; split for co-Directors.

D. Decimal multiplied by Base Step salary will be used for calculating supplemental salaries.

E. **Extra Duty Pay Schedule**

<u>Title</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>10</u>
<u>Football</u>					
Varsity Boys	.17	.18	.19	.20	.21
Assistant Boys	.10	.11	.12	.13	.14
<u>Title</u>					
Freshman	.07	.08	.09	.10	.11
Middle School	.065	.07	.075	.08	.09
<u>Basketball</u>					
Varsity Boys	.17	.18	.19	.20	.21
Varsity Girls	.17	.18	.19	.20	.21
Assistant Boys	.10	.11	.12	.13	.14
Assistant Girls	.10	.11	.12	.13	.14
Freshman Boys	.07	.08	.09	.10	.11
Freshman Girls	.07	.08	.09	.10	.11
Middle School Boys/Girls	.065	.07	.075	.08	.09
<u>Wrestling</u>					
Varsity Boys	.10	.11	.12	.13	.14
Assistant	.06	.07	.08	.09	.10
Middle School	.065	.07	.075	.08	.09
<u>Baseball</u>					
Varsity Boys	.10	.11	.12	.13	.14
Assistant	.06	.07	.08	.09	.10
Freshman	.05	.06	.07	.08	.09
<u>Volleyball</u>					
Varsity Girls	.12	.13	.14	.15	.16
Assistant	.08	.09	.10	.11	.12
Freshman	.05	.06	.07	.08	.09
Middle School	.065	.07	.075	.08	.09
<u>Soccer</u>					
Varsity Boys	.10	.11	.12	.13	.14
Varsity Girls	.10	.11	.12	.13	.14
Assistant Boys	.06	.07	.08	.09	.10
Assistant Girls	.06	.07	.08	.09	.10
<u>Softball</u>					
Varsity Girls	.10	.11	.12	.13	.14
Assistant	.06	.07	.08	.09	.10
<u>Track</u>					
Varsity Boys/Girls	.12	.13	.14	.15	.16
Assistant Boys/Girls	.08	.09	.10	.11	.12
Middle School Boys/Girls	.065	.07	.075	.08	.09

<u>Golf</u>					
Varsity	.075	.08	.085	.09	.10
Assistant	.03	.04	.05	.06	.07
<u>Cross Country</u>					
Varsity	.075	.08	.085	.09	.10
Assistant	.03	.04	.05	.06	.07
Middle School Boys/Girls	.03	.04	.05	.06	.07
<u>Title</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>10</u>
Weight Room	.14				
Athletic Events Manager HS	.13				.17
Athletic Events Manager MS	.075				.10
<u>Class Advisors</u>					
Junior (2)* [*Does not include Prom Advisor]	.02				.025
Senior (2)	.02				.025
Freshman/Sophomore (2)	.015				.02
Prom Advisor (2)	.03				.035
Yearbook Advisor (High School)	.04				.045
Yearbook Advisor (Middle School)	\$250.00				
Yearbook Advisor (Elementary School)	\$250.00				
FCCLA Advisor	.02				.025
FFA Advisor	.10				.11
<u>Dramatics</u>					
One-Act Play (High School)	.04				.05
One-Act Play (Middle School)	.04				.05
Multi-Act/Musical (High School)	.06				.07
Multi-Act/Musical (Middle School)	.06				.07
Musical (Music Director) (High School)	.035				.04
Musical (Music Director) (Middle School)	.035				.04
NFL Advisor	.03				.035
Student Council	.035				.04
Academic Challenge	.03				.035
National Honor Society Advisor	.03				.035
Foreign Language Club	.03				.035
HS Cheerleading Advisor	.08				.09
Asst Cheerleading Advisor	.045				.05
Chorlettes/Debonair Director	.06				.07
Choreographer HS	.02				.025
Choreographer MS	.02				.025
Choreographer C & D	.02				.025
Marching Band Director	.12				.13
Asst Band Director - All Band	.09				.10
Asst Marching Band Director	.045				.05
Jazz Band	.03				.04
Pep Band	.03				.04
Solo/Ensemble Contests	.03				.04
Majorette Advisor	.03				.035
MS Cheerleader Advisor	.05				.06
MS Student Council	.02				.025

MS Academic Challenge	.02				.025
LPDC Chairperson	.025				.03
Lead Mentor	.025				.03
BLT Stipends (5 or more meetings)	\$250				
Resident Educator Mentor (year 1) (see Article 12)	.02	.02	.01	.005	
Power of the Pen Supervisor	.02				.025
Math Counts Supervisor	.02				.025
Technology Liaison	.05				.06
Intervention Specialist Lead Teacher (Primary)	.03				.04
Intervention Specialist Lead Teacher (Secondary)	.03				.04
Tri-County Honors Band Coordinator	\$100				
Festival of Choirs Coordinator	\$100				

D.C. Trip Coordinator 3½ days Release Time

<u>Title</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>10</u>
Detention Monitor					\$20.00 per hour
Saturday School Monitor					\$20.00 per hour
After School/Home Tutor					\$20.00 per hour

- F.** If the Board creates an extra duty position(s) in between negotiations periods, the position will automatically be included in the Collective Bargaining Agreement and the amount of compensation will be negotiated in the next round of negotiations.
- G.** Required First Aid and CPR training for coaches shall be provided or paid by the Board, at the option of the Athletic Director and the Superintendent, and the cost of the Sports Training Certificate. Coaches shall be identified as "at risk" for blood borne pathogens and shall receive training and protection in accordance with being identified as "at risk."
- H.** The Board will reimburse one hundred percent (100%) of the Ohio Music Educators Association (OMEA) dues for those members who attend at least one (1) OMEA student performance event.

I. Extended Time

The following positions will be provided extended time as needed. Extended time is at the daily rate:

Agriculture	
Guidance Counselor	
Gifted Coordinator	
HS Band	
Family and Consumer Science	
Summer Tutoring	Paid on tutors' salary schedule

- J.** A committee will be established during the term of this Agreement to review and recommend changes, if appropriate, to supplemental compensation based upon equity considerations. The committee will be comprised of three (3) members appointed by the Association and three (3) members appointed by the Superintendent. The committee may consider recommendations for changes from within the funds currently available for supplemental compensation.

ARTICLE 9. INSURANCES

The following will be applicable for the 2019-2020 school year:

A. Hospitalization (PPO)/Prescription Drug (2013)

1. The Board will pay eighty percent (80%) of the PPO Plan premiums for single or family coverage.

PLAN BENEFIT HIGHLIGHTS

Deductible \$150 Single/\$300 Family

Deductible Out-of-Network \$300 Single/\$600 Family

Co-Insurance Maximum: \$500 Single/\$1,000 Family

Co-Insurance Out-of-Network \$1,000 Single/\$2,000 Family

Out-of-Pocket Maximum: \$650.00 Single/\$1,300 Family

Out-of-Pocket Maximum Out-of-Network: \$1,300 Single/\$2,600 Family

<u>BENEFITS SUMMARY</u>	<u>IN-NETWORK</u>	<u>OUT-OF NETWORK</u>
Office Visit PCP/Specialist	\$10/\$20	20% after deductible
Surgical Services	\$10/\$20	20% after deductible
Urgent Care	\$35	20% after deductible
Immunizations	\$10/\$20	20% after deductible
Allergy Testing	\$10/\$20	20% after deductible
Routine Physical Exam (18+)	100%	100%
Well Child Care	100%	100%
Routine Mammogram	100%	100%
Routine Pap Test	100%	100%
Surgical Services	10% after deductible	20% after deductible
Diagnostic Services	10% after deductible	20% after deductible
Emergency Room - Emergency	\$75 co-pay	\$75 co-pay
Speech Therapy	\$20 per visit	20% after deductible
Physical/chlor/occupational	\$20 per visit	20% after deductible
Semi-Private Room & Board	10% after deductible	20% after deductible
Maternity	10% after deductible	20% after deductible
Skilled Nursing Facility	10% after deductible	20% after deductible

2. **Section 125 Plan**

A "premium only" Section 125 Plan will be established, at no cost to employees, to allow for pre-tax contribution of premium payments.

3. **Flexible Spending Account**

A voluntary Flexible Spending Account (FSA) for out-of-pocket medical expenses will be established. The administrative fee will be paid by the Board.

4. The District will arrange for an insurance claims person from the medical insurance carrier to be in the District as needed to assist employees with processing claims and answering questions.

5. If for some reason the present plans become unavailable, a replacement plan may be implemented with agreement of the Association.

6. Prescription Drug Card

The Board will pay eighty percent (80%) of the premium for an individual or family Prescription Drug Card Plan. Such card plan shall provide a Five Dollar/Ten Dollar/Twenty-five Dollar (\$5.00/\$10.00/\$25.00) deductible for generic/brand name/brand name drugs when generic is not available. Mail order is mandatory for maintenance drugs. Members will receive a three-month supply for the cost of a two-month supply.

7. Enrollment

Upon initial employment or other Qualifying Event, and annually thereafter during the month of September, employees may elect coverage under the PPO Plan above.

8. Insurance Review Committee (2010)

The parties will create an insurance committee composed of six (6) members, three (3) appointed by the Board and three (3) appointed by the Association. Additional resource members will be used as needed. The committee will meet at a minimum of twice per school year, but may call meetings as needed to review health insurance information.

The committee will serve to monitor, provide information and receive/review reports related to the district health, prescription and dental insurance plans. The Committee will receive joint insurance committee training as provided by the State Employees Health Care Board.

9. Medical Insurance Opt-Out (2016)

Any bargaining unit member who elects not to be covered by available health/ prescription drug insurance benefits may apply for an opt-out payment in lieu of health/prescription drug insurance coverage if he/she is covered by another Plan outside the District. The payment in lieu will be an amount equal to thirty-five percent (35%) to a maximum of \$2,000 of the annual premium of either the single or family coverage otherwise payable by the Board. The following guidelines apply:

- a. Application for this benefit must be made, in writing, to the Board Treasurer within thirty (30) days of first employment or eligibility for benefits. The request must include written verification of coverage by an insurance plan outside of the District from the Plan Administrator. Description of medical insurance opt out will be included in insurance packets given to newly employed members.
- b. The employee must remain eligible for health/prescription drug insurance benefits for an entire school year, defined as September 1 through August 30.
- c. Bargaining unit members hired after August 1 and bargaining unit members who first become eligible for benefits after August 1 may qualify for reduced opt-out benefits by counting the months of eligibility until June 30.
- d. Persons eligible for prorated insurance benefits are eligible for opt-out benefits at the same percentage as paid by the Board for prorated insurance.
- e. If a bargaining unit member opts out of the coverage provided in the District Plan, that bargaining unit member may only be permitted to change his/her election and reenroll under the District Plan prior to the following July 31 if there has been a change in status or a Qualifying Event that would permit the employee to change his/her election under the applicable rules and regulations of the IRS under Section 125 of the Internal Revenue Code.

- f. The payment provided in this Section shall be paid in a lump sum in the first payroll of the succeeding school year.
 - g. Persons voluntarily reenrolling and still covered by another Plan may not be covered for preexisting conditions incurred while not covered by the District Plan.
10. Benefits of this Article shall be provided to any bargaining unit member working thirty (30) hours or more. Insurance benefits for employees who are employed as of July 1, 2013, will not be adversely affected by this provision.
 11. Employees will participate in the biometric screening health risk assessment programs under the employee wellness program and members will certify annually that they are tobacco free. Participation levels, as required by the insurance carrier, must be met in order to provide plan participants with reduced insurance rates. Members who do not meet the requirement of being tobacco free will be charged a higher premium for health insurance.

B. Dental Insurance (2006)

1. Class I – Preventative: 100%, No Deductible
Class II - Minor Restorative: 80% Deductible
Class III - Dentures and Major Restorative: 50% Deductible
Class IV - Orthodontics with a \$1,000 lifetime limit per person; 50% Deductible
2. There is an annual insurance payment limit of \$1,000 for Classes I, II, and III combined.
3. The Board will pay eighty percent (80%) of the composite rate for single/family plan.
4. Benefits of this Article shall be provided to any bargaining unit member working thirty (30) hours or more.

C. Life Insurance (2000)

1. Grant group life insurance and accidental death insurance in the amount of Thirty-Five Thousand Dollars (\$35,000) term life and Thirty-Five Thousand Dollars (\$35,000) accidental death, plus the option to purchase an equal amount of insurance by the bargaining unit member during the first year of the contract. Further, bargaining unit members may, at Board cost, add additional insurance up to that provided by the Board, by paying the Board Treasurer the premium due one (1) month in advance of premium due date subject to the terms and conditions provided by the carrier.
2. Upon cessation of employment, the bargaining unit member shall have the option of converting his/her policy to individual coverage if the policy permits.

D. Liability Insurance (1991)

1. The Board agrees to purchase a liability insurance plan for all bargaining unit members that are eligible.
2. The Board, under Ohio's Sovereign Immunity Law (ORC 2744), shall assume liability incurred by a bargaining unit member while acting in the scope of his/her employment.

The following insurance shall be effective the 2020-2021 and 2021-2022 school years.

1. Medical

A. The Board will pay 85% of the premium and the employee will pay 15% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one of more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes herein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

2. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$70,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

3. Dental Insurance

The Board shall provide dental coverage and pay 85% of the premium.

4. Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

5. Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

6. Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

7. Same Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

8. Family Policies

If both parties are employed by the district, there may be only one (1) family policy. Anyone who; as of June 30, 2016, has two (2) family policies will be permitted to continue them.

ARTICLE 10. PAID LEAVES OF ABSENCE

A. Sick Leave (2019)

1. Sick leave days' accumulation will be limited to two hundred sixty (260) days. Sick leave credit shall accrue at the rate of one and one-fourth (1-1/4th) days per month for a total of fifteen (15) days per year.
2. A bargaining unit member may use sick leave for absence due to personal illness, pregnancy,

injury, or exposure to contagious disease which could be communicated to others.

3. Up to fifteen (15) consecutive sick leave days per adoption may be used by a bargaining unit member who adopts a child(ren) during a school year and/or within five (5) days of the start of a school year. A member who adopts a child is also entitled to Child Care Leave (Article 11, C.) and Family Medical Leave (Article 11 D.)
4. A pregnant bargaining unit member may use sick leave for up to ten (10) weeks due to pregnancy, birth, and delivery of a child.
5. Sick leave may also be used for absence due to illness or injury or due to death in the immediate family. "Immediate family" includes: spouse, siblings, children, parents, grandparents, grandchildren, foster parents, step-children, step-parents, parent-in-laws, sister-in-law, brother-in-law, son-in-law, daughter-in-law, brothers, sisters, aunts, uncles and other persons living in the member's home.
6. Used sick leave shall be first deducted from a member's current annual accrual before any deductions are made from accumulated sick leave. However, carry over sick leave shall be limited as stated in Paragraph A1, above.
7. The Board shall allow, upon the request of a bargaining unit member, an advance of up to five (5) sick leave days to be deducted from the bargaining unit member's future accrual provided that the bargaining unit member will earn enough sick days within the existing year to repay the advanced number of days.
8. Sick leave may be used in one-half (1/2) day increments.

B. Personal Leave (2019)

1. Certificated/licensed staff members are entitled to three (3) paid personal leave days per school year.
2. General Provisions
 - a. Personal leave shall be used only for legitimate personal matters that cannot reasonably be conducted outside of the workday.
 - b. The reason for an employee's use of personal leave days need not be stated on the Personal Leave Form.
 - c. Personal leave will not be granted in May unless approved by the Superintendent.
 - d. A limit of six (6) bargaining unit members per Green Local District will be granted personal leave in any one (1) day.
 - e. Five (5) workdays notice be given to the Principal, except emergencies [the form shall be completed immediately upon return].
 - f. Personal leave day shall not be used for the purpose of extending a holiday or vacation period.
 - g. Personal leave day shall not be used on scheduled parent/teacher conference days.
 - h. Personal leave shall not be taken the first five (5) workdays of a new school year or the last

five (5) workdays of the school year as established by the Green Local District calendar. Emergencies excepted.

- i. Any non-qualifying leave will be deducted at 1/183rd of base teaching salary.
- j. Personal leave day is non-cumulative.
- k. In any school year, a bargaining unit member may be advanced/borrow one (1) personal leave day from the member's unearned personal leave applicable to the next school year. The day will be deducted from the following year.
- l. The Superintendent has a right to waive restrictions without setting precedent.
- m. Unused personal leave will be converted on a 1:1 ratio at the end of each school year to an employee's accumulated sick leave balance.

C. Professional Leave (2003)

1. Professional leave may be granted, upon approval of the Superintendent whose approval shall not be unreasonably withheld, for staff attendance at school related functions.
2. Professional leave will be granted for elected delegates to the OEA Convention. Such leave shall be limited to two (2) days for each of two (2) elected delegates each year.
3. The Board and the Association agree that this Article is intended only to provide members with days of excused absence with pay for the purposes set forth herein.
4. Registration fees of approved meetings if over Twenty-Five Dollars (\$25.00) may be requested to be paid directly by the Board Treasurer.
5. In addition to registration and in-State mileage, the Board Policy limits total payment for such meetings to Two Hundred Dollars (\$200.00) plus tax if shown on a charge card receipt per meeting for meetings lasting two (2) or less days, or Two Hundred Fifty Dollars (\$250.00) per meeting lasting three (3) or more days.
6. Payments will be in the form of a reimbursement based upon receipts and after attendance. Receipts must be turned in within ten (10) workdays of the meeting, except in extenuating circumstances demonstrated to the Board Treasurer.
7. Professional leave usage must be agreed to by the bargaining unit member, if outside the workday.

D. Compulsory Leave (1988)

1. Release time shall be granted when the bargaining unit member is subpoenaed to appear in court, at a State Employment Relations Board (SERB) hearing, at an American Arbitration Association (AAA) hearing, or for jury duty.
2. Witness fees and jury duty pay shall be forwarded to the Board Treasurer within ten (10) days of receipt by the bargaining unit member. For jury duty, jury duty pay shall be less documented expenses.

E. Assault Leave (2003)

1. The Board believes that a bargaining unit member who suffers a physical disability as a result of an assault which occurs in the course of employment in the District shall be maintained on full

pay during the resulting absence from assigned duties for up to twenty (20) school days. An injured bargaining unit member may apply for up to twenty (20) additional days in cases of serious injury. Assault leave shall not be charged to the sick leave entitlement of the bargaining unit member. Assault leave shall terminate if the bargaining unit member begins to receive benefits under a disability plan or Workers' Compensation.

2. In order to be entitled to assault leave, a bargaining unit member shall:
 - a. Complete a signed report on forms approved by the District and submit to the Treasurer within five (5) workdays of the alleged assault.
 - b. Submit a certificate from a licensed physician stating the nature of the disability/injury and its probable duration [and each pay period thereafter].
 - c. Report the assault to the local law enforcement and cooperate with any police investigation.
 - d. Provide a signed release from his/her physician to return to work following the period of assault leave.
3. The Superintendent may conduct such investigations and interviews as he/she deems necessary to verify the authenticity and severity of the assault. Each request approved by the Superintendent shall be reported to the Board at its next meeting.
4. Payment for assault leave shall be at the bargaining unit member's rate of pay in effect at the time of the assault or at such increased rate for which the bargaining unit member may become eligible.

ARTICLE 11. UNPAID LEAVES OF ABSENCE

A. Political Leave (1997)

1. Any bargaining unit member who wishes to run for a full-time position in a public office or Ohio or National Education Association office that would require release time for a minimum of one (1) year, will be granted an unpaid leave of absence equal to one (1) term in office. Requests shall be made to the Superintendent in writing and at least sixty (60) calendar days in advance of the intended start of the leave. However, said bargaining unit member shall notify the Board that he/she is running for office at the time he/she declares candidacy.
2. The Board shall have no obligation for any salary or benefits, whatsoever, during the period of the leave. The bargaining unit member granted such leave shall be reinstated with the same contract status held immediately preceding the commencement of the leave upon return from such leave. Return from such leave will only commence at the beginning of an academic school year. During such leave, the teacher may participate in the insurance benefit coverage at his/her expense.
3. The right to approve or disapprove this leave shall be that of the Board and shall not be precedent setting.

B. Sabbatical Leave (2000)

1. Any bargaining unit member with at least five (5) years service in the Green Local School District may apply for an educational leave of absence without pay or benefits for up to two (2) school years for the purpose of continuing his/her education through college courses, other

schooling, mission or church work, travel, participation in a grant program, VISTA, Peace Corps, other governmental service, and overseas teaching.

2. Bargaining unit members wishing to apply for such a leave shall submit their application to the Superintendent as soon as possible but at least one (1) month in advance of the expected date of commencement of said leave, describing in detail the program in which they intend to participate, the expected educational benefit, exact leave dates, and the expected date of return. The Superintendent will consider each application and submit the application to the Board with his/her recommendation and reasons therefore.
3. The right to approve or disapprove this leave shall be that of the Board and shall not be precedent setting.

C. Child Care Leave (2013)

The Board shall grant to any bargaining unit member, upon receipt of his/her written application, unpaid leave for the care of a child of less than two (2) years of age. Such leave shall be for up to twelve (12) consecutive months, from the commencement date of the leave, without pay or benefits upon the following terms and conditions:

1. Such bargaining unit member shall give written notice to the Superintendent of the intent to use this leave at least thirty (30) days prior to the commencement of the leave.
2. The expected date of return may only be at the beginning of the school year or semester.
3. Such bargaining unit member shall express in writing by March 1 to the Superintendent, his/her desire to return at the beginning of the following school year. For those bargaining unit members returning at semester, the date of the letter shall be by November 1. Failure to timely notify the Superintendent shall result in loss of employment.
4. The bargaining unit member may apply in writing for an earlier return or an extension of said leave. Acknowledgment of receipt and disposition of the request shall be given to the bargaining unit member in writing from the Superintendent within thirty (30) days of the bargaining unit member's request.
5. Under no circumstances shall the bargaining unit member be able to combine this leave for more than twenty-four (24) consecutive months.

D. Family Medical Leave (2013)

The Board will comply with all requirements of the Family Medical Leave Act (FMLA). Staff members are entitled to twelve (12) weeks of paid and/or unpaid leave each year and preservation of health insurance benefits during the period of such leave for a qualifying FMLA event.

E. Return To Duty After Unpaid Leave (1997)

Bargaining unit members returning from unpaid leave of absence of one (1) year or less shall return to the same position he/she left. If more than one (1) year's absence, then return is only guaranteed to areas certified/licensed in.

ARTICLE 12. ENVIRONMENT

A. Student-Teacher Procedure (2016)

Student-teachers shall not be assigned to first or second year bargaining unit members. No bargaining unit member shall be assigned a student-teacher without his/her permission.

B. District Advisory Committees/Principal Advisory Committees (2016)

1. District-wide and Principal's Advisory Committees shall be established to address concerns that the members believe are appropriate for resolution through the committee processes. The Board and the Association agree such meetings will not alter the terms of the Agreement nor be considered negotiations.
2. If feasible, committee members will receive training in the methods of Interest Based Bargaining or similar process to facilitate the effectiveness of the committees' function.
3. The District Advisory Committee, comprised of members of each school building within the District, will meet with the Superintendent on a schedule developed by the District Advisory Committee members but not less than four (4) times per school year.
4. A Principal Advisory Committee will be established in each school building in the District and will meet with the Building Principal at least once each grading period [four (4) times per school year].
 - a. Principal Advisory Committees shall consist of at least three (3) bargaining unit members from each building and one (1) Administrator. Principal Advisory Committee membership shall extend for one (1) school year. The selection process for Principal Advisory Committee members will be determined by each individual building.
 - b. Bargaining unit members on the Principal Advisory Committee will routinely accept and solicit participation from other members of the faculty and may present issues submitted in writing by staff members for discussion at meetings. Faculty members who wish to submit a written complaint to the Principal Advisory Committee must provide a suggestion for solution of the problem.
 - c. Staff members in each building will be surveyed annually by the Principal Advisory Committee regarding facility needs and improvements.
 - d. A summary or "minutes" of Principal Advisory Committee meetings will be made available to all staff members within a week of each meeting, when possible. A copy of this communication will be timely provided to the Superintendent.
5. The District's committee structure under this Section does not prevent any bargaining unit member from individually addressing a concern with a specific Supervisor or Administrator.

C. Teacher Facilities (2000)

Where possible, the Board shall provide:

1. Availability of a private telephone or cordless telephone for use by the bargaining unit members throughout the school day in a private area without restriction of access.
2. Storage facilities in which bargaining unit members may store instructional supplies and personal

belongings including a lockable desk, filing cabinet, and closet.

3. Separate male and female faculty restrooms in each building.
4. In each building, a properly furnished and properly lighted faculty workroom where bargaining unit members can work and relax.
5. Adequate teaching supplies.
6. Access to and use of computer and copy equipment.

D. Drug Free Workplace (1991)

1. The Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.
2. The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's professional staff at any time while on District property or while involved in any District-related activity or event. Any staff member who violates this provision or the Board's Drug-Free Workplace Policy shall be subject to disciplinary action in accordance with District guidelines and the terms of the Negotiated Master Agreement.

E. Occupational Safety and Health (2019)

1. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Administrator of the Ohio Bureau of Workers' Compensation (which operates and enforces the Public Employment Risk Reduction Program) until after the Board and Administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

2. District's Right to Reassign

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, provided that such condition is not such as normally exists for or reasonably might be expected to occur in his/her occupation, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

3. Discrimination to Be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 shall use the grievance procedure in this Contract as the means for asserting such a claim.

F. Student Tuition Waiver (2016)

The Board will waive any tuition of nonresident children of employees in the bargaining unit and require open enrollment applications. The Superintendent will assign student(s) to the most appropriate

class.

G. First Aid Supplies (2016)

A safety-survival bag including non-latex gloves, will be made available in reasonable quantities to any bargaining unit member who desires such supplies in his/her classroom/office.

H. Education of Students With Disabilities (2016)

1. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or 504 Plan. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not disabled by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.
2. Recognizing these statutory obligations, the continuum of options available to students with disabilities, and options in a regular education classroom setting, the following factors will be considered:
 - a. The education benefits both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
3. Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be given a copy of that plan and will be given the opportunity to provide input and feedback in the development (where possible), implementation or revision of that plan. The IEP/504 Plan will designate the individual to whom the teacher should go to discuss questions and concerns related to Section J2, above, or seek revisions or interventions.
4. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:
 - a. Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;
 - b. Providing inservice training to teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment;
 - c. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
 - d. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction in a regular education environment.
5. To the extent practical, IEP/504 meetings or staffings will be held during the workday.
6. Each special education teacher [exclusive of tutors or related services personnel] will be provided one (1) day of release time per year for every five (5) students for drafting of IEPs. Teachers

shall be provided a quiet location to conduct this work. Additional time may be granted by the Superintendent, upon request. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences.

7. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of disabled students.

8. Specialized Health Care Procedures

a. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the child.

b. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any health care procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested but are not required, except in emergencies, to perform any health care procedure including, but not limited to gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student.

c. All teachers will provide necessary assistance to allow students with disabilities to function in the school environment. Such assistance will include, but is not limited to, such things as: Epipen administration and mobility assistance to students with orthopedic disabilities. Formal and/or informal training will be provided.

9. Any issues relating to:

a. a student's eligibility for special education or accommodations under the IDEA or 504 Plan;

b. the contents or appropriateness of a student's IEP/504 Plan; or

c. the student's placement;

are not grievable.

10. Review of Student Placement

A teacher who is to implement any part of an IEP and who has reason to believe that the student's placement is inappropriate may request an IEP team meeting.

I. Ohio Teacher Residency Program (2013)

1. The District will participate in the Ohio teacher residency program, which shall be a four-year, entry-level program for classroom teachers. The teacher residency program shall include the following components:

(a) Mentoring by teachers who are properly licensed;

(b) Counseling to ensure that program participants receive needed professional development; and

(c) Measures of appropriate progression through the program.

2. The teacher residency program shall be aligned with the standards for teachers adopted by the Ohio State Board of Education and best practices identified by the Superintendent of Public

Instruction.

3. Each person who holds a resident educator license or an alternative resident educator license shall participate in the teacher residency program. Successful completion of the program shall be required to qualify any such person for a professional educator license.
4. Mentors must meet all of the following qualifications:
 - (a) Hold a Five-year Professional License or above;
 - (b) Five years of teaching experience;
 - (c) Complete the school or district application process;
 - (d) Be selected by the school or district to attend state-sponsored mentor training; and
 - (e) Successfully complete Board paid state-sponsored mentor training.
5. Mentors will be assigned by the building principal whenever possible by subject area/grade level/department. Participation is voluntary. A list of currently trained mentors will be provided to the GLEA President annually, upon request.
6. Stipend

Each Mentor Teacher assigned a First-Year or Second Year Resident Educator (RE) who is required to complete the ODE Resident Educator Program shall be paid an annual stipend of .02 on the base per RE assigned. A mentor who accepts assignment to a resident educator understands the expectation that his/her service as a mentor to a resident educator is intended to be a four-year commitment.

The Mentor Teacher assigned a Resident Educator in their third year will be paid an annual stipend of .01 on the base per RE assigned. The Mentor Teacher assigned a RE in their fourth year of the ODE Resident Educator Program shall be paid a stipend of .005 on the base.
7. Mentors will keep a log of all classroom visits and consultations, submitting the same to the Superintendent upon request and at the conclusion of the school year for supplemental salary justification.
8. The Resident Educator Program shall not replace the negotiated teacher evaluation system and will not be used to evaluate a resident educator.
9. Protections
 - A. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned, assuming an alternative mentor is available and willing to serve the Resident Educator. The Mentor and the Resident Educator should operate in a trusting and comfortable relationship; therefore, no specifics shall be required as to the exercise of the option, and no negative consequences will flow from a request for a different mentor.
 - B. The Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
 - C. The Mentor Teacher shall not be held liable for the performance of a Resident Educator.

- D. Resident Educators shall be provided all due process provisions allowed by the Master Agreement or the Revised Code.
- E. Resident educators are not subject to LPDC requirements.
- F. This Article shall not be subject to the grievance procedure.

J. College Credit Plus (CCP) (2019)

1. In order to be qualified to teach a College Credit Plus (“CCP”) course at the high school level, a bargaining unit member must be an adjunct professor at an institution of higher education (“IHE”) and must possess the appropriate credentials (i.e., a Master’s Degree in the discipline) and appropriate certification(s).
2. If the Board requests that a bargaining unit member provide instruction for a CCP class and he/she needs to take extra graduate courses in order to become certified by the Ohio Department of Higher Education to be qualified for such assignment, the Board will pay cost of tuition and books for the bargaining unit member’s necessary courses/credits. Courses will be approved by the Superintendent prior to enrollment.
3. Teachers whose courses are paid by the Board or who receive tuition reimbursement for courses/credits earned in furtherance of certification for teaching a CCP class, agree to teach the CCP classes(es) for not less than two (2) years.
4. While a teacher who is taking courses/credits in order to become certified to teach CCP courses, he/she will receive one (1) professional day per CCP certification course per semester.
5. A teacher has the right to refuse a request to become CCP certified.
6. Any evaluation of a bargaining unit member by the IHE for whom the bargaining unit member is an adjunct professor will not impact the teacher’s individual OTEs evaluation.
7. If a bargaining unit member is interested in being considered to teach a CCP course, he/she shall annually notify the High School Principal by March 1st. The Superintendent shall recommend bargaining unit members to the IHE and the Board to teach CCP courses.
8. The Board offers four different models of CCP courses:
 - a. The CCP course is taught on an IHE campus by IHE faculty. No bargaining unit member is involved.
 - b. The CCP course is hosted online by an IHE. No bargaining unit member is involved.
 - c. The CCP course is taught at the High School by a bargaining unit member who is an adjunct professor at the IHE. The bargaining unit member shall be considered a lead instructor.
 - d. The CCP course is co-taught at the high school by a bargaining unit member who is an adjunct professor at the IHE and an IHE faculty member where: 1) The bargaining unit member serves as the lead instructor and the IHE faculty member serves as a supplemental instructor; or 2) the IHE faculty member serves as the lead instructor with the bargaining unit member serving as a supplemental instructor (i.e., the public school teacher of record).
9. IHE faculty members are not bargaining unit members and will not be entitled to any type of

compensation pursuant to the terms of the Negotiated Agreement.

10. Bargaining unit members shall serve as the official teacher of record for every CCP course for purposes of a student earning high school credit.

K. Local Professional Development Committee (2013)

1. A Local Professional Development Committee (LPDC) shall be established to:
 - a. Review coursework and other professional development activities completed by educators within the district for renewal of certificates or licenses.
 - b. Oversee the Master Teacher Program;
2. In the discharge of its duties, the committee will:
 - a. Foster the norm of continuous improvement;
 - b. Promote alignment of professional growth with individual, student, building, and district needs and goals;
 - c. Promote best practice based on educational research;
 - d. Emphasize increased student learning and achievement as a professional development priority;
 - e. Guide the development of Individual Professional Development Plans (IPDPs);
 - f. Support the inquiry into and study of teaching and learning through appropriate traditional and nontraditional experiences;
 - g. Validate application/use of learning gained through professional development rather than merely attendance, time spent, and completion of required work;
 - h. Ensure that the group can self-monitor its operations.
3. The term of office for LPDC members shall be three (3) years, except the initial term shall be staggered [1 year, 2 years, 3 years] to provide continuity.
4. The LPDC shall be composed of four (4) persons appointed by the Association which shall have as representation elementary, middle school and high school and three (3) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.
5. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.
6. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board as the alternative to the independent appeals process, if he/she believes that the denial is not totally educationally based.
7. The LPDC will meet one (1) day prior to October 1 as a full committee during the work year. One (1) other day (or two (2) half-days) will be provided to per committee member for approval of activities and IPDP's. Substitutes will be provided, as necessary, by the Board.

8. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any professional leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for Committee members on the LPDC.
9. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent.
10. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.
11. (IPDP) shall be consistent with District and building development goals. All bargaining unit members shall prepare an IPDP that meets with the approval of the LPDC.

L. Ohio Master Teacher (2013)

- A. LPDC will function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications. Whenever feasible and appropriate teachers with like building assignments or licensure/certification will review and score the Master Teacher submission documents.
- B. The LPDC shall be responsible for formatting, assembling and submitting requirements for Ohio Master Teacher applications; for assessing all applications for Ohio Master Teacher
- C. The Ohio Master Teacher Program process is voluntary for bargaining unit members and will not be used as an evaluative measure.
- D. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee solely result in any adverse employment decisions for Committee Members or Master Teachers.
- E. This provision will expire on June 30, 2016. The LPDC will at the expiration of this Negotiated Agreement, consider whether the tasks of the Master Teacher Committee should continue in future Negotiated Agreements. The LPDC will make its recommendation to the Association and Board Negotiation Teams prior to the start of the next negotiations.
- F. The Ohio Department of Education (ODE) website contains criteria and required forms it has developed for the Ohio Master Teacher Program.

ARTICLE 13. CONTRACTS (2016)

- A. One-year limited contracts shall be awarded to:
 1. All first year bargaining unit members in the Green Local Schools regardless of number of years of experience.
 2. Positions which may not be going on from year to year, such as Title Programs and part-time bargaining unit members. ["Part-time" is defined as less than the equivalent of one hundred twenty (120) workdays per contract year.]

B. The sequence for awarding of individual contracts of employment shall be:

1. Three (3) one-year contracts;
2. Then, three (3) two-year contracts;
3. Then, three-year contracts until such time as the bargaining unit member attains continuing contract status.

C. Continuing Contract Eligibility

1. The provisions of this Section C. are intended to fully supersede and replace any conflicting provisions of R.C. 3319.11.
2. Teachers who meet the following requirements are eligible for continuing contracts:

The teacher must have on file a copy of a professional or higher certificate/license with the Superintendent at the time of the Board vote for continuing contract, and professional license holders must have provided the Superintendent with evidence of completion of the course work requirements found in Ohio Revised Code 3319.08 which at the date of this Agreement provides:

- a. If the teacher did not hold a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since initial issuance of such certificate or license, as specified in rules which the State Board shall adopt; or
 - b. If the teacher held a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board shall adopt.
3. The teacher must have taught in the District three (3) of the last five (5) years, or have attained a continuing contract elsewhere and served in the District two (2) years. Teachers first licensed on or after January 1, 2011 must meet the above requirements and also must have held their license for at least seven (7) years in order to be considered for a continuing contract.
 4. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing with a copy to the Superintendent, by September 15 of the school year in which the teacher becomes eligible. The teacher must have on file, by March 1 of the school year of tenure eligibility for a continuing contract, all evidence of having met all licensing and course work requirements for continuing contract eligibility. A teacher will be eligible for a continuing contract only in a year in which his/her limited contract expires.
 5. In the event the Superintendent believes that a one or two year extended limited teaching contract is appropriate for a bargaining unit member who is otherwise eligible for a continuing contract, the teacher will receive written notice at least five working days prior to any Board action along with reasons directed at professional improvement. Because this process supersedes the procedure set forth in R.C. 3319.11(C), the Board can act on the Superintendent's recommendation for an extended limited teaching contract without first having to consider and reject a recommendation for a continuing contract. Should the teacher be reemployed after the expiration of the extended limited contract, only a continuing contract may be entered into.
 6. The termination of a limited or a continuing teaching contract during its term shall be made consistent with R.C. 3319.16 and 3319.161. A teacher will not have the right to grieve the

termination of a limited or continuing teacher contract under Article 4; instead, the hearing and appeals process will be pursuant to R.C. 3319.16 and 3319.161.

ARTICLE 14. PERSONNEL FILES (2019)

- A. All documents included in a bargaining unit member's personnel file shall be dated, identifiable to source, relevant to teaching and performance, and accurate. The personnel file shall be maintained in accordance with Chapter 1347 of the Ohio Revised Code.
- B. A bargaining unit member may review and receive copies of materials in his/her personnel file, which shall be maintained in the Superintendent's Office, provided a request is made at least twenty-four (24) hours in advance to the Superintendent.
- C. A bargaining unit member shall receive a copy of any material going into his/her personnel file, prior to that matter being placed in the file, except routine clerical-type, non-adversarial, items.
- D. A bargaining unit member shall have the right to attach explanations and/or rebuttals to any matter in his/her file.
- E. If the bargaining unit member disputes the accuracy, relevancy, timeliness, or completeness of information maintained in the personnel file, he/she may request that the District investigate the current status of the information. The District shall, within ten (10) days after receiving that request, make an investigation to determine if the disputed information complies with O.R.C. 1347.05(F), and notify the member of the results of the investigation and the action it plans to take with respect to the disputed information. If the member is not satisfied with that determination, he/she may include in his/her personnel file, a brief statement of his/her position on the disputed information and/or include in the personnel file a notation that the member protested that the information is inaccurate, irrelevant, outdated, or incomplete. Anonymous documents shall not be placed into a bargaining unit member's personnel file.
- F. Any such statements or notations incorporated in personnel files by bargaining unit members shall be included in any subsequent transfer report or dissemination of the disputed information. The District retains the right to include with the bargaining unit member's statement or notation, its statement that it has reasonable grounds to believe the dispute is frivolous or irrelevant and to include the reasons for such belief.

ARTICLE 15. VACANCIES AND TRANSFERS

- A. **Posting of Vacancies (2013)**
 - 1. A vacancy shall exist when a new bargaining unit position is created by the Board, or a position becomes vacant, that the Board intends to fill, due to the death, resignation, retirement, termination, nonrenewal, promotion or transfer of a member. A vacancy shall also exist when a member is on an extended unpaid leave of absence that will last more than one (1) full school year.
 - 2. The Administration agrees to post in each building any staff or extracurricular openings occurring during the school year. Postings will not be changed for the purpose of disqualifying applicants. During summer vacation, staff will be notified of openings via electronic mail.
 - 3. Current bargaining unit members, who have not already made their general desires known through Paragraph B1, below, will have seven (7) days in which to apply for the vacancy.

4. A current bargaining unit member who applies for a vacancy will be granted an interview. Except in unusual circumstances, the Superintendent will interview internal candidates before external candidates and, in those instances, if any, the Superintendent will notify the Association President of the need for such action prior to or as soon after the interview as practicable.
5. A staff vacancy created after July 15 will be filled temporarily for the remainder of the school year and will be posted as a regular vacancy for the following year.
6. All applicants for a vacancy must possess proper certification/licensure for the position by the time the job starts. If individual applicants are equally rated as qualified, preference will be given to the current staff member with greatest seniority within the District. This paragraph does not apply to supplemental positions.

B. Voluntary Transfers (2003)

1. Voluntary transfers shall be initiated by a bargaining unit member and shall be according to the following guidelines:
 - a. Written request to the Superintendent expressing desire to be voluntarily transferred.
 - b. Requests for voluntary transfers shall be filed within seven (7) days of the posting of the notice of the vacancy. The requesting party shall receive within five (5) days following the end of the posting, a response to his/her requested transfer from the Superintendent. Such response shall be:
 - 1) Approval of transfer request and date that transfer is to become effective;
 - 2) Denial of transfer request;
 - 3) Deferment of decision on transfer request.
2. A bargaining unit member accepting voluntary transfer shall not be transferred a second time for at least one (1) school year.

C. Involuntary Transfer (2010)

1. It is recognized that from time to time it may be in the best interest of the educational program to transfer bargaining unit members from one (1) assignment to another, or from one (1) building to another. It is further recognized that such a transfer may be desired either by the Administration or by a bargaining unit member.
2. The Superintendent may direct an involuntary transfer of building, subject, or grade level. Notification normally shall be given to the involved bargaining unit member(s) by July 10, preceding the effective date of said involuntary transfer. When involuntary transfers are necessary due to enrollment changes or program changes, a bargaining unit member's area(s) of certification/licensure, his/her teaching experience, length of service in the Green Local School District will be used as criteria in determining if a bargaining unit member is to be transferred. Bargaining unit members being involuntarily transferred will be assigned only to a position for which they are certified/licensed.
3. A teacher subject to an involuntary transfer will be provided custodial assistance, upon request, on a schedule agreed by the involuntarily transferred teacher and the assigned custodian, to accomplish the move. Custodial assistance will be provided at least two (2) weeks prior to the

- open house at start of the school year.
4. With prior approval of the Principal, an involuntarily transferred teacher will be reimbursed for supplemental educational materials needed for his/her new assignment.
 5. An involuntarily transferred teacher will receive a stipend of up to the equivalent of two (2) days compensation at the BA-0 level.
 6. The Superintendent may direct an involuntary transfer of a member for performance reasons as identified in the Evaluation Procedure (Article 16) or previous Disciplinary Action (Article 17).
 7. In discussing an involuntary transfer, there will be a meeting within five (5) days of a written request of the bargaining unit member(s) involved and the Superintendent or his/her designee to explain the circumstances of the involuntary transfer. Reasons will be provided in writing, if requested. The involved bargaining unit member may request representation of his/her choosing for said meeting.
 8. A bargaining unit member involuntarily transferred may not use the Vacancies Section of this Article to avoid an involuntary transfer for at least one (1) school year.

ARTICLE 16. EVALUATION PROGRAM (2019)

The Board intends to follow the OTES Pilot Project. As changes are made to the law, the Board will follow state guidelines with regard to the pilot project. Upon the implementation of the new law, the parties agree to meet in accordance with Article 25 Duration and Intent.

A. The purpose of evaluation is to improve instruction and to make a record of performance. For the purpose of this Article, classroom teachers include tutors and counselors.

B. Definitions applicable to this Article:

Full Evaluation – Two (2) thirty (30) minute observations with a final summative evaluation report.

Deferred Evaluation – One (1) thirty (30) minute observation with a final summative evaluation report.

C. Evaluation criteria will be explained to the bargaining unit members before formal classroom observation. The evaluation system and forms will follow the OTES model framework, as it may, from time to time, be revised. The current applicable forms are attached as Appendix A. Such forms, if amended in the Ohio Department of Education, will be modified as needed to comply with ODE/OTES policies.

D. The summative evaluation and post-observation forms shall be shared during the final evaluation and post-observation conferences and signed by the evaluator. The summative evaluation and post-observation forms shall then be signed by the teacher to signify his/her notification that the item will be placed in the personnel file. The teacher's signature does not necessarily indicate agreement of the evaluation or observation findings. The written summative evaluation will be completed by May 1 and shared with/delivered to the teacher on or before May 10. The teacher has the right to union representation at any evaluation meeting or post-observation meeting or notification of the need for/implementation of an improvement plan. The teacher has the right to attach additional data, documentation, or a rebuttal to a post-observation form.

E. The Board will conduct a full evaluation of each teacher employed by the Board at least once each school year, except as provided in paragraph F. below. Each full evaluation will include two (2) formal

classroom observations that will be at least thirty (30) minutes in length. Both observations will be announced. At the teacher's request, the evaluator and teacher will meet to discuss what the evaluator may observe during the classroom observation which may include:

- Lesson or unit objectives;
- Prior learning experiences of the students;
- Characteristics of learners/learning environment;
- Instructional strategies to meet lesson objectives;
- Student activities/materials;
- Differentiation based on needs of students; and
- Assessment/data collected to demonstrate student learning

The first observation must be completed on or before the last day of the first semester for all teachers on the full evaluation cycle. A post-observation conference will be held. The second observation will be conducted not less than six (6) instructional weeks after the first observation. A teacher, who fails to meet with his/her evaluator, as requested, waives his or her right to a post-observation conference.

Walkthroughs will be less than 30 minutes, will be unannounced, and may be conducted at the discretion of the evaluator. Any evidence deemed by the evaluator to be pertinent to the evaluation process will be documented and shared, in writing, with the teacher within ten (10) workdays of the walk-through.

- F. A teacher who receives a rating of "Accomplished" on the teacher's most recent evaluation will be evaluated every three (3) years. A teacher who receives a rating of "Skilled" will be evaluated every two (2) years. Biennial evaluations must be completed by May 1 of the evaluation year, with the teacher receiving a written copy of the evaluation results by May 10 of the evaluation year. In any year when a full evaluation is not completed, the evaluator will conduct a deferred evaluation (one thirty (30) minute observation, post-observation conference, summative evaluation). If the results of a deferred evaluation indicate a drop to a lower effectiveness rating from the prior year's summative rating, *i.e.*, from "Accomplished" to "Skilled" or "Skilled" to "Developing", the evaluator may elect to return the teacher to the full evaluation cycle.
- G. All limited contract teachers will receive a full evaluation in the last year of an individual contract of employment, regardless of his/her effectiveness rating during the prior school year. Professional growth or improvement plans, as defined in paragraph J., below, are required each year for all teachers, even during years when a deferred evaluation occurs.

A teacher who is being considered for non-renewal must receive a third formal observation which may or may not be announced. The post-observation conference for the third formal observation will be completed by April 30.

- H. Evaluators will include building principals or administrators employed by the district who have completed state-sponsored evaluation training and have passed the online credentialing assessment. A list of Board approved credentialed evaluators will be provided to the Association. The evaluator will identify himself/herself to the teacher prior to beginning the annual evaluation process.
- I. Upon completion of the annual evaluation process, classroom teachers will be assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% teacher performance as assessed in the evaluation process and 50% student growth measures unless the method for making a determination of the final rating is amended by the Ohio Department of Education or the General Assembly. The Performance Rating Scale is included in Appendix F. Student growth will be determined through measures required by Ohio law and the Ohio Department of Education based upon the teacher's instructional assignment (*i.e.*, whether the teacher instructs in

exclusively value added subjects, and if not, some combination of value added, approved vendor assessments, and local measures, such as student learning objectives).

- J. Classroom teachers meeting above-expected levels of student growth must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Classroom teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list. The administrator and teacher, may collaboratively agree to an evaluator in addition to the building principal for the evaluation cycle.

The professional growth plan shall include the following components:

1. Annual Focus;
2. At least one student achievement goal including evidence of attainment;
3. At least one teacher performance goal on the Ohio Standards for the Teaching Profession including evidence of attainment.

Classroom teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators. The Superintendent/designee will assign the credentialed evaluators to teachers meeting below-expected levels of student growth. A copy of the improvement plan will be sent to the Association President within ten (10) days of the employee signing the plan unless the employee objects.

The improvement plan shall include the following components:

1. Improvement Statement section;
2. Desired Level of Performance section;
3. Specific Plan of Action section;
4. Assistance and Professional Development section.

- K. Any classroom teacher who receives an Ineffective rating in any one or more of the seven (7) areas assessed for performance following the OTEs evaluation framework will be placed on an improvement plan targeted to the deficient areas. The teacher with deficiencies noted will be provided reasonable and specific goals for improvement and reasonable district resources to assist the teacher. The teacher will be given at least six (6) weeks to demonstrate improvement on the plan.
- L. Consistent with R.C. 3319.58, beginning with the 2015-2016 school year, classroom teachers of core subject areas, as defined by State law, who have received a rating of ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education. The teacher will be responsible for any costs associated with such examinations.
- M. Evaluation results will be taken into consideration for retention, promotion, layoff/recall and decisions regarding the removal of poorly-performing teachers. Seniority shall not be the basis for making such decisions, except when choosing between teachers who have comparable evaluations as defined in Article 18.

For purposes of decisions regarding retention, promotion, layoff/recall, and the removal of poorly performing, the Board will also take into consideration the impact of student attendance (absences from a class in excess of 10% of scheduled classes), any extended leaves of absence of the teacher, whether the teacher was recently transferred to a different position (subject, grade, etc.), student teacher assignments, job sharing arrangements, and co-teaching arrangements (i.e. inclusion classrooms) on a classroom teacher's evaluation results related to student growth measures.

- N. This Section shall not in any way supersede R.C. 3319.16.
- O. New staff members will be made aware of the evaluation system at new teacher orientation.
- P. No teacher will evaluate the instruction and performance of another teacher.
- Q. Teachers who are not required to be evaluated on the OTES system will be evaluated by some other method.
- R. The Board may elect not to evaluate a teacher on a leave of absence for 50% of a school year; a teacher who provides notice of retirement by December 1; or a teacher who is participating in the residency program in the year during which that teacher takes, for the first time, the majority of the performance-based assessment prescribed by the state board of education for resident educators.
- S. The parties reserve the right to mutually adapt the implementation of the evaluation procedures to comply with changes in Ohio law or ODE requirements by entering into an MOU.

ARTICLE 17. DISCIPLINARY ACTION (2019)

Progressive Discipline

All forms of discipline will be applied in a corrective, progressive and uniform manner, except that the parties recognize some more serious offenses may be dealt with on a more serious basis with appropriate disciplinary action. Progressive discipline shall take into account the nature of the present violation, the employee's record of prior discipline whether related to, similar to the present violation or otherwise, and the employee's record of performance and conduct. Discipline may be imposed while a grievance is pending on either the issue of just cause or due process or both.

1. When a bargaining unit member is disciplined, a progressive discipline approach will be utilized. Any incident of misconduct and/or infraction of lawfully established Board rules will be referred to as an offense.
2. Disciplinary action shall be commensurate with the severity of the employee's offense.
3. Disciplinary Action Steps:

Step One: Verbal warning(s) (which will be documented in writing)

Step Two: Written reprimand(s)

Step Three: Suspension without pay

Step Four: Termination

Any disciplinary action above Step Two of this procedure may only be administered by the Superintendent.

Disciplinary action, including reprimand, shall not be arbitrary, capricious, or unreasonable. Suspension and termination will be for good and just cause. Good and just cause for termination of teachers includes but is not limited to receiving two consecutive years of an Ineffective performance evaluation rating from at least two separate evaluators (within the same standard) in any of the individual standards, as well as any conduct that could subject a bargaining unit member to suspension or revocation of his or her teaching license under the Licensure Code of Professional Conduct for Ohio Educators. Should a bargaining unit member decide to challenge the suspension or termination of his/her contract, the bargaining unit member shall only pursue such action in accordance with the Grievance Procedure set forth in the Negotiated Agreement. This provision supersedes state law, including ORC 3319.16 and 3319.161. Any challenge to an oral reprimand may only be pursued through Level Three of the Grievance Procedures. Any challenge to a written reprimand may only be pursued through Level Four of the Grievance Procedures.

ARTICLE 18. STAFF REDUCTION (2016)

- A.** When by reason of declining student enrollment, financial reasons, loss of a State-funded program after reasonable recruiting assistance by the Administration due to enrollment dropping below the minimum required by the State, return to duty of regular bargaining unit members after leave of absence, loss of a federally-funded position due to loss of Federal funds, or by reason of suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction.
- B.** The Association shall be notified no later than fifteen (15) days prior to any proposed staff reduction. Such notice shall contain the reason for the proposed reduction in staff and the specific positions to be affected.
1. Upon notification of a proposed reduction, a seniority list shall be prepared on which all bargaining unit members shall be listed by seniority and all areas of certification/licensure. The Association President shall be provided a copy of this list with an evaluation rating for each bargaining unit member. Seniority shall be as set forth in Paragraph C, below.
 2. The seniority lists shall be posted on all staff bulletin boards and in the Administrative Office of each building, and a copy shall be given each building representative and the Association President. Any challenge to the accuracy shall be the responsibility of the individual bargaining unit member. Such challenges shall be filed in writing with the Superintendent within ten (10) days of the posting.
- C.** Contracts suspension shall be effective the following school year with notice to be given on or before June 15. Reductions due to return to duty after leaves of absence may be made mid-year with thirty (30) days' notice.
1. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 2. If two (2) or more bargaining unit members have the same length of continuous service, seniority will be determined by:
 - a. the date of the Board meeting at which the bargaining unit member was hired; and then by
 - b. the date the bargaining unit member signed his/her initial employment contract in the District, if determinable; and then by
 - c. the date of application, if it can be determined; and then
 - d. any remaining ties will be broken by lot.
 3. For purposes of a reduction in force only, bargaining unit members on continuing contracts have seniority over all employees on limited contracts.
- D.** To the extent possible, the number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements for bargaining unit members who retire or resign or whose limited contracts are not renewed.
- E.** Contracts suspension shall be effective the following school year with notice to be given on or before April 30. Reductions due to return to duty after leaves of absence may be made mid-year with thirty (30) days' notice per Paragraph B, above.

- F. In the event of a levy failure which affects general fund revenues, when such levy was placed on the ballot two (2) or more times in a calendar year and not passed by November, a mid-year RIF may be implemented so long as notice to the affected employee(s) is provided by December 10.
- G. The Superintendent and the Association President will meet to discuss the specifics of application of staff reduction procedures in advance of a recommendation for RIF.

H. Order of Reduction

The Superintendent shall, within each teaching field affected, give preference to teachers on continuing contracts but shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.

- I. The Board shall notify every affected bargaining unit member and the Association President of those bargaining unit members being released and the recall order. As each person is reinstated, the Board shall notify the Association President.

J. Recall

1. Any bargaining unit member whose contract is suspended as a result of a reduction in force shall be placed on a recall list compiled from the seniority lists.
2. Bargaining unit members on the recall list must notify the Board of any changes in their certification/licensure.
3. The teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right 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 than the position the teacher last held while employed in the district or service center. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
4. Whenever a bargaining unit position must be filled, the bargaining unit member with the most seniority and proper certification/licensure for the position shall be recalled.
5. The Board shall give written notice of recall by a certified restricted delivery letter to the bargaining unit member at the last known address. It shall be the responsibility of each bargaining unit member to notify the Board Treasurer of any change of address.
6. Within ten (10) business days of the date the offer was sent via electronic and certified mail, the bargaining unit member shall accept the position by replying in writing or it shall be determined that he/she has declined the position.
7. No new bargaining unit member shall be hired until all bargaining unit members on reduction who are certified/licensed have been offered an opportunity, in writing, to return to active employment in accordance with this Section.
8. Bargaining unit members returning to employment after a reduction shall resume his/her previous contract status, seniority, salary, and benefits.
9. If a bargaining unit member declines an offer to return, or does not answer a request to return, as

provided in paragraph 6, above or does not keep his/her address current with the Treasurer's Office, or was on a limited contract and has been on the recall list for twenty-four (24) months, said bargaining unit member shall be removed from the recall list and the Board shall have no further obligation to the bargaining unit member.

- K.** Nothing contained herein shall abridge the Board's right to nonrenew a limited contract bargaining unit member pursuant to law and this Contract.
- L.** Comparable, for purposes of Articles 12, environment and 18, Reduction in Force, means that, except for teachers rated as "ineffective on the final Summative Rating for the OTEs evaluation model, all teachers are considered comparable for the 2013–2014 and 2014–2015 school years, regardless of student growth data or teacher summative evaluation ratings. The parties may agree to extend this provision for the 2015–2016 school year by a Memorandum of Understanding approved by the GLEA President and the Superintendent.

ARTICLE 19. PARENTAL COMPLAINTS (2003)

- A.** If a parental complaint about a bargaining unit member in the Green Local School District is received by a Board member or administrative staff member, the parent will be asked to reduce the complaint to writing and will be provided a form upon which to formally submit the complaint. Parents will be informed that anonymous complaints will not be part of a teacher's personnel file unless independently verified and supported after investigation.
- B.** The Building Principal will provide the teacher with a copy of the complaint as soon as possible but at least within two (2) working days. The Principal will investigate the allegation(s) and attempt to facilitate a meeting or telephone conference between the parent and the teacher to resolve the complaint within one (1) week or less.
- C.** If the complaint is not resolved after a meeting or teleconference between the parent, the teacher and/or the Principal, the Principal will forward a copy of his/her investigation and decision/recommendation for resolution to the Superintendent.
- D.** At the parent's request, the Superintendent will meet with the parent(s) and the affected teacher to review the issue(s) and determine a reasonable resolution. The decision of the Superintendent shall be final.
- E.** Anonymous complaints will be investigated by the Superintendent or his/her designee to the extent possible. Teachers will not be subject to disciplinary action solely on the basis of anonymously supplied information.
- F.** Parental complaints that contain allegation(s) of criminal misconduct are not subject to these steps.

ARTICLE 20. RIGHTS

A. Academic Freedom (1994)

The bargaining unit member shall have the right to perform his/her professional responsibilities in the classroom using teaching methods he/she believes will best encourage an understanding of the educational subject matter so long as such right is exercised within the bounds of professional responsibility, the Board educational philosophy and the State-approved/Board-adopted courses of study.

B. Student Medication Needs (2010)

In accordance with R.C. Chapter 2305, nothing in policy shall be construed as requiring an employee to administer a medication/drug to a student if the bargaining unit member objects except in the case of an emergency, life saving situation. Teachers will be provided hands-on training from a health care professional prior to an expectation that the teacher will administer such medications/drugs.

C. Educational Plans (1994)

The educational community recognizes that planning of lessons is appropriate, necessary, and germane to continuity of instruction. Emphasis shall be on overall planning of lessons, rather than written daily lesson plans. However, if required, any daily lesson plans shall be in writing.

D. Nonteaching Duties (1994)

Nonteaching duties, such as recess supervision, lunchroom supervision, bus duty, etc., shall be rotated by the Principal as equitably as practicable.

E. Criminal Record Check (1994)

1. All applicants for employment by the Board must submit to a criminal record check at the applicant's cost and provide any information required for such a check including but not limited to a fingerprint sample.
2. The criminal record check will be conducted in the manner prescribed by law.
3. The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis.
4. If the results of the criminal record check demonstrate that the Board is prohibited by law from employing the person due to his/her criminal record, the applicant who was conditionally employed will be immediately and summarily dismissed from his/her employment with the Green Local Schools.

F. Student Behavioral Problems; Right to Know (2010)

The staff will be notified as provided by law of known, potentially violent, behavior problems of students.

G. Notification of Communicable Diseases (1994)

Staff will be notified of known communicable diseases carried by students, except as otherwise restricted by law.

H. Due Date of Student Grades (2006)

There shall be a maximum of three (3) working days between the close of a grading period to the time grades are due, except at the end of the school year. There shall be three (3) days also at the end of the school year in buildings where grade cards are mailed. In buildings where grade cards are distributed the last day of school, grades are due then.

I. Certificates/Licenses (1997)

All students shall be taught under the direct supervision of a properly certificated/ licensed teacher.

J. Liability Settlements (1988)

If a settlement occurs in a negligence claim in which a bargaining unit member is named as a party, the settlement of the liability claim shall not be used by the Board or Administration for purposes of any disciplinary action against the bargaining unit member. This does not preclude the Board from taking whatever action may be appropriate based upon the acts of the bargaining unit member, which action may be subject to review under the grievance procedure.

ARTICLE 21. WORK YEAR, WORKDAY AND LOAD

A. Workday (2019)

1. The starting and ending times of the workday shall be determined by the Board but in no case more than seven (7) hours and thirty (30) minutes per day ending before 4:00 PM for teachers, but may be later for tutors.
2. Each bargaining unit member shall be granted at least thirty (30) minutes duty-free lunch each school day during which time he/she shall not be required to perform any school activity, and said bargaining unit members may leave school premises at lunch with the knowledge of the Principal or his/her secretary.
3. In addition to planning time, as provided in Section 4 below, teacher work time shall include two (2) hours of individually directed work time four times during the school year to be scheduled by the administration during a delayed start, early release or professional development day. This two (2) hour period of time will be directed by the teachers, and will not apply in August or June.

4. Planning Time

Planning time will be at least two hundred (200) minutes per week per bargaining unit member during the student day. Collaborative planning time in the amount of one hundred fifty to two hundred (150 – 200) minutes per week for professional learning community time will be scheduled during the teacher work day but not necessarily during the student day for not less than thirty (30) consecutive minutes per meeting.

a. Special Area Teachers

Special area teachers will be granted planning time at least equal to the planning time granted to other bargaining unit members in the District who teach at the same level at which the special area bargaining unit member teaches.

b. Definition

Planning time is for work related activities including but not limited to planning, grading, record keeping, and conferencing. Any use of specific planning times shall be subject to the approval of the bargaining unit member.

5. Meetings

- a. Meetings with parents and/or students (i.e. IAT, IEP, Manifestation, Alternative Placement, etc.) shall be scheduled at times mutually agreeable to all parties. Every reasonable effort will be made to schedule such meetings during the school day.
- b. Regular education teachers required to attend IEP and other similar meetings will,

whenever possible, provide input at the beginning of the meeting and be excused if appropriate and agreed by parent/the IEP Team.

- c. Faculty meetings outside the workday are limited to two (2) maximum meetings per month for no longer than one (1) hour each and must be immediately before or after the workday. No more than one (1) meeting may be used for business work and the remaining shall be used for inservice. Inservice program agendas shall be forwarded to the LPDC prior to the inservice.
- d. Activities outside of the school day related to a bargaining unit member's department or building will, to the extent possible, be scheduled at times mutually agreeable to all parties expected to attend. Department/building expectations for participation in activities outside the workday will be provided at the start of the school year.
- e. Board initiated/directed professional development opportunities, unrelated to the district's academic calendar, may be offered to selected staff at the rate of twenty dollars (\$20) per hour. Attendance is on a voluntary basis.

B. Evening Parent/Teacher Conferences (1997)

1. Parent/Teacher conference dates, including starting and ending times, will be identified in the adopted school calendar and shared with teachers prior to the opening of the school year.
2. Normally parent/teacher conferences will be on two (2) nights during the same week in the Fall and one (1) night in the Spring. Variances from the above and or flexible schedules must have the permission of the Building Administrator. No teacher shall be required to have more attendance than a total of seven (7) cumulative hours in the Fall and six (6) cumulative hours in the Spring.
3. It will be the responsibility of the office, unless requested otherwise by a teacher, to schedule all evening parent/teacher conferences.
4. All teachers will be released from work either the Monday after Thanksgiving in the Fall and the Friday before Presidents' Day or on the Friday of parent/ teacher conference week as determined annually by a vote of bargaining unit members.

C. Work Year (2019)

1. The work year for regular teachers shall be one hundred eighty-three (183) total days and one hundred eighty-four (184) days for new teachers [five (5) additional days per year at each bargaining unit member's per diem rate can be scheduled annually by the Board, at the Board's discretion, as part of the annual school calendar]. Days, in addition, shall be paid by extended time contract on a per diem rate basis. Make-up days are adopted as part of the annual Board adopted calendar with any days of school closing due to calamity not being scheduled for make-up days.
2. One and one-half (1-1/2) of the three (3) non-student days shall be used for LPDC coordinated inservice and shall be set during the school year and made part of the school calendar. Teachers will be relieved of all duties on one (1) half day, as scheduled by the Superintendent. The third day shall be Convocation Day. Convocation Day shall be scheduled at the beginning of each school year on the day prior to student school beginning with the program as in the past.
3. A one-half (1/2) day teacher check out at the end of the year will be required on the weekday immediately following the end of the student school year. All check-out paperwork, requisition

forms, etc., shall be supplied to teachers ten (10) days prior to the end of the student school year.

D. School Calendar (2000)

1. The Superintendent will seek input from the Association in the proposed school calendar in the following manner: Two (2) calendars at least, after polling the Association, shall be distributed to the bargaining unit members for a vote that will be forwarded to the Board.
2. Make-up days (if required), inservice days, and early release and late start days shall be printed as part of the annual school calendar, whenever known before the calendar is adopted.

E. Class Size (2016)

1. The pupil/bargaining unit member ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom teachers per 1,000 Basic ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1,000 students. For purposes of this Section, classroom teachers and ESP teachers shall be defined as per ORC 3317.023.
2. The Administration/Board will attempt to limit to twenty-five (25) the number of students in any class in Kindergarten through and including Grade 5.

ARTICLE 22. ASSOCIATION RIGHTS

A. Association Use of Equipment (1994)

The Green Local Schools will grant the Association permission to use school equipment based on the merits of the request. The Association shall reimburse the Board at the end of each school year for the cost of materials used.

B. Board Documents (2019)

1. A copy of the official minutes of each regular Board meeting will be posted on-line following approval of those minutes by the Board. The Superintendent shall prepare and provide a brief written report to be posted on-line highlighting the Board's actions, within five (5) workdays of each Board meeting.
2. The Association President or his/her designee shall be given an electronic copy of the "Board Meeting Packet" given to the Board members, except those not allowed by law, at the same time it is forwarded to the Board.
3. The Association President shall be given an electronic copy of Board Policy and any changes as they become available.
4. The Association President shall be given an electronic copy of Summary Plan Documents that covers bargaining unit members.

C. Professional Dues/Fair Share (2019)

1. The Board shall deduct the dues of the Association from its members in the following manner:
 - a. Payroll deductions for members will be equally divided over twenty-four (24) pays in a contract year if authorization forms are submitted to the Board Treasurer by the Association for each employee no later than September 1 annually. For any employee hired after September 1 of any year, payroll deduction of Association and affiliate dues shall be

deducted equally from all remaining pays starting fifteen (15) calendar days after the employee begins work

2. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "Board" includes the Board of Education of the Green Local School District, its members, the Treasurer, Superintendent, and all members of this administrative staff.
3. The Board Treasurer shall give to the Association Treasurer within five (5) calendar days, the total amount of dues deducted that pay period along with a complete description by name of the amount deducted.
4. In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract, the Board Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.
5. A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and Board Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.
6. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.
7. Any individual who wishes to cancel their membership must notify the Association President in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

D. Committee Assignments (1997)

1. "District Committee" shall be defined as any committee serving more than one (1) building and who has as membership bargaining unit members who are requested to serve on such committee as a bargaining unit member.
2. The Superintendent shall notify the Association of any new or potential committee and its membership.
3. The Superintendent may recommend to the Association the name(s) of any bargaining unit member(s) that they would like to have on the committee and the reasons for the named selection(s).
4. The Association shall appoint any bargaining unit member, be seated on any District Committee and, absent a reasonable basis, shall appoint any bargaining unit member recommended by the Superintendent. Should the Association wish to appoint a member not recommended by the Board, they may only do so after consultation with the Superintendent.
5. No District Committee shall be asked or allowed to undermine the status of the Association as exclusive representative of the bargaining unit.

E. Non-Interference (1994)

Neither the Board nor the Administration shall interfere with or take action to discourage any bargaining unit member's right to membership and/or participation in legal Association activities, including, but not limited to, grievances, negotiations, and exercise of the provisions of this Agreement.

F. Faculty Mailboxes (1994)

The Association shall have the right to use bargaining unit member mailboxes for the purposes of distributing Association materials. Additionally, the Association shall have the right to send bargaining unit members emails at that District-issued email addresses; employees, however, shall have no expectation of privacy in any emails sent to/from their District-issued email address, and all emails are subject to Board policy, including, but not limited to, the Staff Technology Acceptable Use and Safety Policy.

G. Faculty Bulletin Boards (1994)

Association communications and posting of Association materials is permitted on all bulletin boards currently provided and designated for bargaining unit member use.

H. Right to Address the Board On Issues (1994)

On matters contained in the "Board Meeting Packet," advance notice to speak with the Board is required. On other matters not in the "Board Meeting Packet" that comes before the Board, the Association representative will be allowed to address the Board by asking permission to speak.

ARTICLE 23. EMPLOYMENT OF RETIRED CERTIFIED/LICENSED PERSONNEL (2010)

- A. The Board is authorized to fill any certificated/licensed vacancy with a previously retired certificated/licensed applicant [i.e. retired from any public school district in Ohio, including the Green Local School District] subject to conditions provided below.
- B. For purposes of salary schedule placement, a previously retired teacher (PRT) will be granted zero (0) years' service credit upon initial employment. A PRT may advance up to Step 10 on the certificated/licensed salary schedule. This provision applies only to employees who enter the PRT program on or after July 1, 2010.
- C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.
- D. PRTs will be awarded one-year contracts of employment. PRTs may be evaluated during the first two years of participation in the program. At the end of year two (2), a PRT may be non-renewed without regard to performance.
- E. PRTs may be reemployed from year to year assuming continued satisfactory performance with Board approval, but shall not be eligible for continuing contract status. The contractual evaluation procedures shall apply to a recommendation for nonrenewal, if any.
- F. For purposes of Article 18 (Staff Reduction) only, PRTs will retain the years of seniority earned within the District prior to retirement as well as his/her contractual status, either limited or continuing. PRTs will not accrue additional seniority.
- G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for

severance pay upon final separation from employment.

- H.** PRTs shall not be eligible to participate in the District's hospitalization, dental, vision or other health insurance programs offered to employees unless such PRT is ineligible for health insurance through STRS. In that event, "single" coverage will be provided in accordance with contractual insurance provisions. A PRT may purchase family coverage by timely submitting the difference in cost to the Treasurer on a monthly basis. PRTs are not eligible for an insurance opt-out payment.
- I.** Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired; however, an employee considering retirement and/or post-retirement service may consult with the Superintendent to determine if the intended recommendation of the Superintendent would be favorable to the employee's rehire. The decision of the Superintendent shall not be subject to the grievance procedure.
- J.** The Board of Education will accept the Superintendent's recommendation for employment of the PRT unless, by a four-fifths (4/5) majority, the Board overturns the Superintendent's recommendation.
- K.** A current employee who retires and intends to return under provisions of this Article must completely fulfill the conditions of his/her last pre-retirement individual contract of employment in order to be considered for post-retirement employment and forego one (1) month's retirement compensation from STRS. In the alternative, the employee must retire by May 31 and waive any remaining compensation owed following service retirement.
- L.** PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

ARTICLE 24. MANAGEMENT RIGHTS (2000)

The Association recognizes that the Board retains the right and responsibility to operate the Green Local School District, unless otherwise modified or restricted by this Agreement. This retention includes the right and responsibility to:

- A.** Determine matters of inherent managerial policy which includes, but is not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- B.** Direct, supervise, evaluate, or hire employees;
- C.** Maintain and improve the efficiency and effectiveness of governmental operations;
- D.** Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E.** Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule promote or retain employees;
- F.** Determine the adequacy of the work force;
- G.** Determine the overall mission of the employer as a unit of government;
- H.** Effectively manage the work force; and
- I.** Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE 25. DURATION AND INTENT (2019)

- A.** This Negotiated Agreement is effective from July 1, 2019 through June 30, 2022.
- B.** All negotiated items contained in the current Agreement between the Board and the Association that are not changed during the successor Agreement negotiations shall remain in full force and effect and shall be carried forward in writing to the successor Agreement.
- C.** If it is determined by a Court of law with jurisdiction to this School District or an act of the Federal or State Legislature that all or part of the Negotiated Contract is contrary to law, that part shall be considered null and void to the extent prohibited by such legal action. The remaining provisions stay in effect. If a provision becomes unworkable due to its being contrary to law, said action shall be reason for immediate negotiations on that provision to obtain a workable provision.
- D.** If there is any conflict in policy or rule with this Contract, this Contract shall be controlling. Any mandatory subject of bargaining covered by law shall remain as is during the life of this Contract, unless mutually negotiated.
- E.** "Days" in this Contract, unless otherwise specified, shall be Monday through Friday.
- F.** Both parties, their employees, agents, and representatives agree to comply with the provisions of the Contract.
- G.** The signatures of the parties' representatives attest that each party has ratified this Agreement and have authorized their representative to execute this Agreement on behalf of the parties.

FOR THE BOARD:

Dean Frank, Superintendent

Barbara Markland, Treasurer

Lindsey Welch, Team Member

Maria Markakis, Board Attorney

This negotiated Master Agreement was adopted
By the Board of Education at a [regular/special]
meeting on June __, 2019.

Barbara Markland, Treasurer

FOR THE ASSOCIATION:

Dan Frizell, President

Ethan Young, OEA LRC

Erik Dravenstott, Team Member

Kathy Madigan, Team Member

Geoffrey Zimmerly, Vice President

Kelly JoDon, Team Member

Joel Besancon, Team Member

This negotiated Master Agreement was accepted and
ratified by the Association on May __, 2019.

Dan Frizell, President

Self-Assessment Summary Tool

Name _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Date _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Pre-Observation Form

Scheduled Observation Date: _____

Teacher: _____ Subject/Grade: _____ Date Form Completed: _____

Ohio Standards Connection: Indicate which standards and indicators will be emphasized in this lesson:

Standard(s):

Indicator(s):

How is this lesson connected to what has been done prior to this lesson and what is yet to come in following lessons?

What will students know and be able to do as a result of this lesson?

Target(s):

Know:

Do:

Assessments: After the lesson, how will you assess to determine if students have met the goals of the lesson?

Formative Assessments:

Summative Assessments:

How will you make use of the results of these assessments?

It is suggested that the above form be submitted to and/or discussed with the evaluator prior to each scheduled observation.

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center">Annual Focus</p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center">Date</p> <p align="center">Record dates when discussed</p>	<p align="center">Areas for Professional Growth</p> <p align="center">supports needed, resources, professional development</p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p>Goal 1: Student Achievement/Outcomes for Students</p> <p>Goal Statement:</p> <p>Evidence Indicators:</p>		
<p>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</p> <p>Goal Statement:</p> <p>Evidence Indicators:</p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

GREEN LOCAL TEACHER EVALUATION

Marshallville Elementary School / Smithville Elementary School / Greene Middle School / Smithville High School
2013-2014

TEACHER'S NAME: _____

EVALUATOR: _____

DATE OF PRE-CONFERENCE: _____ DATE OF OBSERVATION: _____

DATE OF POST- CONFERENCE: _____ LOCATION: _____

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING Standard 4: Instruction	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

ASSESSMENT DATA Standard 3: Assessment	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS Standard 1: Students Standard 2: Content Standard 4: Instruction	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

KNOWLEDGE OF STUDENTS Standard 1: Students	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY Standard 2: Content Standard 4: Instruction Standard 6: Collaboration	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

DIFFERENTIATION Standard 1: Students Standard 4: Instruction	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

RESOURCES Standard 2: Content Standard 4: Instruction	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

CLASSROOM ENVIRONMENT Standard 1: Students Standard 5: Learning Environment Standard 6: Collaboration and Communication	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

ASSESSMENT OF STUDENT LEARNING Standard 3: Assessment	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES Standard 6: Collaboration and Communication Standard 7:	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
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Professional Responsibility and Growth				
EVIDENCE				

SIGNATURE OF EVALUATOR: _____ DATE: _____

TEACHER RESPONSE: I am aware of the contents of this evaluation and would like to make the following comments:

SIGNATURE OF TEACHER: _____ DATE: _____

GREEN LOCAL TEACHER EVALUATION

Marshallville Elementary School / Smithville Elementary School / Greene Middle School / Smithville High School
2013-2014

TEACHER'S NAME: _____

EVALUATOR: _____

DATE OF PRE-CONFERENCE: _____ DATE OF OBSERVATION: _____

DATE OF POST- CONFERENCE: _____ LOCATION: _____

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING Standard 4: Instruction	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

ASSESSMENT DATA Standard 3: Assessment	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS Standard 1: Students Standard 2: Content Standard 4: Instruction	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

KNOWLEDGE OF STUDENTS Standard 1: Students	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY Standard 2: Content Standard 4: Instruction Standard 6: Collaboration	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

DIFFERENTIATION Standard 1: Students Standard 4: Instruction	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

RESOURCES Standard 2: Content Standard 4: Instruction	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

CLASSROOM ENVIRONMENT Standard 1: Students Standard 5: Learning Environment Standard 6: Collaboration and Communication	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

ASSESSMENT OF STUDENT LEARNING Standard 3: Assessment	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
EVIDENCE				

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES Standard 6: Collaboration and Communication Standard 7:	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
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Professional Responsibility and Growth				
EVIDENCE				

SIGNATURE OF EVALUATOR: _____ DATE: _____

TEACHER RESPONSE: I am aware of the contents of this evaluation and would like to make the following comments:

SIGNATURE OF TEACHER: _____ DATE: _____

CONCENSUS STATEMENT

SICK LEAVE TRANSFER IN EXTRAORDINARY CIRCUMSTANCE

The Board and the Association agree that, in times or extraordinary and extenuating health circumstances, it may become necessary to amend this Collective Bargaining Agreement with a Memorandum of Understanding in order to afford a member of the bargaining unit additional Sick Leave donated from their fellow members.