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AGREEMENT

**GREENE COUNTY CAREER CENTER
EDUCATION ASSOCIATION, OEA/NEA**

AND

**GREENE COUNTY VOCATIONAL SCHOOL DISTRICT
BOARD OF EDUCATION**

July 1, 2012 through June 30, 2014

STATE EMPLOYMENT
RELATIONS BOARD
2012 JUL 12 P 3:03

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- B. Pay Dates
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- D. Sick Leave Bank Form
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ARTICLE I - TERMINOLOGY

A. Recognition

For the purpose of negotiations, the Greene County Vocational School District Board of Education, hereinafter the "board," will recognize the Greene County Career Center Education Association/OEA/NEA, hereinafter the "association," as the sole and exclusive bargaining representative for all regularly employed certificated/licensed staff, under contract, and employed by the district. Regularly employed certificated/licensed staff shall be deemed to include all teachers, including full-time adult school teachers holding or obtaining limited or continuing contracts but excluding the superintendent, directors, technology coordinator, principals or supervisors.

B. Definitions

The following definitions apply to this Agreement unless expressly provided otherwise:

1. "Assault" shall mean an act that results in a substantiated injury to a teacher resulting from a violent physical or verbal hostile incident, excluding sexual harassment, that occurred during the course of the teacher's employment with the board.
2. "Association" or union means the Greene County Career Center Education Association OEA/NEA and its designated representatives.
3. "Bargaining Unit" means the certified/licensed staff as outlined in the Recognition Article I A.
4. "Board" means the Greene County Vocational School District Board of Education and its administrators and others authorized to act on its behalf.
5. "Break In Continuous Service" shall mean a termination of continuous employment due to resignation, retirement for other than disability reasons, contract nonrenewal or termination, or failure to return to work at the expiration of any leave of absence or refusal of recall under Reduction in Force provisions.
6. "Complainant" means a person who has a complaint against a teacher.
7. "Continuous Service" is the time period of unbroken, continuous employment within the district from the date of initial employment or most recent re-employment after a break in continuous service and shall include all time on sick leave, leave of absence (including military) approved by the board and disability retirement up to five (5) years.
8. "Date of Hire" is the date the board takes action on the teacher's initial contract on or after July 1, 1998.
9. "Days" mean calendar days except as used in the grievance procedure.

10. "District" means Greene County Vocational School District.
11. "Employer" means the board.
12. "Extended Service/Extended Programming Days" means days contracted to work beyond the regularly scheduled 184-day school year contract.
13. "Grievance" means a complaint by a teacher or the association involving the interpretation and application of the Collective Bargaining Agreement.
14. "Grievant" means a member of the bargaining unit, a group of members of the bargaining unit or the association on behalf of the membership.
15. "Immediate supervisor" means the administrator assigned to evaluate the teacher.
16. "Management" means the employer, district or board.
17. "Part-time" teachers are teachers who are contracted to work less than a full work day.
18. "Seniority" shall mean the longest continuous service within the district commencing from each teacher's date of hire under a regular contract. Part-time teachers shall have seniority calculated by converting accumulated working hours into teaching days and/or years.
19. "Teacher" means a member of the bargaining unit.
20. "Vacancies" shall mean open assignments resulting from board action to terminate or accept the resignation of any teacher, the death, retirement, or transfer to another position of any teacher, or the creation of a new bargaining unit position.

ARTICLE II - NEGOTIATIONS PROCEDURE

A. Initiating Meetings

1. Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the president of the association, and association requests shall be directed to the superintendent. A copy of said requests shall be filed with the State Employment Relations Board (SERB) by the initiating party.
2. The initial request calling for negotiations shall be made by either party between January 15 - January 30 of the last year of the current agreement.
3. Negotiations may be opened earlier in the last year of the contract by mutual consent of both parties.

B. Scope of Negotiations

The scope of negotiations includes all matters pertaining to wages, hours, terms, and other conditions of employment and the continuation, modification or deletion of an existing provision of this contract.

C. Negotiations Procedure Guidelines

1. A meeting concerning the selection of dates and location for the three-day off-site negotiations session shall be scheduled by mutual agreement as early as possible, but no later than October 1, of the last year of the current contract. The location and dates shall be finalized by November 1.
2. At a pre-bargaining meeting lead representatives from the board and the association lead representatives will meet to openly commit to do what is necessary to make this negotiating process work. A system of collaboration shall be used in this and additional bargaining meetings. The most important part of this commitment is a willingness to forego waiting until the last possible minute before making concessions to reach agreement.
3. The first negotiations session shall be arranged by mutual agreement but shall take place within fifteen (15) days of the initial request. At the first session both parties will exchange "interest" proposals with explanation of each issue.
4. The second negotiations session will be scheduled within fifteen (15) days after the first session to agree on as many issues as possible before concentrated bargaining begins.
5. After the second, if needed the third, negotiations session, each party will reduce their proposals to no more than ten (10) topics each. Each economic or financial item counts as a topic. This list must be submitted to the other party within seven (7) days after the second session. No additional items may be added after this

exchange. If all of the proposals have not been resolved after the second session, a third session may be scheduled by mutual agreement of the parties; or the parties shall move to their scheduled three-day offsite session.

6. Each party agrees to be prepared for all negotiations sessions.
7. All team members are committed to a closed session during the entire three-day period. "Closed session" shall mean that no information will be released to parties outside the negotiation teams.
8. At the three-day session the following schedule will be followed:

Day 1 – 10 a.m. - 6 p.m. – bargaining
Day 2 – 8 a.m. - 6 p.m. – bargaining
Day 3 – 8 a.m. - 3 p.m. – bargaining

All items not tentatively agreed to at 3:00 p.m. on Day 3 will be submitted to the Federal Mediation and Conciliation Service (F.M.C.S.) for mediation.

9. When all items have been tentatively agreed upon and initialed, such tentative agreement shall be submitted for ratification within fifteen (15) days. If ratified by the association, the tentative agreement shall be submitted to the board at the next regularly scheduled board meeting for adoption.

D. Negotiating Sessions

The association and the board pledge that their representatives shall have the power and authority to make proposals, consider proposals, and make counter proposals. All negotiations shall be conducted exclusively between the officially designated representatives.

E. Release of Information

It is understood that the negotiating teams will maintain communication with their respective parties. It is further agreed that no information will be released to the public prior to reaching agreement or declaring impasse without the mutual consent of the parties.

F. Impasse

In the event that either party declares negotiations to be at an impasse, the parties mutually agree to call upon and meet with a representative of the Federal Mediation and Conciliation Service for the purpose of mediation. Any cost for the use of such mediation service shall be shared equally by the parties.

G. Ultimate Impasse and the Right to Strike

Upon the expiration of the contract, after the parties have been at impasse for at least 30 days and settlement has not been reached, the association will have the right to strike upon the filing of the statutorily required 10-day notice and the board shall have the right to declare "ultimate impasse" and implement its last offer.

ARTICLE III - GRIEVANCE PROCEDURE

A. Purpose

The purpose of the grievance procedure is to resolve at the lowest possible level any alleged violation, misapplication or misinterpretation of this Agreement.

B. Definition of "Days"

For purposes of the grievance procedure the word "days" shall mean days the grievant(s) is scheduled to work, excluding extended service/extended programming days.

Any grievance filed between May 15 and the end of the school year shall be processed as quickly as possible to try to insure resolution by the end of the school year.

Any grievance filed after the last regularly scheduled teacher work day but before the first regularly scheduled teacher work day of the next school year shall be processed as quickly as mutually possible so as not to disrupt the start of the next school year. The timelines provided below shall be extended during this period, if necessary, by mutual consent upon written notification from the party requesting the extension.

C. Steps and Procedure

Whenever a grievance shall arise, the following procedure shall be followed:

1. Informal Step

If a grievant believes there is a basis for a grievance, the grievant may within ten (10) days after the date of the occurrence of the fact or condition on which the grievance is based discuss the matter with an immediate supervisor. The grievant shall notify the immediate supervisor that the grievant wishes to invoke the informal step. If the grievance is not resolved within three (3) days after the discussion with the immediate supervisor, the grievant should then discuss it within the next three (3) days with the director in an effort to resolve the problem informally. The grievance may be adjusted informally provided the adjustment is not inconsistent with the contract. The chairperson of the association's grievance committee must be notified prior to any grievance adjustment.

2. First Formal Step

If the grievance is not resolved at the informal meeting, the aggrieved may present a formal claim on the form in Appendix A to the immediate supervisor and director in writing within five (5) days after the director's response at the informal step. If the aggrieved has elected not to use the informal procedure, the aggrieved may present a formal claim to the immediate supervisor and director in writing, within twenty (20) days after the date of the occurrence of the fact or condition on which the grievance is based. Within five (5) days after receipt of the written grievance, the immediate supervisor or director shall meet with the teacher to

attempt to resolve the grievance. The immediate supervisor and director shall give a written answer to the teacher within three (3) days after this meeting.

3. Second Formal Step

If the grievance is not settled in the first formal step the teacher may present the grievance to the superintendent no later than five (5) days after the written decision of the immediate supervisor and director has been received by the grievant.

Within five (5) days after receipt of the written grievance, the superintendent shall meet with the grievant to attempt to resolve the grievance. The superintendent shall give a written answer to the grievant within three (3) days after this meeting.

4. Third Formal Step

If the aggrieved is not satisfied with the disposition of the grievance at the second formal step, the association may, within ten (10) days after receipt of the disposition from the second formal step, submit the grievance to arbitration by the Federal Mediation and Conciliation Service whose rules and regulations shall likewise govern the proceedings. (See Appendix A for Form.) Notification of intent to appeal a grievance to arbitration shall be submitted in writing to the superintendent. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the board, the association and any professional staff member involved in the matter. The arbitrator shall not add to, alter or delete from the terms of this agreement. In cases where the procedural arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to hearing any evidence or issuing any ruling on the merits of the issue. The arbitrator shall be selected in accordance with rules of the Federal Mediation and Conciliation Service. Neither party shall have the authority to independently designate an arbitrator. The cost of arbitration will be borne equally by the board and the association.

D. General Provisions

1. The written grievance provided for herein shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the contract provision involved and the relief being sought.
2. Unless the specified time limits of the grievance procedure are extended by mutual written consent, if the grievant or the association fail to abide by the time lines, then the grievance shall be deemed abandoned and the relief requested shall be denied. Should a grievance not be answered by the administration within the allotted time period, it may be processed through the next step of the procedure. Consent to extend time limits shall not be unreasonably withheld by either party.

3. The filing and processing of grievances may be accomplished during normal working hours except it shall not interfere with the regular schedule of the grievant.
4. The president of the association and up to two (2) additional representatives of the grievant's choosing shall have the right to accompany a grievant at any level.
5. No grievance may be submitted to arbitration without the consent of the association.
6. If a grievance appears to arise from actions or any authority higher than the immediate supervisor and/or affects a group of members of the bargaining unit, it may be submitted at the second formal step described herein.
7. The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file or in any file used in the transfer, assignment, promotion, demotion, or dismissal process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant be placed in jeopardy or be the subject of reprisal or discrimination for having followed or utilized this grievance procedure.
8. E-mail and voice mail are not appropriate means of communication under the grievance procedure and shall not be used as a substitute for the face-to-face meetings and written communications provided for under the grievance procedure.

ARTICLE IV - MANAGEMENT RIGHTS AND RESPONSIBILITIES

The board possesses the right and responsibility to operate the school system and all management rights, including those delineated in R.C. 4117.08, remain with the board subject to the express provision of this agreement. These rights include the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the school district, standards of services, its overall budget, utilization of technology, and organizational structure.
2. Determine the location and use of the school(s), school system property and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
3. Determine financial policies of the school district, including the general accounting procedures and inventory procedures of supplies and equipment.
4. Direct, supervise, evaluate, and hire teachers.
5. Maintain and improve the efficiency and effectiveness of school operations.
6. Determine the overall methods, processes, means or personnel by which school district operations are to be conducted.
7. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain teachers.
8. Determine the size of the work force and effectively manage the work force.
9. Enforce the rules and regulations now in effect and to establish, revise and delete rules and regulations from time to time that do not affect wages, hours, terms and conditions of employment or that are not in conflict with this agreement.
10. Determine the layout and the equipment to be used and plan, direct and control school activities.
11. Take whatever action is necessary to carry out the functions of the board in situations of emergency.
12. Take whatever action is necessary to comply with state or federal law.

The board is not required to bargain on subjects reserved to the management and direction of the school district except as affect wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

ARTICLE V - ASSOCIATION RIGHTS

A. Right to Act Without Reprisals

There shall be no reprisals of any kind taken against the members of the bargaining unit, the administration and/or board for actions taken relative to negotiations. The board agrees not to take reprisals for actions taken relative to membership representation and/or holding office in the association.

B. Right to Conduct Association Business on School Premises

1. Duly authorized representatives of the association may, with the permission of the director or his/her designee(s), transact association business on school premises during school hours. The conduct of such business shall be such as not to interfere with instruction or interrupt normal school operations. The permission of the director or his/her designee(s) shall not be unreasonably denied.
2. Additionally, the association building representative shall have the right to address the faculty on the opening day of school each year and to make routine association announcements at faculty meetings.
3. Names and addresses of newly employed professional teaching staff shall be available to the association within ten (10) days following board approval of their contract.

C. Right to Communicate Association Business

The association shall have the right to use the district communication system to conduct association business. Included are:

1. mailboxes
2. electronic (computer) mail
3. telephone, including voice mail
4. staff lunch room bulletin board

D. Right to Information

The president of the association will be provided with a board meeting agenda and addendums when distributed to the board. During the board's discussion on any issue, the association president shall have the right to speak, providing the superintendent is notified in writing of the item to be presented by 12:00 noon on the day of the board meeting. The association president may address any addendum item at the board meeting without prior notification.

E. Released Time for Advocacy Proceedings

The board shall grant an annual cumulative total of up to five (5) days of paid leave for the purpose of attending grievance proceedings between the parties, or other association

business provided the association reimburses the board for the cost of the substitute teacher(s). The leave may be taken by the president of the association and/or no more than two (2) additional designees and the grievant, if applicable, at one time. In order to be eligible for such leave, 24-hour prior notice shall be given to the superintendent. The leave provided in this section must be taken in not less than one-half (½) day increments per person.

F. Satellite Program Communication Committee

A committee will be established by October 1 of each year as an aid to communication between the administration and satellite program teachers. The membership of this committee will include:

- a GCCCEA executive committee member
- a satellite program teacher from each satellite district
- director or superintendent of Greene County Career Center

The purpose of this committee is to identify needs, express concerns, and facilitate communication.

G. Seniority List

The superintendent shall prepare a seniority list for the bargaining unit indicating the type of contract, the date of hire, and the area(s) of certification/licensure for each bargaining unit member. The list shall begin with the most senior teacher with a continuing contract and proceed to the least senior teacher with a limited contract.

The association president shall be provided with a copy of the seniority list ten (10) days prior to December 1 of each school year. The list must be posted electronically no later than December 1 of each year. Any teacher who objects to the seniority list must notify the association president and the superintendent of the objection in writing within twenty (20) days after the list is posted; otherwise, any objection to the list as posted shall be waived until the seniority list is posted during the next school year. The superintendent shall investigate all reported inaccuracies, make such adjustments as may be in order, and post this updated seniority list immediately. The date for each bargaining unit member on the seniority list has been grandfathered as per the list in effect June 30, 1998.

H. Contract Reproduction

The ratified agreement shall be posted electronically. The association shall be entitled to 25 courtesy copies.

ARTICLE VI - COMPENSATION AND REIMBURSEMENT

A. Salary Schedules

Effective July 1, 2012

184 Days

Step	BA/BS		BA/BS+		MA	
0	1.000	35,235	1.050	36,996	1.1000	38,758
1	1.070	37,701	1.120	39,463	1.1770	41,471
2	1.140	40,168	1.190	41,929	1.2540	44,184
3	1.210	42,634	1.260	44,396	1.3310	46,898
4	1.280	45,101	1.330	46,862	1.4080	49,611
5	1.350	47,567	1.400	49,329	1.4850	52,324
6	1.420	50,034	1.470	51,795	1.5620	55,037
7	1.490	52,500	1.540	54,262	1.6390	57,750
8	1.560	54,966	1.610	56,728	1.7160	60,463
9	1.630	57,433	1.680	59,195	1.7930	63,176
10	1.700	59,899	1.750	61,661	1.8700	65,889
11	1.770	62,366	1.820	64,128	1.9470	68,602
12	1.805	63,599	1.855	65,361	1.9855	69,959
13	1.840	64,832	1.890	66,594	2.0240	71,316
14	1.875	66,066	1.925	67,827	2.0625	72,672
15	1.910	67,299	1.960	69,061	2.1010	74,029
16	1.945	68,532	1.995	70,294	2.1395	75,385
17	1.980	69,765	2.030	71,527	2.1780	76,742
18	2.015	70,998	2.065	72,760	2.2165	78,098
19	2.050	72,232	2.100	73,993	2.2550	79,455
20	2.085	73,465	2.135	75,227	2.2935	80,811
21	2.120	74,698	2.170	76,460	2.3320	82,168
22	2.155	75,931	2.205	77,693	2.3705	83,525

Explanation of Columns:

BA/BS – Anyone with an earned Baccalaureate Degree or trade person eligible for a teaching certificate/license.

150 Semester Hours/5 Years – Anyone with 150 semester hours college credit. Teachers who have not earned a Bachelor's degree but hold an eight-year professional certificate, or who have transitioned to a five-year license. Teachers who have not earned a Bachelor's degree but have completed 30 semester hours of college course credit related to their subject area of certification/licensure.

MA – Anyone holding a Master's Degree. Anyone with a Bachelor's Degree holding an eight-year professional certificate, or who has transitioned to a five-year license. Teachers who have not earned a Bachelor's degree but have completed 60 semester hours of college course credit related to their subject area of certification/licensure.

B. Movement on Salary Schedule Based on Additional Academic Training

Any teacher who believes s/he is entitled to be moved to a higher salary schedule column based on the attainment of additional academic training must submit proof of such additional training, e.g., official transcript, to the superintendent by October 1 for official approval by the board at the board's October meeting.

C. Special Salary Allowance

In order to receive a Special Salary Allowance stipend, the teacher must be in attendance for all of the student's scheduled activities and have their participation approved on the Expense Voucher for Attending Professional Meetings/CTSO Activities form, prior to the event by the appropriate supervisor. The compensation will vary with the level of responsibility as listed in the following:

1. Teachers will be compensated \$100.00 per day for attending and supporting students at career-technical student organization or other related activities on weekends, OR
2. Teachers will receive their per diem rate of pay for chaperoning students at these activities during the week and/or on weekends, OR
3. Teachers who have also accepted the assignment of overnight chaperone responsibilities in connection with these activities will be paid their per diem plus \$150.00 per night for overnight or late night (9:00 p.m. or after) chaperoning.

D. Part-time Teacher Compensation

Part-time teachers will be paid according to the percentage of the school day they are contracted to work. Part-time teachers pre-approved by the appropriate supervisor to work beyond the length of their contracted day will be paid in quarter day increments for the additional time worked. Such pay will not exceed the equivalent of full day per diem pay on any given date.

E. Supplemental Duty Salaries

1. Supplemental duties listed below will be paid as follows:

Tier I - 4% of BA/BS Step 0

Family, Career, and Community Leaders of America

Distributive Education Clubs of America

Future Educators Association

Health Occupations Students of America

Business Professionals of America

Tier II - 5% of BA/BS Step 0

FFA

SkillsUSA

Department Chair – Academic (English, math, science, social studies)

Department Chair – Career Technical Health and Human Services, Career

Technical Trades and Industries, Student Services, Special Education

Educational Technology Support Professional (up to 2 positions as deemed necessary by the Superintendent)

Resident Educator Coordinator/Mentor(s)

2. With the exception of the Department Chair and Resident Educator Coordinator/Mentor(s), the supplemental duty salary may be shared if all parties agree in writing to assume an equitable share of the responsibilities of the position.

F. Internal Substitutes

If a teacher is asked to substitute during his/her lunch or planning period for an absent teacher, the teacher will be compensated at the rate of \$25.00 per period.

G. Severance Pay

1. A teacher of the district at the time of retirement from active service shall be defined as follows:
 - a. Being eligible for service retirement and application has been approved by the State Teachers Retirement System (STRS) or
 - b. At least 10 years of continuous service in the district and at least 55 years of age.
2. A teacher may make application to be paid in cash for one-fourth (1/4) of the value of accrued but unused sick leave not to exceed 70 days. Payment shall be based on the applicant's daily rate of pay on the last day worked. This payment shall eliminate all sick leave credit accrued by the teacher at that time.

The teacher shall elect one (1) of the following payment options:

- a. Payment shall be made to the teacher the next available pay period after the teacher has provided to the treasurer written verification of the commencement of retirement, in the form of the first pay stub from STRS. This payment will be subject to all taxes, but no retirement contribution will be deducted.
 - b. The teacher may elect to have all or part of the teacher's severance payment placed in a tax-deferred annuity, subject to the maximum exclusion allowance and all other IRS regulations. This election must be made prior to the board's acceptance of the teacher's resignation for retirement purposes and shall be irrevocable after the board accepts the resignation. If the teacher wishes to select this option, it is the teacher's responsibility to make sure that all required paperwork is complete according to the above requirements. If there is remaining severance pay after transfer to the tax-deferred annuity, it will be paid in a lump sum thirty (30) days after the effective date of retirement.
3. Such payment will be made only once to any teacher. Any teacher otherwise eligible for severance pay who dies while in active service of the district is deemed to have retired the day prior to his/her death. Payment of the severance pay benefits shall be disbursed in accordance with applicable laws of the State of Ohio.
 4. In the case of the death of a teacher who was not otherwise eligible for severance pay, the teacher's estate shall be paid in cash for one-eighth (1/8th) of the value of accrued but unused sick leave not to exceed 28 days, provided the teacher had at least five (5) years of continuous service in the district on the date of death.

H. Adult Education Courses

Any teacher may, by payment of lab fee, be permitted to enroll in one adult course per year, of up to 40 hours, provided the class has at least 12 and not more than 25 paid enrollees.

I. Tuition Reimbursement

The Board shall reimburse a teacher 60% of tuition cost not to exceed fifteen (15) quarter hours or ten (10) semester hours (in any school year) toward the cost of attending college subject to the following provisions:

1. All tuition reimbursement requests must be submitted to the superintendent for approval on the designated tuition reimbursement request form prior to the start date for each course. [See Appendix E for form.]
2. Teachers receiving tuition reimbursement who elect to leave employment with the Board within one (1) calendar year of course completion shall repay the Board the

full amount of the reimbursement. Teachers having been employed by the Board for 5 or more years are exempt from repayment to the Board.

3. To be eligible the teacher must submit evidence of grade "B" or better or a "P" in a preapproved pass/fail course upon completion of said course(s).
4. Courses must be offered by an accredited college or university except for workshops offered in specialized career-technical areas.
5. Courses of equivalent training such as workshops must be in the teaching field.
6. Before reimbursement is made, both a receipt (attached to the tuition reimbursement request form) showing payment for tuition cost and transcript documenting satisfactory completion of the course must be submitted to the Superintendent's Administrative Assistant. Reimbursement will then be made within 30 days.
7. A bargaining unit member must work thirty (30) hours or more per week to be eligible for this benefit.

J. Professional Travel Expense Voucher for Attending Professional Meetings

Travel is often a necessity for teachers in conjunction with student clubs, professional meetings and other related activities. Such teacher activities shall be considered school business, and expenses will be reimbursed in accordance with board policy. Preapproval is necessary for reimbursement. When a meal is combined with a program, the decision to reimburse any excess amount above the current meal allowance as defined by board policy will be made by an administrator after examining circumstances. The expense voucher must be turned in to the teacher's immediate supervisor within 30 days after the travel is completed.

K. Mileage

The board agrees to compensate teachers for the mileage incurred in the course of their duties at the rate established by the Internal Revenue Service. The following procedure shall apply:

1. Each month's mileage report must reach the desk of the person designated by the superintendent by the fifth day of the following month.
2. The mileage report submitted in #1 above will be paid by the twentieth day of the month in which it was submitted.
3. In the event a teacher is unable to submit a mileage report by the fifth day of any month, then it may be submitted in the succeeding month.

L. STRS Pick-Up

The board agrees to an STRS Pick-Up Plan for all teachers in the State Teachers Retirement System. This plan is the salary reduction process. There shall be no cost to the board.

M. Payroll Procedures

1. Pay Options

- a. The first pay of each teacher's contract will be paid on the second Friday of September. (A Schedule of Pay Periods is attached as Appendix B.)
- b. Teachers may request that base pay as per the salary schedule (for 184 days, not extended service) be paid in 20 equal payments rather than 26.
- c. Teachers currently enrolled in and teachers hired after July 1, 2007, are required to utilize direct deposit of paychecks and payroll deductions to any ACH (Automatic Clearing House) financial institution. Teachers will have the option to have payroll stubs electronically mailed to their work e-mail address, in lieu of receiving paper payroll stubs.
- d. The administration will provide notification as soon as possible prior to or with the paycheck to any teacher who may have a change in the amount of his/her normal pay.

2. Pay Dates: When a pay date occurs on nonwork days during the school year, paychecks will be issued on the last work day prior to this date. (See Appendix B.)

3. Payroll Deductions: It is agreed that professional dues of those authorizing payroll deductions will be deducted in 12 equal pay periods beginning with the second pay period in October and remitted to the local association.

4. Tax-Sheltered Annuities: The board will authorize payroll deductions for teachers participating in a board-approved tax-sheltered annuity plan. The approved plan shall be cooperatively selected by the representatives of the association and the board. It is also agreed that the standard payroll deduction be an equal amount per pay period. It is the teacher's responsibility to comply with provisions of the internal revenue code applicable to tax-sheltered annuities. The teacher is responsible for any penalty, fee, or cost incurred as a result of participation in a tax-sheltered annuity under this provision.

5. Standard Deductions: shall include retirement, retirement experience credit, federal, state, local income tax payments, health insurance premiums, OEA-Fund for Children & Public Education (FCPE) and credit union deductions.

N. Student Tuition Waiver

The board shall waive tuition payment for children of nonresident teachers of the District.

O. Additional Classes

Any teacher who agrees to teach an additional class during the teacher's preparation period as shown on the annual master schedule will be paid an additional one-eighth (1/8) of the teacher's annual salary for teaching such additional class.

P. Additional Class Offering

If there is a need for a class offered for high school credit that would be an additional class for a teacher beyond the teacher's normal teaching assignment and beyond the traditional schedule and/or workday, this class will be discussed with the association prior to a final decision to announce or implement. The rate of pay for such a class will be \$33.80 per hour (2011-2012) for documented preparation and meeting time as approved by the director. This rate of pay will increase by the same percentage as the teacher's base salary increases. The position will be posted for members of the bargaining unit.

Q. National Certification

Any teacher who applies for and achieves National Board Certified Teacher (NBCT) status from the National Board for Professional Teaching Standards (NBPTS) while employed at Greene County Vocational School District will be reimbursed the \$300 out-of-pocket application fee, as well as the \$65 initial application fee. In addition, teachers who earn NBCT status while employed at Greene County Vocational School District will receive a \$1,000 stipend at the end of their second and third years of certification. Payments under this provision are conditioned upon the employee providing verification of passing to the Treasurer.

R. Early Notification Incentive

Any teacher eligible to retire and has at least ten years of service with the District shall receive an incentive of One Thousand Dollars (\$1,000.00) for providing the District with early notification of retirement. Teachers eligible for retirement on or before June 30 must retire between May 31 and August 1 of that year and must notify the Board in writing of their resignation for retirement purposes by March 1 to qualify for the incentive.

ARTICLE VII – INSURANCE

A. Eligibility for Insurance Benefits

1. Any regularly contracted teacher who works at least 30 hours per week shall be entitled to have the board pay 100% of the board's total contribution for all of the types of insurance in Section B listed below.
2. Any regularly contracted teacher who works at least 20 hours per week but less than 30 hours per week shall be entitled to have the board pay 50% of the board's total contribution for all of the types of insurance in Section B listed below.
3. Any teacher working less than 20 hours per week may secure insurance coverage by arranging payments with the treasurer at full cost to the teacher. Upon written request, during open enrollment or within 30 days of an eligible qualifying event, the teacher's insurance coverage shall be effective.
4. The fact that a teacher is eligible for insurance shall not require the teacher to participate in any insurance program.
5. If spouses are employed by the Board, only one spouse will be enrolled for family coverage or each may be enrolled for single coverage.

B. Insurance Benefits

1. Term Life Insurance

The board will pay the full premium for a \$50,000 term life insurance policy on each eligible teacher during their term of employment. This policy shall include an accidental death and dismemberment provision. At the time of a teacher's disability retirement or death, the Board, by certified mail, shall send a copy of the term life insurance booklet to the teacher's last known address or the deceased teacher's beneficiary, if known.

2. Health Insurance Plan

The Board will provide a High Deductible Health Savings Account (HD/HSA) insurance plan for eligible staff members.

- a. The Board will pay 90% of the single or 85% of the family premium.
- b. The Board will contribute 65% of the In-Network deductible per year (as listed below) to the HSA for single or family coverage for teachers eligible for HSA contributions.

Plan Type	In-Network Deductible	Out-of-Network Deductible
Single	\$2,000	\$4,000
Family	\$4,000	\$8,000

- c. For teachers deemed ineligible for HSA contributions, by federal law, who elect single or family coverage, the Board shall contribute an amount equal to 65% of the In-Network deductible to the employee or to a Section 125 plan. It is understood that the Board's contribution under this provision, in the form of a payout to the employee, cannot be with pre-tax dollars and will constitute taxable income to the teacher.
- d. For each employee that satisfies the following criteria by October 1 annually, there will be a 10% increase for each criterion in the total percentage contribution listed in sections (b) or (c) above:
 - 1) The teacher is a non-tobacco user, confirmed by Affidavit.
 - 2) The teacher participates in the biometric screening and health risk assessment sponsored by the Board.
- e. The Board shall establish a Section 125 Plan for the exclusive purpose of allowing staff members to pay their portion of insurance premiums under this Section on a pre-tax basis to the full extent permitted by law, such plan to remain in effect so long as laws and Internal Revenue Service rules concerning same remain substantially unchanged.
- f. Teachers may make additional pre-tax contributions consistent with IRS regulations by payroll deduction. Teachers shall determine their contribution for the year at the time of enrollment. Changes can be made during the open enrollment period.

Board contributions to HSA accounts will be made in October of each year. Teachers hired on or after October 1 shall receive a pro-rated Board contribution based on the number of months employed by the District for the initial year. Teachers who leave the insurance plan for any reason during the following twelve-month period will reimburse the Board at the rate of one-twelfth of the Board paid contribution for each month that the teacher is no longer in the plan. Teachers planning on regular retirement may request, in writing to the Treasurer by September 15, that the Board only contribute a pro-rated amount into the HSA. The Board will not seek recovery of any HSA contribution made on behalf of an employee who passes away during active employment.

- g. Teachers may sign up for the insurance plan during the open enrollment period in September of each year.

3. Dental Insurance

The Board will pay 100% of the premiums for single and family dental insurance coverage.

4. Vision Insurance

The Board will pay 75% of the premium for single and family vision insurance, with the Board selecting the vision plan. Employees will not be required to participate.

C. Eligibility, Benefits, and Separation Procedures for Health Insurance and Term Life Insurance Coverage Benefits

1. Separation Procedures

- a. The health benefits of a teacher who leaves employment by resignation or retires at the end of his or her contract will remain in effect through the last day of the month following the departing teacher's last pay period or the employee's official date of retirement.
- b. Teachers who are suspended, on reduction in force or terminated (for reasons other than gross misconduct), and the spouses or dependents of deceased, divorced or legally separated employees, may elect to continue the board-provided medical benefits at the board's group rate for 18 months in the case of termination, layoff or reduced hours, and for 36 months in the case of death, divorce or separation. Payments of group rate premiums must be made by the fifteenth day of the month preceding the premium date. All federal laws apply.

ARTICLE VIII - TEACHER LEAVE

A. Assault Leave

Up to 120 working days of assault leave shall be granted to a teacher who is absent due to a substantiated disability resulting from a verbal or physical assault, as defined in Article I of this Agreement, that occurred during the course of the teacher's employment with the board. This disability must be verified by a physician/licensed counselor and the superintendent. The teacher shall furnish the board with a signed statement to justify the use of assault leave. If the teacher requires medical attention as a result of an assault, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. The board has the right to require that the teacher be examined by a physician of the board's choosing at the board's expense in order to verify the claimed disability.

The teacher will receive full pay and fringe benefits while on leave. Assault leave shall not be charged against sick leave. Any teacher absent due to assault will be obligated to provide the board a physician's statement relative to the teacher's physical ability to return to work.

The board acknowledges the right of any teacher to file charges against any student, parent, guardian or other person who assaults, threatens, menaces or harasses the teacher or who vandalizes the teacher's real or personal property.

Any student who verbally or physically assaults a teacher or who vandalizes or deliberately damages a teacher's real or personal property will not be placed in a class or activity of that teacher without a parental/team conference to develop a student behavior contract. The assaulted teacher will have the option to participate and/or provide input in such conference.

Should an assault occur, the teacher affected shall file a claim with the Ohio Bureau of Workers' Compensation. Any lost wages received from the Bureau will be deducted from what the board is obligated to pay such teacher.

B. Personal Leave

Each teacher will be authorized three (3) days annually for personal leave. For teachers whose first day of work with the district is on or after the first day of classes in the second semester of the school year, those teachers shall be authorized one and one-half (1-1/2) days in that school year for personal leave. For purposes of this section, the work "day" shall be the equivalent of the individual teacher's normal work day. Such leave will be granted upon notification, subject to the following conditions:

1. The teacher shall notify the teacher's supervisor at the earliest possible time prior to taking personal leave. Notification shall be given to the supervisor 72 hours in advance unless circumstances make it impossible to comply with this requirement. An Employee Notification of Absence Form (Appendix D) must be completed for any day used.

2. Personal leave for any day(s) will be limited to five percent (5%) of the bargaining unit.
3. No personal leave shall be used during the first five (5) days and last five (5) days of the school calendar with the exceptions of: 1) school activities of the teacher's immediate family, 2) cases of emergency, 3) or as approved by the superintendent.
4. Personal leave may be taken in no less than one-quarter (1/4) day increments.
5. Any unused personal leave will be rolled over into the teacher's accumulated sick leave balance at the end of the school year.

C. Sick Leave

1. Days of absence authorized under this provision will be deducted from the sick leave accumulation in one-quarter (1/4) day increments. Accordingly, teachers are required to use sick leave in one-quarter (1/4) day increments.
2. One and one-fourth (1 1/4) days of sick leave shall be granted to full-time teachers for each completed month of employment up to 15 days per year. Unused sick leave shall accumulate to a maximum of 305 days.
3. Should a teacher have absences due to illness of more than the total accumulated sick leave, such teacher, unless employed on a hourly basis, may be granted an advancement of sick leave to a maximum of the number of days that can be earned during the remainder of the school year.
4. Previously accumulated sick leave of a teacher who has been separated from another public Ohio agency as provided in O.R.C. 3319.141, shall be accepted up to a maximum of 305 days provided none of such accumulated sick leave has been converted to pay upon retirement as provided by O.R.C. 124.39.
5. Standard reasons acceptable for sick leave are the following:
 - a. Personal illness;
 - b. Injury;
 - c. Exposure to contagious disease which could be communicated to others;
 - d. Absence due to illness, injury or death of a member of the teacher's immediate family; or
 - e. Disability due to pregnancy.
6. For the purpose of absence due to illness, injury or death in the teacher's immediate family, immediate family shall be defined to include bonafide members of the teacher's household and/or spouse, parent, child, in-laws, brother, sister, grandparent, grandchild or any relative who is dependent upon the teacher. Step children, step parents, foster children, and foster parents shall be considered immediate family for this purpose.

7. Sick leave notification will be made on an Employee Notification of Absence Form (Appendix D).

8. Long-Term Sick Leave

The superintendent may request that a teacher on long-term sick leave, i.e., for more than twenty (20) consecutive school days, submit additional absentee forms and/or medical documentation every ten (10) school days verifying the reason for the use of sick leave.

9. Sick Leave Fund

- a. The purpose of a sick leave fund is to give additional days of sick leave to teachers who experience personal serious accidental injury, emergency surgery, or a catastrophic illness. If the teacher has used all of the teacher's personal and sick leave, the teacher may receive a gift of the number of days needed.
- b. The association will be responsible for maintaining all records. Further, the association will provide the treasurer with written documentation (Appendix E) signed by the association president authorizing the number of sick leave days that are to be deducted, the name(s) of the bargaining unit member(s) from whom the days are to be deducted, and the name(s) of the bargaining unit member(s) to whom the days are to be donated.
- c. The maximum number of days that may be used in any one (1) fiscal year by any number of bargaining unit members is ninety-two (92).
- d. Three (3) is the maximum number of days that an individual can donate in any one (1) fiscal year. Each donation is limited up to two (2) per individual requests to sick leave fund.

D. Perfect Attendance Bonus

A bonus of \$200 will be paid to each teacher who has perfect attendance during each of the following periods: July 1 through December 31 and January 1 through June 30. Extended service days are excluded from the calculation of the perfect attendance bonus. The bonus will be paid within 30 days of the end of each period.

Any use of sick leave, personal leave or unpaid leave usage will cause the teacher to be ineligible for the perfect attendance bonus for that period but will not affect the teacher's eligibility for the perfect attendance bonus for subsequent periods.

The maximum perfect attendance bonus that can be earned in any school year is \$400.

E. Jury Duty Leave

Any teacher who serves as a juror shall continue to receive regular salary payments so long as the teacher remits to the treasurer of the district all fees paid to the teacher for jury service. To be excused for jury duty, the teacher must submit verification of actual service to the Treasurer from the court where service was rendered.

F. Child Care Leave Policy

1. Child care leave policy shall be granted to a teacher to care for a newborn child, an adopted infant under two (2) years of age or a child for whom the adoptive agency requires full-time parental care for up to 12 consecutive months without pay. Extensions may be granted at the discretion of the board. Any teacher shall submit a written notice to the superintendent not later than thirty (30) days prior to the anticipated leave date (except where an adoptive agency gives less than thirty (30) days' notice), advising the superintendent of the anticipated date of the leave and further advising the superintendent of the approximate dates that the teacher shall commence and end child care leave.
2. If, prior to the date set for initiation of child care leave, the superintendent believes that the teacher is medically unable to perform adequately as a result of a pregnancy, the superintendent may request the teacher to submit a certification from her obstetrician attesting to her ability to continue working. The teacher will normally return to service six (6) weeks after the end of the pregnancy. Upon providing the superintendent with a medical certification from her physician that she is unable to resume her duties within six (6) weeks after the end of the pregnancy, this period may be extended. The superintendent and the school board have discharged their responsibility under this policy by offering the returning teacher the former position held by the teacher. Under unusual circumstances, such as shifts in enrollment or class offerings, the teacher may be offered a similar position for which that teacher is qualified.
3. The term of the teacher's contract shall not be extended by child care leave; but in the event that the teacher's limited contract expires while on child care leave, the contract will be renewed or nonrenewed in accordance with normal procedures for all.
4. The board recognizes that the granting of unpaid child care leave does not preclude a teacher from also exercising the employee's statutory rights to sick leave in accordance with the statutory law of Ohio.
5. The teacher on leave may exercise the option of maintaining group insurance coverages at the teacher's expense during such leaves and if allowable by the insurers. The teacher will pay to the treasurer the monthly premium of insurance at least 15 days in advance of the time the premium must be paid by the board.

G. Professional Leave

Each teacher may apply for and be granted at least one (1) professional leave day each school year. It is agreed that such leave, when granted, shall be approved on an even and uniform basis. It is further agreed that after such leave is approved, it will not later be denied due to difficulty in procuring a substitute replacement. Teachers are expected to give the district two (2) weeks' advance notice to facilitate substitute procurement. It is further agreed that upon return, the teacher will share a written report with program team or cluster no later than two (2) weeks after professional leave day. See Article VI- J for reimbursement of expenses.

H. Sabbatical Leave

1. Sabbatical leave may be granted to a teacher who has served in the district at least five (5) years. Any request for sabbatical leave must be made in writing not later than March 1 of the school year immediately preceding the school year for which the sabbatical leave is requested. The board will act on the application and notify the teacher by April 30. Conditions under which sabbatical leave may be granted may include additional study, including study of another area of specialization, travel or other reasons deemed by the superintendent to have value to the school system.
 - a. Sabbatical leave shall not be granted to more than five percent (5%) of the teaching staff at any one time.
 - b. Sabbatical leave shall not be granted to any teacher more often than once during every five (5) years of service.
 - c. Sabbatical leaves shall not exceed one (1) year in duration.
 - d. Sabbatical leaves shall not be granted a second time to the same individual when other members of the teaching staff have filed such a request.
 - e. The teacher shall present to the superintendent or his/her designee a plan for professional growth prior to such a leave and, at the conclusion, provide evidence that the plan was followed.
2. The board shall pay a partial salary to the teacher on a sabbatical leave not to exceed the difference, if any, between the teacher's regular contract salary and the replacement teacher's salary.
3. Notification of intention to resume active status shall be given in writing to the superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return in September or no later than December 1 if the intent is to return at the beginning of the second semester.
4. The return date to active service from sabbatical leave shall coincide with the first day of the school calendar or the first day of the second semester unless the

teacher and the superintendent or his/her designee mutually agree in writing to a different date.

5. If the teacher returns to active service on the first day of the school calendar or the first day of the second semester, the returning teacher shall be assigned to the teaching position he/she held prior to commencement of the leave hereunder. Under unusual circumstances such as eliminating or combining positions, changes in enrollment or class offerings, the teacher shall be offered a position for which the teacher is qualified.
6. The teacher on leave may exercise the option of maintaining group insurance coverages, at the teacher's expense, during such leaves and if allowable by the insurers.
7. Upon return from leave, the teacher may purchase S.T.R.S. credit under the time restrictions and other rules and regulations of S.T.R.S.
8. The teacher must teach in the district for at least three (3) years following expiration of the leave. Failure to remain employed for three (3) additional years after returning from sabbatical leave may result in the teacher being required to reimburse the board for salary and retirement benefits paid by the board while the teacher was on sabbatical.
9. Teachers returning from sabbatical leave will receive one year of teaching credit on the experience step of the salary schedule.

I. Family and Medical Leave

1. Notwithstanding other provisions of this Agreement, the board agrees to abide by the provisions of the Family and Medical Leave Act ("FMLA") of 1993, including but not limited to the provisions set forth in this section. The parties to this agreement agree that all benefits guaranteed by the FMLA will be provided to teachers covered by this Agreement.

2. Eligibility

A teacher must have worked for the district for a total of 12 calendar months and must have worked at least 1,250 hours during the 12-month period immediately preceding the teacher's request for FMLA leave to be eligible for benefits under the FMLA.

3. Leave Provisions

- a. Each eligible teacher entitled to and shall be granted upon request up to 12 work weeks of unpaid leave during the 12 calendar month period beginning on the date the teacher's first FMLA leave begins (i.e., the twelve-month period is specific to each teacher) to care for a newborn child or for a child, parent or spouse who has a serious health condition as

defined by the FMLA, or to recover from the teacher's own serious health condition as defined by the FMLA. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.

- b. Any leave beyond 12 weeks during the 12-month period for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
- c. Eligible teachers may choose to use paid leave granted by other provisions of this Agreement before electing to take FMLA leave.
- d. Leave taken to care for a newborn, newly adopted, or newly placed foster child must conclude within 12 months of birth or placement of the child. The teacher must give the board at least 30 days' notice of the birth or placement, if possible, or as much notice as possible if less than 30 days.
- e. The teacher shall give at least 30 days' notice for foreseeable leave taken due to planned medical treatment for the teacher's own serious health condition or for the serious health condition of the teacher's child, parent, or spouse. However, if the date of the treatment requires leave to begin in less than 30 days, then the teacher shall provide such notice as is practicable. The teacher shall make reasonable efforts to schedule such foreseeable leave for planned medical treatment so as to minimize any disruption to the educational process.
- f. Leave under the FMLA may be taken intermittently when medically necessary due to the teacher's own serious health condition or due to the serious health condition of a teacher's child, parent, or spouse. The teacher will attempt to schedule medical procedures so as not to interrupt the teacher's work unnecessarily.

4. Protection of Employment and Insurance

- a. The board shall return the teacher taking a leave under this Article to the same or comparable position the teacher occupied prior to the leave.
- b. The board shall continue to pay the board contribution to the current medical insurance plan for the teacher while the teacher is on FMLA leave.
- c. The taking of a leave under this Article shall not result in the loss of any employment benefit and/or seniority accrued prior to the date the leave commenced.

5. Medical Certification

- a. The board will require medical certification from a licensed physician as to the medical necessity for a leave under this section and the probable duration of the leave. Such certification will include a statement by the physician that the teacher is unable to perform all the duties of the teacher's position or that the teacher's presence is required to care for a family member with a serious health condition. (This section shall be uniformly applied.) This certification will be given at least one (1) week before the leave (except emergency update certifications must be presented every 30 days).
- b. The board may require a teacher on FMLA leave to submit subsequent medical recertifications periodically as to the teacher's or the teacher's family member's current medical status and the teacher's intent to return to work.

6. Leave Ending Near the End of a School Term

- a. If a teacher takes a leave under this Article that begins more than five (5) weeks before the end of a school term, is to terminate during the last three (3) weeks before the end of a school term, and is of more than three (3) weeks' duration, the board may require the teacher to remain on leave for the remainder of the term, under the same conditions as are required by this Article, even if all 12 weeks required by law have been used.
- b. If a teacher takes a leave under this Article that begins during the last five (5) weeks of the school term, will last more than two (2) weeks, and is to terminate during the last two (2) weeks before the end of a school term, the board may require the teacher to remain on leave for the remainder of the term, under the same conditions as are required by this article, even if all 12 weeks required by law have been used.
- c. If a teacher takes a leave under this article that begins during the last three (3) weeks of the school term and will continue for more than five (5) working days, the board may require the teacher to remain on leave for the remainder of the term, under the same conditions as are required by this article, even if all 12 weeks required by law have been used.

7. It shall be at the teacher's prerogative as to whether sick leave or unpaid FMLA leave is used. Sick leave taken will not be counted toward the 12 weeks' unpaid leave permitted under this section.

J. Leave Reporting Procedure

1. All leave taken pursuant to any provision of this Article must be reported by the teacher using the kiosk system or similar electronic means. Anyone taking professional leave must also report the reimbursement of expense information

electronically. Leave must be entered into the electronic system and be submitted to the teacher's supervisor within 3 days (excluding holidays, calamity days and weekends) of returning from an absence. Request for professional leave along with reimbursement of expense information must have supervisor preapproval.

2. Teachers may have their pay docked for absences that have not been substantiated by an approved leave. Teachers will be given written notification in advance of payday if they are to be docked. Once the leave request is submitted electronically, docked pay will be issued in the next available pay period. The delinquent leave request must be submitted within 60 calendar days from the pay date that was docked.
3. Any teacher who is going to be absent, late or who needs to leave early shall contact the director's administrative assistant as soon as possible. If substitute coverage is required for a prearranged absence, the substitute shall be entered electronically for supervisory approval.

ARTICLE IX – INDIVIDUAL RIGHTS

A. Discipline

No member of the bargaining unit will be disciplined or deprived of any professional standing without just cause.

B. Nonrenewal

The procedures outlined in O.R.C. 3319.11 will be followed for nonrenewing teachers on regular limited contracts, excluding substitutes. These procedures will not be applied arbitrarily or capriciously. This provision is not subject to the grievance procedure.

C. Termination

O.R.C. 3319.16 and related sections of the Ohio Revised Code will prevail for termination. This provision is not subject to the grievance procedure.

D. Complaints Concerning Teachers

1. If a verbal concern or signed written complaint is received alleging that a teacher has sexually harassed a student, employee, or other person while in the performance of the teacher's duties, the complaint shall be handled pursuant to the procedure outlined in section E of this article.
2. When a verbal concern or signed written complaint concerning a teacher is received, the person receiving the verbal concern or signed written complaint should refer the complainant to the teacher involved. All reasonable effort should be made to verbally resolve the concern or complaint within one (1) day. However, if the concern or complaint alleges a violation of state or federal law or raises an issue of safety, then the concern or complaint shall be submitted to the director, who shall immediately contact the teacher involved.
3. If not resolved at the initial level (Item 2 above), the complainant may submit the concern or complaint to the teacher's supervisor; however, the concern or complaint must be put in writing. The supervisor will notify the teacher of the written complaint and attempt to resolve the complaint.
4. No action concerning the signed written complaint shall be taken without the following procedure being followed:
 - a. If requested by the complainant or the teacher, a meeting involving the teacher, supervisor and complainant will be arranged at a mutually convenient time to discuss the complaint. This meeting is to occur within five (5) days after the complaint is made.
 - b. If the complaint is unresolved, it may be appealed to the director and acted upon within seven (7) days after the director's receipt of the complaint.

- c. If the complaint is still unresolved, it may be appealed to the superintendent and shall be acted upon within ten (10) days after the superintendent's receipt of the complaint.
 - d. If the complaint is still unresolved, it may be appealed to the board within five (5) days after the superintendent's response to the complaint. If a hearing is granted, it is to be in executive session at a regular board meeting held within ten (10) to forty (40) days following receipt of the complaint.
 - e. In each of the above steps, any party may request and be accompanied by counsel and/or a representative of the party's choice, at the party's expense.
- 5. Conferences regarding such complaints shall be in private. All notes, written or recorded, relating to the complaint are to be strictly confidential to the extent allowed by law. The teacher has the right to review all material and attach a written commentary to all items. At no time shall this material be open to the public except as required by law.
 - 6. At no time shall a statement concerning the results of the conference be made to uninvolved parties or the news media, except through the superintendent, with the consent of all parties involved except as required by law.

E. Nondiscrimination (Including Sexual Harassment)

- 1. The Greene County Career Center Board of Education does not discriminate on the basis of race, color, national origin, age, sex, religion, ancestry, disability or military status in its employment, programs and activities and provides equal access to the Boy Scouts and other designated youth groups.
- 2. The following person has been designated to investigate inquiries regarding the non-discrimination policies and shall serve as the compliance officer for the Board in matters of alleged discrimination:

Director of Secondary Education
 Greene County Career Center
 2960 W. Enon Road
 Xenia, Ohio 45385
 (937) 426-6636

In the event the matter of alleged discrimination involves the Director of Secondary Education, the Superintendent shall serve as the compliance officer for the Board.

For further information on notice of non-discrimination, visit the United States Department of Education Office of Civil Rights "Contact Us" webpage at

<http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and the phone number of the office that serves your area, or call 1-800-421-3481.

3. The board opposes discrimination in any form and has developed complaint procedures which will be available to the alleged victims. The board has also identified disciplinary penalties that could be imposed for the alleged offenders.
4. Sexual harassment is a form of discrimination and includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development;
 - b. Submission to or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with or having a negative impact on the individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.
 - d. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, opportunities or activities available at or through the school.
5. All teachers should be aware that the privacy of the complainant and the person accused of engaging in acts of discrimination will be kept strictly confidential, unless disclosure is otherwise required by law.
6. The following procedure for processing discrimination complaints shall be used:
 - a. The compliance officer will confer with the complainant in order to obtain a clear understanding of the complaint.
 - b. The compliance officer will meet with any accused person under the authority of the Board in order to obtain his/her response to the complaint. A reasonable effort will be made to meet with any accused person who is not under the authority of the Board in order to obtain his/her response to the complaint.
 - c. The compliance officer may hold as many meetings with the parties as necessary to gather facts.

- d. On the basis of the compliance officer's perception of the situation, he/she may:
 - i. Attempt to resolve the matter informally through conciliation or
 - ii. decide the case and, thereafter, impose any discipline deemed appropriate.
- 7. All persons involved shall be afforded due process proceedings.
- 8. Decisions of the compliance officer may be appealed to the Board or designee.
- 9. In matters pertaining to nondiscrimination, bargaining unit members have all legal and contractual rights afforded under this contract.

F. Notification of Certification/Licensure Renewal Dates

The Board shall annually notify teachers, on or before September 15, of the availability of certification/licensure information on the ki osk system or similar electronic means. However, it remains the responsibility of the individual teacher to maintain a current certificate/license commensurate with the contract under which the teacher is employed.

G. Notification of Contracts

- 1. Each teacher whose limited contract is expiring shall be notified by April 10 of the type of contract being recommended by the superintendent. A complete list of contract recommendations shall be furnished to the association president by April 10.
- 2. The board shall adhere to the laws of the State of Ohio in regard to continuing contracts and teacher tenure. Teachers who anticipate obtaining eligibility for a continuing contract (according to O.R.C. guidelines) while under a multi-year contract may waive the second or third year of their contract in order to be considered by the board for a continuing contract.
 - a. In anticipation of continuing contract eligibility occurring in a year in which the teacher's limited contract is not due to expire, the teacher will be evaluated in the year of anticipated eligibility as if the teacher's contract were in the year of expiration, i.e., the teacher will be evaluated pursuant to O.R.C. 3319.111. Notification of eligibility shall be made by the teacher to the superintendent by October 1 of the school year in which eligibility will be achieved.
 - b. The notice of waiver of the second or third year of the contract shall be given in writing by the teacher to the superintendent not later than March 1 of the first or second year of the contract whichever is applicable, and contract may be issued according to O.R.C. 3319.11.

- c. If the board does not award a continuing contract to the teacher pursuant to this provision, the notice of waiver shall be null and void and the teacher shall continue under the existing limited contract.

H. Personnel Files

1. There shall be one (1) official personnel file for each member of the bargaining unit which will have contents limited to items relating to work performance, discipline, and routine financial or personnel data. All members of the bargaining unit shall be entitled to the rights granted by O.R.C. Chapter 1347 with the following procedures to apply to personnel files:
2. A teacher shall have the right, upon request and with reasonable notice, to review the contents of his/her personnel file and to receive one (1) copy of any document contained therein.
3. All items, including written evaluations, placed in a teacher's file shall be signed and dated by the person placing it in the file and a copy shall be given to the teacher prior to placing it in the file.
4. A teacher may have an association representative present when he/she inspects his/her personnel file or may authorize in writing an association representative to review his/her file.
5. Anonymous letters or materials shall not be placed in a teacher's personnel file nor shall they be made a matter of record.
6. Teachers shall have the right to submit a written commentary /rebuttal to any material placed in the file and such written commentary/rebuttal shall be attached to the item in the file.
7. Information in the personnel file that is proven inaccurate or that cannot be verified will be removed from the file.
8. Personnel files will be updated annually by placing written evaluations in the files.

I. Transportation of Students

1. The board and administration shall not require teachers to transport students in teachers' personal vehicles.
2. When a teacher transports students in a board-owned vehicle, the board will accept liability to the extent covered by the board's fleet insurance policy.

J. Parent Conferences

1. When a teacher has objective reasons to believe that a parent or student will be hostile during a parent-teacher conference, the teacher may choose to include the appropriate administrator and a teaching team member in the conference.
2. If any party feels that the conference has become hostile or abusive, that party may choose to terminate the conference. The conference shall be rescheduled to a later date and time.

K. Evaluation

Employees shall be evaluated using the evaluation instrument approved by the Teacher Evaluation Committee, the Ohio Department of Education and the Board of Education. Employees may grieve the evaluation procedure but not the substance of the evaluation. Employees may attach a rebuttal to the Evaluation Instrument if the employee disagrees with the substance of the evaluation.

ARTICLE X - WORK YEAR AND WORK DAY

A. Work Year

1. Secondary Education Staff

The work year for secondary education staff who are assigned to work at the Greene County Career Center campus shall be 184 days, which will include:

- 180 Days for students
- 1 Day for Greene County Career Center staff meeting/in-service prior to opening of school
- 2 Days mutually arranged between each teacher and immediate supervisor
- 1 Day for recordkeeping at the end of the school year

To the extent possible, the Greene County Career Center school calendar shall conform to the other Greene County schools (Xenia, Fairborn, Greeneview, Yellow Springs, Beavercreek, Cedar Cliff, and Sugarcreek). Satellite program staff shall follow the school calendar for their respective assigned school district.

2. Adult Education Staff

The work year for adult education staff shall be 184 days.

B. Work Day/Week

1. Secondary Education Staff

The work day for secondary education staff shall be 7½ hours per day inclusive of lunch. Classroom and laboratory teachers may have 5¼ hours student contact time during the workday.

2. Adult Education Staff

The work week for adult education staff shall be 37½ hours.

3. Daily Student Schedule

The administration and association representatives will work cooperatively to develop a daily student schedule for each school year, which shall be completed by June 1 for the subsequent school year. The daily student schedule shall be comprised of 8 periods, with the first period beginning at 8:00 a.m. and the eighth period ending at 2:11 p.m.

4. Parent Teacher Conferences

If administration decides to hold Parent Teacher Conferences, the secondary education staff will work from 3:45 p.m. to 7:30 p.m. during two designated days. These two dates, if scheduled, will serve as one compensatory day, the Wednesday immediately preceding Thanksgiving.

C. Duty-Free Lunch

Each teacher shall be afforded a 30-minute duty-free lunch period between 10:20 a.m. and 12:30 p.m. each day. The Administration and a teacher may agree, on a case-by-case basis, that a teacher will have their lunch period scheduled as early as 10:00 a.m.

D. Ohio ACTE Annual Conference

Teachers who are members of the Ohio Association for Career and Technical Education ("OACTE") electing to attend the OACTE Annual Conference may do so on one (1) of the two (2) days mutually arranged between the teachers and their immediate supervisors as provided in Section A, above. The board will reimburse for expenses as per board policy.

E. Extended Service

The board will pay the contracted per diem rate to teachers for extended service beyond the 184-day school year. Extended service/extended programming days must be preapproved by board action and the actual days agreed to with the teacher's supervisor. Extended service/extended programming days may be granted for program and curriculum development, program/cluster team meetings, home visits, job placement and coordination, lab set-up or closing, ordering supplies, or other instructional activity deemed necessary by the supervisor and teacher. In all cases a specific written plan with stated objectives will accompany the request for extended service. It is the teacher's responsibility to submit a timesheet to the supervisor within 60 days of completion of extended service days worked.

1. Any teacher requesting extended service/extended programming days must submit a Request for Extended Service Form to his/her supervisor. The request form will list the number of days being requested, the rationale for need, number of students being served, measurable objectives which will be accomplished through extended service and target dates for completion of these objectives.
2. The number of extended service/extended programming days must be mutually agreed upon by the teacher and supervisor. If no agreement can be reached, the decision will be made by a review committee comprised of two (2) representatives appointed by the association president and two (2) representatives appointed by the superintendent. The teacher and the supervisor have the right to present their case in person to this review committee. Should the review committee be unable to reach an agreement, the final decision will be made by the superintendent.

3. Request for Extended Service Forms may be submitted to supervisors beginning April 1 each school year. Each teacher who has submitted a request form by May 1 will be notified of the number of days to be recommended for board approval by June 1.

ARTICLE XI - WORKING CONDITIONS

A. Class Size

1. The board agrees to make every endeavor to maintain classes at the maximum of 25 pupils per class.
2. If more than 50% of the students in a class have IEP's, the teacher may request a meeting with the supervisor and VOSE coordinator to create a plan for assistance, which may include the services of a teaching assistant, the assistance of another teacher, professional development activities, or the purchase of specialized equipment or materials. The plan for assistance shall be agreed upon by the teacher, the supervisor, and the VOSE coordinator.
3. No teacher will be required to assume another teacher's regular teaching duties without the permission of the teacher.

B. Preparation Period

All teachers shall be entitled to one (1) preparation period daily. The length of a preparation period is determined by the length of one (1) regular class period on the daily schedule.

C. Assignment

1. Teachers will keep their current assignments unless they are notified no later than June 15, except where a resignation or other unforeseen action, i.e., change in enrollment, results in a changed assignment. In such case, a teacher should be notified of a change in assignment as soon as feasible. If the change is voluntary, the most senior teacher in the area to be reassigned will be given priority whenever implementation is practical. In addition, if there is a need for an involuntary change in assignment, the least senior teacher in the area of reassignment will be reassigned whenever implementation is practical.
2. In the event of a single laboratory assignment, teachers may be assigned other duties (teaching and/or nonteaching) not to exceed 5¼ hours of student contact time daily.
3. Career-technical programs will not be combined without the agreement of the career-technical teacher. Level I and Level II career-technical students will not be combined in program laboratories except where building space, financial considerations, or teacher expertise is an issue, or when the career-technical teacher is in agreement. Should it be necessary to combine Level I and Level II students in the program laboratory, the following will occur:
 - a. The teachers involved in the career-technical program will meet with their supervisor prior to the end of the school year preceding such action or as

soon as possible if the decision is made after the end of the year to discuss and develop a plan of implementation.

- b. Extended service may be granted up to five (5) days to develop a plan, with the assistance of the immediate supervisor, to insure a viable educational experience for all students in all programs involved without unduly burdening the affected teachers.
- c. A teaching assistant with expertise in these career preparation programs may be used on a rotating basis to assist in the programs involved. The "Request for Proposal" process must be used. See Addendum # 1 to this Agreement.
- d. In the event of a schedule change after June 15, the supervisor will consult with the reassigned teachers as soon as possible to ensure the appropriate materials and supplies are ordered. Supervisors are responsible for ordering materials requested by the reassigned teacher.

D. Program Change or Elimination

1. When a program elimination or structural change to a program is being considered, the superintendent and/or director and the program supervisor shall meet with the affected program team and association representative(s) as appointed by the association president. The purpose of this meeting will be to discuss contemplated program structural changes and/or elimination for the upcoming school year before the final decision is made. This meeting shall take place prior to April 30 of the school year preceding the school year in which the change and/or elimination is to take place.
2. When program elimination or structural changes occur after April 30, the above-stated meetings shall take place as soon as possible.
3. If structural changes to a program involve the relocation of a program, the most senior teacher affected by the change shall receive first consideration for the assignment.

E. Duty Assignments

The board shall establish an equitable basis for implementing duty assignments. The need for duty assignments shall be minimized to the extent that lab teachers with two (2) lab assignments daily will not have duty. The duty assignment schedule shall be established as early as possible but no later than August 10. The association president or association designee shall review the duty assignment schedule, and the results of the review shall be relayed to the director no later than August 15. Scheduling shall be the responsibility of the Administration. However, any inequities in the schedule shall be revised by the administration and resubmitted to the association executive committee and/or designee no later than one week prior to the fall semester. Every effort will be made to keep duty to a minimum.

F. Field Trips/Career-Technical Youth Activities

It is agreed that field trips, off-site learning experiences and career-technical youth activities involving students and teachers are an important part of the educational process. In order to promote learning and safety there will be adequate supervision. The number of chaperones necessary will be mutually agreed upon between teachers and supervisors.

G. Youth Activities

It is agreed that teachers have an awareness and a responsibility to share sponsorship of student clubs and related activities. When possible, the non-contracted responsibilities will be assigned no later than October 1 of each school year. Every effort will be made to assign teachers to clubs of their current classroom students.

H. Open Houses

The board may schedule up to two (2) open houses per year. If the Board holds two open houses, one of the two will be the Back-to-School Night in August. Open houses will be scheduled during a week day. Teachers will be on duty during open houses to confer with parents, students, and prospective student and parents and the general public.

If the Board holds a "Back-to-School Night," secondary education main campus teachers who are in attendance shall receive a stipend of \$100. "Back-to-School Night" will be scheduled within seven (7) days prior to the first day of school for the students.

The foregoing applies solely to open houses and does not make mandatory any other evening or weekend meetings and/or activities except as mandated by this contract.

I. Faculty Meetings

1. Secondary Education Staff

In order to minimize the number of faculty meetings, up to 10 faculty meetings, including superintendent's updates and departmental meetings, shall be scheduled during the school year. The dates of these meetings will be provided on the opening day of school, except in cases of emergency or extenuating circumstances. Announcements of emergency or extenuating circumstances meetings shall be made by 10:00 a.m. of the day preceding the meeting. Meetings shall not exceed 45 minutes, ending by 3:15 p.m. This does not include opening day, recordkeeping day or team and cluster meetings.

2. Satellite Education Staff and Adult Education Staff

In order to minimize the number of faculty meetings, up to 4 faculty meetings, including superintendent's updates and departmental meetings, shall be scheduled during the school year. The dates of these meetings will be provided on the opening day of school, except in cases of emergency or extenuating circumstances.

Announcements of emergency or extenuating circumstances meetings shall be made by 10:00 a.m. on the day preceding the meeting. Meetings shall not exceed 45 minutes, within the staff work day. This does not include opening day, recordkeeping day or team and cluster meetings.

J. In-Service

In-service days, as set forth in the calendar, shall be mutually planned by the administration and the president of the association or his/her designee.

K. Vacancies

1. It is agreed that the administration will notify the teachers of bargaining unit vacancies as they occur. Such notification will be made electronically through E-mail.
2. Postings shall be a minimum of seven (7) days prior to any anticipated date for applicant interviews. Internal applicants may interview during the posting period. During the months when school is not in session, notices will be mailed to all teachers as soon as the vacancy occurs.
3. There shall be no transfer or reassignment prior to the posting of a vacant position or, where applicable, prior to the acceptance or rejection of recall rights by a teacher affected by a reduction in force.
4. Teachers who apply for a vacancy will be interviewed and given consideration except where the position has been filled through recall from a reduction in force. In order to promote professional growth, the teacher not granted the position may ask for a meeting to discuss why the position was not offered to the teacher.

L. Resident Educator/Mentoring Program

1. The mentoring program provides quality assistance for newly hired teachers to the District. This program shall be in compliance with the Ohio Department of Education Resident Educator Program standards. The mission of the program is to make the transition into teaching at Greene County Career Center as successful as possible. Newly hired teachers with previous teaching experience shall participate in this program for a minimum of one (1) year with continued participation in the program at the option of the director. Newly hired teachers with no previous teaching experience shall participate in this program for a minimum of four (4) years per ODE Resident Educator Program standards. Specific goals include:
 - a. To assist newly hired beginning teachers in obtaining their licensure.
 - b. To assist in the integration of all newly hired teachers into Greene County Career Center by providing orientation to the operations, procedures, discipline philosophy, and classroom management expectations of the district.

- c. To offer opportunities for professional growth and renewal of skills for the mentor teacher by association with new teachers, other mentor and experienced teachers, and professional development related to education.

To have a positive impact on retention of teachers in the teaching profession through encouragement and the provision of experiences for the development of successful teaching skills.

2. Resident Educator Coordinators/Mentors will be selected from teachers who have submitted an application during the month of April. The selection team must include but is not limited to the director, at least one (1) supervisor, and former mentor teachers. There will be two (2) mentors. Each will serve a two-year term ending alternating years.
3. The requirements for the position of resident educator coordinator/mentor teacher include:
 - a. Minimum of five (5) years teaching experience, at least three (3) of those years will have been at Greene County Career Center.
 - b. Evidence of professional growth during the last three years.
 - c. Recommendations by peer teachers and leadership staff.
 - d. Successful completion of resident educator mentor training or commitment to complete such training.
 - e. Positive performance evaluations.
 - f. Any other requirements established by ODE for Resident Educators.
4. The responsibilities of the resident educator mentor/mentor teacher include:
 - a. Orientation in general to the school operations and procedures.
 - b. Attendance at training sessions and workshops during the summer and during the school year, including weekends.
 - c. Observations of new teachers and experienced teachers (at their request).
 - d. Conduct scheduled meetings with newly hired teachers on a monthly basis for the discussion of current and pertinent issues.
 - e. Availability on a regular basis for meetings, collaborations, guidance and counseling.
 - f. Orientation of experienced teachers as professional partners.

- g. Any other responsibilities established by ODE, for the Resident Educator program.
5. Extended service days at the per diem rate will be approved for required workshops and meetings.
 6. Up to two (2) days of release time per quarter as agreed upon by mentor teacher and director will be provided to mentor teachers for observing, conferencing, planning and preparing of mentoring activities.
 7. The mentor program will be supervised by the director.
 8. Resident Educator Coordinators/Mentor teachers will be notified by the administration as soon as possible by e-mail of any newly hired teacher.
 9. All new teachers will be required to attend up to three (3) days of in-service with resident educator coordinators/mentor teachers prior to the first week of the school year if the date of hire permits.
 10. Resident Educator Coordinators/Mentor teachers are required to submit documentation of all mentoring activities performed during the school year to the director on or before June 1 of each school year.
 11. A professional partner will be selected for each newly hired teacher during their first year at the Career Center. The mentors, in collaboration with the director, will select an appropriate professional partner for the new teacher. Criteria for qualifying as a professional partner include a minimum of three years' teaching experience, evidence of recent professional growth, and positive performance evaluations.
 - a. Responsibilities of the professional partner include:
 - i. Helping the newly hired teacher with orientation to the job assignment.
 - ii. Assisting the newly hired teacher with day-to-day routines.
 - iii. Assisting the newly hired teacher with developing their classroom management plan.
 - iv. Being a valuable resource for information regarding Career Center procedures.
 - v. Meeting with the newly hired teacher on a regular basis to include occasional meetings scheduled by the mentors.
 - b. The professional partner will receive a stipend of \$200 with approved documentation of a minimum of 10 hours of time spent fulfilling the responsibilities of the position. Each additional documented hour, up to 20 hours, will be paid at a rate of \$20 per hour (\$600 maximum). Said documentation shall be submitted to the director on or before June 1 of each

applicable school year. Extended service days at the per diem rate will be granted for pre-approved workshops and meetings.

M. School Environment

The board along with the staff has the responsibility to provide a safe working environment in which learning is given the highest priority for teachers and students. To this end, violations of the GCCC Student Code of Conduct regarding drug, tobacco, and/or alcohol use, weapons, assaults, threats (blatant or implied) or the use of abuse (verbal or physical) will not be tolerated. It is everyone's responsibility to help maintain order in school.

N. BCII Report

In the event it is necessary for the board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the board of a report from the bureau of criminal identification and investigation (BCII) that is not inconsistent with the teacher's answers to questions on the job application.

1. In such event, if a report is subsequently received from the BCII that is inconsistent with the teacher's answers to questions on the job application, the teacher shall be notified in writing by certified mail or personal service. If the teacher does not deny the accuracy of the BCII Report within five (5) days, the action of the board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.16 to formally terminate such teacher's contract of employment.
2. If a teacher denies the accuracy of the BCII Report but has not yet obtained a certificate/license, that teacher shall immediately be placed on leave without pay but with benefits for a period of up to 45 days. If within that 45-day period the board receives a corrected report from BCII that is not inconsistent with the teacher's answers to questions on the job application and the teacher obtains a certificate, the teacher shall be returned to duty with back pay to resume his/her contract status in effect as of the beginning of such leave.
3. If a teacher who holds a certificate/license denies the accuracy of the BCII Report, that teacher shall continue to be employed provided that the board receives a corrected report from BCII within 45 days that is not inconsistent with the teacher's answers to questions on the job application.
4. If within the 45-day periods mentioned in sections (N)(2) and (N)(3) above the board does not receive a corrected report from BCII that is not inconsistent with the teacher's answers to questions on the job application, the action of the board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.16 to formally terminate such teacher's contract of employment.

O. Needs of Special Education Students

1. The administration, through the special education staff, shall notify each teacher of all IEP students assigned to their classes at the beginning of the school year or when the IEP is finalized or is changed. The current IEP for each student will be available electronically or through special education staff.
2. Career-technical laboratory teachers shall be invited to participate in the IEP process for students who have applied to enroll in those teachers' career-technical programs. Regular education teachers shall be invited to participate in the IEP process for students to whom they are providing instruction. At the request of the regular education teacher, a conference may be held with the appropriate VOSE coordinator to examine the student's IEP. At least one special education teacher and one regular education teacher for the IEP student shall serve on the IEP team, unless the teacher is excused from attendance pursuant to federal law or regulations.
3. The regular education teacher may consult with the appropriate VOSE coordinator to discuss the need for an IEP meeting based on the regular education teacher's concerns. The VOSE coordinator will determine whether it is necessary to reconvene the IEP team.
4. When necessary, the administration may require/authorize collaboration time for special education and regular education teachers during the normal workday. One professional development day may be approved annually by the director for a regular education teacher to receive training that relates to the education of students with IEP's. The cost of this training will be borne by the board.

P. Student Discipline and Special Education

The board acknowledges that student discipline and special education issues have a major impact upon the day-to-day activities of teachers. To this end, representatives of the board and the association are committed to engaging in open, structured dialogue on these issues, reviewing the current application of board policy on these issues, and revising, if necessary, such policy.

ARTICLE XII - REDUCTION IN FORCE

A. Definition

Reduction In Force ("RIF") is the elimination of or reduction of a bargaining unit position.

B. Procedure

In case of a necessary reduction in teaching staff because of decreasing enrollment during the life of this contract, or return to duty of teachers after leaves of absence, or abolishment of a position or inadequate funding, the following procedures will be followed in making the reduction:

1. The board will suspend contracts in accordance with the recommendation of the superintendent who shall determine the curricular area, subject, grade level and/or programs that will lose positions as well as the date that such reductions will be necessary. Every reasonable effort will be made to reduce staff through normal attrition (retirement, reassignment, etc.) where possible. In making such reductions, preference shall be given to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

For the 2012-2013 and 2013-2014 school years only, teachers will be considered to have comparable evaluations unless they are on an improvement plan or are considered "Ineffective." The preceding sentence shall automatically expire on June 30, 2014.

The association president will be notified of the reasons for the RIF and of the positions being considered for possible elimination for the following year by April 30 or earlier.

No transferring or reassignments shall occur ninety (90) days prior to any reduction in force.

2. The superintendent shall prepare a seniority list for the bargaining unit indicating the type of contract, the date of hire and the area(s) of certification/licensure for each bargaining unit member. The list shall begin with the most senior teacher with a continuing contract and proceed to the least senior teacher with a limited contract.

Seniority shall be based on the following criteria:

- a. Teachers with continuing contracts will be listed by the length of continuous service with the district commencing from each teacher's date of hire under a regular contract.

- b. Teachers with limited contracts will follow continuing contract teachers and will be listed by the length of continuous service with the district commencing with each teacher's date of hire.
- c. Seniority for part-time teachers shall be calculated by converting accumulated working hours into teaching days and/or years as defined by the terms of this agreement.
- d. Time spent on approved leaves of absence or any other board approved leave shall not constitute a break in continuous service but will not increase it except for military leave. A teacher's seniority shall be broken upon termination or nonrenewal of contract.
- e. In the event that two (2) or more teachers have the same date of hire and hold the same type of contract, the following procedure will prevail:
 - 1. Date on school district employment application form, date of written notification of interest or the date of interview, whichever comes first.
 - 2. If a tie occurs as a result of the application of Criterion #1, then each teacher's number of years of total certified/licensed teaching experience inside and outside the district.
 - 3. If a tie occurs as a result of the application of Criteria #1 and #2, then straws will be drawn.

The association president shall be provided with a copy of the seniority list ten (10) days prior to December 1 of each school year. The list will be posted electronically no later than December 1 of each year. Any teacher who objects to the seniority list must notify the association president and the superintendent of the objection in writing within thirty (30) days after the list is posted; otherwise, any objection to the list as posted shall be waived until the seniority list is posted during the next school year. The superintendent shall investigate all reported inaccuracies, make such adjustments as may be in order, and post the updated seniority list immediately.

The date for each bargaining unit member on the seniority list will be grandfathered as per the list in effect June 30, 1998.

- 3. Restoration: Teachers whose contracts were suspended because of a necessary reduction in staff shall be re-employed within their areas of certification/licensure on the basis if positions become vacant or are created within 27 months from the date of the teacher's last day of work. Notification to recall an employee shall be by certified mail, return receipt requested.
 - a. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

For the 2012-2013 and 2013-2014 school years only, teachers will be considered to have comparable evaluations unless they are on an improvement plan or are considered "ineffective." The preceding sentence shall automatically expire on June 30, 2014.

- b. The board shall notify the association president of any recall notice.
- c. Failure to respond to a recall notice within seven (7) days of notification of posting shall constitute a rejection of the recall. The board shall mail a recall notice by certified mail to the affected teacher at the teacher's last known address that is on file with the treasurer. It shall be the teacher's responsibility to keep the treasurer informed of any address change, either temporary or permanent, that occurs during the period of layoff.
- d. Rejection of recall will result in removal from the recall list and the forfeiture of future recall rights.

4. Exclusions

Service rendered beyond the normal work year shall not be considered toward accumulated seniority.

ARTICLE XIII - SEVERABILITY

This contract supersedes and prevails over all statutes of the State of Ohio, except as specifically set forth in O.R.C. 4117.10(A), and otherwise, to the extent permitted by law. However, should any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated; but all other provisions of the contract shall remain in full force and effect.

ARTICLE XIV – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (“LPDC”) has been established for the purpose of determining whether the coursework taken by any teacher meets the requirements of state board of education standards for license renewal. The LPDC will update the format for Individual Professional Development Plans (“IPDP”) as necessary and shall oversee and review coursework, continuing education units, and/or other equivalent activities.

B. Committee Composition and Selection

1. Except as provided in Subsection (b)(2), below, the LPDC shall be comprised of seven (7) members as follows:
 - a. Four (4) practicing teachers employed by the board appointed by the association pursuant to the constitution and bylaws of the association who are representative of various teaching disciplines.
 - b. Three (3) administrators employed by the board and appointed by the superintendent.
 - c. To insure there are enough members to meet the quorum requirement, a member-at-large should be appointed by each side. The member-at-large should be a former committee member and would only be called upon on an “if needed basis.” The member-at-large shall not receive any compensation.
2. Temporary appointment of additional administrator member:
 - a. In the event that the LPDC meets to review or vote upon whether coursework taken by an administrator meets the requirements of state board of education standards for license renewal and at the request of one (1) of the administrator members of the LPDC, one (1) of the four (4) teacher members shall be temporarily excused from the LPDC and shall be temporarily replaced by one (1) additional administrator member who shall be appointed by the superintendent. The association shall determine which teacher member shall be temporarily excused.
 - b. When the LPDC concludes its review of the administrator’s coursework, the temporarily appointed additional administrator member shall be excused from the LPDC and the temporarily excused teacher member shall be reinstated to the LPDC.
3. In the event of a vacancy on the LPDC, the former committee member shall be replaced according to the selection criteria above. A member appointed to fill a vacancy occurring prior to the expiration date of the predecessor’s term shall hold office for the remainder of that unexpired term only.

4. In the event a committee member is not fulfilling the member's duties on the LPDC, the member may be removed for just cause by a majority vote of a quorum of the LPDC. A person will be appointed to fill the vacancy created by a removal according to the selection criteria above. A member appointed to fill a vacancy on the LPDC caused by a removal occurring prior to the expiration date of the removed member's term of office shall hold office for the remainder of that unexpired term only.

C. Compensation

The chairperson shall receive an annual stipend of \$1,100 for serving on the LPDC. Other committee members shall receive an annual stipend of \$700 for serving on the LPDC. This stipend shall be paid at the final pay of the school year. Members serving less than one (1) year on the LPDC shall receive a prorated stipend.

D. Guidelines

1. The LPDC shall keep records of its meetings (minutes), decisions, and recommendations. Copies of such records shall be maintained in the office of the treasurer. Clerical and recordkeeping assistance shall be provided by the board.
2. The LPDC shall not have authority to revise, change, delete, or modify any article/provision of the collective bargaining agreement or any state law or regulation.
3. In the event of legislative action by the Ohio General Assembly that impacts in any way on the subject matter of the LPDC, the association and the board agree to reconvene bargaining to make the appropriate adjustments, if any.

ARTICLE XV - EDUCATIONAL REFORM INITIATIVES COMMITTEE

- A. Education is a dynamic process and the Greene County Career Center is a dynamic institution. The Educational Reform Initiatives Committee (ERIC) will serve to evaluate new educational reform initiatives and the means of implementation that may require changes in the negotiated agreement.
- B. The ERIC will be established by November 1 of each year. The ERIC will be composed of three (3) bargaining unit members appointed by the association president and three (3) administrators, which would include the director.
- C. The focus and authority of the ERIC shall be to evaluate proposals for deviations from the negotiated agreement and changes in wages, hours, terms, or other conditions of employment.
- D. Any staff member may formally present ideas to the ERIC on any topic that could potentially result in changes in wages, hours, terms, or other conditions of employment.
- E. The areas of the negotiated agreement where deviation can be considered are as follows:
 - 1. Article X - Work Year and Work Day
 - 2. Article XI - Working Conditions
- F. The qualifiers for processing ideas are as follows:
 - 1. The cost to the district is within the school budget;
 - 2. Must meet the criteria of promoting efficient and effective learning environments that are consistent with the goals and initiatives as set forth in the district's strategic plan.
- G. The ERIC will review all ideas and seek additional resources where helpful. Prior to making recommendations to the staff as a whole, the ERIC will have reached consensus regarding proposed deviations from the negotiated agreement. Each deviation will be presented in writing to the superintendent and president of the association through a representative of the ERIC. At this step, either the superintendent or the association may reject the proposal for deviation.
 - 1. All recommendations that require deviation from the current negotiated agreement, if affirmed by the superintendent and association executive committee, shall be brought to the staff as a whole for discussion.
 - 2. Prior to any waivers for contract deviation being instituted, a sample ballot stating the full language changes, duration of changes, and explanations of the changes will be provided to the association and board. The association and board may accept or reject the recommendations as stated on the ballot through a vote. The association vote may be monitored by the association representatives on the ERIC.

A majority affirmative vote of those board and association members voting shall be required to deviate from any item or provision found in the negotiated agreement.

- H. Two representatives of the board and two representatives of the association will meet annually to evaluate the ERIC process.

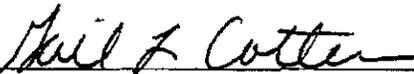
ARTICLE XVI - DURATION

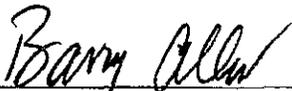
This Agreement constitutes the entire agreement between the parties and no verbal statement of past practices shall supersede any of its provisions. The board and the association agree that neither party is obligated to negotiate any matter during the term of this Agreement except as may be required by compliance with O.R.C. Chapter 4117.

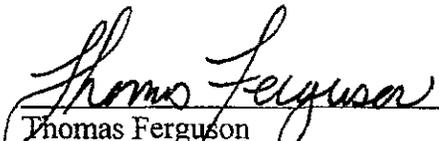
This Agreement between the board and the association shall be in effect from July 1, 2012 through June 30, 2014, at which time it shall expire.

Signed this 24th day of MAY, 2012, by the parties.

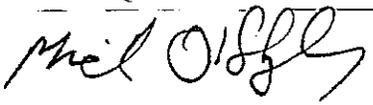
FOR THE ASSOCIATION:


Gail Cotterman, President

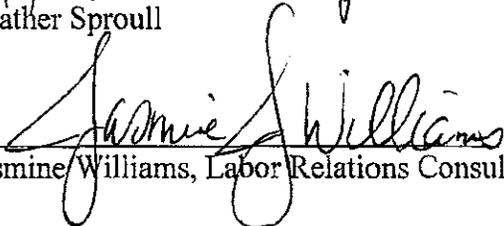

Barry Allen


Thomas Ferguson


Maureen Quinn

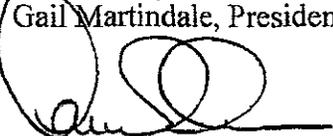

Michael O'Shaughnessy

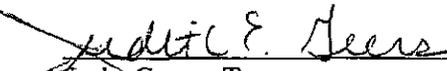

Heather Sproull

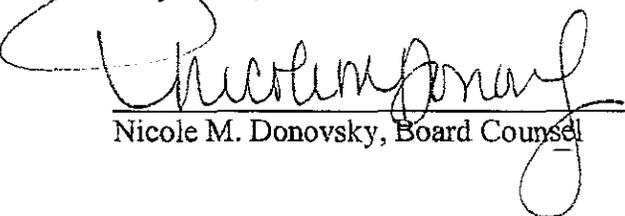

Jasmine Williams, Labor Relations Consultant

FOR THE BOARD:


Gail Martindale, President


Dan Schroer, Superintendent


Judy Geers, Treasurer


Nicole M. Donovan, Board Counsel

ADDENDUM #1

REQUEST FOR PROPOSALS – TEACHER ASSISTANTS

1. It is agreed that the principle of teacher assistants is supported by all parties. In career-technical programs where teacher assistants are needed, the career-technical teacher(s) shall submit a proposal detailing the following:

- a. Basis for Need

Nature of work in laboratory. Does your laboratory constitute a “heavy equipment” area and/or high technology? Is there a “more than average” chance that unskilled workers could endanger themselves or others within the laboratory? Are students consistently working on a rotation plan which requires each student or pair of students to be working on different projects in separate sections of the lab?

Size and configuration of laboratory. Is your laboratory laid out in such a way as to make it extremely difficult or impossible to observe student activities from any one location in the lab? If you are working with one group of students, is the rest of the class within your range of vision? Is stationary equipment placed in such a way as to make it impossible or impractical to redesign your lab so that you might better observe student behavior? Does the course of study require that students be in adjoining, but separate, facilities at the same time? Would more careful planning or minor modifications to facilities correct your cause for concern?

Philosophy of the program. Do your students sit or stand when they work? Are you in constant motion or relatively stationary when observing and assisting students? Is peer tutoring a possibility? If not, why not? Are your students engaged in producing a salable or useable product? Do all students do the same type of work? Is there evidence of a competency-based curriculum? Is your program usually “on display” to guests and visitors? Can you continue to teach with minimal disruption when observers enter the laboratory? Is there evidence of individualized instruction? Do your students require immediate feedback on lessons taught in the laboratory?

Number of students - describe your student population. Do you have maximum or near-maximum enrollment? How many of your students are identified as developmentally handicapped? How many are learning disabled? How many are classified as disadvantaged? What is the range of student abilities (i.e., gifted and handicapped in the same class)?

- b. Statement of duties and responsibilities. What will the assistant be doing? Will s/he be actively engaged in assisting students? What delineation is used to determine teacher responsibilities from assistant responsibilities? Will s/he be responsible for students in the absence of a teacher? Will all laboratory activities be able to be continued with only the assistant present? What precautionary measures are in place to minimize liability for the assistant, the teacher, and the district? Will the assistant be responsible in any way for evaluation of students?

What amount of time per day do you perceive needing the assistant? In what responsibility besides laboratory duties would you wish to have the assistant engage?

2. Proposals should be submitted by a team of teachers to serve an entire cluster (i.e., drafting, machine trades, or welding, if applicable). See your supervisor if you are not certain with whom you are clustered.

Each proposal should attempt to show optimal use of the assistant. It should be noted that assistants may be assigned other duties as deemed necessary by the secondary director.

3. If approved, each proposal shall be evaluated on an annual basis to determine if it should be continued.

The proposal shall be submitted to the supervisor. The teacher(s) and supervisor will meet to discuss the proposal. Upon agreement on the proposal, the proposal will be forwarded with the supervisor's recommendation to the director and superintendent. Upon agreement on the proposal, the superintendent will recommend acceptance of the proposal to the Board of Education providing the proposal does not constitute a financial hardship on the Board of Education.

GRIEVANCE FORM

Distribution of Form:

Step I. Immediate Supervisor/
Director

Step II. Superintendent

Step III. Arbitration

Grievance # _____ - _____

NAME OF GRIEVANT _____ DATE FILED _____

A. Date cause of grievance occurred _____

B. An informal grievance was discussed with _____

on _____, 20____ and was not resolved.

C. Statement of Grievant _____

D. Specific Articles(s) and section(s) claimed to be violated: _____

E. Relief Sought: _____

Signature of Grievant Date

STEP I

RECEIVED BY _____ DATE _____

DISPOSITION OF IMMEDIATE SUPERVISOR/DIRECTOR: _____

Signature Date

STEP II

RECEIVED BY _____ DATE _____

DISPOSITION OF SUPERINTENDENT _____

Signature Date

STEP III - BINDING ARBITRATION

NOTIFICATION TO SUPERINTENDENT

Signature Date

FAX REQUESTS WITH PAYMENT INFORMATION to (202) 606-3749; Phone (202) 606-5111 DATE: _____
If you fax, do not forward a hard copy You may file this form electronically at: www.fmcs.gov

1. EMPLOYER
Company Name: _____
Representative Name: (Last) _____ (First) _____ (Initial) _____
Street: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____
E-mail: _____

2. UNION
Union Name: _____ Local # _____
Representative Name: (Last) _____ (First) _____ (Initial) _____
Street: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____
E-mail: _____

3. Site of Dispute: City _____ State _____ Zip Code: * _____
*Required for Metropolitan Selection

4. Select the panel of arbitrators from below or see "Special Requirements" on page 2.
 Regional Sub-Regional Metropolitan (125 mile radius from site of dispute. May cross state boundaries.)

5. Type of Issue: _____

6. Panel Size: _____ A panel of (7) names is usually provided. If this is a unilateral request, you must attach your relevant contract language which specifies a different number or "certify" on Page 2 that both parties have agreed to the number specified.

7. Type of Industry: Private Sector State or Local Government Federal Government

8. Payment Options: \$50.00 per panel OR \$30.00 IF FILED AT WWW.FMCS.GOV
 Check or Money Order ABA Routing Number: _____ Checking Acct. #: _____
(SEE DISCLOSURE STATEMENT ON PAGE TWO IF PAYMENT IS BY CHECK.)
 Check to split payment evenly
 VISA MASTERCARD AMERICAN EXPRESS DISCOVER PREPAID ACCOUNT
Name (1): _____ Paid by: Union Employer Amount: _____
Card Number: _____ Expires: Month: _____ Year: _____
Name (2): _____ Paid by: Union Employer Amount: _____
Card Number: _____ Expires: Month: _____ Year: _____
ALC for Federal Agencies: ALC # _____ Prepayment # _____

9. Signatures Employer _____ Union: _____

PAPERWORK REDUCTION ACT NOTICE: The estimated burden associated with this collection of information is 30 minutes per respondent. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be sent to the Office of General Counsel, Federal Mediation and Conciliation Service, 2300 K Street, NW, Washington, DC 20427 or the Paperwork Reduction Project (3076-0002), Office of Management and Budget, Washington, DC 20503

REQUEST FOR ARBITRATION PANEL

SPECIAL REQUIREMENTS

Note: ALL requests on this page must be "CERTIFIED" as jointly agreed AND signed below.
Requests on this page will NOT be honored without proper certification.

- Select panel from Nationwide
- EXPEDITED ARBITRATION under FMCS Procedures
(See FMCS Arbitration Policies and Procedures, Subpart D, Section 1404.17 for specific requirements for Expedited Arbitration.)

ORGANIZATIONS or CERTIFICATIONS:

Attorney AAA (American Arbitration Assoc.) Industrial Engineer NAA (National Academy of Arbitrators)

SPECIALIZATIONS:

Industry Specialization: _____

Issue Specialization: _____

ADDITIONAL REQUIREMENTS: (For example, geographical restrictions, exclusions of arbitrators)

A panel will be sent based upon the request of a single party. If "Special Requirements" are listed or "Expedited Arbitration" is requested, you MUST certify that all parties jointly agree to these requests. This also applies to additional panel requests. If your contract contains these "Special Requirements," including "Expedited Arbitration," submit a copy of the relevant contract language only. A submission of a panel should not be construed as anything more than compliance with a request and does not reflect on the substance or arbitrability of the issue(s) in dispute.

I certify that the above is jointly agreed.

Signature: _____ On behalf of: Union Employer

NOTICE TO CUSTOMERS MAKING PAYMENT BY CHECK

Authorization to Convert Your Check: If you send us a check to make your payment, your check will be converted into an electronic fund transfer. "Electronic fund transfer" is the term used to refer to the process in which we electronically instruct your financial institution to transfer funds from your account to our account, rather than processing your check. By sending your completed, signed check to us, you authorize us to scan your check and to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process your original check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours, which is faster than a check is normally processed. Therefore, make sure there are sufficient funds available in your checking account when you send us your check. If the electronic fund transfer cannot be completed because of insufficient funds, we will not resubmit the check information for electronic fund transfer. Your bank may charge you a fee for insufficient funds.

Transaction Information: The electronic fund transfer from your account will be on the account statement you received from your financial institution. However, the transfer may be in a different place on your statement than the place where your checks normally appear. For example, it may appear under "other withdrawals" or "other transactions." You will not receive your original check back from your financial institution. For security reasons, we will destroy your original check, but we will keep a copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your account statement was not properly authorized or is otherwise incorrect. Consumers have protections under a Federal law called the Electronic Fund Transfer Act for an unauthorized or incorrect electronic fund transfer.

Pay Dates

<u>Pay Dates</u> <u>2012-2013</u>	<u>Pay Dates</u> <u>2013-2014</u>
7/13/2012	7/5/2013
7/27/2012	7/19/2013
8/10/2012	8/2/2013
8/24/2012	8/16/2013
	8/30/2013
9/14/2012	9/13/2013
9/28/2012	9/27/2013
10/12/2012	10/11/2013
10/26/2012	10/25/2013
11/9/2012	11/8/2013
11/23/2012	11/22/2013
12/7/2012	12/6/2013
12/21/2012	12/20/2013
1/4/2013	1/3/2014
1/18/2013	1/17/2014
	1/31/2014
2/1/2013	2/14/2014
2/15/2013	2/28/2014
3/1/2013	3/14/2014
3/15/2013	3/28/2014
3/29/2013	
4/12/2013	4/11/2014
4/26/2013	4/25/2014
5/10/2013	5/9/2014
5/24/2013	5/23/2014
6/7/2013	6/6/2014
6/21/2013	6/20/2014

Health Insurance Summary of Benefits

Health Plan Type	High Deductible-Health Savings Account (HSA) Plan
Benefit Summary	Network Single/Family
Office Copay (PCP/SPC)	\$30/\$60 Per Visit
Other Copays (IP/ER/UC)	N/A/\$200/\$100
Deductible	\$2,000/\$4,000
Coinsurance	100%
Out-of-Pocket	\$,3000/\$6,000
Pharmacy	\$10/30/50
	Out of Network Single/Family
Deductible	\$4,000/8,000
Coinsurance	80%
Out of Pocket	\$8,000/16,000
Rates	Three Tiered Rates
Monthly Premium	Employee
	Employee + 1
	Employee + Family

SICK LEAVE FUND DONATION FORM

Name of Donor(s)

Number of Days Donated (maximum 2 per donor)

Name of Donee(s)

Num

ber of Days Received

I certify that the donor(s) listed above have given their consent for the donation and that the donee(s) have met criteria set forth in the purpose statement under the sick leave fund provision of the Negotiated Agreement.

President, Greene County Career Center
Education Association

Date

TUITION REIMBURSEMENT REQUEST - CERTIFIED

The Board shall reimburse a teacher 60% tuition cost not to exceed fifteen (15) quarter hours or ten (10) semester hours (in any school year) toward the cost of attending college subject to the following provisions:

- 1. A bargaining unit member must work thirty (30) hours or more per week to be eligible for this benefit.
2. Courses must be offered by an accredited college or university except for workshops offered in specialized career-technical areas.
3. Courses of equivalent training such as workshops must be in the teaching field.
4. All tuition reimbursement requests must be submitted to the superintendent for approval on the designated tuition reimbursement request form prior to the start date for each course.
5. To be eligible, the teacher must submit evidence of grade "B" or better or a "P" in a preapproved pass/fail course upon completion of said course (s).
6. Before reimbursement is made, both a receipt (attached to the tuition reimbursement request form) showing payment for tuition cost and a transcript documenting satisfactory completion of the course must be submitted to the Superintendent's Administrative Assistant. Reimbursement will then be made within 30 days.
7. Teachers receiving tuition reimbursement who elect to leave employment with the Board within one (1) year of course completion shall repay the Board the full amount of the reimbursement. Teachers having been employed by the Board for five (5) or more years are exempt from repayment to the Board.

EMPLOYEE/COURSE INFORMATION
Course ending in 20__ - 20__ School Year

Employee Name _____

College/University _____

Course No. ____ Course Title _____ No. Quarter Hours ____ /Semester Hours ____

Course No. ____ Course Title _____ No. Quarter Hours ____ /Semester Hours ____

Course No. ____ Course Title _____ No. Quarter Hours ____ /Semester Hours ____

Start Date ____/____/____ End Date ____/____/____ Tuition Cost Per Credit Hour \$ _____

(Use separate form for different course start/end dates)

(School fee schedule attached)

Employee Signature _____ Date Requested _____

SUPERINTENDENT'S ACTION

Date Form Received ____/____/____ No. of Quarter/Semester Hours Previously Approved _____

No. Quarter/Semester Hours Requested _____ Approved [] Not Approved []

Superintendent's Signature _____ Date ____/____/____

For Office Use Only
Date signed copy to employee ____/____/____ Date all required reimbursement documentation received ____/____/____
(This form [] Paid receipt [] Official transcript [])

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Greene County Vocational School District ("Board") and the Greene County Career Center Education Association ("Association") is intended to set forth certain terms and conditions agreed upon between the Board and the Association, as set forth below:

- 1) The MOU citing the Teacher Evaluation Committee is hereby updated as follows:
 - a) The Board and Association in accordance with meeting the changes that accompany Ohio H.B. 153 agree to voluntarily pilot the new teacher evaluation instrument and procedures approved by the Teacher Evaluation Committee for the 2012-13 school year only.
 - b) In terms of the evaluation procedures the following will apply: any teacher being evaluated under the evaluation cycle 2012-13 school year or anyone applying for continuing contract will continue to be evaluated using the current evaluation system. These teachers, as well as any additional teachers, will also have the opportunity to volunteer to pilot the new system to gain knowledge of implementation. The evaluator will only observe the teacher per current evaluation methods, but will complete both forms. Those volunteering who are not scheduled for evaluation during the 2012-13 school year will only be evaluated using the piloted evaluation process.
 - c) Data obtained from the voluntary pilot will not be used to produce a teacher ranking order and will not be made part of the teacher's permanent file or record. Those teachers volunteering for the pilot program must do so by September 1, 2012.
- 2) All other Articles and provisions of the collective bargaining agreement in effect between the Board and the Association will remain in full force and effect through the balance of the Contract.

The effective date of this Memorandum of Understanding and the effective date of execution of this Document shall be July 1, 2012 through June 30, 2013.

Greene County Vocational School
District

Greene County Career Center Education
Association

Superintendent

President

Date _____

Date _____

MEMORANDUM OF UNDERSTANDING

Teacher Evaluation Committee

The Greene County Vocational School District Board of Education (BOARD) and the Greene County Career Center Education Association/OEA/NEA (ASSOCIATION) hereby enter into this Memorandum of Understanding.

This Memorandum of Understanding shall be in effect from the date of Board approval through the end of the Negotiated Agreement in effect on July 1, 2012. The terms and conditions of this memorandum are as follows:

The parties agree to continue the Teacher Evaluation Committee comprised of bargaining unit members and administrative staff members to develop evaluation criteria and a new evaluation instrument, and to amend such evaluation instrument as determined by the Teacher Evaluation Committee, to be submitted to the Ohio Department of Education for approval. If a current bargaining unit member position on the Teacher Evaluation Committee is vacated during this process, a new bargaining unit member shall be appointed by the Association.

The provisions of the negotiated agreement between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

In agreement and witness to all of the above, the BOARD and ASSOCIATION respective agents place and date their signatures.

Greene County Vocational School
District

Greene County Career Center Education
Association

Superintendent President

Date _____

Date _____