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# **MASTER AGREEMENT**

between the

**GREEN EDUCATION  
ASSOCIATION**

and the

**GREEN LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION**

**July 1, 2014 – June 30, 2017**

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## PREFACE

The Board of Education and the professional staff of the Green Local School District realize the necessity of providing the youth of our District with the best possible education and recognize the classroom teacher as the important element in achieving this objective.

The Green School District does not discriminate on the basis of race, national origin, sex, or handicap in the educational programs and activities operated by the District. Green is an equal opportunity employer.

## ARTICLE I -- RECOGNITION

- 1.01 The Green Board of Education, hereinafter termed the "Board" and the Green Education Association (OEA/NEA), hereinafter termed the "Association" recognize the responsibilities to each other and to the community for negotiating in good faith in order to reach agreements which are mutually satisfactory.
- 1.02 The Board recognizes that teaching is a profession and that members of said profession have a consulting role in the planning, development, operation, and improvement of educational programs consistent with mutually shared objectives. It further recognizes that free and open exchange of views between the teacher and the Board are desirable in deliberations leading to policy decisions.
- 1.03 The Association recognizes and agrees that the functions, rights, powers, responsibilities, and authority of the Board in regard to the management of the work force and the operation of the District shall remain exclusively those of the Board except as they affect wages, hours, terms and conditions of employment, and the continuations, modification, or deletion of an existing provision of a collective bargaining agreement.
- 1.04 The Board recognizes the Green Education Association (GEA), an affiliate of the National Education Association (NEA) and Ohio Education Association (OEA), as the exclusive bargaining representative of all full-time certificated/licensed teachers, part-time certificated/licensed teachers, and tutors.
- 1.05 Excluded from representation under this provision are the Superintendent, Assistant Superintendent, Director of Student Services, Director of Operations, Director of Technology and Secondary Curriculum, Principals and Assistant Principals, Administrative/Supervising Athletic Director, Administrative/Supervising Psychologist Director of Communications and Community Relations, substitute teachers, Director of Financial Operations, and non-certificated/non-licensed personnel.
- 1.06 Certified/licensed teaching personnel shall have the right to join, or not to join, any organization for their professional and economic improvement. The Association shall not discriminate in its membership on the basis of race, creed, sex, marital status, grade level or subject field.

- 1.07 The Board or any administrative officers, thereof, shall not discriminate against any certified/licensed teaching employees because of their exercise of rights under this Agreement. The Association shall not discriminate against non-members.

## **ARTICLE II — NEGOTIATIONS PROCEDURES**

### **2.01 SCOPE**

The parties agree to negotiate on all matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement, except as otherwise specified in Ohio Revised Code (ORC) 4117.08.

### **2.02 REPRESENTATION**

It shall be the sole prerogative of each party to determine the structure, roles, and/or representatives of their team; however, each team shall have no more than six (6) members participating in negotiations. By mutual agreement of the parties, observers may be present.

The parties shall have the authority to reach agreement subject to ratification by the Board and the Association members.

### **2.03 REQUEST FOR MEETINGS**

A request from the Association shall be made in writing to the Superintendent. A request from the Board shall be made in writing to the Association President. A request for said meeting shall contain the reasons for the meeting. A mutually agreeable time and place for the meeting shall be set within ten (10) days of the request.

### **2.04 GUIDELINES FOR MEETINGS**

- A. At the first meeting, both parties shall exchange the actual proposals to be negotiated. The combined list shall form the basis of an agenda for subsequent meetings. New items may be added by mutual agreement.
- B. In order to prepare intelligent proposals and counter proposals, relevant public data and supporting information may be requested by the respective parties. Both parties agree to provide this information, when requested, within a reasonable length of time at no cost to the other party. Both parties, in good faith, will seriously consider and respond to the proposals and counter proposals of the other party.
- C. Consultants may be used if deemed advisable by either party.
- D. During negotiations, the parties agree that all negotiations shall be conducted in private. No news releases shall be made unless by mutual agreement. Interim reports of progress may be made by the association to its members and by the

Board representatives to the Board.

- E. Negotiation sessions shall last for a maximum of three (3) hours in length. This time limit may be extended or reduced by mutual agreement.
- F. Upon proper notification, either party may call for a caucus. Caucus time shall be limited to thirty (30) minutes. The time limit may be extended by mutual agreement.
- G. Both parties come to the table cloaked with the necessary authority to reach tentative agreements. When tentative agreement has been reached, it shall be initialed by the chief spokespersons of the parties. When all items have been tentatively agreed to, they shall comprise a tentative settlement that shall be considered for ratification by the Association and for adoption by the Board.

## 2.05 AGREEMENT

- A. When agreement is reached, it shall be reduced to writing and submitted for ratification to the Association at a regular or a special meeting. When approved by both parties, the agreement shall be entered into the official minutes of the Board.
- B. The "Agreement" shall constitute a modification of, or an addendum to, the articles of this Agreement.
- C. Except as authorized by ORC 4117, the Association agrees not to initiate any work stoppage during the life of this Agreement.
- D. The Board agrees not to initiate any lock-out of bargaining unit members during the life of this Agreement.
- E. If agreement has not been reached within sixty (60) calendar days after the initial meeting, or a mutually agreed upon date, either party may request the services of the Federal Mediation and Conciliation Services to provide a mediator to assist the parties in reaching an agreement. In the event the services of a mediator are called upon, the mediation process shall last, at a minimum, until this Agreement expires.
- F. It is agreed that the procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure which supersedes the procedures contained in ORC 4117.14, except that the Association does retain the right to strike by following the procedures required in ORC Chapter 4117.

## 2.06 STATE LAW

If the State Law negates any part of this Agreement, the remainder of this Agreement shall continue to be in effect. Any part of this Agreement that intentionally supersedes Ohio Revised Code will be clearly identified as such.

2.07 AMENDMENT

Either party desirous of changes in the Master Agreement will notify the other party in writing to re-open negotiations; if there is mutual agreement to re-open negotiations, the parties shall follow the procedures established in this Agreement. Nothing herein shall limit the rights of either party under ORC 4117.

2.08 SECTIONS

Agreements or amendments that are reached, as provided herein, will be attached as sections or included in existing sections.

The following sections will become part of the Professional Negotiations Agreement between the Board and the Association. The sections will be effective until amended or terminated by the negotiations process.

**ARTICLE III -- LEAVE PROVISIONS**

3.01 SICK LEAVE

A. Definitions:

The "immediate family" includes the father, mother, husband, wife, child, sister, brother, grandparents, and in-laws bearing any of these relationships, and other persons who are a permanent resident of the household.

Absence due to illness or death in the family of "other relatives" not permanent residents of the household come under Personal Leave, Section II, Item 1.

Sick Leave shall cover absences due to teacher's injury, pregnancy, illnesses, or exposure to contagious disease which could be communicated to other employees or students, and to absences due to illness, injury, or death in the teacher's immediate family.

B. Procedures:

Each certified/licensed person shall be entitled to fifteen (15) days Sick Leave per contract year, in accordance with ORC 3319.141; and shall be credited at the rate of one and one-fourth (1 1/4) days per month.

Unused Sick Leave shall be accumulated up to three hundred ten (310) days maximum.

The previously accumulated Sick Leave of a certified/licensed person who has been separated from service in our School District shall be placed to his/her credit upon reemployment subject to the maximum accumulation stated above.

### 3.02 DONATION OF SICK LEAVE

- A. If a member of the bargaining unit is currently absent for thirty (30) consecutive days or more due to a catastrophic illness or injury of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated Sick Leave, another bargaining unit member may donate up to five (5) days of his/her accumulated Sick Leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.
- B. Upon request, a teacher may receive up to an aggregate of thirty (30) days of donated sick leave days in any one school year, not to exceed two consecutive years. After two consecutive years, the teacher will be encouraged to apply for disability retirement.
- C. The Superintendent shall notify the Association President or designee that a request has been received for the donation of sick leave. The President shall then notify the membership of the request for sick leave days.
- D. Donation of Sick Leave days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent teacher is exhausted.
- E. Donated Sick Leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher.
- F. Part time tutors are excluded from participating in this provision.

### 3.03 PERSONAL LEAVE

- A. Three (3) days of Personal Leave with pay per school year will be granted to all certificated/licensed teaching personnel except part time teachers and full time tutors who will receive one and one-half (1 1/2) day. In addition, part time tutors will be excluded from this provision. Personal Leave is not accumulative. The teacher will give four (4) days' notice, when possible.
- B. Teachers will be reimbursed for any unused personal leave at one hundred dollars (\$100.00) per day for each unused day to be paid by the second pay date in July for the previous year if he/she does not utilize any personal leave. If a teacher utilizes one (1) day of leave he/she will be reimbursed at fifty dollars (\$50.00) per day; and if a teachers utilize two (2) days of leave he/she will be reimbursed at twenty-five dollars (\$25.00) per day.

For those teachers who begin a work year with four (4) personal leave days, their reimbursement shall be as follows: one (1) day used/\$100.00 per unused day; two (2) days used/\$50.00 per unused day; three (3) days used/ \$25.00 per unused day.

- C. After fifteen (15) years of service in the District, the teacher will be allowed four (4) days of Personal Leave.
- D. The Superintendent will grant additional days, with or without pay, if he/she believes it is warranted due to extenuating or emergency circumstances.

3.04 FAMILY LEAVE

A. Leave Rights

A teacher may be granted leave consistent with the Family and Medical Leave Act of 1993 and as may be amended, unless previously informed in writing by the Superintendent of his/her intention not to renew the teacher's contract.

If possible, such leave will begin at the nearest semester break between commencement of pregnancy and the birth of the child; or, in case of adoption, the receipt of custody; and shall last at least one (1) semester. However, elementary teachers may elect to return at the end of Christmas break instead of the conclusion of the first semester.

In addition, a teacher may be granted a leave for a year plus the semester of the current year when caring for a newborn child or when adopting a child less than 6 years old.

Family leave shall be without pay, but nothing contained herein shall be construed as preventing a bargaining unit member from utilizing applicable paid leave.

B. Reinstatement of Rights

An employee returning from family leave shall be placed on the salary schedule according to his/her current level of experience and education.

C. Short-Term Adoption Leave

A member of the bargaining unit may take up to thirty (30) work days of paid leave for the adoption of a child under six (6) years of age. Such a leave will be deducted from the member's accumulated sick leave.

D. Maternity Leave

A bargaining unit member may use sick leave for maternity leave from the date of birth of her child. Leave will be granted for a reasonable length of time; six (6) weeks or forty-two (42) calendar days for a normal delivery, eight (8) weeks or fifty-six (56) calendar days for a C-section. Extended leave will be granted by the Superintendent as determined by the attending physician upon receipt of a medical certificate.

3.05 PROFESSIONAL LEAVE/SABBATICAL LEAVE

- A. A teacher who immediately prior to his/her request for leave has completed three (3) consecutive years as a member of the professional staff of the Green Local Schools, may be granted leave of absence without pay or other Board paid benefits for study for one (1) full semester or two (2) full semesters, but not longer than one (1) school year. Members of the instructional staff returning from Professional Leave, shall be returned to the same or an agreed upon position. Benefits may be obtained through Federal COBRA laws.
- B. The parties agree to follow the language contained in State law 3319.131 for the duration of this Contract.
- C. Staff members who have exercised their Professional Leave right will not petition the Board for the purchase of this leave time for retirement purchase.
- D. Part time teachers and all tutors are excluded from participating in this provision.

3.06 ASSAULT LEAVE

- A. Any teacher absent from duty because of an injury due to an assault occurring on school property, due to school-related duties and/or by any school-age student(s) or by a person acting on the student's behalf, shall not be charged with the use of his/her Sick Leave for the period he/she is unable to perform his/her teaching duties to a maximum of one hundred eighty-five (185) contract days.
- B. While on Assault Leave, he/she will receive full compensation and benefits.
- C. A teacher using Assault Leave shall subrogate his/her right to recovery of compensation paid by the Board.

3.07 COURT APPEARANCE

The Board shall pay teachers their regular compensation, including benefits, for serving as a juror or being required to testify in a school related case in which the employee is held harmless or is not a party of the action, excluding matters related to the Master Agreement or the Green Education Association.

3.08 ASSOCIATION MEETINGS

Ten (10) days total will be allocated to GEA for use by members to attend various meetings during school time without loss of pay. Each day used must be approved in advance by the Superintendent which shall not be unreasonably withheld. It is understood that the use of a day under this provision by a part-time bargaining unit member(s) will result in the use of one (1) of the allocated days.

### 3.09 ABSENCE LIMITATION

- A. Absence from duty due to attendance at GEA meetings, for Personal Leave and Professional Leave shall not exceed ten percent (10%) of the staff in a given building at any given time.
- B. Exceptions to this provision may be approved by the Superintendent upon request from the GEA representative, the teacher involved, the Building principal, or at the Superintendent's discretion.
- C. Part time tutors are excluded from this provision.

## ARTICLE IV -- REDUCTION IN FORCE

### 4.01 PROCEDURES

When, by reason of continual decrease in pupil enrollment, return to duty of regular teachers after leaves of absences, by reason of suspension of schools, territorial changes affecting the District, or financial reasons, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction.

- A. Prior to taking such action for financial reasons, the financial forecast shall be verified by an independent financial analysis by the State Department of Education or other mutually agreed upon organization during which the Association reserves the right to be present and have questions answered. The Superintendent shall also meet with the designated GEA official to discuss the reasons for the intended staff reduction no later than May 1.
- B. In making such determination, the Superintendent shall:
  - 1. Make available to every certified/licensed employee as soon as possible, but prior to February 1, a seniority list of all teachers in the system stating continuous years of service in Green and area(s) of certification/license. Corrections to the seniority list shall be submitted to the Superintendent's office by March 15<sup>th</sup>.
  - 2. Proceed to suspend a contract in accordance with the preferential order following:
    - a. Part time teachers and all tutors shall be the first reduced in the area(s) affected. Tutors shall have a separate seniority list. Reductions in force for tutors shall follow the same procedure as stated herein.
    - b. Recommend not employing replacements in those positions open for the next school year, when eligible certified/licensed employees on the layoff list are available for those positions.
    - c. Recommend any additional reductions continue with limited contract personnel at Green in their area(s) of

certification/licensure.

- d. Recommend, if additional reductions are still necessary, suspension of those continuing contracts in Green, in their area(s) of certification/licensure, pursuant to ORC 3319.17.
  - e. If teachers' evaluation ratings are comparable, the reduction in force shall be made in order of seniority, the less senior being reduced first.
  - f. In determining the extent of the reduction in force, the Superintendent may recommend and the Board may suspend a fractional portion of a teacher's contract in accordance with ORC 3319.17.
3. Comparable Teachers
- a. The comparability of teachers will be based upon the evaluation rating teachers received in the last evaluation.
  - b. For the 2014-2015 and 2015-2016 school years, all teachers are considered comparable.
4. Determine seniority by length of continuous service with the Green Local School District. Among those with the same length of continuous service, seniority shall be determined by:
- a. The date of Board meeting at which the teacher was hired.
  - b. In the event that two (2) or more teachers were hired at the same Board meeting, seniority will be decided by a mutually agreed upon lottery with the GEA, and GEA shall have the right to be present during the lottery process.
  - c. Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of any employee who has returned to employment following resignation or other termination of employment will be measured from the date of return to service.
5. The Board shall act on or before May 15<sup>th</sup> to implement a RIF for the succeeding school year.

#### 4.02 BUMPING

Teachers that must "bump" as the result of a reduction in force shall do so in the following manner:

- A. When reduction in force in the District is necessary, teachers displaced will be placed in teaching positions for which they are certified/licensed as long as the teacher displacing another has a higher evaluation rating or, if their evaluation ratings are comparable, is more senior than the teacher being displaced and

according to their positions on the seniority list.

- B. Staff who have not taught in the certified/licensed area within the past five (5) years will be required to upgrade competency in the new assignment area prior to the start of the subsequent school year, and/or demonstrate evidence of current activity in that area of certification/licensure.
- C. In the event of relocation due to reduction, the teacher will be given the option to return to the grade level or building from which he/she came should a vacancy occur in that area. This shall be done on a last-out/first-in basis.
- D. Part time teachers and all tutors may not bump full time teachers. However, part time teachers and all tutors will have the right to bump one another according to the Reduction In Force procedures.

#### 4.03 RESTORATION OF STAFF

In the area of restoration of staff following a reduction in force, the Board shall:

- A. Offer re-employment by comparability, when a position becomes available for which the teacher is certified/licensed.
- B. Offer to teachers on the reduction in force list, positions for which they are certified/licensed in order of seniority at the time of contract suspension.
  - 1. No new teachers shall be employed by the Board while there are teachers on the reduction in force list who are certified/licensed for any opening of a teaching position.
  - 2. Teachers shall be restored to employment on a last-out/first-in basis to any position for which they are certified/licensed by the State of Ohio pursuant to ORC 3319.22.
  - 3. The date of certification(s)/licensure(s) shall not affect the seniority status of any teacher.
  - 4. Teachers who can achieve new certification/licensure in other areas for which their system-wide seniority could make them eligible, shall be given until April 15 of the layoff year to show evidence that such eligibility does, or will, occur prior to September 1. The Superintendent shall change the reduction in force list according to the aforementioned procedure.
- C. Give written notice of re-employment by sending a registered or certified letter to said teacher at his/her last known address, with a simultaneous copy to the Association.
  - 1. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address, as it appears on the Board's record, shall be conclusive when used in connection with an offer of

reemployment or of other notice to the teacher.

2. If a teacher fails to accept the offer of re-employment in writing within fifteen (15) calendar days, excluding Saturdays/Sundays/holidays, or within five (5) days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the teacher, unless an extension is granted in writing by the Board, said teacher shall be considered to have rejected said offer and shall be removed from the reduction in force list.
3. A teacher on the reduction in force list shall, upon accepting an offer of re-employment, return to the system with the same seniority, accumulation of Sick Leave days, and salary schedule placement as the teacher would have received in the year following layoff or contract suspension.
4. Teachers will remain on the reduction in force list for a period of twenty-four (24) months following the layoff.

## **ARTICLE V -- STAFF RESPONSIBILITIES**

### **5.01 CURRICULUM**

A. The Board agrees to pay the academic work rate (AWR) for curricular work done outside the school day in accordance with the following:

1. Major Revision of a Course of Study, Chairperson..... 35 hour maximum
2. Major Revision of a Course of Study, Contributor..... 15 hour maximum
3. New Course Development..... 20 hour maximum
4. Course Revision (updating) ..... 10 hour maximum

The Superintendent or designee, in consultation with the persons involved, will establish the number of hours needed to complete the curricular work prior to the start of the project. A stipend agreement will be signed prior to the start of the project. The stipend(s) will be paid upon the satisfactory completion of the curriculum work.

B. Teachers shall be asked to participate in voluntary joint study committees, including, but not limited to, reviewing of textbooks for adoption, writing courses of study, or performing any other curriculum-oriented projects, with the Superintendent or designee to discuss and make recommendations on matters of educational development as recommended by the Superintendent. Participation by teachers shall not be related to or dependent on affiliation or non-affiliation with any teacher organization, nor should such teachers be considered as representing such an organization.

### **5.02 LOCAL SCHOOL PROFESSIONAL DEVELOPMENT COMMITTEE**

A. The Green Local School's Professional Development Committee, hereinafter termed the LPDC, will be established as the name of the entity required by Senate Bill 230. The LPDC for the staff eligible for GEA membership shall consist of a

maximum of eight (8) members. A majority of the committee shall be teachers who shall be selected by the GEA President and ratified by the Green Education Association Executive Committee. The committee shall be representative of elementary and secondary teachers. The remaining members shall be a combination of two district administrators who shall be selected or appointed by the district administration.

- B. The LPDC for district administrators shall consist of the two administrator members of the teacher LPDC and one teacher member selected by the teacher's LPDC. This paragraph supersedes Ohio Revised Code.
- C. The two LPDCs shall be district wide in scope and shall be the only committees of this type authorized to operate within the School district. Their purpose is to review Green educators' Individual Professional Development Plans for approval of the renewal of professional certificates or licenses.
- D. Members will serve a staggered three year term. Each member shall participate in training for committee work and abide by the by-laws of the LPDC. The by-laws will be developed which will provide for the rules and regulations of the LPDCs, and shall include provisions for an appeal committee comprised of staff members of the Summit County Educational Service Center.
- E. Committee members shall be compensated at the AWR to a maximum of five hundred fifty dollars (\$550).
- F. The LPDC Chairperson will function under a District job description and be compensated under Section 10.06 (Extra Duty Pay), of this agreement.

### 5.03 NEOEA DAY

NEOEA Day is a non-attendance day. Teachers are encouraged, but not required to attend one of the programs scheduled on this day. In the event NEOEA Day should conflict with the State ADM Count Week, this day will be scheduled as a student day.

### 5.04 STAFF DEVELOPMENT

Each member of the bargaining unit will be required to attend one day of staff development, scheduled by the District at no cost to the employee, during the school year. This scheduled day will become part of the District calendar. Continuing Education Units will be given. The administration and the Green Education Association will cooperatively plan the day.

### 5.05 COMMITMENTS BEYOND THE NORMAL SCHOOL DAY

- A. Each building may schedule a maximum of three (3) events outside of the normal school day per year, the year beginning with teachers' first day and ending with teachers' last day as specified in the school calendar, that teachers will be expected to attend. There will be no staff meeting scheduled during a week that

such event outside of the normal school day has been scheduled for those staff members who participate in such events, except when an emergency exists. These events will be included on the school calendar card or published on the building level calendar no later than September 15. Staff will be included in the planning.

- B. The total time commitment of the above throughout the course of the school year, including adequate preparation time, will not exceed six (6) hours.
- C. On the last teacher day, teachers may leave after completing the building check-out procedure, which is to begin no later than 8:30 a.m.
- D. Celebration of Education coordinators will be paid a stipend of three hundred dollars (\$300.00) separate from any other coordinating duties (i.e., art and music) in for which they receive compensation.

#### 5.06 DUTY DAY

- A. The required teaching school day shall be no greater than seven and one-half (7 1/2) hours. The day shall include a thirty (30) minute duty-free lunch period.
- B. The Green Education Association President will be released from all non-teaching duties as practical within the building assignments as determined by the Building Principal.

#### 5.07 RESIDENT EDUCATOR PROGRAM

##### A. Purpose

The purpose of the Ohio Resident Educator Program (OREP) is to provide a program of support and formative assistance for teachers new to the profession. The program is designed to enhance the teacher's skills, keep the teacher in the District and support them in achieving a five-year professional license. The Resident Educator Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

##### B. Definitions

###### 1. Resident Educator Program Coordinator (REPC)

The REPC shall be a District Administrator appointed by the Superintendent and shall coordinate the District's resident educator program. The REPC shall perform the duties set out in the ODE Guidelines and shall support the lead mentors, mentors, facilitators and resident educators.

###### 2. Lead Mentor (LM)

The LM shall serve as a liaison between the REPC and the Mentor Teachers and assist with the coordination of the District's resident

educator program. Interested bargaining unit members for the position shall apply through the supplemental process.

3. Mentor Teacher (MT)

- a. Only current Green teachers who are bargaining unit members shall be Mentor Teachers. In addition:
- b. The Mentor Teacher must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferably at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.)
- c. The Mentor Teacher must be trained to act as a mentor through the current Ohio Department of Education Resident Educator Program, or agree to be trained in the year of assignment as a Mentor Teacher.
- d. Teachers selected to be mentors for the first time shall be provided the state required training.

4. RESA Facilitator (RF)

In the third or fourth year of residency, the Resident Educator, at his/her discretion, will complete the Resident Educator Summative Assessment (RESA). During this year, the Mentor Teacher is called the Facilitator by the Ohio Department of Education.

5. Resident Educator (RE)

Any individual who is employed under a resident educator license or alternative resident educator license and who meets eligibility criteria established by the Ohio Department of Education shall be required to successfully complete a resident educator program consistent with standards established by the Ohio Department of Education per OAC 3301-24-04.

6. Release Time

- a. Each Mentor Teacher in Year 1 and each RESA Facilitator shall be granted a minimum of two (2) days of release time per year for mentoring activities. Mentor teachers in Years 2, 3 (non-RESA) and 4 (non-RESA) shall be granted release time upon approval of the building principal and REPC. Additional release time may be granted upon approval of the building principal and REPC.
- b. RESA Facilitators may be granted release time upon approval of the building principal and REPC.

7. Compensation

The Lead Mentors, Mentors and Facilitators will be paid according to Article 10.

8. General Provisions

- a. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- b. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- c. Lead Mentor, Mentor Teacher and/or Facilitator shall not participate in the District's evaluation of any Resident Educator.
- d. Lead Mentor, Mentor Teacher and/or Facilitator shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- e. Lead Mentor, Mentor Teacher and/or Facilitator shall not be requested or directed to divulge information from the written documentation or confidential Mentor/Resident Educator or REPC/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall be grounds for immediate removal from his/her role as Mentor Teacher or Lead Mentor.
- f. At any time, if either the Building Principal or the REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the GEA President. They shall have the authority to terminate the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.
- g. The REPC, Lead Mentor, all Mentor Teachers, Facilitators and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- h. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss /report the performance and progress of the Resident Educator with any administrator, assessor or other teacher, with the exception of the Lead Mentor.
- i. Mentor Training shall be offered as needed for teachers who are interested in being mentors.

## ARTICLE VI -- STAFF RIGHTS

### 6.01 WORKING CONDITIONS

Teachers concerned with working conditions, including teaching materials, should attempt to resolve the difficulties with the building administrator. A written answer will be given.

### 6.02 MULTI-YEAR CONTRACT

- A. Upon the recommendation of the Superintendent and the agreement of the teacher, multi-year contracts may be used. Part time teachers and all tutors are excluded from this provision.
- B. Teachers may be recommended for one- or two-year contracts after three (3) years of service in Green Local Schools, and may be recommended for a one, two, or three-year contract after expiration of a two-year contract.

### 6.03 CLASSROOM STUDENT COMPOSITION

Every reasonable effort shall be made to work cooperatively among the Administration and teachers in determining class assignments. Annually, a committee shall be formed in each building by the K-6 building principal that shall include two (2) teachers from each grade level (K-6), Intervention Specialists and Guidance Counselor for the purpose of determining the best placement of all students.

### 6.04 CONFERENCE PERIODS/PLANNING PERIODS

- A. Teachers (K-6) or those traveling to/from a K-6 building shall be provided with at least one duty free daily individual conference/planning period of a minimum of forty (40) consecutive minutes in duration. Pre-school teachers shall be provided with at least one (1) duty free daily individual conference/planning period of a minimum of forty (40) consecutive minutes in duration, if possible, but in no case less than thirty (30) minutes. Principals will extend this conference/planning time if possible. The total number of duty free individual conference/planning minutes per week shall be at least three hundred (300) minutes, and never provided in less than fifteen (15) minute increments, except as indicated above. Part-time teachers and tutors are excluded from this provision. Building committees will be established to review master schedules to see if additional preparation time can be found without losing instructional time.
- B. Teachers (7-12) or those traveling to/from a 7-12 building shall be provided with at least one duty free daily individual conference/planning period of a minimum of one (1) academic period or a minimum of forty (40) minutes, whichever is greater. The total number of duty free individual conference/planning minutes per week shall be at least three hundred (300) minutes, and never provided in less than fifteen (15) minute increments, except as indicated above.

#### 6.05 NOTIFICATION OF CERTIFICATE/LICENSE EXPIRATION

The Board and the LPDC shall provide notification by October 1<sup>st</sup> of each year of the expiration of teaching certificates/licenses to permit re-application, however it is the sole responsibility of individual bargaining unit members to stay current with licensure expiration dates and re-application timeframes.

The failure to have a valid teaching certificate/license for his/her area(s) of assignment on file with the Board of Education or show proof that such is currently in process at the Ohio Department of Education by October 15 shall result in the removal of the teacher from his/her regular assignments and any supplemental directly related to teaching responsibilities without further pay. During the period between the first student day of the school year and the actual date of removal, the teacher shall be paid according to the certified salary schedule and shall receive all other benefits afforded to bargaining unit members. During the period of removal, the teacher may remain under the insurance benefits if he/she pays to the Board the full amount of the premiums in advance. During this removal, the teacher shall not have access to any leave of absence. The teacher shall be reinstated to his/her former position with all previous seniority restored as soon as a valid teaching certificate/license for his/her area(s) of assignment has been approved by the Ohio Department of Education, if prior to February 1<sup>st</sup>. Failure to have a valid certificate/license by February 1<sup>st</sup> shall serve as good and just cause for the removal of the teacher from the employment of the Board.

#### 6.06 INTENT FORMS

Intent forms shall be issued by the Superintendent to all teachers during the month of February. Intent forms must be returned to the Superintendent's Office by March 15.

#### 6.07 JOB POSTING

- A. Job notices shall be posted on the district website ([www.greenlocalschools.org](http://www.greenlocalschools.org)). An electronic copy will be sent to the Association President. During breaks and summer recess, employees are encouraged to check the website.
- B. The Job postings shall include: the position title; entry level qualifications; licensing and/or certification requirements; a job description reference number; the name of individual to respond to for interview; date of initial posting; last date to apply for position, and anticipated start date.
- C. The posting period shall be for a minimum of five (5) work days.
- D. All candidates meeting qualifications shall have right to an interview.

## 6.08 OPEN ENROLLMENT

A Bargaining Unit Member who resides outside the Green Local School District, who desires his/her natural, adoptive or step-child to attend Green Local School District shall be guaranteed placement of all present and future children through open enrollment in the District.

## 6.09 JOB SHARING PROGRAM

- A. A job sharing team shall be composed of two (2) full time employees sharing one (1) full time position. Each employee must have at least three (3) years of seniority in order to be considered for this program. Each member of a team shall be committed to this arrangement for the entire year in which they apply.
- B. The job sharing team shall present a proposed teaching schedule, including all building responsibilities, to the Building Principal. While it may not be possible to make the teaching schedules and responsibilities exactly equal, reasonable efforts shall be made to make the teaching schedules and responsibilities equitable. Based on this schedule and on the needs of the students in his building, the Building Principal shall determine if the job sharing proposal is workable.
- C. Members of a job sharing team shall work at least 1/2 hour each day of overlapping time in order to coordinate and plan their class(es). Members of a job sharing team shall not be assigned other duties or responsibilities which are in excess of one full time position. Both members of the team shall attend the Pre-School Orientation Day, In-Service Day(s), Open House, and system-scheduled Parent Conferences. Staff meetings will be attended by one (1) member of the team depending on when they are held (a.m. or p.m.), and that member shall inform the other member of the team of the meeting content.
- D. Reapplication to job share must be made by March 1<sup>st</sup> of the preceding school year. No employee may be permitted to job share for more than three school years unless special approval is granted by the Superintendent. If both members do not reapply to continue job sharing by the deadline, the team member with the greater seniority shall retain the assignment of the job sharing team. The team member with the lesser seniority shall be reassigned to a position within his/her area of certification or license. Should only one (1) member of the job sharing team reapply for job sharing, the remaining member shall be given the opportunity to find a new partner and continue the job sharing team. In this case, if the senior member has not reapplied for job sharing, that member shall retain the assignment held by the job sharing team, and the member with the lesser seniority shall assume half the position held by the new job sharing member. If the member with lesser seniority does not reapply for job sharing, the member with the greater seniority shall retain the position held by the job sharing team with his/her new partner, and the member with the lesser seniority shall be reassigned to a position within his/her area of certification or license.

- E. Each member of the job sharing team will accrue years on the seniority schedule at 1/2 a year for each year that they job share.
- F. Each employee participating on one of the job sharing teams shall be compensated one half (1/2) the level which the employee would receive under a full time contract. If a member elects to take fringe benefits, costs for Hospitalization, Dental, and vision coverage shall be shared by the employee as follows:
  - Employer monthly share = 50% (Cost of family coverage less the premium listed in part E, Section I (Hospitalization) A. of this contract)
  - If cost of single coverage is less than this, the board will pay 100% of single coverage.
  - Employee monthly share = Cost of chosen coverage less employer monthly share.
  - Job Share employees will be ineligible for medical, prescription, dental and life insurance benefits after the 2014-2015 school year.
- G. Members of a job sharing team may substitute for each other on a casual basis at the additional rate of pay for period subbing listed in this contract.
- H. Job sharing shall consist of one half (1/2) of each day on the school calendar. Sharing shall not be permitted on a 2 1/2 day a week scenario.
- I. Sick leave balance and accumulation will be adjusted to reflect the 1/2 day arrangement. Each member of the job sharing team shall receive three one-half days of personal leave.

6.10 PERSONNEL FILES

- A. All personnel shall have access to their files in accordance with ORC 1347.09, 1347.10, and 1347.99.
- B. Personnel files shall be made available within one work day after receiving written notice. A representative of the Association and the Superintendent or designee may accompany a teacher who is reviewing his/her personnel file. A teacher shall be notified within one (1) work day after any negative item is inserted in his/her personnel file.
- C. Each teacher may request and receive, within a reasonable time, a copy of every item within his/her file dated prior to May 1, 1984. These copies will be provided on a one-time-only basis free of charge. All items added to the file after this date will be copied and sent to the teacher free of charge within two (2) work days of the insertion of the copy into the file.
- D. If a person disputes the accuracy, relevancy, timeliness, or completeness of information in his/her file, he/she may request, in person or in writing, of the Superintendent, an investigation of the current status of that information. This

investigation may include a conference with the Superintendent.

6.11 TEACHER TRANSFER

- A. Requests for transfer should be submitted in writing using the District's intent form. Consideration shall be given to internal candidates. If the transfers are to be made, the teacher shall be notified prior to the last day of school whenever possible.
- B. A teacher who is involuntarily transferred will receive written notification of the reasons, which shall not be arbitrary, capricious, or unreasonable. If an involuntary transfer is necessary, consideration will be given to seniority, certification/licensure, and experience in the areas of transfer.

6.12 TEACHERS ON SPECIAL ASSIGNMENT

Those certified/licensed teachers assigned to non-teaching positions under their regular employment contract shall be assigned on the mutual consent of the Administration and the teacher. Teachers accepting these positions shall have an annual opportunity to return to the regular classroom schedule of teaching or their specific area of certification/license.

6.13 SUPERVISORY DUTY RELIEF

Monitors shall be provided to supervise lunch and recess at all K-6 schools in the district. A minimum of six (6) monitors will also supervise non-academic activities at the Elementary buildings for an additional one-half (1/2) hour at each building, with the provision that the additional time can be meaningfully used by the students or the teacher.

6.14 RELEASE TIME

- A. Full time Intervention Specialists and Therapists will be allotted two (2) release days to prepare for IEP conferences. These release days shall be scheduled with the prior approval of the building administrator.  
  
Said members of the bargaining unit may elect to seek compensation in lieu of any chosen release days at the current sub rate at no less than ninety dollars (\$90.00) per day by notifying the building principal by October 30<sup>th</sup> of each year.
- B. Teachers allotted release days shall be given the opportunity to work offsite on the designated release days.

**ARTICLE VII -- DISTRICT PROCEDURES**

7.01 SCHOOL CALENDAR

- A. The school calendar shall be developed by the Superintendent with input from the GEA before presentation to the Board for approval and subject to the

requirements regarding school calendar adoption found in the Ohio Revised Code.

- B. In the event that the number of teacher days is increased in excess of one hundred eighty-four (184) days, the staff will be compensated one/one-hundred eighty-fourth ( $1/184^{\text{th}}$ ) of the salary schedule then in existence for each additional day.
- C. The school calendar may be extended by 1 day for teacher staff development. Teachers shall be given 1 day of compensation leave for attending.
- D. The school calendar may be extended by 2 days for teacher staff development. Attendance is optional. Those teachers attending shall receive the equivalent of  $1/2$  of their per diem rate for each day of attendance.
- E. The superintendent may petition the Ohio Department of Education to reduce the required number of student days by two (2) days, with GEA approval which shall not be unreasonably withheld. If granted, these two days shall be used for teacher staff development.
- F. There will be two teacher preparation days at the opening of the school year, the first of which will be a teacher work day.

#### 7.02 BOARD POLICY AND PROCEDURE GUIDE

The Board Policy Handbook is available on the World Wide Web at [www.neola.com/greenlocal-oh](http://www.neola.com/greenlocal-oh).

#### 7.03 STANDARDS FOR TEACHER EVALUATION

The Board will follow the provisions of the Ohio Revised Code regarding teacher evaluations.

- A. The purposes of teacher evaluation are:
  - 1. To serve as a tool to advance the professional development of teachers.
  - 2. To give evidence of performance.
  - 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
- B. Open Appraisal
  - 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
  - 2. All personnel, annually by September 30, shall be advised by District Administration as to the evaluative procedure and instruments to be used and given a copy of such.

C. Who Will Be Evaluated

1. All teachers shall be formally evaluated annually as outlined in ORC.
2. The following teachers will be evaluated using mutually agreed upon evaluation rubrics
  - a. school counselors, school speech and language pathologists, school psychologists, school nurses;
  - b. licensed/certificated staff members assigned to teach students less than fifty percent (50%) of the time.
3. All other licensed/certificated staff members assigned to students at least fifty percent (50%) of the time will be evaluated using the Teacher Performance Evaluation Rubric (Appendix \_\_) and Student Growth Measures as prescribed in Ohio Revised Code (ORC).
4. The Board of Education may elect not to conduct an evaluation of a teacher who 1) was on leave for 50 percent (50%) or more of the school year or (2) has submitted notice of retirement on or before December 1 of the school year.

D. Credentialed Evaluators

Evaluations, observations and walkthroughs shall be conducted by contracted administrative employees of the Green Local Schools.

The evaluator shall not be a bargaining unit member.

E. Effectiveness Rating

1. Teachers shall be assigned an evaluation rating of Accomplished, Skilled, Developing or Ineffective based on the following criteria for OTES Teachers only:
  - a. 50% Student Growth Calculation defined as the change in student achievement for an individual student between two (2) points in time. (See Section )
  - b. Fifty Percent (50%) Teacher Performance Evaluation Rubric (Appendix \_\_)/Ohio Standards for the Teaching Profession.
2. Student Growth Calculation  
Student Growth shall be calculated based on the following, as applicable:
  - a. Fifty percent (50%) Value Added scores for all subjects where value added data is available
  - b. Fifty percent (50%) (or a combination that totals fifty percent):
    - i. ODE approved Vendor Assessments
    - ii. Board determined measures

- iii. An alternative student academic measure adopted under ORC 3302.03(C)(1)(e)
  - c. A student shall not be included in a teacher's Student Growth Calculation if the student has forty-five (45) or more absences for the school year.
3. Teacher Performance Evaluation Procedure
- a. Schedule of Observations:
    - i. Each teacher shall be observed formally twice during the school year. Each formal observation shall be a minimum of thirty (30) continuous minutes.
    - ii. The first formal observation shall occur no later than January 15; the second observation shall occur no later than May 1.
    - iii. A teacher who is under consideration for renewal or non-renewal under a limited or extended limited contract shall be formally observed at least three (3) times using the same procedures, timelines and deadlines set forth in this article.
    - iv. Any teacher receiving a rating of Accomplished shall be formally evaluated every three (3) years; the teacher's Student Growth Measure must stay at average or higher for the most recent school year. A credentialed evaluator shall conduct at least one (1) observation and conference with the teacher each year.
    - v. Any teacher receiving a rating of Skilled shall be formally evaluated every two (2) years; the teacher's Student Growth Measure must stay at average or higher for the most recent school year. A credentialed evaluator shall conduct at least one (1) observation and conference with the teacher each year.
    - vi. Administration will offer Association Representation to any bargaining unit member facing a possible improvement plan and/or being considered for non-renewal. Administration will be responsible for providing, class coverage.
    - vii. Peer, student, and parent surveys or evaluations cannot be used to gain evidence in this evaluation process.
    - viii. No evidence shall be collected by electronic monitoring or recording (audio or video) devices. Forms in Appendix H may be documented on electronic devices.
  - b. Schedule for Pre- and Post-Observation Conferences  
Pre- and post-observation conferences shall be held during the

contractual work day. Personal planning time shall be used for pre-conferences. Administrators are responsible for arranging post-conferences outside of personal conference time.

- i. A Pre-Evaluation Conference shall be held at least forty-eight (48) hours prior to the scheduled observation. The purpose of the pre-evaluation conference is to provide the evaluator and the teacher the opportunity to discuss the following:
    - (a) The written lesson plan and unit objective(s);
    - (b) Evidence that supports the Teacher Performance Rubric
  - ii. The Post-Observation Conference shall occur within ten (10) contractual work days of the formal observations unless absences occur due to personal leave, professional leave, sick leave or calamity days. During the post-observation conference:
    - (a) The evaluator and the teacher shall discuss all rubrics, forms, evidence and data collected.
    - (b) The evaluator will provide the teacher with copies of all rubrics, forms, evidence and data collected.
    - (c) Any areas of refinement noted by the evaluator during the formative assessment that may result in an ineffective rating shall be developed into a plan of action by the evaluator.
  - iii. The teacher shall have the opportunity to provide additional evidence related to the observation, as data toward the formative assessment up to five (5) contractual days after the post-evaluation conference.
- c. Informal Observations/Walkthroughs
- i. Informal observations/walkthroughs are unannounced, but must occur during a teacher's contractual work day. No more than five (5) informal observations/walkthroughs per semester shall occur and each shall be no longer than fifteen (15) minutes in duration.
  - ii. As a formative written assessment the informal observation/walkthrough shall focus on one (1) or more of the following components:
    - (a) Evidence of planning
    - (b) Lesson delivery
    - (c) Differentiation

- (d) Resources
- (e) Classroom environment
- (f) Student engagement
- (g) Student assessment

- iii. Any evidence collected during the informal observation/walkthrough that will be used as evidence on the Teacher Performance Rubric shall be reduced to writing on the designated form in Appendix \_\_\_\_.
- iv. The completed form shall be shared with the teacher within five (5) contractual work days.

4. Completion of Evaluation Process

- a. A copy of the final evaluation report, that includes the holistic performance rating and student growth measure rating, shall be given to the teacher at the final post-observation conference or at another conference scheduled no later than May 10.
- b. All applicable documents and forms shall be signed by the evaluator and the teacher. The teacher's signature shall not be evidence of agreement with the contents of the evaluation.
- c. The teacher shall have the right to submit a written response to the evaluation and have the response attached to the evaluation report in the teacher's personnel file.
- d. The following statements are in accordance with compliance with ORC:
  - i. Teachers with above expected levels of student growth will develop a professional growth plan for the evaluation cycle.
  - ii. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator.
  - iii. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

5. Ineffective Rating & Improvement Plan (Appendix \_\_\_\_)

- a. A teacher receiving an Ineffective Rating on the Summative Evaluation Form (Appendix ) or who has Below Expected Student Growth shall be given an Improvement Plan.
  - i. A written assistance plan will be developed by the evaluator to improve areas of performance on key professional indicators that have been documented to be

ineffective by the evaluator.

- ii. All monetary, time, material and human (mentors/coaches) resources required by the Improvement Plan will be provided to the teacher.
- iii. A minimum of six (6) work weeks will be given to the teacher to meet the requirements, including target dates and review dates established in the plan.

b. A reassessment of the teacher's performance shall be completed in accordance with the written plan, with opportunities for observation of performance. Should improvement be documented, the normal evaluation cycle shall resume. Should deficiencies still exist, the Improvement Plan shall be modified and reinstated.

6. **Deadline for Non-renewal**

The Superintendent (or designee) shall notify any teacher being non-renewed or terminated for the next school year by June 1.

7. **Green Evaluation Committee**

- a. The Association and the Board agree to create a joint Evaluation System Committee whose charge will be to create and revise, as necessary, procedures, instrument(s), and forms for teacher evaluation. The committee shall be comprised of three (3) Association Members appointed by the Association President/designee and three (3) members appointed by the Superintendent/designee.
- b. All recommendations for changes in the evaluation system made by the Green Evaluation Committee shall be submitted to the Association and the Board for review. If no agreement occurs in the committee, the issue shall be tabled until negotiations.
- c. The Association and the Board shall bargain any changes to the evaluation system language, policy, procedures, instrument, and forms, as required in accordance with Ohio Revised Code 411.7.
- d. Newly negotiated language shall be subject to ratification by the Board and the Association.
- e. Once ratified by both parties, the agreed changes shall be incorporated into the Master Agreement and will go into effect for the start of the next school year.
- f. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the Association and the Board agree to reconvene bargaining to determine whether adjustments are appropriate.

G. Non-Renewal of Bargaining Unit Members

Teachers employed under limited contracts shall be evaluated in accordance with the evaluation procedure in this Agreement.

H. The Board agrees to follow the provisions of ORC 3319.11 in non-renewing bargaining unit members.

7.04 TRANSFER OF EXPERIENCE

The Board shall allow credit of not less than five (5) years of experience of combined military and full-time teaching [one hundred twenty (120) days in one (1) year], nor more than ten (10) years on the current Green salary schedule.

7.05 ELEMENTARY COUNSELORS

The Board will provide an elementary counselor for Grades K-5.

7.06 STAFF MEETINGS

A. A designated day of the week not to exceed three (3) weeks per month shall be set aside for a building staff meeting. A weekly building staff meeting may or may not be held at the discretion of the Principal. All staff members are required to attend the meeting unless excused from attendance by the Building Principal. The building staff meetings shall start as soon as practical after the close of the regular school day, unless by mutual consent they are held in the morning. The building staff meeting shall not exceed one (1) hour beyond the starting time of the meeting, unless mutually agreed upon by the principal and the GEA. There shall be no staff meeting during any week in which building parent-teacher conferences are also scheduled.

B. In the interest of coordinating all educational programs within the system, and in providing the maximum amount of efficiency to school operations, all building staff meetings shall be scheduled on the same day of the week, as determined by the Administration and the GEA. All GEA meetings shall be scheduled not in conflict with the building staff meeting day as determined by the GEA.

C. The content of building staff meeting(s) shall not require any mandatory pre-or post-preparation.

D. Meetings of an emergency nature may be called by either party.

7.07 PAYROLL DEDUCTIONS

A. Payroll deductions shall be made for employees signing authorization cards, as provided by the Treasurer, for city income tax, tax-sheltered annuities, and any other deductions authorized before September, 1977.

B. Authorization for these deductions must be in the Treasurer's Office on the

Monday before the first payroll in September; and will be deducted twice per month, September through August of each school year, except for professional dues which will be deducted October through May. Those authorizations would have to be in by October 1.

- C. Employees who did not elect deductions in September would have an opportunity to do so during the period of the last two (2) weeks in January, to be effective twice per month through August. Exceptions to this clause can be granted by the Superintendent. One (1) additional optional deduction will be granted to the employee, upon request, for taxes and Credit Union. This additional optional deduction may be requested at any time.
- D. In the case of professional dues, the Board and its treasurer assume no obligations, financial or otherwise arising out of the provisions of this Section; and the Association shall indemnify and hold the Board and its treasurer harmless for any and all claims, grievances, arbitrations, awards, suites, attachments, or any other proceedings arising out of or by reason of any action taken by the Board or its treasurer for the purpose of complying with any of the provisions of this Agreement, except in those cases where negligence or malice can be proven.

#### 7.08 LABOR/MANAGEMENT COMMITTEE

- A. A Labor Management Committee is established. The Committee shall include the GEA President or designee and representatives of the GEA executive committee or other GEA representatives when appropriate. The Board will be represented by the Superintendent or designee and Administrators selected by the Superintendent when appropriate. The Committee will meet when issues of mutual interest arise.
- B. The Labor Management Committee will have the authority to discuss, issues of mutual interest. It will also evaluate school reform issues which may be legislated into effect during the term of this agreement. The Labor Management Committee shall not be construed as collective bargaining.
- C. Decisions by this committee cannot supersede Superintendent and Board authority, nor the authority of the GEA/OEA/NEA as the exclusive bargaining unit representative.

#### 7.09 EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL

- A. The Board is authorized to fill any certificated vacancy, with a previously retired certificated/licensed applicant (i.e., retired from any public school district in Ohio, including the Green Local School District) subject to conditions provided below.
- B. For purposes of salary schedule placement, a previously retired teacher ("PRT") will be granted a maximum of ten (10) years of service credit upon initial employment. A PRT may not advance beyond Step 10 on the certificated/licensed salary schedule.

- C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.
- D. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
- E. PRTs may be re-employed from year to year under limitations described in paragraph D., above, with Board approval, but shall not be eligible for continuing contract status.
- F. For purposes of Part C, Reduction in Force, PRTs will not accrue seniority.
- G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- H. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
- I. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this contract.

This section intentionally supersedes Ohio Revised Code, including but not limited to 3317.13, 3317.14, 3319.11, 3319.111, and 3319.17.

#### 7.10 DIRECT DEPOSIT

Direct deposit of paychecks for employees at their designated financial institution will be mandatory for all members of the bargaining unit. All employees must provide a deposit slip that shows the correct bank routing number and account number to the Treasurer's office. Each new employee shall provide a deposit slip upon hire. Failure to do so on a timely basis will authorize the Treasurer to hold any paychecks until the requirement is met. Employees will have their direct deposit stub e-mailed to them. New hires shall be provided thirty (30) calendar days to make the aforementioned request upon written notification. Employees may elect to change their aforementioned election by September 15<sup>th</sup> of each year.

### ARTICLE VIII-- AGENCY FEE

#### 8.01 PAYROLL DEDUCTION OF FAIR SHARE FEE

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become members of the Association, a fair share fee for the Union's representation of such non-members during the term of this contract. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane

to the Union's work in the realm of collective bargaining.)

#### 8.02 NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts to the Union.

#### 8.03 SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

- A. All fair share fee payors' payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
1. Sixty days employment in a bargaining unit position, or
  2. January 15<sup>th</sup>.
- B. Upon termination of membership during the membership year, the Treasurer of the Board shall, upon notification by the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member. The amount of the fee yet to be deducted shall be the annual fair share fees less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

#### 8.04 TRANSMITTAL OF DEDUCTIONS

The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

#### 8.05 PROCEDURE FOR REBATE

The Union represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and of Ohio.

**ARTICLE IX – HEALTH INSURANCE**

**9.01 HEALTH INSURANCE**

A.

Effective Date:	Employee share of the insurance premium
July 1, 2014	12%

B. Effective July 1, 2014 through June 30, 2016:

For the 2014-2015 school year (July through June), each employee participating in the Insurance Plan will receive annual lump sum payments equal to the dollar amount that is incurred beyond the 10% employee insurance premium share plus a stipend in the amount of Three Hundred Fifty Dollars (\$350). Payments will be made on or before March 1, 2015.

For the 2015-2016 school year (July through June), each employee participating in the Insurance Plan will receive annual lump sum payments equal to the dollar amount that is incurred beyond 11% employee insurance premium share plus a stipend in the amount of Three Hundred Fifty Dollars (\$350). Payments will be made on or before March 1, 2016.

**9.02 STARK COUNTY SCHOOLS COUNCIL**

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

The Board will pay 88% of the premium and the employee will pay 12% for full-time employees as provided in section 9.01 above.

A. Stark County COG

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

B. Preferred Provider — Doctors/Hospital

1. The parties agree that one or more preferred provider organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) health insurance

program.

2. Participation in any such programs will be voluntary, and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
3. The selection of the PPO(s), the types of benefits/programs, or any changes therein shall be mutually determined by the representative(s) of the COG and the Stark County OEA Office.

C. Preferred Provider — Prescription Drugs

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

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

D. Well Baby Care: \$1,000.00

E. Diabetic Management Program: will be a part of all PPO programs

F. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one month in advance.

G. Specifications – PPO:

Maximum Benefits	Unlimited
------------------	-----------

Deductible	\$100/individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.  Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative – Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy – shall be covered under the terms contained in the benefit booklet

Dependent Coverage – Unmarried dependent children from birth to age 19 (to age 26 if full time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certificate - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

H. Section 125 Tax Shelter

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

DENTAL INSURANCE

The Board shall provide dental coverage and pay 88% of the premium.

Plan description (summary only):

1. Maximum benefits/covered person:  
Class I, II or III - \$2,500/person per year
  2. Deductible – Individual \$25 per year
  3. Deductible – Family \$75 per year
  4. Co-insurance Amounts
    - a. Class I -  
Prevention 100% of Usual and Customary  
(no deductible)
    - b. Class II –  
Basic 80% of Usual and Customary
    - c. Class III –  
Major 80% of Usual and Customary
    - d. Class IV –  
Orthodontia 60% of Usual and Customary
- Lifetime maximum  
Orthodontia \$1,200 per individual

LIFE:

The Board shall provide term life and accidental death and dismemberment coverage in the amount equal to one (1) times the employee's present salary rounded to the nearest thousand.

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

9.03 INSURANCE PLAN

- A. The Association President will be provided with current copies of all official insurance policies governing the teachers' insurance coverages that are available to the Board and the Superintendent.

9.04 STRS PICK-UP: SALARY REDUCTION METHOD  
(Employer Pick-Up of Employee Contributions to STRS)

The Board herewith agrees with the Association to pick-up (assume and pay contributions to the State Teachers Retirement System (STRS) by salary reduction method), upon behalf of the employees in the bargaining unit, on the following terms and conditions:

- A. The amount to be picked up and paid on behalf of each employee shall be one hundred percent (100%) of the employee's contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefits in lieu of the employer pick-up.
- D. The pick-up shall become effective May 1, 1984, and shall apply to all compensation including supplemental earnings thereafter.
- E. For Federal and State Tax purposes, the annual contribution shall be the amount of compensation for each member reduced by the current mandatory rate.

9.05 STRS PICK-UP FOR GEA OFFICERS

The Green Education Association (GEA) President, Vice President, Secretary and Treasurer have the option to be paid a stipend by the Board as identified by the GEA. The GEA shall reimburse the Board for the cost for the stipends, state/federal taxes and any applicable retirement costs payable to the Ohio STRS.

**ARTICLE X -- COMPENSATION**

10.01 COMPENSATION RATE SUMMARY

Academic Work Rate (AWR):	AWR
.....	AWR
Curriculum Work .....	AWR (10-35 hr. max.)
Audio Technician.....	AWR
LPDC Members (except chairperson) .....	AWR (\$550 max)
Celebration of Education Building Coordinator(s) .....	\$300.00
L.D. Tutors.....	AWR
Home Instruction:	
.....	\$16.88/hour
Professional Development Teaching .....	AWR

10.02 MILEAGE

Payment shall be made at the Board rate to any approved teacher who must travel from school within the school system during school hours.

Payment shall be made at the end of the school year based on the following distances times thirty-six (36) weeks:

High School to Intermediate/Middle School ..... 0.5 Miles

High School to Greenwood/Green Primary .....	1.5 Miles
High School to Portage Lakes Career Center (PLCC).....	1.0 Miles
Intermediate/Middle School to Greenwood/Green Primary .....	1.8 Miles
Intermediate/Middle School to PLCC .....	0.5 Miles
Greenwood/Green Primary to PLCC. ....	2.0 miles

**10.03 LD TUTORS**

- A. Effective at the beginning of the 2003-04 school year, LD Tutors shall be paid the Academic Work Rate for the first five years of service.

LD Tutors paid on an hourly rate will be paid for one hundred seventy-nine (179) instructional days and two (2) parent conference days. LD Tutors will receive their hourly rate in cases of snow and other calamity days.

- B. Tutors with five (5) years of service in Green will be placed on the regular salary schedule at the 0 step with full benefits. Advancement on the salary schedule is capped at seven (7) years. Hours and days for such tutors will be in accordance with the regular teaching contract.
- C. All tutors shall be provided a job description.
- D. Effective for the 2007-2008 year and thereafter, the current ESL tutor position will be defined as a teaching position and afforded all rights and benefits under the contract. The ESL tutor currently in the ESL position shall be placed on the salary schedule at the step currently placed.

**10.04 TUTORING PAY AND HOME INSTRUCTION**

Effective at the beginning of the 2007-08 and 2008-09 school years, tutors (except for LD Tutors) employed by the Board will be paid at the rate of \$16.39 and \$16.88 per hour respectively. This rate will be raised in the future by the same percentage increase as reflected at the Bachelors minimum spot on the regular salary schedule. All home instruction positions shall be announced to the staff by the Superintendent's Office. Those interested staff members interested shall contact the Superintendent, or his/her designee, within five (5) business days of the announcement. Staff members will be given first consideration.

**10.05 DEPARTMENT HEADS AND GRADE LEVEL COORDINATORS**

- A. Department chairpersons and grade level coordinators will be appointed by building administrators with the approval of the Superintendent. They will receive a supplemental contract and will be paid at the rate listed under Extra-Duty. They have the right to reject the appointment.
- B. Department chairpersons and grade level coordinators will have released time of two (2) full days per year. Two (2) additional days may be granted on the Superintendent's approval. Released time will be arranged with the building

administrator. Department chairpersons will be released from all non-teaching duties as practical within the building assignments as determined by the Building Principal.

- C. Department chairpersons and grade level coordinators must meet with their departments a minimum of five (5) times a year. Minutes of these meetings must be kept and submitted to the Building Principal no later than five (5) working days after each meeting.

**10.06 EXTRA-DUTY PAY**

Salaries will be determined as a percentage of the base salary.

For the 2014-2015 school year, the following percentages shall apply.

During the 2014-2015 school year, a joint committee shall be created comprised of four (4) representatives designated by the GEA President and four (4) representatives designated by the Superintendent for the purpose of reviewing the various categories of extra-duty pay in order to determine if the categories accurately reflect supplemental positions in the Green Local School District and whether the compensation for the extra-duty is appropriate. The committee will report determinations to the GEA President and the Superintendent on or before February 1, 2015. If changes are recommended, representatives for the GEA and the Board shall bargain those changes for implementation in the 2015-2016 school year.

<b>CATEGORY A — 20.0%</b>	<b>CATEGORY B —17.5%</b>	<b>CATEGORY C — 13.0%</b>
Head Band	Head Wrestling	Head Baseball
Head Football	Weight/Conditioning	Head Softball
Head Basketball	Head Soccer	Head Track
		Head Volleyball
		Assistant Band Director
		Assistant Basketball
		Assistant Football
		Assistant Wrestling
		Head 9 <sup>th</sup> Grade Football
		Head Swimming

<b>CATEGORY D —11.0%</b>	<b>CATEGORY E —9.6%</b>	<b>CATEGORY F — 8.0%</b>
9 <sup>th</sup> Basketball	H.S. Cross Country	Athletic Manager H.S.
9 <sup>th</sup> Football— Assistant	Head Golf	Athletic Manager M.S.
9 <sup>th</sup> Wrestling	Head Tennis	9 <sup>th</sup> Baseball
Head M.S. Football	Assistant H.S. Baseball	9 <sup>th</sup> Softball
Yearbook High School	Assistant H.S. Soccer	Assistant M.S. Track
Drama High School	Assistant H.S. Softball	M.S. Volleyball
Head H.S. Cheerleader	Assistant H.S. Track	Assistant M.S. Wrestling
Head H.S. Gymnastics	Assistant H.S. Volleyball	Department Heads H.S.
Telecommunications	M.S. Basketball	Vocal Music Director H.S.
	Assistant M.S. Football	Assistant Cheerleader H.S.
	Head M.S. Track	9 <sup>th</sup> Volleyball
	Head M.S. Wrestling	9 <sup>th</sup> Grade Soccer
	Debate H.S.	H.S. Dance Team
	Academic Team H.S.	
	Bowling	
	Assistant Swim Coach	
<b>CATEGORY G — 6.5%</b>	<b>CATEGORY H— 4.5%</b>	<b>CATEGORY I— 3.0%</b>
Grade Level Coordinator	Newspaper H.S.	Ski Club H.S.
Assistant Tennis H.S.	Junior Class Advisor	Ski Club M.S.
M.S. Cheerleader	National Honor Society H.S.	Pep Club H.S.
9 <sup>th</sup> Cheerleader	Creative Arts Publication	Pep Band H.S.
Summer Physical Fitness	Renaissance Director H.S.	Varsity G.H.S.
Summer Open Gym	Outdoor Education Director	Ecology Club H.S.
Majorette Advisor	H.S. Jazz Ensemble & Orchestra	Art Club H.S.
Student Council H.S.	Drama Instrumental Director H.S.	Video Club H.S.
Senior Class Advisor	Mentor(s)	Drama Coach K-8
Girls of Green H.S.	Assistant M.S. Cross Country	Student Council M.S.
Percussion Instructor H.S.	Green Report	Builders Club M.S.
M.S. Cross Country	Writers Club	Science Club H.S.
Web Master		SADD Club H.S.
LPDC Chairperson		Safe Club H.S.
Drama Music Director H.S.		Key Club H.S.
Assistant Golf		Technology Club
Instrumental Music M.S.		Ski Club G.I.S.
Assistant Cross Country H.S.		
Technical Support		
Assistant Bowling		
Chain Reaction		

<b>CATEGORY J — 2.0%</b>	<b>CATEGORY K —1.5%</b>	<b>CATEGORY L — 1.0%</b>
Latin Club H.S.	Drama Support H.S.	Math counts M.S.
Spanish Club H.S.	Power of Pen M.S.	Read/Write Festival M.S.
French Club H.S.	Ensemble M.S.	welling Bee M.S.
German Club H.S.	National Honor Society M.S.	Geography Bee M.S.
Drama Music Director K-8	Bookstore M.S.	Think Quest M.S.
Mock Trial H.S.	Bridge Building Contest H.S.	Yearbook K-8
Science Olym H.S./M.S.		
Drama Support K-8		
Destination Imagination		

- A. Teachers performing extra-duty activities will receive a supplemental contract. They will be paid according to the category breakdown listed above. At their request, teachers will receive half of their pay at the end of the first semester. Positions may be added or deleted from the list upon the recommendation of the Administration and the approval of the Board. Salaries for new positions will be reached through the mutual agreement of the Superintendent, Building principal, sponsor, and the GEA representative. Staff interested in proposing the establishment of new positions should consult the faculty handbook for the proper procedure.
- B. Advisors of all non-athletic extra-duty positions must submit to the Building principal, no later than the end of the third week of school, an outline of proposed activities and a schedule of activity meetings, if applicable. At the end of the school year or at the end of the activity, whichever comes first (e.g. Ski Club), the advisor will submit a list of those participating and the activities/accomplishments of the club, with any recommendations for the coming school year.

#### 10.07 SEVERANCE PAY

- A. A teacher in Green Local Schools, upon retirement from active service under the provisions of the State Teachers Retirement System, or by death, shall receive severance pay equal to thirty-three and one-third percent (33⅓%) of one hundred thirty-two (132) days accumulated and unused Sick Leave (maximum forty-four (44) days).
- B. Such payment shall be based on the daily rate of pay of the retiree at the time of retirement or death; provided, however, that the retirement be effected within one (1) year of the last day of active service. A teacher who has completed fifteen (15) years or more in the Green Local School District may have up to three (3) years after the last day of active service to collect severance pay.
- C. The above payment shall be exempt from deductions as provided by law.

#### 10.08 RETIREMENT INCENTIVE

All teachers who retire, based on STRS eligibility requirements, during the school year

with thirty years or less of service and retire before June 30 of that school year shall receive a one-time lump sum of up to \$15,000. The Board shall allocate the amount of \$100,000.00 each year (July through June) for the retirement incentive. If the aggregate amount of the incentive requested for any year exceeds the allocated amount, the individual one-time lump sums shall be prorated. If the aggregate amount of the incentive requested for any year is less than the allocated amount, the remaining balance shall not be carried over to the next year. Teachers who wait to retire until after the thirtieth (30<sup>th</sup>) year of service will forfeit the opportunity to receive this payment. To be eligible to receive this lump-sum payment, the teacher must turn in his/her resignation by January 1 and remain in the employment of the Board through January 1 of the year of retirement. Payment of the one-time lump sum shall be by May 1 of the year of retirement.

#### 10.09 TUITION REIMBURSEMENT

The Board will reimburse teachers 50% for Graduate credit hours up to the maximums defined below per school year. A year is defined as June to May.

Beginning July 1, 2014, \$800 per teacher per year with a \$20,000 annual fund total.

Course of study selected is subject to prior approval of the Superintendent or designee. The payment shall apply only towards work beyond the B.A. level. If a teacher applies for an educational growth payment, application should be made to the Superintendent or designee by supplying a copy of the registration form after registration before the course work has been completed. Satisfactory evidence of completion of the course work (evidence of completion and evidence of payment) will be presented to the Superintendent or designee upon completion of the course work.

The amount payable to any teacher for completed coursework between June and May shall not exceed \$800 per year. Annually, all requests for tuition reimbursement shall be submitted to the building principal or administrator at year-end checkout. If the reimbursements requested exceed the annual fund total, \$20,000, each member shall be reimbursed according to the percentage calculated by dividing the total in the fund by the total cost of all semester hours requested for reimbursement. If the fund exceeds the total reimbursements requested reimbursements shall be made in full not to exceed \$800. In no event shall payment exceed the actual cost per semester hour.

All payments shall be reimbursed to all bargaining unit members who are eligible for payment on or before September 15 of each year for the preceding year. Any member who is no longer employed by the District on September 15<sup>th</sup> will not be eligible for reimbursement for the preceding year.

#### 10.10 STIPENDS

##### A. In-House Subbing:

When a substitute teacher cannot be hired, the Administration may ask a teacher to cover a classroom during their conference or prep time. The teacher has the option of covering that class. In return for the coverage, the teacher will receive

the AWR rate of payment. A list of teachers will be made who wish to cover classes and they will be asked on a rotating basis.

Elementary teachers who must cover a special, due to the absence of the specials teacher, will be paid the AWR. A special is defined as art, music, and gym. Every effort will be made to secure a substitute when a specials teacher is absent.

B. Professional Development Teaching:

Green teachers providing in-service for Green staff members as a part of the Green Staff development program will be paid at a rate of \$25.00 (twenty-five dollars) per instructional hour.

10.11 SALARY SCHEDULE — COMPENSATION

A. Increments:

Salary increments (vertical and horizontal) on the Salary Schedule in effect shall occur in September of each year in accordance with established practice. Steps 28 and 29 on the Bachelor, 5 year, and BA + 20 columns are effective only for those teachers on step 22 and above as of January 1, 1996.

B. B.A. Column:

For Teachers employed after September 1, 1991, the B.A. Column in the Salary Schedules set forth in this Master Agreement shall end at Step 13. For teachers employed after January 1, 1995, the B.A. Column in the Salary Schedules set forth in this Master Agreement shall end at Step 10.

C. Five Year Column (150 Graduate Hours):

For teachers employed after January 1, 1995, the FIVE-YEAR Column in the Salary Schedules set forth in this Master Agreement shall end at Step 13. A teacher must have earned one hundred fifty (150) undergraduate hours since beginning of his/her college work.

D. Additional Columns:

A B.A. plus 20 graduate hours column is added to the salary schedule effective September 1, 1995. A Masters plus 15 hours column is added to the salary schedule effective September 1, 1997.

E. Years That First Pay Is Delayed for One Week: The first pay date of the new contract year will be determined as follows:

When February 29 (leap year) occurs during the school year, the first pay of that school year will occur on Thursday in the week (Sunday through Saturday) that September 13 falls within. When there is no February 29, the first pay will occur on Thursday in the week of September 12.

Using this formula will cause the first pay of that school year to begin three weeks after the last pay of the previous year. The next time that this will happen is September 2015.

F. Academic Work Rate:

The Academic Work Rate (AWR) is as follows:

2014-2015	\$24.89
2015-2016	\$25.14
2016-2017	\$25.64

G. Doctorate Degree:

An employee with a Doctorate's degree will be paid five hundred dollars, (\$500) over the MA+30 column.

- H. In the event the General Assembly enacts legislation reducing the employer contribution to STRS and proportionately increases the employee contribution, the employee shall receive that percentage increase over his/her current compensation.

## **ARTICLE XI -- GRIEVANCE PROCEDURE**

### **11.01 DEFINITION**

- A. There are two (2) types of grievances:
1. One type of grievance is a claim by any certified/licensed teaching personnel and/or counselors based upon an event which affects a condition or circumstance of employment of a teacher or teachers, which is an alleged misinterpretation or misapplication of this Agreement, excluding PREFACE (page 1), between the GEA and the Board. These grievances may be grieved through Level V.
  2. The other type of grievance may be filed to seek solutions regarding matters and problems not defined in Paragraph A.1., above. These grievances may be grieved only through Level IV.
- B. If a grievance is not initiated within fifteen (15) days after the aggrieved party knew or should have known of the event or condition upon which it is based, the grievance shall be considered waived.
- C. A "grievance procedure" is a method by which any certified/licensed teaching personnel can express a complaint, problem or dispute, without fear of reprisal and obtain a fair hearing at progressively higher levels.
- D. An "Aggrieved" person is any certified/licensed teaching personnel having a

grievance.

- E. The “party in interest” is an individual or individuals who are in conflict with the aggrieved person or persons.
- F. A “representative” is an individual who advises or accompanies the aggrieved person or the party in interest.
- G. The limits in days under each level shall be counted as school days. The number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process.
- H. Extensions of prescribed time may be made by written mutual agreement. Failure to advance the grievance to the next available level of this procedure within the time prescribed shall consider the grievance to be waived. Failure on the part of the Administration to respond within the time prescribed shall result in the advancement of the grievance to the next level by the aggrieved.
- I. The term “teacher” includes all teaching personnel and counselors.
- J. Nothing in this Grievance Procedure shall be construed so as to deny an individual, the GEA, or its representatives, the right to redress before any appropriate administrative agency or through the courts, if such a course seems to the involved party or parties, at their sole discretion, more appropriate.

#### 11.02 PROCEDURE

- A. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances, which may arise from time to time. Both parties agree that the proceedings will be kept confidential, limited to parties involved or affected.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as maximum, and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement of the parties concerned. In the event a grievance is filed just prior to or at the end of the school year, the time limits set forth herein shall be reduced so that the Grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- C. The grievance forms shall not become part of the permanent personnel record but will be kept in a grievance file in the Treasurer’s Office. The pertinent case may be accessible to the official Board representative or the GEA for purposes of research for legal matters or precedents which have been established. No copies are to be made of any of these grievance files.

### 11.03 LEVEL ONE

- A. Any teacher or teachers who have a grievance shall discuss it first with the Immediate Supervisor in an attempt to resolve the matter informally. The teacher should state verbally that a grievance is being initiated. If additional informal meetings are required, representatives may be present.
- B. At the completion of Level I, if the "Immediate Supervisor" is the Superintendent, Level II will be by-passed and the grievance moved directly to the Level III procedure.

### 11.04 LEVEL TWO

- A. If, as a result of the discussion or discussions, the matter has not been resolved to the satisfaction of the aggrieved person within five (5) days, he/she shall set forth his/her grievance in writing:
  - 1. to the party in interest;
  - 2. with the Immediate Supervisor; and
  - 3. if he/she chooses to involve the GEA, to the Green Education Association President or designee.
- B. Within five (5) days of receipt of a written grievance, at Level II or subsequent levels, the Green Education Association shall decide whether or not there is a legitimate grievance.
- C. If the situation requires such, the Immediate Supervisor shall then initiate a hearing to investigate the grievance. The hearing shall include the party in interest, the aggrieved person, the Immediate Supervisor, and any other person who may be needed to give information concerning the grievance.
- D. The Immediate Supervisor shall communicate his/her decision and reasons to the aggrieved person and the party in interest, in writing, within five (5) days of receipt of the written grievance.

### 11.05 LEVEL THREE

- A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or no decision has been rendered within five (5) days from the date of the receipt of the grievance at Level II, or no decision has been rendered within five (5) days from the date of the receipt of the grievance by the Immediate Supervisor, the aggrieved may appeal to the Superintendent. The appeal to the Superintendent must be made in writing within ten (10) days of the immediate Supervisor's decision, and must set forth the grounds upon which the grievance is based.
- B. The Superintendent or designee shall request a report from the Immediate

Supervisor and shall confer with the concerned parties. Upon request, a separate conference with the party in interest or the aggrieved person shall be granted.

- C. The Superintendent or designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) days. The Superintendent or designee shall communicate his/her decision in writing, along with supporting reasons, to the aggrieved person, the Green Education Association, to the party in interest, and to the immediate Supervisor.

#### 11.06 LEVEL FOUR

If, after receiving the answer at Level Three, the aggrieved person remains aggrieved, the aggrieved person shall, in writing, request that the matter be submitted to grievance mediation with the Federal Mediation and Conciliation Service (FMCS). This request shall be made within ten (10) days from the receipt of the decision given at Level Three. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but no later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful or is not completed, and the employee remains aggrieved, the aggrieved person may proceed to Level Five.

#### 11.07 LEVEL FIVE

- A. Within ten (10) days after the conclusion of mediation, the aggrieved may request the issue he/she submitted to arbitration by notifying the GEA. The GEA shall have the responsibility of deciding the advisability of arbitration. If there is a subsequent demand for arbitration filed with the American Arbitration Association (AAA), the GEA will forward a copy of the request to the Superintendent. A designee of the Superintendent and designee of the GEA shall select an arbitrator under the Voluntary Rules and Regulations of the AAA.
- B. The arbitrator shall not have the authority to alter any of the provisions of his/her collective bargaining contract, nor modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and in no way interfere with the Board under its policies, except as is proper within the limitations expressed here in the Contract between the parties.
- C. The arbitrator shall make a report and decisions in triplicate to the aggrieved, the Superintendent, and the GEA. The report and decisions shall be issued as soon as possible, but in no event more than thirty (30) days after the initial hearing.
- D. The decision of the arbitrator, if rendered within and in accordance with the above-stated power, shall be final and binding on the GEA, its members, the teacher or teachers involved, and the Board.

- E. The cost of the arbitrator's services shall be shared equally by the Board and the Association. The expenses of witnesses and other representatives shall be borne by the party they represent. If a stenographic record of the arbitration proceedings is made, each party shall share equally the cost of the arbitrator's copy. The Board and the GEA shall pay for any copies they request.

## **ARTICLE XII -- CONCLUSION**

### **12.01 CONTINUITY CLAUSE**

All items not changed, revised, deleted and/or otherwise altered will remain in full force and effect for the duration of any subsequent agreement.

### **12.02 EFFECT AND DURATION OF CONTRACT**

A. **Amendment Procedure:**

This Contract represents the full understanding and commitment between the parties, and replaces all previous Contracts, agreements or understandings, whether written or verbal or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. This Agreement represents a completion of negotiations on all issues that were raised or could have been raised for the duration of the agreement. This Contract may be added to, deleted from or otherwise changed only by an amendment properly signed and ratified by each party.

B. **Personnel Policies And Practices:**

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract. Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

- C. This Agreement is made and entered into at the Green Local School District, Ohio, on this \_\_\_\_\_ day of October, 2014 by and between the parties, as attested to by the representatives whose signatures appear below.

- D. Copies of this Contract will be printed and distributed to each employee. The Association shall be supplied with an additional fifty (50) copies. The costs shall be shared equally by the Board and the Association.

FOR THE  
GREEN EDUCATION ASSOCIATION:



\_\_\_\_\_  
GEA, President

10/31/14

\_\_\_\_\_  
Date



\_\_\_\_\_  
Negotiations Chairperson

10/31/14

\_\_\_\_\_  
Date

FOR THE  
BOARD OF EDUCATION OF THE  
GREEN LOCAL SCHOOL DISTRICT:



\_\_\_\_\_  
Jeffrey L. Miller, II, Superintendent

10/31/14

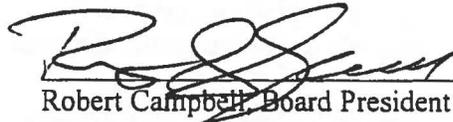
\_\_\_\_\_  
Date



\_\_\_\_\_  
Eydie Snowberger, Treasurer

10/31/14

\_\_\_\_\_  
Date



\_\_\_\_\_  
Robert Campbell, Board President

10/31/14

\_\_\_\_\_  
Date

## DEFINITIONS GLOSSARY

### PERSONNEL

“Full-time Tutors” will be defined as tutors who work one hundred twenty (120) days or more a year and five (5) hours or more a day.

“Part-time certificated/licensed teachers” shall be defined as those who work no more than four hours a day, or who teach no more than one-half (1/2) the actual time in classroom hours of a full-time teacher.

“Certificated/licensed personnel” shall be defined as those whose position requires a valid Ohio teacher, counselor, or educational media certificate/license.

### SALARY COLUMNS

To be paid according to the “Five Year” column on the salary schedule, a teacher must have earned one hundred fifty (150) semester hours since beginning his/her college work.

To be paid according to the “M.A.+30” column on the salary schedule, a teacher must have earned thirty (30) graduate semester hours after the date of his/her Master’s degree.

For the B.A. +20 column a teacher must have earned 20 semester graduate hours. Up to fifteen CEU’s may be substituted for up to five (5) graduate credit hours (3:1 ratio).

For the M.A. +15 column a teacher must have earned 15 semester graduate hours after the date of his/her Master’s degree. Up to twelve CEU’s may be substituted for up to four (4) graduate credit hours (3:1 ratio).

### ACADEMIC WORK RATE (AWR)

The hourly rate paid to a member of the bargaining unit who is performing work outside of the regular teaching schedule. This rate is only paid when referenced in this agreement or approved by the Superintendent.

### HOLIDAY

A scheduled non-attendance day.

GREEN EA INDEX						
STEPS	BA	Five Years	BA + 20	MASTERS	MASTERS + 15	MASTERS + 30
STEP 0	1.0000	1.0310	1.0510	1.0710	1.0810	1.0910
STEP 1	1.0500	1.0878	1.1113	1.1348	1.1467	1.1585
STEP 2	1.1001	1.1446	1.1716	1.1986	1.2124	1.2261
STEP 3	1.1501	1.2015	1.2320	1.2625	1.2781	1.2937
STEP 4	1.2001	1.2583	1.2923	1.3263	1.3438	1.3613
STEP 5	1.2501	1.3151	1.3526	1.3901	1.4095	1.4288
STEP 6	1.3002	1.3719	1.4129	1.4539	1.4752	1.4964
STEP 7	1.3502	1.4287	1.4732	1.5177	1.5409	1.5640
STEP 8	1.4002	1.4855	1.5335	1.5815	1.6065	1.6315
STEP 9	1.4502	1.5423	1.5938	1.6453	1.6722	1.6991
STEP 10	1.5003	1.5992	1.6542	1.7091	1.7379	1.7667
STEP 11	1.5503	1.6560	1.7145	1.7730	1.8037	1.8343
STEP 12	1.6003	1.7128	1.7748	1.8368	1.8693	1.9018
STEP 13	1.6503	1.7696	1.8351	1.9006	1.9350	1.9694
STEP 16	1.7004	1.8264	1.8954	1.9644	2.0007	2.0370
STEP 19	1.7504	1.8832	1.9557	2.0282	2.0664	2.1045
STEP 22	1.8004	1.9401	2.0161	2.0920	2.1321	2.1721
STEP 25	1.8504	1.9969	2.0764	2.1558	2.1978	2.2397
STEP 27	1.9386	2.0950	2.1796	2.2642	2.3090	2.3537

2014-15	Green Salary Schedule				Base: \$33,830	
STEPS	BA	Five Years	BA + 20	MASTERS	MASTERS + 15	MASTERS + 30
STEP 0	33,830	34,879	35,555	36,232	36,570	36,909
STEP 1	35,522	36,800	37,595	38,390	38,793	39,192
STEP 2	37,216	38,722	39,635	40,549	41,015	41,479
STEP 3	38,908	40,647	41,679	42,710	43,238	43,766
STEP 4	40,599	42,568	43,719	44,869	45,461	46,053
STEP 5	42,291	44,490	45,758	47,027	47,683	48,336
STEP 6	43,986	46,411	47,798	49,185	49,906	50,623
STEP 7	45,677	48,333	49,838	51,344	52,129	52,910
STEP 8	47,369	50,254	51,878	53,502	54,348	55,194
STEP 9	49,060	52,176	53,918	55,660	56,571	57,481
STEP 10	50,755	54,101	55,962	57,819	58,793	59,767
STEP 11	52,447	56,022	58,002	59,981	61,019	62,054
STEP 12	54,138	57,944	60,041	62,139	63,238	64,338
STEP 13	55,830	59,866	62,081	64,297	65,461	66,625
STEP 16	57,525	61,787	64,121	66,456	67,684	68,912
STEP 19	59,216	63,709	66,161	68,614	69,906	71,195
STEP 22	60,908	65,634	68,205	70,772	72,129	73,482
STEP 25	62,599	67,555	70,245	72,931	74,352	75,769
STEP 27	65,583	70,874	73,736	76,598	78,113	79,626

\*\* Teachers who are at steps 14, 15, 17, 18, 20, 21, 23, 24, 26 will receive an additional \$500 non-repetitive stipend in a special paycheck that will be issued on or before the first paycheck in December.

2015-16	Green Salary Schedule				Base: \$34,168	
STEPS	BA	Five Years	BA + 20	MASTERS	MASTERS + 15	MASTERS + 30
STEP 0	34,168	35,227	35,911	36,594	36,936	37,277
STEP 1	35,876	37,168	37,971	38,774	39,180	39,584
STEP 2	37,588	39,109	40,031	40,954	41,425	41,893
STEP 3	39,297	41,053	42,095	43,137	43,670	44,203
STEP 4	41,005	42,994	44,155	45,317	45,915	46,513
STEP 5	42,713	44,934	46,216	47,497	48,160	48,819
STEP 6	44,425	46,875	48,276	49,677	50,405	51,129
STEP 7	46,134	48,816	50,336	51,857	52,649	53,439
STEP 8	47,842	50,757	52,397	54,037	54,891	55,745
STEP 9	49,550	52,697	54,457	56,217	57,136	58,055
STEP 10	51,262	54,641	56,521	58,397	59,381	60,365
STEP 11	52,971	56,582	58,581	60,580	61,629	62,674
STEP 12	54,679	58,523	60,641	62,670	63,870	64,981
STEP 13	56,387	60,464	62,702	64,940	66,115	67,290
STEP 16	58,099	62,404	64,762	67,120	68,360	69,600
STEP 19	59,808	64,345	66,822	69,300	70,605	71,907
STEP 22	61,516	66,289	68,886	71,479	72,850	74,216
STEP 25	63,224	68,230	70,946	73,659	75,094	76,526
STEP 27	66,238	71,582	74,473	77,363	78,894	80,421

\*\* Teachers who are at steps 14, 15, 17, 18, 20, 21, 23, 24, 26 will receive an additional \$500 non-repetitive stipend in a special paycheck that will be issued on or before the first paycheck in December.

2016-17	Green Salary Schedule				Base: \$34,851	
STEPS	BA	Five Years	BA + 20	MASTERS	MASTERS + 15	MASTERS + 30
STEP 0	34,851	35,931	36,628	37,325	37,674	38,022
STEP 1	36,594	37,911	38,730	39,549	39,964	40,375
STEP 2	38,340	39,890	40,831	41,772	42,253	42,731
STEP 3	40,082	41,873	42,936	43,999	44,543	45,087
STEP 4	41,825	43,853	45,038	46,223	46,833	47,443
STEP 5	43,567	45,833	47,139	48,446	49,122	49,795
STEP 6	45,313	47,812	49,241	50,670	51,412	52,151
STEP 7	47,056	49,792	51,342	52,893	53,702	54,507
STEP 8	48,798	51,771	53,444	55,117	55,988	56,859
STEP 9	50,541	53,751	55,546	57,340	58,278	59,215
STEP 10	52,287	55,734	57,651	59,564	60,568	61,571
STEP 11	54,030	57,713	59,752	61,791	62,861	63,927
STEP 12	55,772	56,693	61,854	64,014	65,147	66,280
STEP 13	57,515	61,672	63,955	66,238	67,437	66,636
STEP 16	59,261	63,652	66,057	68,461	69,726	70,991
STEP 19	61,003	65,631	65,158	70,685	72,016	73,344
STEP 22	62,746	67,614	70,263	72,908	74,306	75,700
STEP 25	64,488	69,594	72,365	75,132	76,596	78,056
STEP 27	67,562	73,013	75,961	78,910	80,471	82,029

\*\* Teachers who are at steps 14, 15, 17, 18, 20, 21, 23, 24, 26 will receive an additional \$500 non-repetitive stipend in a special paycheck that will be issued on or before the first paycheck in December.

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and on behalf of the Green Local Schools District Board of Education and the Green Education Association. The parties have agreed to revise section 5.07 of the Master Agreement which shall be in effect through August 31, 2014.

### 5.07 Entry-Year Teacher and Resident Educator Programs

#### A. Entry-Year Teacher Program

1. Licensed or certificated staff members who are new to the district will participate in an entry-year program facilitated by the Office of Learning and Teaching and the assigned entry-year program mentor.
2. The entry-year program mentor or Year 1 Resident Educator Mentor and entry-year teacher will follow the guidelines in the Entry-Year Teacher Handbook.
3. Entry-year program mentors will be paid in accordance with Article 10.06 (Category J). Year 1 Resident Educator Mentors will be paid in accordance with Article 10.06 (Category H).

#### B. Resident Educator Program (Effective Fall 2011)

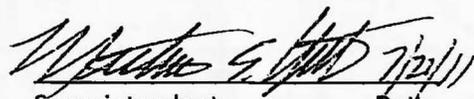
1. Licensed or certificated staff members with fewer than four years of teaching experience, hereafter referred to as Resident Educator (RE), must participate in the Resident Educator Program as prescribed by the Ohio Department of Education Resident Educator Program Standards. The first year of mentorship with Green Local Schools shall include participation in the district's entry-year program.
2. A Resident Educator Mentor (REM) will be assigned to each RE.
  - a. The REM shall attend *all required mentor training modules* to become a certified mentor.
  - b. The REM shall use the formative assessment tools and protocols to support the resident educator.
  - c. The REM shall incorporate the district's entry-year program during the RE's first year of employment with Green Local Schools.
  - d. Upon completion of each year of mentoring and support, the REM will participate in a formative progress review to assist the RE in meeting the summative assessment requirements.
  - e. At the end of the RE Program, the REM must sign the licensure application attesting to the completion of the program requirements.
3. The REM will be compensated as follows based on RE's progress toward professional licensure and in accordance with Article 10.06:
  - a. Year 1, including entry-year program: Category H
  - b. Year 2 (if required): Category L
  - c. Year 3 (if required): Category L
  - d. Year 4 (if required): Category L

#### C. Guidelines

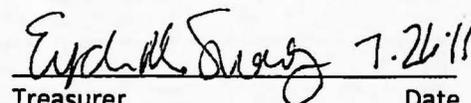
1. The Green Education Association and the Green Local School District agree to meet annually in May and report to the superintendent and GEA president recommended improvements to the entry-year program and Entry-Year Teacher Handbook.
  - a. The GEA president shall send up to 3 members of the bargaining unit, all of whom shall be licensed and active mentors, to the annual meeting;
  - b. The Superintendent shall send up to 2 members of the administrative team to the annual meeting.
2. If the Ohio Department of Education revises the Resident Educator Program, items in section 5.07 shall be subject to negotiations between the Board and the GEA.

\_\_\_\_\_  
GEA President

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

1. The purpose of this document is to provide a comprehensive overview of the current state of the project and to identify the key areas that require attention.

2. The project has made significant progress since the last meeting, with several key milestones being achieved.

3. However, there are still several challenges that need to be addressed, particularly in the areas of resource allocation and timeline management.

4. It is recommended that the project team focus on these areas and develop a detailed plan to address the identified issues.

5. The next meeting should be held on [Date] to discuss the progress and the implementation of the proposed plan.

6. Please refer to the attached documents for more detailed information on the project status and the proposed actions.

7. Your input and feedback are highly valued, and we encourage you to share your thoughts on the project's progress and the proposed plan.

8. Thank you for your continued support and commitment to the success of the project.

9. Best regards,

[Signature]

[Name]

[Title]

[Contact Information]

[Additional Information]

[Closing Remarks]

[Final Sign-off]

[Page Number]

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Green Local School District Board of Education (hereinafter referred to as "Board"), the Green Education Association (hereinafter referred to as "GEA") and the individual teachers named in this document and the attached Exhibit A.

The parties have engaged in extensive discussions concerning the appropriate placement of teachers on the teachers' salary schedule contained in the collective bargaining agreement (hereinafter referred to as "CBA") between the Board and GEA. Specifically, the parties have discussed the number of years of service credit that should be recognized for previous teaching service outside of the Green Local School District for placement on the teachers' salary schedule for teachers hired prior to January 1, 1998.

The parties have agreed to the following:

1. Exhibit A attached to this Agreement represents all teachers in the bargaining unit represented by the GEA who were hired by the Board prior to January 1, 1998 and who are entitled to receive additional years of service credit for the purpose of salary schedule placement. Exhibit A also reflects the additional years of service credit for salary schedule placement to which each teacher is entitled by the agreement of the parties.
2. Except for Christine Bonk, the individuals listed on Exhibit A shall be credited with an installment of years of service credit indicated in the corresponding column for each school year beginning with 2007-2008 and concluding with 2009-2010. Each installment of service credit shall be prospectively applied at the beginning of each school year indicated.
3. To the extent necessary, those individuals affected by the provisions of paragraph 2 shall receive a lump-sum payment of any salary arrearage for the 2007-2008 school year on or before May 1, 2008.
4. Effective with the 2006-2007 school year, Christine Bonk shall be credited with an additional six (6) years of service credit for her placement on the

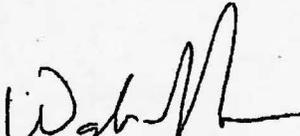


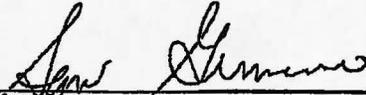
teachers' salary schedule and her salary shall be calculated accordingly and prospectively. Any salary arrearage payable to Mrs. Bonk shall be tendered on or before May 1, 2008.

5. Except as provided in this Agreement, GEA, on behalf of itself and the individual members of the bargaining unit it represents, waives any and all claims, rights, or entitlements to back pay from the Board that any of the teachers employed by the Board before January 1, 1998 may have or had due to the individual's placement on the salary schedule and the number of years of service credit allotted.
6. The parties acknowledge that this Agreement has been reached through open dialogue, negotiations, and communications and that it represents the full and complete understanding of the parties concerning salary schedule adjustments for prior years of service. As such, the parties waive any claims that may exist or could have been raised concerning proper service credit on the teachers' salary schedule.
7. The parties acknowledge that they have had a full opportunity to discuss this subject matter and the contents of this MOU with counsel, members of the bargaining unit, and that the signatures of their representatives are free acts with an understanding of the significance of the terms recited herein.

ON BEHALF OF THE BOARD:

ON BEHALF OF GEA AND THE  
MEMBERS OF THE BARGAINING  
UNIT IT REPRESENTS:

  
\_\_\_\_\_  
Wade Lucas, Superintendent

  
\_\_\_\_\_  
Sam Germano, President

Date: 3-20-08

Date: 3/20/08

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10.06 Extra-Duty Pay		Salaries will be determined as a percentage of the base salary		
<b>Category A 34%</b>	<b>Category B 27%</b>	<b>Category C 17.5%</b>		
Head Football	Head Band	Head Wrestling		
	Head Basketball	Head Soccer		
		Head Baseball		
		Head Softball		
		Head Volleyball		
		Head Lacrosse		
		Head Swimming		
		Asst. Band Director		
<b>Category D 13%</b>	<b>Category E 11%</b>	<b>Category F 9.6%</b>		
Head Track	Athletic Scheduler/M.S. AD	Asst. HS Baseball		
Asst. Basketball	9th Football - Assistants	Asst. Lacrosse		
Asst. Football	9th Basketball	Asst. HS Soccer		
Asst. Wrestling	9th Wrestling	Asst. HS Softball		
Vocal Music Director - HS	Yearbook - HS	Asst. HS Track		
Head Cheerleader	Drama - HS	Asst. HS Volleyball		
Head Gymnastics	Dance Team - HS	MS Basketball		
Telecommunications	RTI Coordinator	Asst. MS Football		
Cross Country - HS		Head MS Track		
Head Golf		Head MS Wrestling		
Head Tennis		Academic Team - HS		
Bowling		Asst. Swim Coach		
		Percussion Instructor HS		
		Instrumental Music -MS		
<b>Category G 8%</b>	<b>Category H 6.5%</b>	<b>Category I 4.5%</b>		
9th Baseball	Athletic Manager	Newspaper - HS		
9th Volleyball	Asst. Tennis - HS	Junior Class Advisor		
9th Soccer	MS Cheerleader	Foreign Language Club		
9th Softball	9th Cheerleader	Outdoor Education -HS		
Asst. MS Track	Majorette Advisor	HS Jazz Orchestra		
MS Volleyball	Student Council - HS	HS Jazz Ensemble		
Asst. MS Wrestling	Senior Class Advisor	Drama Instrumental Director HS		
Department Heads - HS	Girls of Green - HS	Pep Band - HS		
Asst. Cheerleader - HS	LPDC Chairperson	Ensemble - MS		
MS Cross Country	Drama Music Director - HS	Year 2,3,4 Resident Educator Mentor		
	Asst. Golf			
	Asst. Cross Country - HS			
	Asst. Bowling			
	Chain Reaction			
	National Honor Society			
	Asst. MS Cross Country			
	Webmaster			
	Lead Mentor			
	Year 1 Resident Educator Mentor			
	RESA Facilitator			

<b>Category J 3%</b>	<b>Category K 2%</b>	<b>Category L 1.5%</b>
Academic Challenge GMS	Curriculum Team Leaders	Drama Support - HS
Art Club - HS	Mock Trial - HS	National Honor Society - MS
Drama Coach - K-8	Drama Support - K-8	Bookstore - MS
MS Student Council	Yearbook GMS	
Science Club - HS	Destination Imagination	
Key Club - HS		
Ski Club - GMS		
Ski Club - GIS		
Drama Music Director		
Technology Club		
<b>Category M 1%</b>	<b>MISC</b>	
Read/Write Festival - MS	Friday School Monitor - AWR	
Spelling Bee - MS	Academic Intervention - AWR	
Geography Bee - MS	GPS Student Support - AWR	
Think Quest - MS	Auditorium Manager \$25/hour	
Yearbook - K-6		