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NEGOTIATED AGREEMENT

Between the

Green Local Teachers
Association

and

The Green Local Board of
Education

EFFECTIVE

JULY 1, 2014 THROUGH DECEMBER 31, 2017

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ARTICLE I - RECOGNITION

A. Recognition of the Association

The Green Local Board of Education, hereinafter referred to as the "School Board" recognizes the Green Local Teachers Association, hereinafter referred to as the "Association", as the sole negotiations representative of the certified, regular full or part-time teachers, full time or part-time LD tutors, and nurses. Such sole representation for the specified bargaining unit shall be limited by both parties to salaries, hours and/or terms and conditions of employment. Substitutes, aides, non-certificated employees, principals, assistant principals, administrative, supervisory staff and non teacher certificated personnel are specifically excluded from the bargaining unit.

B. Recognition of the Board

The Association recognizes the school board as the locally elected body charged with the establishment of policies for public education in the Green Local School District and as the employer of all personnel of the school system.

C. Recognition of the Superintendent

The Association and the school board recognize the Local Superintendent as the chief executive officer and the primary professional advisor of the board and who, as such, shall participate in the negotiation process.

ARTICLE 2 - NEGOTIATIONS

A. Negotiable Items

Matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are the items considered negotiable.

B. Initiation of Negotiations

Negotiations shall be initiated not later than sixty (60) nor more than ninety (90) days prior to the ending of the terms of the previous contract by written notification of one party to another requesting to enter into negotiations. Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent and the School Board. Request from the School Board will be made in writing to the President of the Association. Requests for meetings shall contain a description of the items for negotiations.

C. Negotiation Meetings

The requests for negotiations shall contain a suggested time and date for the first negotiation session. A mutually agreed upon time will be reached by the designated negotiations teams for the Board and designated representatives of the Association within five (5) days of the request as to the time and place of the meeting which shall be within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time. Meetings shall not be held during hours in which school is in session. Such meetings shall be in executive sessions.

D. Negotiators

The School Board and the Association shall each designate five (5) negotiators for that period of time necessary to resolve issues related to negotiable items. Observers may be admitted upon mutual agreement of both teams. Either party may have up to two (2) additional observers if they so desire. Parties may call upon professional and lay representatives to consider matters under discussion and to make suggestions. Necessary clerical assistance shall be permitted to be present. The expense of such consultants or clerical assistance shall be borne by the party requesting them.

Each team shall designate one chief spokesperson who shall make verbal response for his team members and be responsible for initialing any tentatively agreed to items.

E. Procedures

At the first negotiations session, mutually accepted guidelines shall be established. Following this, the Association shall submit their proposals. The Board will submit their proposal at the next meeting. Negotiations shall proceed until a tentative agreement is reached on a contract.

Both parties shall agree to a time, date and place for the next negotiations session.

F. Mediation

Either party may request the use of mediation at any time during negotiations in an effort to reach an acceptable settlement. The negotiations teams may agree on any person to serve as mediator. If no agreement can be reached, a mediator will be requested from FMCS (Federal Mediation and Conciliation Service) whose rules and regulations will govern the mediation. The expenses of the mediator, if any, will be equally shared by the parties.

G. Agreement

If tentative agreement is reached on these matters being negotiated the understanding of the parties shall be reduced to writing and submitted to the membership of the Association and the School Board for ratification. If ratified by the Association, said written memorandum of understanding between parties shall then be submitted to the Board for its consideration. If approved by the affirmative vote of a majority of the full membership of the Board, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

The resulting agreement shall be binding on both parties and when necessary the provisions shall be reflected in individual contractual terms.

Should either party fail to ratify the contract, then the parties shall proceed with the settlement of dispute procedure.

H. Disagreement Procedural Timelines

1. Ohio Revised Code §4117.14 Dispute Settlement between Employee and Public Employer

- a. §4117.14 governs successor contract negotiations procedures between the district and the labor unions representing District employees.
- b. §4117.14(B)(1)(a) requires the District a labor organization representing District employees to serve written notice upon the other party of its intent to enter into negotiations on a successor contract not less than 60 days prior to the expiration of the existing contract(s). (June 30, 2007)
- c. §4117.14(B)(1)(b) requires the parties to bargain collectively for the purpose of negotiating a successor CBA.
- d. §4117.14(B)(1)(c) requires the parties to notify the State Employees Relations Board (SERB) by sending a copy of the Notice to Negotiate.
- e. §4117.14(B)(2) requires the parties to negotiate for a minimum of 60 days calculated from the date following the Notice to Negotiate.
- f. §4117.14(B)(3) mandates that the parties continue to follow all terms and conditions of the current CBA for a period of at least 60 days following the Notice to Negotiate or until the expiration of the collective bargaining agreement,

whichever is later. The parties cannot resort to a lockout or a strike during this negotiation period.

2. Mutually Agreed Upon Dispute Resolution Procedure

a. Responsibilities

The parties pledge themselves to negotiate in good faith and, in the event of disagreement, to use mediatory facilities as are available. The Association agrees that it will not, during the effective period of this Agreement, engage in or encourage any form of work stoppage, nor will it refuse to, or encourage a refusal to, render full services.

b. Mediation

If the foregoing procedures do not produce a satisfactory settlement, either party may request the matter be submitted to mediation for the purpose of resolving any and all unresolved issues, on mutually acceptable terms. The Federal Mediation and Conciliation Service (FMCS) process of initiating a mediation shall be used.

The mediator so appointed shall meet with representatives of the parties and shall take such steps he may deem appropriate to remove the causes of deadlock and persuade the parties to resolve their differences. The mediator shall have a maximum of fifteen (15) days weekdays, excluding holidays, from the time of appointment to affect a resolution of the matters at issue.

c. Ultimate Impasse

If mediation pursuant to Paragraph 2 above is unsuccessful, the parties shall be deemed to be at ultimate impasse pursuant to O.R.C. §4117 with all rights and responsibilities set forth herein.

d. Costs

The costs which may be incurred in securing and utilizing the services of a mediator shall be paid equally by the Board and the Association.

e. This impasse procedure is the parties' alternative dispute resolution procedure and is intended to supersede and replace the statutory procedures contained in O.R.C. §4117.14.

ARTICLE 3 - ORGANIZATIONAL RIGHTS

Recognition of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association and its affiliates or parent organizations shall have the following rights:

The building representatives of the Association in each individual school will have the use of bulletin board space designated by the Principal for Association business.

The Association President shall be provided all agendas, minutes, and other information generally provided the public and made available to Board members no later than the time of public distribution. The Association president or his/her designee shall be informed of any agenda changes.

Association announcements may be made on school building public address systems in accordance with established procedures.

Representatives may make announcements at the end of school faculty meetings. Association use of the school building will be in accordance with established school board policy.

With the permission of the individuals involved, names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.

The President of the Association and/or a designee and/or the Consultant of the Association shall have the right to visit schools. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall make the Principal or in his/her absence the acting building administrator, aware of the visit. The visitation time desired will not interfere with normal teaching duties of the professional staff member to be contacted.

The cost of printing this contract will be shared 50/50 by the Association and the Board. The Board bears the responsibility of printing the contract and for the life of the contract will provide the Association with enough copies for all bargaining unit members and for all new employees.

The Association shall be authorized to use Board-owned equipment, including but not limited to typewriters, word processors, computers, mimeograph machines, other duplicating equipment, telephones, calculating machines and all types of audiovisual equipment. Supplies used in connection with such equipment use will be furnished or paid for by the Association.

The Board, upon five (5) calendar days notice from the Association, shall place the Association on regular Board meeting agendas. The Association, upon request, may be placed on the agenda at all emergency or special meetings. Discussion with the Association shall be in open or executive session at the discretion of the Association.

Upon request of the Association President, the Association shall within five (5) calendar days, excluding Sunday, Saturday, and holidays, be provided financial documents that are regularly and routinely prepared in the normal course of the district business. Such documents shall include but not be limited to appropriations reports, treasurer's reports, amended certificates, tax budgets, SM-1 and SM-2.

The Association will be permitted to use school mailboxes to disseminate official association information.

Bargaining unit members shall have the right to Association representation at any meeting, conference or hearing called by the administration.

An association representative involved in representation of a bargaining unit employee at any presentation will not, if the presentation is scheduled on work time, suffer any loss of pay for time spent in such presentations. Time shall not exceed three (3) days.

ARTICLE 4 - BOARD MANAGEMENT RIGHTS

- A. Except as specifically modified by this agreement, the Board of Education retains without limitations all powers, rights and authority vested in it by laws, and the rights and responsibilities of a public employer enumerated in Section 4117.08 (C) of the O.R.C. These rights include:
1. To determine matters of inherit managerial policy, including but not limited to errors of discretion or Board policy such as functions and programs of the public employer, standards of service, budgeting, use of technology, and organizational structure;
 2. To direct, supervise, evaluate and hire active structure;
 3. To maintain and improve the efficiency and effectiveness of governmental operations;
 4. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 5. To suspend, discipline, demote, transfer, discharge for cause, layoff, assign, schedule, promote or retain active employees;
 6. To determine the overall mission of the Board as a unit of government;
 7. To effectively manage the work force;
 8. To take actions necessary to carry out the mission of the public employer as a governmental unit.
- B. The exercise of the foregoing management rights by the Board shall be limited only by the express terms of this agreement.
- C. Complete Agreement

The Board and the Association agree that during contract negotiations, which lead to this Agreement, both parties have the unlimited right to make proposals and counter proposals within the scope of bargaining. Both parties further agree that the written provisions of this Agreement represent complete and entire understanding between the parties. Any items previously agreed to and not included in the written provisions contained herein shall be null and void, shall have no further force or effect upon either party. All provisions of this Agreement shall remain in full force and effect during the terms of this Agreement, and no changes will be made in any wages, hours, terms and conditions of employment, unless negotiated.

ARTICLE 5 – DISCIPLINE PROCEDURE

- A. Disciplinary warnings and reprimands of a unit employee shall be private. An affected unit member may if he/she deems it necessary, request the presence of an Association representative. When such request is made, the conference shall not be delayed more than one (1) school day due to the availability of the representative. Such representation will be at the discretion of the unit member and shall not be denied.
- B. Employee Discipline
1. Unless described in section C of the Article, discipline shall be progressive in accordance with the procedure set forth below.
 2. Progressive Discipline Procedure:
 - a. Informal/Verbal Warning (documentation in writing)
 - b. Written Reprimand
 - c. Suspension without pay not to exceed three days
 - d. Suspension without pay not to exceed five days
 - e. Termination
- Commencing with Level 2(b) Written Reprimand, no employee shall be subject to discipline except for cause. A building principal shall have the right to issue informal/verbal warnings and written reprimands. The Superintendent shall have the right to issue suspensions.
- C. The principles of progressive discipline shall be applied except when the severity of the offense merits moving to a higher level of discipline. Additionally, if a unit employee is indicted or charged with a criminal offense, other than a minor traffic violation, the Superintendent shall have the right to suspend the unit employee without pay pending the disposition of the charge. If the charges prove false because the employee is found not guilty by the court, then the employee will be reinstated with back pay for the period within.
- D. Any written record of disciplinary action will be kept in the employee's personal file in compliance with Article 11.
- E. Informal warnings are not subject to the grievance procedure.
- F. Termination will be conducted in accordance with O.R.C. §. 3319.16

ARTICLE 6 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.
2. "Days" as used in this procedure shall be work days exclusive of negotiated or federally recognized holidays. During the summer, a work day shall mean Monday through Friday exclusive of holidays.
3. The "aggrieved" or "grievant" shall mean a professional staff member, a group of professional staff members or the Association acting on behalf of itself or professional staff, or any member or group of professional staff members.
4. The "party in interest" is the party with whom the aggrieved has a grievance.
5. Representation: Representation of the aggrieved may be by any approved agent(s) of the Association.

B. Statement of Basic Principles of Operation

1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. The Association will designate one or more representatives for processing grievances in each building. The name of the designated representative shall be given to the principal of the building(s) concerned and to the Superintendent within one (1) week after such designation.
3. The President of the Association shall receive from the grievant prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the forms hereto attached setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, to the President of the Association and the administrator involved.
4. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. Arbitration hearings, however, shall be held during regular working hours unless scheduled otherwise by the arbitrator.

5. The aggrieved and/or his designee shall be present at any grievance hearing. When the presence of the aggrieved at a grievance hearing is requested, only illness or any other serious incapacity of the aggrieved shall be grounds for any necessary extension of the grievance procedure time limits.
6. The number of days, indicated at each step, shall be considered maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
7. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
8. A copy of the grievance shall not be filed in the teacher's personnel file. No records, documents, or communications concerning a grievance will be placed in the personnel file of any of the participants. An official closed file of materials pertaining to the grievance will be established by the administrator responsible for personnel upon final resolution of the grievance.
9. Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level.

C. Procedure

Level One - Any teacher having a grievance shall first discuss such grievance(s) with his immediate superior. Nothing in this procedure shall be construed as limiting the rights of a teacher, having a complaint or problem, to discuss the matter informally with members of the Administration through normal channels of communication.

Level Two - A formal grievance may be lodged with the administrator within fifteen (15) work days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. The grievance conference shall occur within fifteen (15) work days after the grievance is filed. The grievant may elect to be accompanied by a GLTA representative. The administrator shall respond in writing within ten (10) work days after the formal grievance conference.

Level Three - In the event a grievance has not been satisfactorily resolved at Level Two, the grievant may file, within five (5) work days of the principal's or the appropriate administrator's written decision at Level Two, a copy of the grievance with the Superintendent. Within ten (10) work days after such written grievance is filed, the grievant/the grievant's representative, and the Superintendent or his designee shall meet to attempt to resolve the grievance. The Superintendent or his designee shall file his decision within five (5) work days of the Level Three filing and communicate it to the grievant.

Level Four - If the aggrieved is not satisfied with the disposition at Level Three then he may initiate Level Four of this procedure. The Association and the aggrieved may refer the grievance to the Board.

Level Five – If the aggrieved is not satisfied with the disposition at Level Four then he may initiate Level Five of this procedure. The Association and the aggrieved may refer the grievance to an arbitrator by giving notice to the Superintendent and/or the Board of its desire to do so. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA).

Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be binding on the Board, the Association, its member(s), and the teacher(s) involved. (There will be an updated grievance form for the school year 2012-13).

Cost of Arbitration

The fees and expenses of the arbitrator shall be the responsibility of the party that loses the decision. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

* Work day means instructional day and/or days the school district is open for business. The school district is closed on the following nine (9) days: New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.

Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA.

SEE APPENDIX D FOR FORM

ARTICLE 7 - REDUCTION-IN-FORCE

- A. The Board may reduce the number of teaching and/or supplemental contracts for the reasons set forth in O.R.C. 3319.17 or due to the return to duty of a regular teacher after a leave of absence or other assignment or for financial reasons. The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for teachers who retire, resign or whose limited-contracts are non-renewed.
- B. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Limited contracts which are due to expire will be suspended in accordance with the following general procedures:
1. The Board shall handle all staff reductions first through normal attrition;
 2. First-year limited contract teachers shall be reduced by using the following order:
 - a. Licensure/Certification
 - b. Meritorious service as determined by formal evaluation
 - c. When evaluations are comparable, by lowest seniority in the School District
 3. Second-year or more limited contract teachers shall be reduced by using the following order:
 - a. Licensure/Certification
 - b. Meritorious service as determined by formal evaluation
 - c. When evaluations are comparable, by lowest seniority in the School District
 4. Continuing contract teachers shall have their contracts suspended beginning with the least senior teacher and continuing in reverse seniority order. Continuing contracts shall be suspended only after all limited contracts in the teaching field of assignment by using the following order:
 - a. Licensure/Certification
 - b. Meritorious service as determined by formal evaluation
 - c. When evaluations are comparable, by lowest seniority in the School District.
 5. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

6. Seniority will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this district.
 - a. board approved leaves of absences such as military leave, educational leave and disability leave will not interrupt seniority, but time spent on other type leaves shall not count toward seniority.
 - b. if two or more teachers have the same length of continuous service, seniority will be determined by:
 - i) The date of the board meeting at which teacher was hired, and then by;
 - ii) The date the teacher signed his/her initial employment contract in the district, and then by;
 - iii) Any remaining ties will be broken by lot.
 7. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification, provided that he/she has, prior to next school year, taken an academic refresher course in the area of certification required to fill the vacancy. Any such election must be made at the time the teacher is notified (s)he will be affected. For purposes of this section, in order to "bump" the less senior teacher, proper certification/licensure for the position (HQT) must be currently held.
 8. Factors other than seniority and contract status, such as training and experience, may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve a fiscal or educational goal that could not be met by strict adherence to seniority and contract status.
- C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of reduction. Thereafter employees shall lose their right to recall. Teachers while on the recall list will have the following rights:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy and have or will have taken an academic refresher course in the area of certification, required for vacancy, during the period he was on the recall list.
 2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated, provided they have taken an academic refresher course in the area of certification, required for the vacancy, during the period he/she was on the recall list.
 3. If a vacancy occurs, the Board will send a certified announcement to the last known

address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within ten (10) calendar days. The most senior of those responding will be given the vacant position. Teachers who do not respond within ten (10) working days, shall not be considered for the position for which they are being notified.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff. The effective date of any reduction of force under this section is May 31 of the applicable school year. That teacher will receive all remaining wages earned on the next payroll date.

D. This article shall not interfere with any other lawful personnel procedure in the district.

DEFINITION OF ACADEMIC REFRESHER COURSE

An academic refresher course is defined: as a 3 semester hour or 4 quarter hour college level, academic subject, related to the area of certification.

ARTICLE 8 - VACANCIES

A. Definitions

1. **Vacancy** - A vacancy is an opening in the district for which a member of the bargaining unit is certificated/licensed and is a highly qualified teacher (HQT) as determined by the Ohio Department of Education.
2. **Assignments** - An assignment means the subject area, grade level and the building in which member is presently assigned.
3. **Voluntary Transfers** - A change in a teaching position from one position to another position at the request of the member. Members may ask for a transfer in areas in which they are certified.
4. **Involuntary Transfer** - An involuntary transfer shall be an employer initiated reassignment either in subject, grade level or building assignment.
5. **Seniority** - The length of active continuous service as a certificated employee under regular contract in this district beginning with the date of the original contract as verified by the board minutes. (Inactive employees on RIF do not accrue seniority while RIF'ed.)

B. Vacancies

1. As vacancies become known to the Superintendent and the Board of Education which are determined to be filled, they will be posted on the bulletin board of each school building's administrative office and the teacher's mailboxes.
2. The posting shall contain the following information:
 - a. the position(s) available
 - b. the requirements and qualifications for the job
 - c. the application deadline
 - d. the anticipated starting date
 - e. any additional information considered by the administration to be pertinent to the job
3. All vacancies shall be posted in all buildings for five (5) working days as well as emailed to the members. The notice shall state the qualifications necessary for the position.
4. Current members of the bargaining unit shall be given first consideration for employment to fill posted vacancies. For each position being sought, the bargaining unit member must submit a separate, new, written application. Such application must

be submitted to and verified by the central office staff by 3:30 P.M. within seven (7) working days of the original posting date, or in the case of summer posting ten (10) working days.

5. Such vacancies shall be filled on the basis of the individual's qualifications for the position, certification, and where appropriate seniority as determined by the Superintendent.

In cases of ties in seniority, the tie will be broken by the date and time at which the teaching contract was first returned to the Board office. The first returned is the most senior.

C. Assignments & Involuntary Transfer

When instructional needs so require, the Superintendent shall be permitted to involuntarily transfer or assign a bargaining unit member. The Superintendent's decision, pursuant to this section, shall be reasonable and may not be appealed unless such a decision can be shown as arbitrary, capricious or manifestly unreasonable.

1. Should a change in assignment between buildings and/or grade levels be anticipated, the principal will inform the bargaining unit member concerned. At the bargaining unit member's request, the principal will meet with the individual to discuss the proposed change.
2. Any member of the bargaining unit who is re-assigned or involuntarily transferred shall be given written notification of such re-assignment or transfer two (2) weeks before the first day of school unless an emergency or unforeseen situation arises.

D. Voluntary Transfers

1. A bargaining unit member shall have the right to request transfer from building to building by making a formal written request to the Superintendent no later than June 1st of the current school year.
2. If the transfer is not honored by the Superintendent, the teacher shall be given reasons as to why the voluntary request for transfer is denied, if the teacher so requests. Further, the request for voluntary transfer shall be kept on file for at least one (1) year.

E. Supplemental Contracts

All vacant supplemental contracts positions will be posted. Consistent with ORC 3313.53 current employees of the GLSD will be considered first when hiring for all supplemental positions. The employee must be qualified and the Board, in their discretion, must give sound reason for not hiring the GLSD employees over applicants outside the system.

- F. Nothing in this article shall preclude the Superintendent's right to transfer under 3319.01 ORC; nor the Board of Education's right to determine when a vacancy exists, and whether or not to fill such vacancy.

ARTICLE 9 - TEACHER CONTRACTS

A. Sequence of Limited Contract:

Limited regular contracts shall be issued in the following order:

1. Upon initial employment the first limited contract shall be at least one (1) year.
2. Upon renewal for the first time of a teacher's regular limited contract, a limited contract of two (2) years shall be offered. *{Creating the new sequence of 1,2,3,5}*
3. At the end of the two (2) year contract, a limited contract of three (3) years shall be offered. Subsequent limited regular contracts shall be for five (5) years. Pursuant to this section, in lieu of a five (5) year contract, any teacher who believes they will become eligible for a continuing contract at some time in the next three (3) to five (5) years, may opt for a contract term of less than a five (5) years as the parties mutually agree.
4. This sequence of contract issuance may be altered if one of the following conditions exists:
 - a. The teacher's evaluation indicates the need for an additional year of professional growth as determined by the Superintendent and the Board of Education. If such is determined, the teacher shall be given a written plan for professional improvement. The plan for professional improvement will be discussed in a conference with the teacher, building principal and superintendent. The plan shall be signed and dated by all three parties. The signature of the teacher indicates only that he/she has seen the plan. The signatures of the building principal and the superintendent signify that they are recommending a one (1) year contract for professional growth. At this conference the teacher may be accompanied by a representative of his/her choice.

B. Awarding of Continuing Contracts

1. Awarding of continuing Contracts will be in accordance with O.R.C. 3319.11 except that a teacher who during the life of a limited contract has attained the statutory requirements for continuing contract status shall be granted a continuing contract at the end of the current contract which the teacher holds. If thus approved, the effective date for continuing contract status shall be the ensuing school year. For the purposes of this provision, the transition point for contract status will be July 1. It is agreed that nothing in this section shall preclude the Board of Education from non-renewing a limited contract in accordance with O.R.C. Section 3319.11.

Note: The parties hereby affirm and agree that this section supersedes any past practice in regard to the award of continuing contracts.

ARTICLE 10 - TEACHER EVALUATION

A. Purpose

1. To assess an employee's work performance.
2. To help the employee to achieve greater effectiveness in performance of the work assignment.
3. To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal.
4. To focus on methods, instrumental strategies to improve student achievement.

B. Procedures

1. Evaluator

Evaluation of an employee shall be conducted by a licensed superintendent, principal or administratively credentialed Special Education Director (or similar title) employed by the Green Local Board of Education. In the event an employee performs work under the supervision of more than one principal, one principal shall be designated as the evaluating principal. The evaluator shall not be a bargaining unit member. The Special Education Director (or similar title) will be responsible for the OTES evaluation of P.E., Art, Music and the districts Intervention Specialists.

In case of situations where the building principal or assistant principal is on a leave of absence of more than two weeks and the other building administrator is unable to complete the additional walkthroughs, observations, and/or evaluations, the district superintendent will complete those duties until the administrator on extended leave returns. If exigent circumstances arise due to the absence of one or more administrators, the administration will request a meeting with the GLTA Executive Committee and together they will discuss alternatives for the continuation of the OTES evaluations. After consensus is reached, an MOU will be drafted and signed.

All evaluators must successfully complete the state mandated credentialing training on the Ohio Teacher Evaluation System Model.

2. Orientation

Not later than October 15 of each year, or in the case of a new employee within 45 days of the first day worked, each employee shall be notified in writing of the name and position of the evaluating supervisor. An employee newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment or as soon as reasonably practicable.

All employees will be given training on the group evaluation instrument in the fall of each school year, or in case of a new employee no later than forty-five (45) days after initial employment. The training will give instructions on the purpose, strategies and

mechanics of the evaluation tool, particularly related to the connection between evaluation and performance standards. Nothing in this paragraph shall restrict the evaluator or shall hamper the evaluation process in any way.

3. Schedule for Evaluation

This section supersedes and replaces the timeline provisions in Ohio Revised Code, Section 3319.11.

Employees on continuing contract shall be evaluated every two (2) years (two observations). The first observation will be completed by January 31 and the second observation will be completed by May 1. Final formal evaluation will be completed and presented to the continuing contract holder by May 15.

Employees on limited contracts shall be evaluated each year of the contract with two (2) formal observations. The first will be completed by January 31. The second will be completed by May 1. If deficiencies are noted, no more than two additional observations may be conducted as stated in this article, Section 5, 1.

The notification date for non-renewals is June 1.

4. Criteria for Evaluation

An employee shall be evaluated on criteria set forth in the Evaluation Instrument, as set forth in this contract.

No employee shall be evaluated on his or her work performance except after fair and reasonable observations of the work performance of the employee.

The evaluator may include anecdotal and other verified information such as documented instances of professional misconduct that has a direct bearing on the teacher's classroom effectiveness.

No undocumented information may become part of an employee's performance evaluation report.

C. Walkthroughs

Classroom walkthroughs shall be permitted and, to the extent practicable, shall be scheduled in advance to all parties. The goal is to identify and implement effective instructional practices and provide specific measures for improvement to teachers who need additional support. If deficiencies are continually observed, a formal observation process may be initiated as part of the existing evaluation process.

OTES walkthroughs will be limited to a maximum of two per observation (for a total of 4 per evaluation score). If more than two are performed, only those that are directly tied to the evidence of unnoted OTES criteria can be used for the final observation score.

An OTES walkthrough is a formative computer generated form that focuses on one or more of the following components:

1. Evidence of planning;
2. Lesson delivery;
3. Differentiation;
4. Resources;
5. Classroom environment;
6. Student engagement; and,
7. Assessment.

An OTES classroom walkthrough is NOT:

1. formal observation;
2. "gotcha" opportunities for supervisors or evaluators;
3. isolated event;
4. shortcut to the observation protocol required as part of the teacher evaluation process;
5. performed arbitrarily;
6. conducted without being in full sight of the classroom teacher.

The OTES walkthrough will be at least 5 consecutive minutes, but not more than 15 consecutive minutes in duration.

Walkthroughs will be in person and in full view of the employee.

Walkthrough forms are available on the school district's website.

The parties hereby express their specific intent to supersede the evaluation procedures in Ohio Revised Code 3319.11 by adopting this article.

D. Observations

1. Schedule of Observations

A minimum of two formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least two (2) weeks between formal observations. If after the second formal observation an employee's performance is found to be deficient to the extent that adverse personnel action may result, no more than two additional observations may be conducted.

2. Employees on a limited contract may have one unannounced observation during the evaluation process. The unannounced observation will not be the first observation or the last observation. No observations will be made the day before a holiday/break or the first day back from a holiday/break or sick leave.

3. Observation Conference

Formal observations will be preceded by a pre-evaluation conference between the evaluator and the teacher.

A post observation conference will be held after all formal observation of all employees.

An employee may request and shall be granted observation at any time in addition to those required by this procedure if deficiencies were determined on previous observations. Additional observations can be done by the employer when both parties mutually agree to a time and date.

Nothing in this section shall render an observation invalid if either a pre or post-conference does not occur.

4. The time limits in this evaluation procedure shall be adhered to except in cases of extended absence on the part of the employee. In this instance the employee and the employer will mutually agree upon a schedule for evaluations.

The intermittent or extended absence of a teacher shall not render the evaluation process moot. If a teacher is on an extended leave of absence or is continually absent on the day scheduled for their evaluation or observation, the teacher's evaluation record shall be completed based on the current school years observations and the resulting employment decision shall be made with the documented information at hand.

E. Identification of Deficiencies

Deficiencies Identified Through Formal Observations

Observations resulting in identification of performance deficiencies will be followed within five (5) work days by a conference between the evaluator and the employee in order for questions arising from the observations to be discussed. All of the evaluator's observations will be compiled in writing. All observations of deficiencies will sight specific areas that need improvement. A copy of the written observation report will be given to the employee at the post-observation conference.

The evaluator involved in the particular area of the employee's work will assist the employee in correcting deficiencies. Within ten (10) work days following the post observation conference, the evaluator and the teacher will coordinate a time to create a written plan for correcting the specific deficiencies which will include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

In cases where no deficiencies are noted, Ohio Revised Code will be followed.

F. Finalization of Evaluation

1. Written Evaluation

For continuing contracts, no later than January 31 and before the formal written evaluation report is finalized, both a copy of the written evaluation report for the employee's annual evaluation will be given to the employee and a conference will be held between the employee and the evaluator.

For limited contracts, no later than April 1 and before the second formal evaluation report is finalized, both a copy of the formal written evaluation report for the employee's second annual evaluation will be given to the employee and a conference will be held between the employee and the evaluator.

2. Completion of Evaluation Process

All final scoring will be made by using the following point system:

- A. Each Green Local OTES Rubric Domain will be scored independently using with a score of 1-4 ("Ineffective"- 1 , "developing"- 2, "skilled" – 3. "accomplished" - 4).
- B. Each Green Local OTES Rubric Domain that consists of more than one section will be scored by averaging the 1-4 scores of each section of that particular Domain.
- C. Once the ten (10) Green Local OTES Rubric Domains have been scored, those scores will be averaged for the final evaluation score.
- D. Any score that ends in .5 or above, will be rounded up to the next highest score.

The performance evaluation of an employee shall be based upon the observations of the employee's performance and the criteria listed under the Criteria for Evaluation section of this instrument, and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The final evaluation report shall be completed by May 15, signed by both parties, and sent to the Superintendent.

The employee's failure to sign their evaluation does not affect the legal sufficiency thereof.

3. Response to Evaluation

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

4. Due Process

An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

Any adverse employment action will be done in a progressive manner.

5. Remediation Plan

The recommendation for a teacher's placement on a Remediation Plan will be made by the evaluator of record following the receipt of 25% deficiencies on the District Evaluation document.

The teacher and the administrator together will formulate the Remediation Plan.

The Remediation Plan shall include:

1. specific performance expectations, resources, and assistance provided,
2. the district will provide for the allocation of financial resources to support professional development for staff on remediation plans,
3. timeline for its completion,
4. professional indicators documented as unsatisfactory through the formal evaluation process,
5. reasonably sufficient time (not less than six (6) weeks) and duration, as to allow the teacher to improve performance to a satisfactory level.

The principal(s) will provide the teacher with trained mentors/coaches as appropriate. The mentor/coach will be allowed release time for meetings/observations with the teacher under the Remediation Plan.

Not later than May 15 of the current school year, the evaluator of record, will complete the final observation report, meet with and provide a copy of it to the teacher. If the final report meets the criteria for the professional indicators for satisfactory performance as outlined in the Remediation Plan, the evaluator of record will recommend that the teacher be returned to a non-remediation status.

In implementing such evaluation system and procedures, the district shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel, and no evaluation information shall be collected by electronic devices without the consent of the licensed professional.

In the event that the evaluator and the teacher cannot agree on the evaluator's expectations for the Remediation Plan, the teacher may request an employee of the district to facilitate further discussion between the teacher and evaluator.

6. The Role of the Mentor/Coach in Remediation Plan

The Mentor Teacher must have continuing contract status and have a minimum of 5 years of consecutive years of teaching experience in the district.

The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.

The Mentor Teacher must hold a valid teaching certificate/license and demonstrate the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

The Mentor will be paid through either the Scioto County ESC or Green Local Schools at a rate of \$600/yr. If the rate is different than mentioned above, a MOU will be entered into by the parties affected for the current school year.

The Mentor Teacher does not have a formal evaluative role. The Mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered in this Agreement and shall be coordinated by the building administrator.

Other than the notation to the effect that a teacher served as a Mentor Teacher, the activities as a Mentor Teacher shall not be part of that staff member's evaluation.

No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentee/Mentor discussions.

A Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

All interactions, written or oral, between the Mentor Teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the Mentoring Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

G. The Evaluation Instrument

1. Adoption/Revision of the Evaluation Tool

Until the new evaluation tool is adopted for all employees NOT covered under OTEs (i.e. Nurse and librarian), the old/current evaluation tool will be used for all evaluations.

2. Changes/Revisions

Recommendations for any needed modifications to the evaluation process including the corresponding evaluation instruments will be made within a reasonable time prior to the beginning of any school year to allow for implementation of any changes.

Subsequent changes/revisions to the adopted Evaluation Procedure shall be subjected to the ratification of the Board and the Association.

In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the Master Agreement agree to reconvene bargaining to make the appropriate adjustments required.

3. Changes to the Evaluation Instrument Policy/Tool

Prior to making any changes to the existing employee evaluation process and/or to the existing employee evaluation instrument, the employer shall make written notification to the association of its intent to make any and all recommended changes. Such notices shall be served on the association president within 45 days of the employer's proposed recommended changes. All changes will include specific written rationale for making the recommended changes to the procedure and/or the evaluation instrument. All final changes will be made via the formal collective bargaining process.

The obligation for in-term bargaining for changes in the evaluation process shall be triggered by employer changes to the Board adopted Green Local School District's Evaluation Policy affecting terms and conditions of employment not addressed during negotiations of this agreement. The in-term bargaining shall be limited to this article on the evaluation tool and/process only. The bargaining process for changes in the evaluation process shall be limited to thirty (30) days commencing with the first meeting. In term bargaining shall further be limited to January and/or June of any calendar year unless mutually extended by both parties. Should in-term bargaining fail to reach an agreement, the issue(s) will follow Article III Dispute Resolution.

RESIDENT EDUCATOR

A. METHOD OF SELECTION AND ASSIGNMENT OF MENTORS

1. Selection of mentors will be up to the Building Principals and Superintendent. A teacher cannot be assigned as a mentor unless they agree to the assignment. Serving as a member is a voluntary assignment. Full time teachers serving as mentors will be assigned no more than TWO (2) entry year teachers. Whenever possible, the mentor shall be in the same school building as the entry year teacher.
2. Mentors should:

- a. Have at least five (5) years of successful teaching experience, with a Masters Degree preferred.
- b. Have a thorough understanding of learning theories, child growth and development, principles of learning, and student evaluation.
- c. Have knowledge of the community and students at their school, including special needs those students possess.
- d. Possess a clear understanding of school policies, procedures, and routines.
- e. Have a thorough understanding of the school's curriculum, courses of study, and testing programs as well as the district's continuous improvement or strategic plan.
- f. Possess a wide variety of effective instructional skills.
- g. Have a history of interacting and working well with others.
- h. Have a command of skills in planning, organizing, and managing work.
- i. Instructional Mentoring and RE-1 training is required prior to mentoring experience.
- j. Other factors to be considered will be:
 - 1. Personality compatability
 - 2. Assigned to a maximum of two (2) entry year teachers.
 - 3. Assignments will be for a one (1) year (not less than 120 days).
 - 4. Stipends are issued through the ESC.

B. MENTOR TRAINING

The Mentor training will be conducted by the ESC.

C. SCHEDULES – MENTOR/RESIDENT EDUCATOR TEACHER

The Mentor and Resident Educator will have at least five (5) one-half (1/2) days of release time. Use of this time must be approved by the building principal prior to use by the Resident Educator. The released time will be arranged and organized into a structured opportunity to observe effective teaching, and to become involved in dialogue and coaching.

D. PROFESSIONAL DEVELOPMENT/SUPPORT

The school district shall allow the ESC to provide ongoing professional development support to both mentors and Resident Educator. Mentor's Individual Professional Development Plan (IPDP) may reflect goals associated with their mentorship role.

Systems information such as schools policies, procedures and routine, courses of study, competency-based education, lesson plans, layout and facilities of building, parent-teacher conferencing, record keeping, computer usage, use of standardized test results, state-mandated testing requirements, and other information will be topics of discussion for the new teacher in both informal settings and formal meetings.

Mentor, Resident Educator, and principal if needed, will participate in New Teacher Orientation activities through the ESC.

E. MENTOR ACTIVITIES

The amount of contact time between the mentor and entry year teacher, and the duration of each contact will be documented in a log by the mentor and the entry year teacher. Also, the general content of each meeting will be documented in the log.

F. EVALUATION OF ENTRY YEAR TEACHERS

The evaluation procedure, as listed in the teachers' negotiated agreement (Article – TEACHER EVALUATION), will be observed.

The mentor teacher will not participate in any informal or formal evaluation of a resident educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an entry year teacher. (Article – TEACHER EVALUATION)

The role of the mentor teacher shall be to provide formative assistance to the resident educator. At no time shall the mentor teacher complete a summative evaluation on the resident educator nor shall any information regarding the formative assistance given by the mentor be used in the evaluation of the resident educator. The relationship between the mentor and the resident educator shall be comparable to an attorney/client relationship. While records between the mentor and the resident educator are confidential, dates, times and general content shall be documented in a log.

G. DEFINITIONS

For purposes of this agreement, the pertinent terms shall be defined as follows:

1. Mentor Teacher: A teacher who will provide formative assistance to a Resident Educator
2. Resident Educator: issued pursuant to paragraph (A) of Rule 3301-24-05 and is employed for a time period of not less than 120 continuous days and who will be provided formative assistance by a mentor teacher.

H. PROTECTIONS

1. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation.
2. No later than six (6) weeks after the initiation of the Resident Educator Program, the Mentor Teacher or Entry Year Teacher may request to have a new assignment.

I. COMPENSATION

Compensation of the mentor shall be in the form of a stipend paid by the ESC. If for any reason, the mentor is relieved/reassigned during the mentoring duty, the pay will be prorated for the amount of time spent with the resident educator.

Additionally, the employer shall pay the cost of any required training and reimburse the Mentor according to Board policy relative to meals and travel reimbursement.

If a Mentor has two Resident Educators assigned to them at one time, they would be paid accordingly. (\$600 per Resident Educator, or as decided by the ESC)

If, at any time, the ESC terminates this program, the Green Local School District and the Green Local Teachers Association will negotiate the continuation of this program at the local level. This is based on Ohio Administrative Code 3301-24 (02, 04 and 05).

ARTICLE 11 - PROFESSIONAL PERSONNEL RECORDS

A personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered a confidential file to the extent permitted by law and the only official file of recorded information of professional staff members maintained by the Board and Administration.

Individual professional staff members shall have access to their personnel file upon request provided they do not leave the Treasurer's office. Requests of professional staff members to have access to their personnel files shall be handled by the Superintendent or the Clerk of the Board.

Members of the Administration authorized to use personnel files of professional staff members shall be limited to the Superintendent and/or Building Principal directly related to supervision of that professional staff member. Members of the Board of Education may have access to a Bargaining Unit Members official file on a need to know basis or on any basis as may be required by law.

The professional staff member's signature will not indicate agreement with the content of the material, but indicated only that the material has been inspected by the professional staff member. He/she will also be told that he/she has the opportunity to reply to such critical material in a written statement to be attached to the filed copy.

The professional staff member may submit letters of merit which shall be placed in his/her personnel file.

Letters of recommendation and other related information used for initial employment are items not retained in personnel files or maintained by the local Board or Administration except the following:

1. Official transcript of college work.
2. Copy(ies) of certification authorized by the State Department of Education.

If letters of recommendation are filed in the personnel file of a professional staff member, they shall be subject to the same provisions herein stated.

Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record.

The personnel file of all professional staff members will not be open to the public or to any person unauthorized by the professional staff unless the public records law requires or unless it is subject to a valid subpoena or court order.

A professional staff member will be entitled to a copy, at no cost, of any material in his/her file.

Records of all warnings, written reprimands, or unfavorable statements or notations and evaluations will be removed from the bargaining unit member's personnel file three (3) years from the date of issuance.

ARTICLE 12 - PUBLIC COMPLAINT POLICY

Any complaint concerning a teacher shall be promptly made known to the respective teacher by the appropriate administrator.

The teacher shall be informed by the appropriate administrator, and the teacher and principal shall attempt to resolve the complaint with the complaining party. If requested by the administrator, teacher or complaining party, a meeting of those two parties and/or the administrator(s) will be held to discuss the complaint.

When any complaint is deemed serious enough to become a matter of formal written record and a copy is to become a part of the teacher's record, the teacher shall be notified and shall be entitled to attach a rebuttal to it if he/she desires.

No employee will be formally reprimanded in the presence of any other employee, student, or parents of the students.

ARTICLE 13 - TEACHER-ADMINISTRATION LIAISON

Joint Administration-Association Meetings

The representatives of the Administration will meet at least quarterly with representatives of the Association at the request of either party to discuss the implementation of this Contract and at such other times as may be mutually agreeable to discuss matters of mutual concern. The Superintendent and the President of the Association will be in attendance at these meetings. Minutes of the meetings, including the decisions reached, will be placed in writing by the Association President and submitted to the Superintendent for review.

ARTICLE 14 - SALARY

Base compensation (excluding SIG and step-column advancement) shall remain at current levels for the 2014-2015, 2015-2016, 2016-2017 school years.

Add incentive pay tied to instruction:

An additional \$500 payment for those Preschool through Twelfth grade teachers if the District is rated Excellent with Distinction (payable after state ratings are given usually in August).

ARTICLE 15 - SUPPLEMENTAL SALARIES

In each year of the contract supplemental salaries will increase by the same percentage increase of the teacher base salary schedule. Supplemental compensation will be paid on a separate check.

SUPPLEMENTAL SALARIES – 2014-2017

Position	Increment	0	1	2	3	4	5
Head Varsity Football Coach	\$100	\$3,737.34	\$3,837.34	\$3,937.34	\$4,037.34	\$4,137.34	\$4,237.34
Assistant Varsity Football Coach 1	\$75	\$1,868.67	\$1,943.67	\$2,018.67	\$2,093.67	\$2,168.67	\$2,243.67
Assistant Varsity Football Coach 2	\$75	\$1,868.67	\$1,943.67	\$2,018.67	\$2,093.67	\$2,168.67	\$2,243.67
Head Jr. High Football Coach	\$50	\$1,245.78	\$1,295.78	\$1,345.78	\$1,395.78	\$1,445.78	\$1,495.78
Boys Head Varsity Basketball Coach	\$100	\$3,737.34	\$3,837.34	\$3,937.34	\$4,037.34	\$4,137.34	\$4,237.34
Boys J.V. Basketball Coach	\$75	\$1,868.67	\$1,943.67	\$2,018.67	\$2,093.67	\$2,168.67	\$2,243.67
Girls Head Varsity Basketball Coach	\$100	\$3,737.34	\$3,837.34	\$3,937.34	\$4,037.34	\$4,137.34	\$4,237.34
Girls J.V. Basketball Coach	\$75	\$1,868.67	\$1,943.67	\$2,018.67	\$2,093.67	\$2,168.67	\$2,243.67
Boys Jr. High Basketball Coach	\$50	\$1,245.78	\$1,295.78	\$1,345.78	\$1,395.78	\$1,445.78	\$1,495.78
Girls Jr. High Basketball Coach	\$50	\$1,245.78	\$1,295.78	\$1,345.78	\$1,395.78	\$1,445.78	\$1,495.78
Girls Head Varsity Volleyball Coach	\$75	\$1,868.67	\$1,943.67	\$2,018.67	\$2,093.67	\$2,168.67	\$2,243.67
Girls Head Jr. High Volleyball Coach	\$20	\$747.47	\$767.47	\$787.47	\$807.47	\$827.47	\$847.47
Girls Head Varsity Track Coach	\$50	\$1,868.67	\$1,943.67	\$2,018.67	\$2,093.67	\$2,168.67	\$2,243.67
Boys Head Varsity Track Coach	\$50	\$1,868.67	\$1,943.67	\$2,018.67	\$2,093.67	\$2,168.67	\$2,243.67
Assistant Track Coach	\$20	\$747.47	\$767.47	\$787.47	\$807.47	\$827.47	\$847.47
Cross Country	\$20	\$747.47	\$767.47	\$787.47	\$807.47	\$827.47	\$847.47
Boys & Girls Jr. High Track Coach	\$20	\$747.47	\$767.47	\$787.47	\$807.47	\$827.47	\$847.47
Boys Head Varsity Baseball Coach	\$50	\$1,868.67	\$1,918.67	\$1,968.67	\$2,018.67	\$2,068.67	\$2,118.67
Boys J.V. Baseball Coach	\$25	\$934.34	\$959.34	\$984.34	\$1,009.34	\$1,034.34	\$1,059.34
Girls Head Varsity Softball Coach	\$50	\$1,868.67	\$1,918.67	\$1,968.67	\$2,018.67	\$2,068.67	\$2,118.67
Varsity Cheerleading Co-Sponsor	\$50	\$1,494.94	\$1,544.94	\$1,594.94	\$1,644.94	\$1,694.94	\$1,744.94
Jr. High Cheerleading Sponsor	\$40	\$1,494.94	\$1,534.94	\$1,574.94	\$1,614.94	\$1,654.94	\$1,694.94
Quiz Bowl Sponsor	\$20	\$498.31	\$518.31	\$538.31	\$558.31	\$578.31	\$598.31
Junior Class Sponsor 1	\$25	\$560.60	\$585.60	\$610.60	\$635.60	\$660.60	\$685.60
Junior Class Sponsor 2	\$25	\$560.60	\$585.60	\$610.60	\$635.60	\$660.60	\$685.60
Senior Class Sponsor 1	\$20	\$373.73	\$393.73	\$413.73	\$433.73	\$453.73	\$473.73
Senior Class Sponsor 2	\$20	\$373.73	\$393.73	\$413.73	\$433.73	\$453.73	\$473.73
High School Annual Sponsor	\$25	\$1,619.52	\$1,644.52	\$1,669.52	\$1,694.52	\$1,719.52	\$1,744.52
Elementary Annual Sponsor	\$25	\$1,058.91	\$1,083.91	\$1,108.91	\$1,133.91	\$1,158.91	\$1,183.91
Flag Corp Sponsor	\$25	\$840.90	\$865.90	\$890.90	\$915.90	\$940.90	\$965.90
Student Honors Group Sponsor	\$20	\$560.60	\$580.60	\$600.60	\$620.60	\$640.60	\$660.60
Fair Exhibit Sponsor	\$20	\$498.31	\$518.31	\$538.31	\$558.31	\$578.31	\$598.31
Grade K-6 Science Fair Sponsor	\$20	\$373.73	\$393.73	\$413.73	\$433.73	\$453.73	\$473.73
Grade 7-12 Science Fair Sponsor	\$20	\$373.73	\$393.73	\$413.73	\$433.73	\$453.73	\$473.73
Varsity Golf Coach	\$20	\$872.05	\$892.05	\$912.05	\$932.05	\$952.05	\$972.05
Girls J.V. Volleyball Coach	\$25	\$934.34	\$959.34	\$984.34	\$1,009.34	\$1,034.34	\$1,059.34
Girls J.V. Softball Coach	\$25	\$934.34	\$959.34	\$984.34	\$1,009.34	\$1,034.34	\$1,059.34
Assistant Varsity Football Coach 3	\$75	\$1,868.67	\$1,943.67	\$2,018.67	\$2,093.67	\$2,168.67	\$2,243.67

ARTICLE 16 - PAYROLL PROCEDURE

1. Members of the bargaining unit shall be paid on a bi-weekly basis.
2. When a regular payday occurs within a vacation period during the school year, the treasurer's office will be open from 10:00 A.M. – 2:00:00 P.M. on payday for employees to pickup their pay. If a payday falls on a holiday, the office will be open from 10:00 A.M. to 2:00 P.M. the prior day for employees to pick up their pay. During the summer vacation, pay checks will be mailed to bargaining unit members at Board expense. All bargaining members will receive their paychecks during the summer months on Friday of the pay period.
3. Beginning with the July 1, 2005 contract, all new employees must participate in the direct deposit program. If a payday falls on a holiday, the deposit will be made the prior day.
4. Members may receive the balance of their annual pay due them if they are leaving the employment of the Board at the conclusion of the school year, providing all necessary reports have been completed, and all updated material and equipment inventories have been turned in as indicated on the principals release form.
5. As necessary, the Treasurer may utilize a pay period of up to three (3) weeks in order to avoid a 27th pay in a year or to eliminate financial exposure of the Board by paying employees funds before those funds have been earned, provided three (3) months notification of this is given to all bargaining unit members. The three week pay period will be utilized after the annual earnings have been paid.

**ARTICLE 17 - AUTHORIZED PAYROLL DEDUCTION OF PROFESSIONAL DUES
AND/OR FEES**

Deductions of dues and/or fees shall be authorized for payroll deduction to the Clerk-Treasurer by the teacher for the following:

1. United Education Profession Dues & Fair Share Fee
2. Health Insurance
3. Savings Bonds
4. Annuities
5. Credit Union
6. UCAN – Green School and Community Endowment Fund

We will take a fixed amount out for Kentucky and West Virginia taxes.

Effective July 1, 2002 contract, any new voluntary payroll deductions must have 25% participation from GLTA.

ARTICLE 18 - STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Green Local Board of Education agrees with the Green Local Teachers Association to STRS "pick-up" utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the employees, at no cost to the Board, in the Bargaining Unit under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the percent of the employee's gross annual compensation established by STRS. The employee's annual compensation shall be reduced, at no cost to the Board by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit and shall become effective after the Teacher Association ratification and Board adoption of the final agreement, provided all forms and resolutions are agreed to by the STRS.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer's pick-up.
4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in a teacher's contract).

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

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

ARTICLE 19 - INSURANCE

A. Hospitalization

1. Health Plan: The Board of Education shall provide health insurance benefits pursuant to the plan currently in effect as administered by the Scioto County Health Benefit Plan. For the contract years 2014-15, 2015-16 and 2016-17 the insurance premiums will be as follows (except for any increase will be divided according to #3):

- a. single: \$69.60
- b. family: \$183.50

2. Open Enrollment: The open enrollment period for employee changes in insurance is November of each year.

Employees not on the Health Insurance Plan or those who withdraw from the plan shall not be permitted to join the plan for a period of six (6) months unless their spouses plan becomes unavailable. Any employee whose spouses plan is terminated may join the plan immediately or within 30 days.

The parties hereby express their intent that individuals who are not on the health plan provided herein will not have the opportunity to rejoin or to join the plan unless a "qualifying event" occurs for purposes of health insurance participation. Notwithstanding the above, any employee whose spouse's plan is terminated may join the plan within thirty (30) days of said termination.

3. Health Plan Premium Increase: Any increase in the Health Insurance Plan Premium for either family or single coverage over the existing rates will be shared by the parties during the contract terms as follows: 80% paid by the Board and 20% paid by the Employee. (Continued 7-1-02)
4. 125 Plan: The Board will institute a 125 Plan for premium deductions only. The carrier will be at the discretion of the Board.
5. Taxable Bonus: During the duration of this contract, all full-time employees eligible for health insurance and employed by the Board of Education who choose to withdraw by November 30 or remain withdrawn from the Health Insurance Plan will be paid a taxable bonus no later than December 15 of each contract year as long as the necessary paperwork is completed and to the treasurer by November 30.

The taxable bonus shall be paid as follows on a separate check:

- a. Employee eligible for a Single Plan Health Insurance - \$1000.00
- b. Employee eligible for a Family Health Insurance with two (2) covered persons - \$1750.00
- c. Employee eligible for a Family Health Insurance with three (3) or more covered persons - \$2000.00

The Board of Education reserves the right to assess any employee, by payroll deduction, a specified amount to recover the taxable bonus in full if that employee enrolls in the Health Insurance Plan through a qualifying event before June 1. Said recovery shall be made in equal amounts over the remaining pay periods.

6. A \$250.00 taxable bonus shall be paid each year during the duration of this contract to bargaining unit members currently on the health insurance family plan who will switch to the health insurance single plan. Employees who switch from the health insurance family plan to the single plan must remain on the single plan for a period of six (6) months.
 - a. If an employee is paid the \$250.00 bonus and then through a qualifying event enrolls in a health insurance family plan before the six (6) month grace period, the Board of Education has the right to assess the employee by payroll deduction a specified amount to recover the bonus in full. Said recovery shall be made in equal amount over the remaining pay periods of school year.
 - b. Each bonus shall be paid no later than January 31 for those who withdraw by November 30 and have remained withdrawn and those bargaining unit members who have not joined or rejoined the plan.
 7. The Board will pay 80% of the health care insurance premium of married couples teaching in the district.
- B. Life Insurance - The Board of Education will provide \$20,000.00 life insurance for each member of the bargaining unit.
- C. Dental Insurance - The Board of Education will share the cost of a Dental Insurance Plan with members of the bargaining unit with the Board of Education paying 80% and the employee 20%. The plan will provide the following:
- \$25 Deductible Single
 - \$50 Deductible Family
 - \$1500 Calendar Year Maximum
 - \$1000 Orthodontic Lifetime Maximum
- D. Vision Insurance - The Board will provide the current vision plan with 100% of the premium to be paid by the Board.

ARTICLE 20 - SEVERANCE PAY

The Board shall pay severance pay to all retiring employees, under the provisions of the Ohio Revised Code, for converted accumulated sick leave according to the following provisions:

1. Payment will be made for twenty-five percent (25%) of the accumulated sick leave for each of the following school years up to a maximum of 64 days.

Teachers who have less than five (5) years continuous service in this school district shall be limited to twenty-five (25) percent of accumulated sick leave up to a maximum of thirty (30) days of severance pay.

2. Payment will be made at the per diem rate of the employee at the time of retirement.
3. Payment will be made to the employee only at the time she/he has become a retiree of the State Teachers Retirement System.
4. Once severance pay has been received by the retiree, all unused accumulated sick leave is surrendered and forfeited.
5. Severance pay may be received at time of retirement or the following January at teacher's request.
6. Severance payment is only proper on a formal retirement acknowledgement by an Ohio retirement system. No severance is due to an employee based on their simple separation of employment.

ARTICLE 21 - SCHOOL YEAR

Length of the School Year

The length of the school year for members of the certificated staff who are eligible for membership in the bargaining unit shall be 182 days. The 182 days shall be divided as follows and shall be considered paid work days:

- 180 days for instruction and/or parent conferences
- 2 days for teacher meetings

Academic Programs

The Superintendent and the building principal may propose new academic programs and new professional improvement programs.

1. If they propose one such program at the beginning of, or during, the academic school year, the members shall make every effort to implement that program and complete all things necessary to do so, and cooperate on fulfilling all requirements to implement the program.
2. If the Superintendent proposes two or more such programs at the beginning of, or during, the academic school year, the Bargaining Unit Members shall choose one of the programs proposed, shall implement their choice, shall cooperate on fulfilling all requirements to implement the program and shall do all things necessary to implement the program.
3. None of the new academic programs or new professional improvement programs agreed to will permanently change and/or alter any of the language or will set practice or establish precedence to any article addressed in the current collective bargaining agreement.

Nothing in this article shall prevent management and Bargaining Unit Members from agreeing on the implementation of more than one such program per academic year.

By executing this agreement, each party represents to the other that each understands completely the terms and conditions of this agreement; that each is entering into the agreement voluntarily and freely; and that no representations, inducements, promises, covenants, or agreements have been made except as set forth expressly herein.

ARTICLE 22 - LENGTH OF SCHOOL DAY

1. The length of the school day for members of the bargaining unit shall be no longer than seven hours.
2. Each member of the bargaining unit shall have thirty minutes uninterrupted duty-free lunch.
3. The providing of a lunch period shall not be cause for lengthening of the school day.
4. It is understood by the parties that the above does not negate the responsibility of the Board of Education to adhere to statutory and State Board of Education requirements relative to the length of the school day.
5. In the event of a change in the length of the school day, the parties agree to meet to negotiate any necessary change in the contract relative to the length of the school day within sixty (60) days by demand of either party.
6. In the case of bus duty and detentions, every effort will be made to make sure that only minimal adjustment is caused to the negotiated length of the school day.
7. District wide and/or building parent-teacher conferences will be held during the student day unless otherwise approved by a vote of the Association which is governed by its constitution and Board of Education approval.
8. Attendance at evening programs and athletic events will not be mandatory.
9. Inservice and/or teachers' meeting day hours may be shortened. Said hours may then be used for attendance at one (1) after school open house and/or for teachers' meetings. The meetings and their length will be placed on the school calendar and approved by the Board. The length of the inservice and/or teachers' meeting day will be adjusted to reflect the hours used for the open house and/or teachers' meetings.

ARTICLE 23 - PREPARATION AND CONFERENCE TIME

- A. The term "preparation and conference time" shall mean work time during the student day, exclusive of the professional staff member's daily duty-free lunch period. This time may be used by a professional staff member for any school related duties.
- B. Each member of the bargaining unit shall be given conference and planning time in the amount of at least 200 minutes per week for K-6 and the length of planning time for 7-12 will be at least the length of one (1) class period. The Board will make every effort to schedule planning time in a minimum of thirty (30) minute blocks for K-6.

C. Bargaining Unit Members Compensation

1. High School – A bargaining unit member may need to act as a substitute for longer than their scheduled planning period due to the districts inability to obtain a qualified substitute. At times the administrator may find it necessary to cover the absence with another teacher. The administration will assign the other teacher(s) to cover the absence. An effort should be made to rotate the request for coverage among the teachers available to cover the absence.

If the situation does arise, and the additional work load of the bargaining unit member is increased for a time longer than their scheduled planning period, then the compensation of the increased work load will be as follows:

A bargaining unit member is requested to act as a substitute during his/her planning period shall be compensated at the rate of \$10.00 per period.

A bargaining unit member requested to take another bargaining unit member's class for one-half (1/2) day, he/she will be compensated at one-half (1/2) the district's current substitute teachers' pay.

A bargaining unit member requested to take another bargaining unit member's class for a full day, he/she will be compensated at the district's daily current substitute teachers' pay.

2. Elementary/Primary – A bargaining unit member acts as a substitute by having additional students added to his/her class because of a teacher's absence shall be compensated as follows:
- One (1) bargaining unit member takes another bargaining unit member's class for a whole day he/she will be compensated at the substitute teacher pay for that day.
 - If two (2) bargaining unit members divide another bargaining unit members class for a whole day, they will be compensated at one-half (1/2) the substitute teacher pay for that day.
 - One-half (1/2) day of substitution at the elementary/primary would be prorated according to the substitute teacher pay.

3. Payment for substitution work shall be paid at the end of the school year. (June)
4. A form will be developed by the building administration for record keeping. Bargaining Unit Members shall be responsible for submitting this form to this form to the treasurer's office at the end of the school year.

Note: If during duration of contract planning time minimum standards change, time will be subject to negotiations.

ARTICLE 24 - FREE ADMISSION TO SCHOOL ACTIVITIES/ LUNCH FEES

Parties agree that the current policy of free admission to school functions for all regularly employed teachers and their spouse shall become a part of this contract.

Teachers will pay the same amount for all school lunches as the students pay.

ARTICLE 25 - NON-PROFESSIONAL DUTIES

1. The Administration will make every effort to divide equitably among all members of the bargaining unit all duties of non-professional nature, including, but not limited to play ground duty, bus duty, etc.
2. No teacher shall be required to transport students in his/her personal automobile.

ARTICLE 26 - SICK LEAVE

1. Each full-time member of the bargaining unit shall be entitled to fifteen (15) days of sick leave with pay for each year of employment by the Green Local Board of Education, to be credited at the rate of one and one-fourth (1-1/4) days per month.
2. Upon notification to the building principals or local superintendent, bargaining unit members may use sick leave for absences due to:
 - a. Personal illness, adoption, pregnancy/childbirth, or physical injury, medical or dental appointments;
 - b. Exposure to contagious disease which could be communicated to other employees and children;
 - c. Illness, injury or death in the immediate family. (Immediate family is defined to mean: husband, wife, father, mother, step-mother, step-father, mother-in-law, father-in-law, brother, sister, son, daughter, step-son, step-daughter, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relatives if living in the bargaining unit member's legal residence).
 - d. Adoption - Twenty-five (25) work days shall be granted for adoption. Use of additional sick leave days for adoption may be granted with Board's approval.
3. Upon return from sick leave, the bargaining unit member shall furnish a written signed statement on Board prescribed sick leave forms specifying for which of the above reasons the sick leave was used. If medical attention was required, the teacher shall state the name and address of the attending physician and the date(s) on which the physician was consulted.
4. There will be a limit of 275 days of accumulated sick leave days.
5. The transferring of unused sick leave from one governmental agency to Green Local School District shall be in accordance with ORC.
6. Falsification and/or misuse of sick leave shall be grounds for a reprimand upon the first documented offense. Upon the second documented offense the bargaining unit member may be suspended for up to one (1) week with or without pay. The third documented offense may be grounds for termination. Subsequent offenses are grounds for lengthy suspensions with or without pay and up to and including termination. The parties agree that this contract provides the express authority for the Board to suspend a teacher with or without pay and thereby supersedes the Ohio Revised Code in regard to teacher contract suspensions.
7. Any teacher that doesn't utilize sick leave will receive a bonus each 9 weeks. Any teacher with perfect attendance for the entire year will receive an additional bonus.

For example:

1 st 9 weeks no sick leave used	= \$200
2 nd 9 weeks no sick leave used	= \$200
3 rd 9 weeks no sick leave used	= \$200
4 th 9 weeks no sick leave used	= \$200
Perfect attendance all year	<u>= \$200</u>
Potential Bonus.....	\$1000

ARTICLE 27 - PERSONAL LEAVE

1. Teachers shall be granted three (3) unrestricted personal leave days during each school year without loss of salary.
2. Use of personal leave days shall not be deducted from any other leave days.
3. No more than two (2) of the teachers in a building may be granted personal leave on the same day, unless the principal has provided advance written authorization. Personal leave days may not be used the day before or the day after a vacation or holiday, during the one (1) week period following the beginning of the school year, or during the one (1) week period prior to the ending of the school year. (In case of demonstrated emergency, this rule may be waived by the Board of Education or the Superintendent.)
4. Notification use of personal leave shall be made on the Board of Education prescribed forms and shall be submitted to the building principal. Use of personal leave shall not be grounds for disciplinary action.
5. Personal leave shall not be accumulated from school year to school year.
6. Personal leave shall be used in half or full day increments only.
7. A bonus will be provided bargaining unit members for not using their personal leave during the school year, July 1 through June 30. Effective July 1, 2012-2014, the bonus shall be paid as follows:

three (3) days	\$150 per day	Max. \$450
two (2) days	\$125 per day	Max. \$250
one (1) day	\$100 per day	Max. \$100
8. Teachers who do not use their personal leave days and choose NOT to receive the above mentioned bonus may convert their unused personal leave days to their accumulated sick leave. If a Bargaining Unit Member wants to make the conversion of unused personal leave to sick leave, a form must be filled out and returned from the local treasurers' office by the last day of the school year. (see form in Appendix A)

ARTICLE 28 - PROFESSIONAL LEAVE

1. Professional leave is defined as meetings of a relative short duration such as: conferences, workshops, seminars, and may include visitations to other schools. Professional days does not include days mandated by the County Board of Education for service on curriculum committees and other related activities.
2. Members of the bargaining unit shall be granted professional leave if the request meets the following criteria:
 - a. directly related to their assigned professional academic duties
 - b. designed to improve the individuals professional performance in his/her assigned academic duties
 - c. is approved by the Superintendent or where appropriate, the School Board
3. Request for professional leave must be submitted to the Superintendent or his designee in time to be placed on the next Board of Education meeting agenda (noon Thursday before regular Monday meetings).
4. Reimbursement for reasonable expenses excluding non-member fees and non-related expenses for transportation, lodging, meals, and registration fees may be authorized if submitted on Board of Education prescribed forms for approval and provided the individual produces the appropriate receipts to the Board Treasurer. Requests for professional leave reimbursement may be evaluated on the basis of specific appropriation requests.
5. Attendance shall be required at the professional meetings for which professional leave has been granted.
6. Attendance shall not exceed three (3) days of the school year unless special permission is granted by the Board of Education.
7. A brief written report covering the important topics discussed, new ideas learned, etc., shall be submitted to the Board of Education at the next regular meeting after the professional meeting attendance.

ARTICLE 29 - CHILD CARE/FAMILY LEAVE

1. The Board shall grant unpaid leave of absence for child-care related reasons. The purpose of such leave of absence shall be to provide the bargaining unit member with the opportunity to care for a newborn child, an adopted child, a child suffering from an extended illness, or illness of an employee's spouse or parent. If the leave commences prior to the close of the first school semester, the leave shall extend for the remainder of that school year if requested and for the following school year as well.

At the discretion of the Board, the teacher may be allowed to return to duty at an earlier date if he/she so requests and the Board approves such request. Written application for leave under this provision shall be made on Board-prescribed forms to the Superintendent at least thirty (30) days prior to the requested commencement date of such leave unless a lesser time is allowed by The Family Medical Leave Act of 1993. The applicant shall state the purpose of the leave, the period of time involved, and a signed statement regarding the need for said leave. The Board may, at its discretion, grant an extension to an individual on leave, if so requested.

2. Rights While on Leave - The bargaining unit member using such leave shall be allowed to continue participation in fringe benefit programs for the first twelve (12) weeks of the unpaid leave in accordance with The Family Medical Leave Act of 1993. After the twelve week period, the bargaining unit member shall be allowed to continue to participate in all fringe benefit programs, the cost of which shall be paid by the employee to the Treasurer of the Board each month.
3. Time spent on approved unpaid leaves of absences shall not break the continuous service of an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments with the exception of an increment due an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments with the exception of an increment due an individual who returns from leave and worked at least 120 days in the year prior to commencing such leave.
4. Upon return to service, the bargaining unit member shall be restored to his/her former position or to one of an equivalent status as required by the Family Medical Leave Act of 1993.
5. The Board of Education, through its administrators, and the bargaining unit members shall abide by all applicable terms of The Family Medical Leave Act of 1993 and the official interpretations thereof, regulations and amendments thereto. In accordance with Federal Law, the Board will not run FMLA leave concurrent with any other eligible leave (including but not limited to personal and sick leave).

The Board of Education, through its administrators, may exercise all permissible rights granted by said act, interpretations, regulations and amendments.

6. The Board of Education shall not be obligated by this article to pay for fringe benefits in excess of that required by The Family Medical Leave Act of 1993.

ARTICLE 30 - PREGNANCY DISABILITY LEAVE

1. a. Teachers may use accumulated sick leave, or advancements thereof, for absence due to pregnancy disability.
- b. Bargaining unit members for whom sufficient sick leave is not available to cover the period of disability due to pregnancy shall be granted an unpaid leave of absence for the portion not covered by sick leave.
- c. Application for unpaid leave of absence due to disability caused or contributed to by pregnancy shall be in writing. This application shall be filed as soon as possible.
2. Rights While on Leave - The bargaining unit member using such leave shall be allowed to continue participation in fringe benefit programs for the first twelve (12) weeks of the unpaid leave in accordance with The Family Medical Leave Act of 1993. After the twelve week period, the bargaining unit member shall be allowed to continue to participate in all fringe benefits programs, the cost of which shall be paid by the employee to the Treasurer of the Board each month.
3. Time spent on approved unpaid leaves of absences shall not break the continuous service of an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments with the exception of an increment due an individual who returns from leave and worked at least 120 days in the year prior to commencing such leave.
4. The bargaining unit member shall be entitled to reinstatement at the expiration of the period of disability to the same teaching assignment held immediately prior to disability leave, provided they return during the school year in which the leave originated.
5. a. The Board of Education, through its administrators, and the bargaining unit members shall abide by all applicable terms of The Family Medical Leave Act of 1993 and the official interpretations thereof, regulations and amendments thereto.
- b. The Board of Education, through its administrators, may exercise all permissible rights granted by said act, interpretations, regulations and amendments.
6. The Board shall not be obligated by this article to pay for fringe benefits in excess of that required by The Family Medical Leave Act of 1993.

ARTICLE 31 - MILITARY DUTY LEAVE

All bargaining unit members who are members of the Ohio National Guard, the Ohio military reserve, the Ohio naval militia, or members of other reserve components of The Armed Services of the United States shall be entitled to a leave of absence and compensation in accordance with Section 5923.05 of the Ohio Revised Code.

ARTICLE 32 - JURY DUTY LEAVE

Absence for jury duty is permissible. After absence for such duty, either reporting or service, the Bargaining Unit Member shall return payment for service rendered, to the Board Treasurer and at the next regular pay period, receive full payment of his/her regular salary from the Board of Education for the day or days of excused absence for this purpose.

ARTICLE 33 - ASSAULT LEAVE

1. A bargaining unit member who has been physically assaulted due to a school related matter by a parent or student will be eligible for assault leave.
2. The bargaining unit member will furnish the central office with a statement which indicates the nature of injury; the date of its occurrence; the identity of the individual(s), if known, causing the assault, the facts surrounding the assault; and the willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
3. If court action results, the bargaining unit member shall be granted leave of his/her professional duties upon request to the Superintendent or designee with no loss of pay for days in court or consultation as shall be required by counsel or law enforcement officers that cannot be transacted outside of teaching hours.
4. If an assault on a bargaining unit member results in the bargaining unit member being unable to perform his/her duties, said bargaining unit member shall be provided leave without loss of pay or benefits. The attending physician will submit a medical recommendation to the school physician as to the fitness of the individual to assume his/her duties.
5. Assault leave may be used for the period of disability up to a maximum of one hundred eighty-three (183) work days per assault.
6. These days shall not be subtracted from said teacher's sick leave earned or earnable, nor shall it be charged against any other leave.
7. At the termination of said disability, the teacher shall return to his/her professional assignment held prior to the disability, provided they return during the school year in which the leave originated.
8. The pay of a member of the bargaining unit on assault leave shall be reduced by the amount received by that individual, if any, for Worker's Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

ARTICLE 34 - ASSOCIATION LEAVE

To conduct official business the Association President or designee will be granted three (3) days of Association Leave and a fourth day if needed.

ARTICLE 35 - FAIR SHARE FEE

RIGHT TO FAIR SHARE FEE

A. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Green Local Teachers Association, a fair share fee for the Association'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 Association's work in the realm of collective bargaining.)

B. 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 Association, shall be transmitted by the Association 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 deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. 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 15th 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:

- a) sixty days employment in a bargaining unit position or
- b) January 15th

2. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee 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 days from the termination of membership.

D. 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.

E. Procedure for Rebate

The Association 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 Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

F. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

ARTICLE 36 - MEDICAL PROCEDURES

- A. Dispensing Medication - Except for school nurses, bargaining unit members shall not be custodians of medication, nor shall they be required to dispense medication to students.
- B. Medical Procedures - Except for school nurses, bargaining unit members shall not be required to perform medical or quasi-medical procedures on students, nor shall they be required to perform individualized therapy techniques.

ARTICLE 37 - SEVERABILITY

- A. This Agreement supersedes and replaces all pertinent statutes, policies, rules and regulations of the Employer (except as specifically set forth in Section 4117.10(A) of the Revised Code.
- B. If any provision of this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court of competent jurisdiction, after all appeals or times for appeal have been exhausted, then such provision shall not be applicable, performed or enforced, but all remaining parts of the Agreement shall remain in full force and effect for the term of this Agreement.

The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE 38 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Green Local Teachers Association and the Green Local Board of Education enter into this Memorandum of Understanding to the adoption of the Local Professional Development Committee (LPDC). The parties agree to the following:

1. A Local Professional Development Committee composed of five (5) members shall be established with district-wide responsibility to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute.
2. Two (2) members shall be appointed by the Superintendent, and three (3) members shall be selected by the Association. Members shall serve two-year terms, except that the initial term of one (1) member appointed by the Superintendent and one (1) member selected by the Association shall be for three (3) years.
3. Vacancies will be filled by the Superintendent or Association, whichever applies.
4. The Committee shall determine the frequency, time and place of meetings.

The purpose of the Committee shall be to oversee, review and approve professional development plans for course work, continuing education units or other equivalent activities for the renewal of professional certificates or license renewal of all certified employees of the district, set criteria for the approval for Individual Professional Development Plans (IPDP's) and establish procedures for carrying out the committee's duties as prescribed in law and rules, and any other activity established by law for LPDC's.

LPDC COMPENSATION

Each LPDC member shall be paid a stipend of \$400 per year to perform LPDC work. LPDC members not attending scheduled LPDC meetings shall have their stipend pro-rated at the end of the school year.

The LPDC member elected to perform the clerical duties of the LPDC committee shall be paid \$400 per year provided all LPDC work is performed.

Two (2) professional days for LPDC training during the school year or outside the school year may be granted if approved by the Local Superintendent.

If professional days outside the normal work day are approved, the LPDC member shall be paid fifty dollars (\$50.00) per day and reimbursed for expenses associated with LPDC training.

ARTICLE 39 - DURATION OF CONTRACT

This Agreement between the Green Local School Board and the Green Local Teachers Association shall be in effect from July 1, 2014 to June 30, 2017, at which time it shall expire. Except as otherwise specifically provided in the written provisions of this Agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

SIGNED THIS 29 DAY OF October, 2014, BY BOTH PARTIES:

FOR THE ASSOCIATION:

FOR THE BOARD:

John Biggs
Melissa Krapp

Sandra L. Myers
[Signature]
Sandra P. Cherry

GREEN LOCAL SALARY INDEX

	<BA	BA	5 Year	MA
0	.8650	1.000	1.0380	1.0950
1	.9000	1.0380	1.0810	1.1430
2	.9350	1.0760	1.1240	1.1910
3	.9700	1.1140	1.1670	1.2390
4	1.0050	1.1520	1.2100	1.2870
5	1.0400	1.1900	1.2530	1.3350
6	1.0400	1.2280	1.2960	1.3830
7	1.0400	1.2660	1.3390	1.4310
8	1.0400	1.3040	1.3820	1.4790
9	1.0400	1.3420	1.4250	1.5270
10	1.0400	1.3800	1.4680	1.5750
11	1.0400	1.4180	1.5110	1.6230
12	1.0400	1.4560	1.5540	1.6710
13	1.0400	1.4940	1.5970	1.7190
15	1.0400	1.5320	1.6400	1.7670
18	1.0400	1.5415	1.6508	1.7790
21	1.0400	1.5510	1.6615	1.7910
23	1.0400	1.5605	1.67225	1.8030
25	1.0400	1.5700	1.6830	1.8150

GREEN LOCAL SALARY SCHEDULE (2014-2017)

Base 29,371.90

Experience	<BA	BA	5 Year	MA	MA+15
0	25,406.69	29,371.90	30,488.03	32,162.23	35,099.42
1	26,434.71	30,488.03	31,751.02	33,572.08	36,509.27
2	27,462.73	31,604.16	33,014.02	34,981.93	37,919.12
3	28,490.74	32,720.30	34,277.01	36,391.78	39,328.97
4	29,518.76	33,836.43	35,540.00	37,801.64	40,738.83
5	30,546.78	34,952.56	36,802.99	39,211.49	42,148.68
6	30,546.78	36,068.69	38,065.98	40,621.34	43,558.53
7	30,546.78	37,184.83	39,328.97	42,031.19	44,968.38
8	30,546.78	38,300.96	40,591.97	43,441.04	46,378.23
9	30,546.78	39,417.09	41,854.96	44,850.89	47,788.08
10	30,546.78	40,533.22	43,117.95	46,260.74	49,197.93
11	30,546.78	41,649.35	44,380.94	47,670.59	50,607.78
12	30,546.78	42,765.49	45,643.93	49,080.44	52,017.63
13	30,546.78	43,881.62	46,906.92	50,490.30	53,427.49
15	30,546.78	44,997.75	48,169.92	51,900.15	54,837.34
25	30,546.78	46,113.88	49,432.91	53,310.00	55,189.80
28	30,546.78	46,392.92	49,747.19	53,662.46	56,599.65

Special Ed	\$500
Band	1/9, 8% of Base
Guidance	1/6, 6% of Base
Library	1/9
Vocational	1/18, 5% of Base
Vocational-OWA	1/12
Industrial Arts	1/18

Appendix A – Conversion of Sick Leave Form

Certified employees who have unused personal leave during the 20__-20__ school year have the opportunity to convert these days to accumulated sick leave or into cash at a rate of \$100 for each day not used (Article XXVI, number 7 of CBA). Please indicate below the number of days that you are eligible to include in the process and whether you wish to convert to sick leave or receive the cash payment. Please check only one option.

The figures provided will be compared to those entered into the payroll system throughout this school year and you will be contacted if a difference is detected.



_____ I would like to convert _____ days of personal leave to accumulated sick leave.

_____ I would like to convert _____ days of personal leave to cash at a rate of \$100 per day as stated in Article XXVI, #7 of the current collective bargaining agreement.

Signature: _____

Date: _____

Appendix B

OTES Pre/Post Conference Questions

Focus For Learning *(Standard 4)*

- What is/was the focus for the lesson?
- Talk about the content that you hope/hoped students would know and understand by the end of the lesson. What skills did they demonstrate to you?
- How will/was the goal communicated to students?

Assessment Data *(Standard 3)*

- What does pre-assessment data indicate about student learning needs?
- What formal or informal techniques did you use to collect evidence of students' knowledge and skills?
- How did your assessment data help you identify student strengths and areas of improvement?

Prior Content Knowledge/Sequence/Connections *(Standard 1/ Standard 2/ Standard 4)*

- What prior knowledge did students need and how will/did you connect that to their future learning?
- How does/did this lesson connect to students' real-life experiences and/or possible careers?

Knowledge of Students *(Standard 1)*

- How did this lesson demonstrate your familiarity with the students' background knowledge and experiences?
- What strategies did you plan for and implement to meet the needs of individual students?

Lesson Delivery *(Standard 2/Standard 4)*

- How will/were the goals for learning communicated to students?
- What instructional strategies and methods will be/were used to engage students and promote independent learning and problem solving?
- What strategies will be/were used to make sure all students achieve lesson goals?
- How will/were content-specific concepts, assumptions and skills taught?
- What questioning techniques did you use to support student learning?
- How did you ensure this lesson was student led?

Differentiation (*Standard 1/ Standard 4*)

- How will/did the instructional strategies address all students' learning needs?
- How will/did the lesson engage and challenge students of all levels?
- How were developmental gaps addressed?

Resources (*Standard 2/ Standard 4*)

- How did students show ownership of their learning?

Classroom Environment (*Standard 1/ Standard 5*)

- How will/did the environment support all students?
- How will/were different grouping strategies used?
- How was safety in the classroom ensured?
- How will/was respect for all (be) modeled and taught?

Assessment of Student Learning (*Standard 3*)

- How will/did you check for understanding during the lesson?
- What specific products or demonstrations will assess/assessed student learning/achievement of goals for instruction?
- How will/did you ensure that students understand how they are doing and support students' self-assessment?
- How will/did you use assessment data to inform you next steps?

Professional Responsibilities: Collaboration and Communication (*Standard 6*)

- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

Professional Responsibilities: Professional Responsibility and Growth (*Standard 7*)

- Discuss ways you reflect and analyze your teaching.

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p>
	<p>Evidence</p>	<p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
Evidence					

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
	RESOURCES (Standard 2: Content; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

APPENDIX C

GUIDANCE COUNSELOR EVALUATION

EVALUATION KEY: **UL:** Unsatisfactory and lack of satisfactory progress over time;
U = Unsatisfactory; **1, 2, 3** – Low to high satisfactory performance range;
NA = Not applicable or not observed

Curriculum Planning and Implementation	UL	U	1	2	3	NA
1. Communicates high standards and achievement expectations for all students.						
2. Is current in specific knowledge and expertise in the areas of counseling theories, practices and policies.						
3. Develops and implements an effective school-based guidance curriculum and program that meets school and students' goals and objectives.						
4. Provides effective and timely direct services to students including course scheduling, academic and vocational advising, post secondary planning, and follow-up services.						
5. Effectively coordinates student academic records, assuring accuracy, confidentiality, and timely transfer of academic and assessment data as appropriate.						
6. Facilitates new student integration into the school environment, and students' successful transition from one level of education to the next.						
7. Strives to ensure equitable opportunities for student access to academic and programmatic offerings.						
8. Provides relevant and timely information, orientation sessions, and workshops regarding the guidance program and postsecondary planning.						
9. Reduces barriers to student learning through direct services and community referrals, including appropriate reporting to DYS and other agencies. Identifies and maintains cooperative relationships with referral resources.						
10. Consults and collaborates with colleagues in the testing and screening of students for programs such as ESL, ELL and special education.						
11. Evaluates, tries innovative approaches, and refines guidance strategies, including use of technologies, to improve service delivery.						

COMMENTS:						
Learning Environment	UL	U	1	2	3	NA
1. Maintains appropriate standards of behavior, mutual respect, and safety.						
2. Provides a safe, welcoming setting in which students may present and discuss their academic needs and concerns.						
3. Promotes confidence and perseverance in students to stimulate increased personal responsibility for achieving the goals of the curriculum.						
4. Demonstrates appreciation for, and sensitivity to the diversity among individuals especially in regards to race, gender, ethnicity, class and student learning style/physical needs.						
COMMENTS:						
Parent Interactions	UL	U	1	2	3	NA
1. Is constructive and cooperative in interactions with parents and receptive to their contributions.						
2. Communicates with parents regarding guidance curriculum and student progress towards meeting related goals.						
COMMENTS:						
Contributing Member of Staff	UL	U	1	2	3	NA
1. Shares responsibility for accomplishing the goals and priorities of the school, team, and department and for achieving school and district improvement plan objectives.						
COMMENTS:						

Professional Learning and Growth	UL	U	1	2	3	NA
1. Is a reflective and continuous learner.						
2. Engages school and district based professional development activities.						
COMMENTS:						
Performance of Routine Professional Obligations	UL	U	1	2	3	NA
1. Responsibly meets professional obligations as regards punctuality, attendance, assigned routine duties, participation in designated guidance-related events, policies and guidelines in performing professional responsibilities.						
COMMENTS:						
SUMMARY:						

Counselor's Signature and Date

Evaluator's Signature and Date

APPENDIX D GRIEVANCE FORM

GRIEVANT(S) NAME (PRINT): _____

SCHOOL/GRADE/SUBJECT: _____

STATEMENT OF
GRIEVANCE: _____

SECTION OF AGREEMENT CLAIMED TO BE
VIOLATED: _____

RELIEF
REQUESTED: _____

PRESENTED TO PRINCIPAL:
DATE: _____

GRIEVANT'S
SIGNATURE: _____

_____ The principal has the authority to resolve the grievance

_____ The principal does NOT have the authority to resolve the grievance; the grievance is forwarded to the Superintendent and will commence at LEVEL 3 (the grievant will be notified of this action).

Disposition: _____

Principal: _____ DATE: _____

DATE RECEIVED BY SUPERINTENDENT: _____

_____ The Superintendent has the authority to resolve the grievance

_____ The Superintendent does NOT have the authority to resolve the grievance; the grievance is forwarded to the Board and will commence at LEVEL 4 (the grievant will be notified of this action).

Disposition: _____

Superintendent: _____ DATE: _____

DATE RECEIVED BY THE BOARD: _____

DISPOSITION: _____

BOARD PRESIDENT (OR DESIGNEE): _____ DATE: _____

THE GREEN LOCAL CLASSROOM TEACHERS ASSOCIATION EXECUTIVE COMMITTEE:

Addendum to the Contract Between

Green Local Teachers Association

And the

Green Local School District

(July 1, 2014 through December 31, 2017)

The Green Local School District and the Green Local Teacher's Association have agreed to amend the current contract for evaluations to follow HB362 as follows:

1. TEACHERS RATED ACCOMPLISHED OR SKILLED BEGINNING IN 2014-2015

The board of education and the GLTA have agreed to the following:

1.) Any teacher receiving a rating of accomplished every three years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.

2.) Any teacher receiving a rating of skilled every two years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.

3.) In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher. This also applies to teachers who received an accomplished rating in 2013-2014.

4.) Any teacher who is not formally evaluated but whose SGM falls below "average," will be placed back into the regular evaluation cycle (pre- and post-conference meetings and two observations) at the beginning of the next school year or when ODE deems necessary.

2. TEACHERS ON LEAVE OR RETIRING

The board of education may elect not to conduct an evaluation of a teacher who: (1) was on leave for 50 percent or more of the school year; or (2) has submitted notice of retirement on or before Dec. 1 of the school year.

3. WALKTHROUGHS

Walkthroughs are conducted often at Green Local; therefore, the walkthrough data will be averaged and the average used for the evaluation.

This agreement will be retroactive to July 1, 2014 and will expire December 31, 2017 unless the state mandates additional changes to the OTES evaluation system. If and/or when this would occur, both sides agree to discuss and mutually agree to any further changes to the current collective bargaining agreement.

This addendum replaces the corresponding sections only of Article 10 of the current collective bargaining agreement between the Green Local Teachers' Association and the Green Local Board of Education.

Agreed upon by both parties on this 16th day of September, 2014 by:

For the Association:

Melissa Krapp
John Dwyer

For the Board:

Sandra D. Chung
Paul Chi
Vanessa Mers
Boer