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AGREEMENT
BETWEEN THE
GREENFIELD EXEMPTED VILLAGE
EDUCATION ASSOCIATION
and the
GREENFIELD EXEMPTED VILLAGE
BOARD OF EDUCATION

2015-2017

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INTRODUCTION

The Board of Education and the Greenfield Exempted Village Education Association recognize that mutual understanding and cooperation is required to ensure a professional working relationship and trust between the parties. Each party recognizes that the other party has an important role and stake in the educational outcomes of the students, the satisfaction of the teaching staff, and the overall educational programs of the district. The Board and the Association have agreed to continue to work together during the term of this Agreement with the intention of solving common problems on the basis of principle instead of power, and will continue to resolve issues from the perspective of an open mind and in the spirit of cooperation. The Board recognizes a healthy and vital Association is needed to effectively address issues of mutual concern, and will work with the Association in those coalitions where their mutual interests can be achieved. The parties recognize that maximum improvement of the educational program in the Greenfield Exempted Village School District requires their continued cooperative relationship.

PREAMBLE

Professional negotiations has been defined as a set of procedures, written and officially adopted by the local staff organization and the school board, which provides an orderly method for the school board and staff organization to negotiate in good faith on matters of concern, to reach agreement on these matters, and to establish educational channels for mediation and appeal in the event of an impasse.

Recognizing that providing a high-quality education for the students of the Greenfield Exempted Village Schools is the paramount aim of this school district, and that good morale of the teachers is necessary for the best education of the students, we do hereby declare that:

- A. The Board of Education, under law, has the final responsibility of establishing policies for the school district.
- B. The Superintendent and his staff of building administrators have the responsibility of carrying out the policies established.
- C. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.
- D. Any provision of this agreement will not deny any organization or person his individual right to be heard collectively or individually through the accepted administrative channels of the Association or the school system administration.

ARTICLE 1 – RECOGNITION

- 1.01 The Board of Education of the Greenfield Exempted Village School District, hereinafter referred to as the “Board,” recognizes the Greenfield Exempted Village Education Association, an affiliate of the Ohio and National Education Associations, hereinafter referred to as the “Association,” as the sole and exclusive bargaining representative, for all full-time or regular part-time certificated personnel under contract as classroom teachers, librarians, guidance counselors, or school nurses, and the Athletic Director, if the Athletic Director does not hold administrator certification/licensure and is either directly involved in formal classroom instruction or is providing educational support services as a librarian, guidance counselor or school nurse, but excluding all supervisors, management level employees, substitute teachers, tutors, athletic directors, and casual employees paid on an hourly rate of pay basis, and all other employees of this District.
- 1.02 All bargaining unit employees shall be collectively referred to in this Agreement as “teachers.”
- 1.03 No teacher shall be required to be or to remain a member of the Association, nor shall any be discriminated against in any manner because he/she is or is not a member thereof.
- 1.04 Any teacher may confer with members of the administration or make a presentation before the Board in accordance with the Board’s policy of his/her own individual problem except when such matter is the subject of negotiation with the Association, and provided the solution of the problem does not affect other teachers.

ARTICLE 2 – PRINCIPLES

- 2.01 Attainment of objectives for the educational program of the Greenfield Exempted School District requires understanding and cooperation among the Board, the Superintendent, the Superintendent’s staff, and the teacher personnel. Therefore, free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to determination of matters of concern.
- 2.02 Teaching is a profession requiring the possession of specialized professional qualifications, and the success of the educational program depends on the services of qualified and competent teachers who are satisfied with the conditions under which their services are performed.

ARTICLE 3 – NEGOTIATION PROCEDURES

3.01 The Board and the Association shall have the right of free choice in designating representatives for the purpose of conducting negotiations provided that neither party shall have more than five (5) persons on its team. The negotiation teams may utilize competent professional and/or lay representatives to consider any matter under discussion and to make suggestions. Such consultants may attend negotiating meetings upon the invitation of either party provided that the other party is informed that such consultants will be present.

3.02 During the month of April of the final year of the Agreement, either party may request the commencement of negotiations. Such request will be made in writing and be delivered to the other party. Within fifteen (15) days thereafter, the parties shall exchange proposals and shall within fifteen (15) days thereafter commence negotiations at some mutually agreed time and place.

3.03 In the event that neither party requests negotiations during the month of April in the final year of the Agreement, the Agreement shall not terminate on its expiration date but will be automatically extended for a period of one additional year.

3.04 Subject Matter for Negotiations

All matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement, except as prohibited by law. Except as specifically limited in this Agreement, nothing shall impair the right and responsibility of the Board to:

- A. Determine matters of inherent managerial policy;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of school operations;
- D. Determine the overall methods, process, means, or personnel by which school operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, assign, schedule, promote, transfer, or retain teachers;
- F. Determine the adequacy of the work force;
- G. Determine and take action to carry over the overall mission of the District;
- H. Effectively manage the work force.

3.05 Release Time

Teachers may, with the approval of the Superintendent, be released from scheduled work assignments for the purpose of collective bargaining. Requests for release time must be presented to the Superintendent as soon as possible in advance.

3.06 Exchange of Facts and Views

Facts, opinions, proposals and counter proposals will be exchanged freely between the parties in an effort to reach understanding and agreement. The teams shall be cloaked with the authority to bargain and reach tentative agreement.

3.07 Agreement

When tentative agreement is reached before the expiration date of the current collective bargaining agreement, it shall be reduced to writing and submitted for ratification to the Association. The Association shall ratify the tentative agreement at a general membership meeting. The meeting shall be announced in advance so that all teachers who are members of the Association shall have the opportunity to attend said meeting. Upon ratification, the Association President shall notify the Superintendent who shall then submit the ratified agreement to the Board for adoption.

3.08 Dispute Resolution Procedure

In the event agreement is not reached after forty-five (45) days from the filing of the Notice to Negotiate, either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a Mediator are called upon, the mediation process shall last for a minimum of ten (10) days or until the expiration date of the Agreement, whichever is later.

3.09 Assistance of Administration

A. The Superintendent shall provide all school records and data of a public nature, particularly in regard to the financial situation, to the Association's negotiating committee.

B. The Superintendent shall make available school duplicating equipment and necessary liquids for use by the Association's negotiating committee, provided the Association furnishes other materials and labor and does not interrupt regular school routine.

3.10 No Strike Clause

There shall be no strike, sympathy strike, work stoppage, walkout, slowdown or any other kind of concerted activity during the term of this Agreement. The Association, its officers, agents, representatives, members and all other employees covered by this Agreement shall not in any way directly or indirectly,

authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any activity in violation of this clause.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.01 Definition of a Grievance

A grievance is a claim whereby one or more teachers allege a misinterpretation, misapplication or violation of any written provision in this agreement.

4.02 A grievance procedure is a method by which a teacher or group of teachers can present a complaint, problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels as needed.

4.03 The aggrieved may be one or more teachers having a grievance; or it may be the Association Grievance Committee as the Committee of Interest.

4.04 A class action grievance may be filed by the Association Grievance Committee as the Committee of Interest upon approval by grieved party or parties, if the grievance affects three (3) or more teachers within the District or three (3) or more teachers within a building equally, and may be filed at Level 3, if Levels 1 and 2 are not appropriate.

4.05 The party of interest is the party or parties with whom the aggrieved has a grievance.

4.06 A grievance shall be filed within fifty (50) days of the time the grievant becomes aware of the action giving rise to the grievance. For purposes of this fifty (50) days requirement, days shall not include Saturdays, Sundays, calamity days, holidays on the school calendar, winter break on the school calendar, or summer break on the school calendar.

The number of days at each level shall be considered a maximum and every effort shall be made to expedite the process.

4.07 Representation of the aggrieved may be by a member(s) of the Association chosen by the aggrieved, the aggrieved's legal counsel or any other person(s) of his/her choosing. The party of interest may be represented by legal counsel or any other person(s) of his/her choosing.

4.08 Rights and Restrictions

Nothing contained in this procedure shall be construed as limiting the right of any teacher having a complaint or problem to discuss the matter with any appropriate member of the administration and having the complaint or problem adjusted without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the terms of a contract and further provided that no grievance may be appealed to Level 3 (arbitration) by a teacher who elects

to process his or her own grievance without Association representation. In the event a teacher elects to process a grievance without Association representation, the teacher shall first notify the Association in writing that representation is being waived. Such notice shall release the Association of any and all responsibility of representation of the grievant with respect to the matter or matters raised in the grievance.

The Association is to receive a copy of all grievances filed and the resolution of all such grievances. The Association shall be notified of the time and place of all grievance hearings prior to their being held.

4.09 A grievance may be withdrawn at any level without prejudice.

4.10 Individual grievances may be filed at Level 3 if the parties agree that decision on the issue does not fall within the scope of authority attained at Level 1 and 2.

4.11 Time limits specified herein may be altered by written mutual agreement of both parties.

4.12 There will be no reprisals taken against any teacher for filing a grievance under this Agreement.

4.13 Purposes

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise. Both parties agree that these proceedings will be kept informal.

4.14 Procedure

Speedy disposition: Since it is important that grievances be processed as rapidly as possible, the number of days between each step shall not exceed the number stated on the following flow chart. After informal discussion of the grievance with the appropriate administrator, the following levels of processing a written grievance shall apply within the guidelines established under provisions above.

4.15 Grievance Procedure Flow Chart

A. Level 1 – Complainant files grievance with immediate supervisor (appropriate administrator) and the Association. Immediate supervisor gives written decision within five (5) work days.

B. Level 2 – Complainant files appeal within five (5) work days with Superintendent. The Superintendent holds hearing within thirty (30) calendar days and gives written decision within five (5) work days after the hearing.

C. Level 3 – The complainant may request an appeal to arbitration to the Association upon receipt of the decision from Level 2. The Association shall determine whether the grievance shall be filed for arbitration. The filing for

arbitration shall be within thirty (30) calendar days of the receipt of Level 2 decision.

4.16 Important Items

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the complainants.

4.17 The grievance procedure shall be capped with final and binding arbitration as provided for under the rules of the American Arbitration Association.

- A. The arbitrator shall confine his/her consideration and deliberations to the issue(s) presented by the parties.
- B. The arbitrator shall have no authority to base his/her decision on any information or arguments which were not presented by either party during the hearing or post-hearing briefs.
- C. The arbitrator shall not have the authority to add to, subtract from, disregard or modify any terms of the written provisions of this agreement, nor shall he/she make any decisions in violation of the law.
- D. The costs and expenses of the arbitrator and American Arbitration Association shall be shared equally by the Board and the Association.

ARTICLE 5 – ASSOCIATION RIGHTS

5.01 Use of School Facilities

The Board concurs that the act of recognition of the Association was and is inference that the uses of certain school facilities, as noted below, are open to the Association. The condition of this section shall in no way delete or alter present Board policy. The following facilities are therefore open to use by the Association.

- A. Bulletin boards normally used for staff information, which are those bulletin boards in teacher-preparation rooms, lounges, offices, and other bulletin boards not normally viewed by students.
- B. Faculty meetings for Association announcements with the meeting chairman's permission.
- C. School distribution facilities to distribute Association material to teachers.
- D. School buildings for meetings.
- E. School reproducing and/or copying equipment. Scheduling will be arranged for those located in the principals' offices and Superintendent's office. Distributing and posting of materials. Any material appearing under the

Association's letterhead shall be assumed to contain the opinions of the Association. Material shall be provided by the Association.

- F. Intercom for making announcements or having announcements given for scheduled meetings or other related matters.

5.02 Notification of GEVEA Elections and Appointments

The Association shall notify the Treasurer of the Board of all elected officials of the Association within seven (7) days of such elections.

- 5.03 By October 1 of each school year, the District shall provide the Association president with a list of all bargaining unit members' names and email addresses. Home addresses and telephone numbers of members who have provided written consent to the District shall also be provided.

ARTICLE 6 - LEAVES

6.01 Sick Leave

- A. Each full-time teacher shall be entitled to accumulate sick leave credit at a rate of one and one-fourth days for each completed month of service for a total of fifteen (15) days per year. Each teacher will be allowed to accumulate up to, but no more than, two hundred forty (240) days for the school year.
- B. Each teacher shall be entitled to five (5) days of sick leave credit at the beginning of a school year regardless of whether or not the amount has been earned. Sick leave may be advanced to all school employees by the Treasurer not to exceed the number of days that reasonably may be earned during the remainder of the current school year.
- C. Pursuant to the Ohio Law (ORC 3319.141), any teacher transferring to the employ of the Board shall be credited with the unused balance (not to exceed the maximum stated in provision 6.01(A) above), of that teacher's accumulated sick leave. This transfer shall be accomplished upon verification of the days accumulated from the proper public agency.
- D. A teacher may be absent from duty with pay because of personal illness, injury or as a result of pregnancy, miscarriage, abortion, childbirth and recovery therefrom for a period not to exceed the total number of days accumulated sick leave credit.
- E. A teacher may be absent from duty with pay because of illness or injury in his or her immediate family. Immediate family shall include husband, wife, father, mother, sister, brother, father-in-law, mother-in-law, child, and grandparents. Such sick leave shall be limited to the maximum days of sick leave credit accumulated by the teacher.

- F. A teacher may be absent from duty with pay because of death in his or her immediate family or member of the household. For the purpose of this provision, immediate family shall include spouse, child, father, mother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, or other persons who assumed a similar position regardless of residence. Such sick leave shall be limited to five (5) school days for death of members of the immediate family or member of the household except for death of the teacher's spouse and/or child.
- G. Teachers applying for sick leave in the above circumstances are required to sign a statement on a form provided, indicating the reason for the sick leave. This form is to be prepared upon return to duty from sick leave.
- H. In unusual emergency cases not covered by provision 6.01 through 6.01(F) above, the Superintendent has the latitude to approve sick leave prior to the teacher being absent from duty. This decision shall be communicated directly to the teacher or through the usual administrative channels.
- I. For circumstances not covered by the above sick leave policy provisions, sick leave shall be granted pursuant to Ohio law (ORC 3319.141). Any teacher who willfully abuses or misuses sick leave shall be subject to appropriate discipline up to and including termination. Additionally, such teacher will not be paid for the days that sick leave is abused or misused.
- J. Subject to the limitations set forth below, each teacher may contribute one day of accumulated sick leave annually to a Catastrophic Illness/Injury Leave Bank. Contributions shall be made strictly on a voluntary basis.

Contributions to the Bank will be made by the teacher in writing prior to October 1.

Once made, contributions will be deducted from the teacher's accumulated sick leave and will not be re-credited to the teacher.

The Bank will not accumulate more than 240 days at any time.

The Bank will be operated by a committee no less than three nor more than five teachers appointed by the GEVEA. The committee will establish its own rules and procedures, copies of which shall be provided to the Treasurer. The committee will authorize the Treasurer to withdraw days from the Bank in writing.

The Bank will not authorize the use of "Bank days" until at least 24 days are in the Bank.

Teachers who have exhausted their accumulated sick leave may request the use of "Bank days" for absences due to their own catastrophic illness or

injury or for the catastrophic illness of their spouses or dependent children unless such teachers are eligible for or have applied for disability retirement or other form of disability compensation. Decisions of the committee will be final and not subject to appeal under the grievance procedure.

Bank days will be paid at the recipient teacher's current daily rate of pay.

6.02 Unpaid Leave

- A. Upon written request, a teacher shall be granted an unpaid leave of absence for personal illness, injury or disability. Unpaid leave shall be for a period not to exceed one (1) school year; however, upon subsequent request, such leave may be renewed by the Board for an additional school year. In addition to the above listed reasons, the Superintendent will have the authority to grant unpaid leave, which in his/her judgment is a viable reason. Teachers who are granted leave shall have the option of maintaining group health, prescription, drug, life, vision and dental insurance at their own expense at group rates. No sick leave shall be accumulated while on unpaid leave.

B. Application for Unpaid Leave

Application for leave shall be in writing 30 days prior to the beginning of said leave and shall contain a statement of the beginning and ending dates of the period of absence, and shall have attached thereto a statement by the teacher's attending physician giving the physician's name and address, the dates consulted, and the physician's opinion based upon the teacher's physical condition, of the beginning and ending dates of the period of leave. Such application may be amended as to the anticipated beginning and ending dates of leave at any time, whether before or after the commencement of the leave based upon changes in the teacher's condition by the filing of an amended application and statement of the teacher's attending physician.

C. Reinstatement Rights

If the teacher desires to return to active service prior to the stated date of the application for leave, the teacher shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the teacher will return. The teacher shall be assigned to the same or a substantially equivalent position for which he/she is qualified not later than the commencement of the next grading period, and if such a position for which he/she is qualified is available before the commencement of the next grading period, he/she shall be assigned to it. A teacher's seniority will not be broken or interrupted by time spent on authorized unpaid leaves.

6.03 Child Care

Each teacher shall have the right for unpaid leave of absence for child care and adoption. This leave shall commence the day following the teacher's release from his/her doctor following childbirth or the date the child is placed under his/her care for purposes of adoption.

- A. Child care leave shall be for the balance of the school year unless the teacher elects to return to work at the beginning of the second semester of the school year in which the leave is taken. Child care leave shall be for the entire following school year if the request is made after February 1. The teacher shall indicate when he/she expects to return to work when application is made.
- B. If the teacher returns from child care leave at the beginning of the second semester, he/she will be reinstated to his/her former position; otherwise, he/she will be reinstated to a position for which he/she is certified. In cases of emergency, an employee may return to work at an earlier date during the school year with the approval of the Superintendent.
- C. The teacher shall notify the Superintendent of his/her need for child care leave no later than 30 days in advance, or less in cases of emergency.

6.04 Association Leave

Twenty-five (25) teacher days per year for professional leave to be granted at the discretion of the Association with the following provisions:

- A. Ohio Education Association Delegate Assembly, or other organization (meetings affiliated with the Association to be included in this allotment, or grievance and impasse hearings. Not more than three (3) members of the bargaining unit may be granted leave at the same time.
- B. Substitutes are to be provided by the Board and expenses are to be provided for meetings that would improve instructional abilities of teachers or would improve the education program of the District. NEA, OEA, and GEVEA delegate assemblies and business meetings are not included.
- C. Prior approval by a designated Association representative and prior notice, as prescribed by Administration, to be given. Superintendent's formal approval needed.

6.05 Professional Leave

A maximum of one hundred fifty (150) additional days shall be available from July 1 to June 30 to be used for instructional and/or educational program improvement with the following provisions:

- A. Related to areas of major teaching assignment as approved by Superintendent of Schools in advance.
- B. Guidelines for types of meetings to be written by Administration and distributed to teachers, thereby giving them reasonable expectation of attendance when application is made.
- C. Superintendent to equitably distribute days among the various levels and areas of instruction. Not more than three (3) members of the unit to be on leave at the same time. Unused professional leave days will be pooled at the end of the school year. Beginning May 1 the allotment of days will be posted for application.
- D. Visitation to be included in 150 days.
- E. Not included in the 150 days are those meetings that teachers are specifically directed to attend by Administration. The Board shall reimburse teachers for all fees and actual expenses paid in connection with Board directed attendance at conferences and workshops.
- F. Members of bargaining unit only are to be considered as eligible within 150 day structure. (Administrative and supervisory personnel are excluded from 150 days.)
- G. Substitutes are to be provided, and reasonable expenses are to be paid.
- H. All expenses shall be borne by the Board up to a maximum of \$100.00 per day.
- I. The Board shall reimburse teachers for all fees and actual expenses paid in connection with approved attendance at conferences and workshops held outside of the school year, under the same guidelines as during the school year. Documentation of actual expenses shall be required for such reimbursement.

6.06 School Assignment Leave

- A. School assignment leave is a period of time when a teacher is temporarily assigned to perform duties other than classroom instruction. The assignment may include, but is not limited to, observation of another teacher or classroom, curriculum development, proctoring tests, or meetings which the teacher is

directed to attend by Administration. Such assignment will only exceed the length of the school day (excluding travel time) with the agreement of the teacher so assigned, and shall be related to their current assignment.

- B. School assignment leave is assigned at the discretion of Administration.
- C. A substitute teacher will be provided, as needed, when a teacher is on school assignment leave.

6.07 Personal Leave

Personal leave may be used to conduct business or other activities that cannot be completed outside of the regular school hours.

- A. Teachers shall be granted personal (special) leave not to exceed three (3) days per school year.
- B. Personal (special) leave is non-cumulative and personal (special) leave days taken shall not be charged against sick leave.
- C. Personal (special) leave shall be granted upon notification of the staff member subject to the following conditions:
 - 1. Notification shall be given to the high school or elementary principal at least 48 hours in advance unless circumstances make it impossible to comply. In such event, said employee shall provide notification at the earliest possible time.
 - 2. No more than two (2) elementary teachers (K-5) and no more than two (2) high school teachers (6-12) shall be on personal (special) leave per day. Emergency situations will be handled by the Superintendent. In May, no more than one (1) elementary teacher and no more than one (1) high school teacher shall be on personal (special) leave per day.
- D. Personal (special) leave may not be used on the first day of school or a day immediately preceding or following a school vacation period. Exceptions or emergency situations will be handled by the Superintendent.
- E. A personal (special) leave notification must be completed for each day of personal (special) leave use and be signed by the person requesting the leave.
- F. Staff members requesting personal (special) leave will be notified by the high school or elementary principal 24 hours prior to commencement of leave that the request has been approved or disapproved.
- G. One-half of any unused personal days shall be converted to sick leave up to the maximum allowed sick leave accumulation effective at the beginning of the 2013-14 school year.

6.08 Assault Leave

- A. The Board shall grant leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment. The employee will be granted up to twenty (20) working days assault leave. Thereafter, absence will be deducted from the employee's sick leave. During such leave, the employee will be maintained on full pay base regardless of other compensation.
- B. Assault leave may not be granted under this policy unless the employee in question:
 - 1. Has a signed, written statement on forms provided by the Board justifying the granting and use of assault leave.
 - 2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
 - 3. Agrees to file criminal prosecution against the person or persons involved.
- C. Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment.
- D. A teacher returning to duty following assault leave shall be returned to the same position as was held at the time of the incident.

6.09 Jury Duty Leave

- A. Teachers shall be given jury duty leave without deduction in pay whenever selected for jury duty. Vouchers received for jury duty will be cashed and turned over to the Treasurer of the school district.
- B. Teachers shall not suffer any loss in Board contribution to retirement and fringe benefits for each school year through serving on jury duty.
- C. When a teacher receives notice of jury duty selection, he/she must notify his/her building principal or his/her designee.
- D. If the teacher determines that more than one day of jury leave is required, he/she must notify the building principal or his/her designee.
- E. When the teacher knows what day he/she is to return to duty from jury duty service, he/she must notify the building principal or his/her designee.

6.10 Family and Medical Leave

- A. All bargaining unit members may use up to twelve (12) weeks of unpaid leave annually to care for the birth and first-year care of a child; the adoption or foster placement of a child; the serious illness of a member's spouse, parent or child; and the member's own serious health condition that keeps the member from performing the essential functions of his/her job. "Annually" as used herein shall mean the twelve (12) month period immediately preceding the commencement date of the teacher's FMLA leave.
- B. Family and Medical Leave will be granted subject to the law's terms, conditions, and regulations, including those specifically applicable to instructional personnel of local educational agencies (a copy of the above shall be supplied by the Administration at the time leave is requested).
- C. A bargaining unit member desiring to use family or medical leave shall notify the Superintendent in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The unit member's notice to the Superintendent that he or she will use family or medical leave must specify that "Family Leave" or "Medical Leave" will be the type of leave taken.
- D. During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for a member on the active payroll to continue participation in life, dental, vision, prescription drugs, and health insurance.
- E. Instead of taking family or medical leave, a bargaining unit member may opt to take other forms of leave under Article VI if eligible for the particular type of leave.
- F. The returning teacher will be reinstated to his/her former position with no loss in seniority and will remain a bargaining unit member while on FMLA.

6.11 General Provisions for Extended Leaves

- A. For the purposes of this Article the term "extended leave" shall mean a paid or unpaid leave of twenty (20) consecutive work days or more for an employee's illness, injury or disability.
- B. Teachers returning from extended leave shall provide the district a medical excuse from the teacher's physician.
- C. The Superintendent may, at his/her discretion, request the returning teacher to see another doctor of the Superintendent's choosing and at Board expense prior to the teacher's return to work.

- D. Should there be a conflict between the teacher's and the Board's physicians concerning the teacher's readiness to return to work, a third opinion may be sought by either party. The third opinion will come from a physician mutually agreed upon by the teacher and the Board. The third opinion shall be binding on the parties. The expense of the third opinion shall be at B.A.C. or Board expense.

ARTICLE 7 – TEACHER RIGHTS AND RESPONSIBILITIES

7.01 Teacher Facilities/School Property/Supplies and Materials

A. Teacher Facilities

A faculty workroom will be provided at each school building. Teachers shall have access to the following equipment and supplies in each building and such will be maintained and kept in good repair.

- | | |
|-------------------|----------------------------|
| 1. Phone | 6. Sink |
| 2. Bulletin Board | 7. Refrigerator |
| 3. Tables | 8. Computer and printer |
| 4. Chairs | 9. Copier and/or Risograph |
| 5. Pop Machine | 10. Typewriter |

Supplies for the copying equipment will be accessible to the extent possible during the work day. The Board will institute a program of preventative maintenance for the copying equipment to reduce the down time of copying equipment. As part of this preventative maintenance program each teacher will receive instruction on the operation and general care of the copying equipment. Pop machine proceeds shall be placed in an appropriate activity fund account and may be spent in any legal manner approved by the Association and included in the activity fund plan approved by the Board. Consent of the Board must be obtained prior to placing anything within the school buildings or on school grounds, or altering Board-owned property in any fashion.

B. School Property

Teachers should try to protect any school property entrusted to them. Any damage to school property should be immediately reported to the principal.

Teachers should not be held financially responsible unless the damage is shown to be a direct result of their negligence.

C. Supplies, Materials, and Items

Teachers may request materials, supplies, and items for the classroom through their building principal using the district's standardized requisition form.

Each building principal will consult with his/her teachers to determine the priority of items to be purchased for the classroom. This consultation will be done on a departmental, grade level, or individual basis as determined by the building principal.

The Better Way Committee will develop a process which will annually allow teachers to share and recycle classroom materials and similar items among other teachers.

7.02 Normal Teaching Duties

A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energy should be, to the extent possible, utilized to this end.

B. Teacher Service on Committees and Development Projects

Teachers should serve on committees to which they may be appointed. These committees shall deal with textbook selection, curriculum development, and other matters relative to the instructional program.

The purpose of such committees is to enable the Administration to utilize the advice, opinions, and assistance of the professional staff in the selection and implementation of projects and studies relative to the above noted topics.

Upon completion of committee work, written recommendations and results of committee work shall be reported to the Superintendent and committee chairperson. If committee recommendations are disapproved, the person or persons responsible for disapproval shall provide, in writing, reasons for disapproval to the committee chairperson and at least two committee members who are classroom teachers.

Committee assignments, excluding any duties for which supplemental contracts are issued, that are scheduled beyond the school day for teachers shall first be staffed on a voluntary basis. If there is an insufficient number of volunteers, the principal shall assign teachers to perform extra duties as needed. Assignments will be distributed as equitably as possible throughout the school year. Teachers who serve more than one school shall be assigned extra duties equitably with those teachers who serve only one building.

C. Faculty Meetings

Teachers should attend all faculty meetings called by the principal or Superintendent unless excused by the person calling the meeting. Staff who are obligated by supplemental contracts or other after-school obligations will be given due regard when the purpose, day, hour, and length of such meetings are determined. When necessary, these individuals may request to be excused.

D. Extracurricular Activities

Building principals may request assistance in supervision of extracurricular activities. However, if a sufficient number of teachers do not volunteer, the principal shall have the right of assignment, provided such teachers are notified of the assignment two weeks in advance, except when principals would not have knowledge of the activity two weeks in advance. These assignments will be rotated equally among the entire staff so that no teacher will be required to supervise more than two such activities per year.

E. Planning and Preparation

1. The daily planning period for all teachers shall follow state guidelines. The Board and the Association agree to teacher input at the building level pertaining to the assignment of teacher planning periods. The building administrator shall make the final determination in the schedule development.

2. Parent and/or Student Conferences

Students and/or parents will be guaranteed a conference with any teacher during the teacher's conference time, provided the teacher has been given adequate notice.

Parent and/or student conferences should be provided at any other reasonable time, but shall require special arrangement with the teacher. The date and time must be mutually acceptable.

3. Teacher Unassigned Time during Daily Schedule

It is recognized by both the Association and the Administration that proper use of conference/preparation time is essential to quality education. It is, therefore, recommended that teacher-conference-preparation time be used for:

- a. The instructional program;
- b. Conferring with parents, pupils, administration, supervisors, and other teachers;
- c. Studying and maintaining records.

F. Class Load Maximums

Every reasonable effort will be made to ensure that no class in grades 1-6 will exceed State Department of Education standards.

G. Miscellaneous Duties

Teachers may be assigned such additional duties during the regular school hours as determined necessary by the principal in the following areas:

1. Study halls.
2. Corridor and/or campus supervision while students are in transit between classes or to and from buses at dismissal and arrival time.
3. To the extent possible, teachers will not be assigned to assembly supervision during their regularly scheduled planning time. Accordingly, special teachers (art, music, physical education, Title I, and special education) shall accompany and supervise students who are regularly assigned to them during the time of the assembly.
4. Cafeteria and playground supervision, excluding the 30 consecutive minutes of duty free lunch.

NOTE: (In regard to Items 2 and 4)

Hall, cafeteria and playground duty will be equitably rotated among building teaching staff. No assignment shall be increased beyond the equivalent of the present responsibilities, length, or frequency for any individual unless a reasonable, identifiable, and well-defined need can be shown.

(In regard to Item 3)

To the extent possible, teachers will not be assigned to assembly supervision during their scheduled planning time.

5. The Superintendent or the Superintendent's designee will provide to each traveling teacher (art, music, etc.) a written schedule of that teacher's normal seven and one half hour day (travel time, teaching, planning, miscellaneous duties, and other assignments, if any).
6. No teacher shall be assigned duties which go beyond the contractual length of the day. Teachers whose duty schedules require them to work more than their normal 7 1/2 hour day shall have the right to request flexible scheduling to address time spent beyond their 7 1/2 hour day.

H. Inclusion

1. Qualified service providers will be assigned to meet the unique, individual needs of each child with a disability, as designated on his/her I.E.P./504. These service providers shall include, but are not limited to regular classroom teachers, special education teachers, and related services specialists.

Qualified shall mean a person holding an appropriate state certificate or license that applies to the area in which he/she is providing special education and/or related services.

2. The Board may hire additional trained personnel to perform any medical service which may be required by the student's I.E.P./504.
3. All I.E.P./504 – mandated supplemental aid and related services shall be provided to the teacher.
4. All known teachers who will be required to implement an I.E.P./504 shall be identified, informed, and allowed to attend the I.E.P./504 conference. Teachers who cannot attend the I.E.P./504 conference shall be informed about the child's I.E.P./504 by the special education teacher or district representative, and shall be provided with a copy of the final I.E.P./504.
5. All attempts will be made to insure that regular students under an I.E.P./504 mandate will be placed in grade level sections with the fewer students.
6. Regular classroom teachers assigned disabled students shall be provided release time for training to insure I.E.P./504 mandated goals and objectives are being addressed.
7. The district shall provide problem-solving procedures to resolve issues prompted by the placement of disabled students in the regular classrooms.
8. The district shall also assist regular classroom teachers in their efforts to implement the educational plans of students with disabilities who are assigned to their classes. Such assistance shall include an opportunity to annually confer with at least one or more members of the I.E.P./504 team that prepared the I.E.P./504 student's current educational plan. Release time will be provided for this review conference, if needed.

I. Academic and behavioral progress of students

Teachers will make every effort to establish and maintain open lines of communication with students and parents concerning the academic progress

and behavioral needs of each student. These efforts will include the following, depending on the needs of the student:

1. A review of student records and testing data.
2. Home visits/personal contact with the student's parents/guardians.
3. A parental contact record will be maintained by each teacher.

The Board shall assist the teachers in the above efforts by providing each teacher, as requested, the following:

- a. Consultation on interpreting information on each student, and how to meet the needs of individual students (ex. Obtaining related services from social service agencies).
- b. Training to modify curriculum and alternative methodologies for the needs of individual students.
- c. Training in alternative classroom discipline techniques.
- d. A telephone located in a private area to conduct home communications and parent conferences.

7.03 Teacher In-Service

Three (3) days of in-service training, one of which shall be on Central OEA Day, with the teacher given the option to work in her/his room, go to Central OEA, or attend another approved professional experience shall be included on the school calendar as a work day for teachers. Attendance on these in-service days shall be mandatory.

7.04 Health and Safety

The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to O.R.C. §4167.10 until the following process has been completely exhausted:

- A. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor or principal within two work days of the occurrence of the alleged violation.
- B. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal

complaint with the Superintendent within two work days after the employee's conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent or his/her designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation within two (2) work days after receiving the complaint. Within two (2) work days after the conference, the Superintendent shall provide his/her written response to the complaint.

ARTICLE 8 – EMPLOYMENT PROCEDURES

8.01 Performance Evaluation

A. Evaluation Policy: As mandated by Section 3319.111 of the Ohio Revised Code, the Board has adopted a standards based teacher evaluation policy which conforms to the framework for evaluation developed under section 3319.112 of the Revised Code, in consultation with teachers. That policy is identified for information and available to teachers on request, but is specifically not incorporated herein or made a part of this Agreement.

B. Committee: The parties agree to establish a standing Evaluation Policy Consultation Committee for the purpose of reviewing and recommending changes to the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

1. Committee Composition

a. The committee shall be comprised of three (3) members appointed by the Association president and three (3) members appointed by the Superintendent.

b. The agenda for each committee meeting will be jointly determined by the Superintendent and the Association president.

2. Compensation

Any committee work performed outside the work day by teachers who are members of the committee will be paid at a rate of twenty-five dollars (\$25.00) per hour.

3. Committee Responsibility

The committee shall be responsible for reviewing and making recommendations for modification of the policy, procedure and

process, including the evaluation instrument, for the evaluation of teachers in the District.

Changes in evaluation policy that affect wages, terms and other conditions of employment shall be brought to both the Board and GEVEA members for ratification.

8.02 Personnel File

Personnel files of teachers are kept in the Superintendent's office. Material in these files include employment data, work and attendance records, copies of contracts and teaching certificates, evaluations, communications, teaching assignments, etc. Immunization records of employees are kept in the school nurse's office. Teachers will be made aware of information being added to their file(s). If an employee disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained in said file, he/she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. The Board must make a reasonable investigation to determine if the disputed information applies with the provision of law. Said employee shall have the right to add rebuttal or request a hearing with the Board on any material in his/her file that he/she deems incorrect or incomplete.

The Board further agrees that any employee will have full and complete access to any file being maintained on said employee.

Any material which is inaccurate, irrelevant, out of date, or incomplete shall be removed from the file(s).

When a teacher's personnel file has been viewed by a member of the public, the Superintendent or the Superintendent's designee shall within three days as defined in Section 17.03, notify the teacher of the name of the person viewing the file and the date and time of such viewing. If any materials are photocopied and provided to the individual viewing the personnel file, a copy will also be made for and given to the teacher.

The Board and the Association agree that public access to teachers' personnel files is governed by the Ohio Public Records law, Ohio Revised Code Section 149.43.

8.03 Contract Termination and Non-Renewal

- A. Termination of Contract – The termination of a contract during the term of such contract shall be only for good and just cause as set forth in Section 3319.16, Ohio Revised Code. The parties mutually agree that the grievance procedure shall be the sole and exclusive remedy for termination of teacher contracts and that the procedure below shall expressly supersede and

replace the statutory termination process set forth in ORC 3319.16 and 3319.161.

1. The Superintendent shall deliver or cause to be delivered a written notification of his/her intention to terminate the teacher's contract. The notice shall include the reasons for the intention; however, the level of detail provided in the written reasons shall not be the subject of a grievance.
 2. The Superintendent shall meet with the teacher to discuss the reasons for the intention to terminate. Prior to the meeting, the teacher shall be informed of his/her right to representation.
 3. In the event that the Superintendent terminates the teacher's contract, the Superintendent shall deliver or cause to be delivered to the teacher a written notification of his/her decision. The notice shall include the supported reasons for the decision.
- B. Non-Renewal of Contract – The non-renewal of Limited Contracts for teachers who have not completed their fourth regular Limited Contract in the district shall be done in accordance with Section 3319.11 of the Ohio Revised Code. The parties mutually agree that the grievance procedure shall not be used as a remedy for said non-renewal.

For teachers who have completed their fourth regular Limited Contract in the district, non-renewal shall be done in accordance with the following procedures:

1. The Superintendent shall, on or before the first of June, deliver or cause to be delivered to the teacher a written notification that the intent of the Superintendent is to recommend to the Board that the teacher will not be re-employed at the expiration date of the Limited Contract. Reasons for the decision to non-renew need not be stated in the letter.
2. The reasons for a decision leading to a recommendation not to re-employ a non-tenured teacher shall be made available in writing to the affected teacher, at his/her option.
3. In the event that the teacher desires a hearing before the Board, the teacher shall deliver or cause to be delivered the original copy of the request to the President of the Board and copies to the Treasurer of the Board and the Superintendent.
4. The Board shall honor a request for the specified hearing. A mutually agreed to date shall be scheduled within ten (10) days after the receipt of the request. Board shall notify the teacher in writing of the date, time and place.

5. The hearing shall be of a private nature and shall be conducted in executive session of the Board.
6. The teacher shall have the right to be accompanied at the hearing and to be represented by a person of his/her choosing. The Association President or designee may be present at this hearing.
7. If the Board overrules the recommendation of the Superintendent for renewal, written reasons must be given for non-renewal by the Board.
8. Reasons for the non-renewal shall include inefficiency, incompetence, immorality, willful and persistent violations of Board policy or other reasonable cause.
9. The procedures for non-renewal of teacher contracts for teachers who have completed their fourth regular Limited Contract in the district are those set forth in paragraphs 1-8 herein. The parties mutually agree that for those teachers these procedures supersede ORC 3319.11.

8.04 Employment of Retired Teachers

- A. Any teacher who has retired under the State Teachers Retirement System) and who is subsequently employed or re-employed in the district will receive years of teaching experience up to 10 years of the educational column which applies to him or her, as specified in the salary schedule contained in this Agreement. Re-employed teachers cannot advance beyond Step 10 at any time.

No teacher will be employed or re-employed under this Section at any time another teacher on the district's recall list has the appropriate certification/licensure to fill the position.

Any teacher employed or re-employed under this provision:

1. Shall be employed pursuant to a one year contract, which shall automatically be non-renewed at the conclusion of that year without the need for compliance with Ohio Revised Code §3319.11, which is superseded by this section, or with the nonrenewal provisions of this agreement which are rendered inapplicable to teachers employed pursuant to this Section;
2. Shall not resume or be eligible for a Continuing Contract under any provision of Ohio law and/or this Agreement;
3. Shall not be eligible to participate in the district's health plan, including prescription drug, for teachers unless he/she becomes ineligible to participate in any health care including prescription drug plan offered by STRS;

4. Shall not be eligible to participate in the district's group life insurance and vision insurance plans;
5. Is not eligible to receive any severance pay upon leaving employment with the district;
6. Shall have no seniority in connection with any reduction in staff or for any other purpose;
7. Shall not be permitted to accumulate sick leave in excess of thirty (30) days;
8. Shall not be credited with any sick leave earned prior to his/her employment under this Section;
9. Shall only be considered for a vacant supplemental contract if a teacher not hired under this Section did not fill the vacancy;
10. Shall not be eligible to file a grievance regarding any matter addressed in this Section of the Agreement;
11. Shall be included in the teacher bargaining unit.

This Section of the Agreement and such salary and individual contract with a retired teacher hired under this Section expressly supersede Ohio Revised Code Section 3317.13 and all other applicable laws.

- B. The following provisions of this Agreement shall not apply to retired teachers hired under this Section:
1. Section 6.01A (Sick leave-only as related to accumulation in excess of thirty (30) days)
 2. Section 6.01C (Transfer of sick leave)
 3. Section 6.01J (Sick Leave Bank)
 4. Section 8.03 B (Non-Renewal)
 5. Section 9.01A (Salary and Index, except as provided in this Section)
 6. Section 9.03 (Insurance except as provided in this Section for retired teachers who are not eligible for insurance under STRS)
 7. Section 9.04 (Severance Pay)
 8. Section 9.10 (Proficiency Test Bonuses)
 9. Section 9.11 (Tuition Reimbursement)
 10. Section 12.01(3) (Reduction in Force-Seniority)
 11. Section 13.01 (Contracts)
 12. Section 13.02 (Multi-Year Contracts)
 13. Section 13.05 (Contract Sequence)

ARTICLE 9 – SALARY AND FRINGE BENEFITS

9.01 Salary and Index

A. With the first pay for the 2015-2016 school year, the base salary for the regular teacher’s salary schedule shall be \$31,788.81 with the remaining increments calculated on the current index, except that Step 25 shall not be effective for the 2013-2014 school year (Appendix A). With the first pay for the 2016-2017 school year, the base salary for the regular teacher’s salary schedule shall be \$32,424.59 with the remaining increments calculated on the current index (Appendix B).

B. Salary Index:

YRS.	BACH	BA + 15	150 HR	MAST.	MA+15	MA +30
0	1.0000	1.0380	1.0750	1.1000	1.1750	1.225
1	1.0400	1.0800	1.1200	1.1500	1.2250	1.280
2	1.0800	1.1230	1.1650	1.2000	1.2750	1.335
3	1.1200	1.1650	1.2100	1.2500	1.3250	1.390
4	1.1600	1.2080	1.2550	1.3000	1.3750	1.445
5	1.2000	1.2500	1.3000	1.3500	1.4250	1.500
6	1.2400	1.2930	1.3450	1.4000	1.4750	1.555
7	1.2800	1.3350	1.3900	1.4500	1.5250	1.610
8	1.3200	1.3780	1.4350	1.5000	1.5750	1.665
9	1.3600	1.4200	1.4800	1.5500	1.6250	1.720
10	1.4000	1.4630	1.5250	1.6000	1.6750	1.775
11	1.4400	1.5050	1.5700	1.6500	1.7250	1.830
12	1.4800	1.5480	1.6150	1.7000	1.7750	1.885
13	1.5200	1.5900	1.6600	1.7500	1.8250	1.940
14	1.5500	1.6330	1.7050	1.8000	1.8750	1.995
15				1.8500	1.9250	2.050
20				1.9000	1.9750	2.105
25				1.9500	2.0250	

C. 1. The MA+30 column is frozen effective 10/15/94 for current employees on the MA+30 column and those who are on the MA+15 column by 10/15/94. No other employees will be eligible for MA+30.

2. Teachers above with MA+15 will have until 6/30/97 to move to MA+30 column.

D. At the discretion of the Superintendent, a first year teacher may be placed on Step 1 instead of Step 0 in the applicable column of the salary schedule for his or her first year contract. In the event that a teacher is placed on Step 1

for the first year and a second year contract is awarded, the teacher shall remain on Step 1 for the entire second year contract.

9.02 Supplemental Pay Schedule and Bonus

The supplemental pay for each teacher performing a duty as listed below shall be computed by multiplying the base salary amount times the proper index number.

Athletic Extracurricular

Position	Index
Assistant Athletic Director	.13
Athletic Trainer	.21
Baseball, Head	.09
Baseball, Asst. and JV	.07
Basketball, Boys Head	.17
Basketball, Boys Asst., JV and 9	.11
Basketball, Boys 7 and 8	.085
Basketball, Girls, Head	.17
Basketball, Girls, Asst., JV and 9	.11
Basketball, Girls 7 and 8	.085
Cheerleader Advisor	.05
Cheerleader Advisor, Asst.	.03
Cheerleader Advisor, Asst. (Freshmen)	.025
Cheerleader Advisor 7 and 8	.03
Cross Country, Head	.055
Cross Country, Asst.	.05
Football, Head	.17
Football, Asst., JV and 9	.11
Football, 7 and 8	.085
Golf, Boys Head	.055
Golf, Boys Asst.	.05
Golf, Girls Head	.055
Golf, Girls Asst.	.05
Soccer, Head	.10
Soccer, Asst.	.075
Softball, Head	.09
Softball, Asst. and JV	.07
Swimming, Head	.085
Swimming, Asst.	.045
Ticket Manager	.085
Track, Boys Head	.09
Track, Boys Asst.	.07
Track, Boys 7 and 8	.05
Track, Girls Head	.09
Track, Girls Asst.	.07
Track, Girls 7 and 8	.05

Volleyball, Head	.10
Volleyball, Asst.	.075
Volleyball, 7 and 8	.068
Weight Room Supervisor	
Summer (June – August)	.03
Fall (Sept. – Nov.)	.02
Winter (Dec. – Feb.)	.02
Spring (March – May)	.02
Wrestling, Head	.10
Wrestling, 7 and 8	.045

Student Activities Extra-Curricular

Adult Education Coordinator	.024 per session
Annual Staff Advisor	.06
Annual Staff Advisor, Asst.	.03
Band (Director and summer)	.18
Band (Director, Asst. and summer)	.09
Class Advisor, Senior Class	.04
Class Advisor, Junior Class	.04
Class Advisor, Sophomore Class	.03
Class Advisor, Freshman Class	.03
Dramatics (1 play and 1 musical)	.11
Dramatics Asst.	.055
Hi-Y, High School	.03
Majorette Advisor	.025
Middle School Student Council Advisor	.02
High School Student Council Advisor	.04
Tigerettes	.04
Quick Recall Team Advisor	.05
Quick Recall Team Advisor 7 and 8	.025
Vocal Music, High School	.065
National Honor Society	.01
LPDC Member	.04
LPDC Chairperson	.045
LPDC Secretary	.045
Mentor Teacher	.03

Other Supplemental Duties

Department/Grade Leader	.055
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The supplemental pay for teachers participating in the MVLC program shall be as follows: \$170 per student per year for year-long courses (36 lesson classes); \$85 per student per semester for one-semester courses (18 lesson classes).

Teachers will receive no compensation for instruction of any student(s) in the MVLC program when no lessons have been completed during that semester.

MVLC supplemental teaching contracts shall be offered to teachers in the bargaining unit before being offered to other teachers. Assignment of teachers will be based on teacher certification and will be the responsibility of the MVLC Program Coordinator.

MVLC teachers shall be compensated in two (2) payments as follows: The payment for instruction of students during either semester shall be made on a regular payday within twenty days after the end of the semester.

Weight room supervisor positions will be paid at one (1) pay at the end of each session.

New positions will be considered through normal channels. Athletic Extra-Curricular will be requested through Athletic Director to Superintendent to Board. Student Activities Extracurricular will be requested through building principal to Superintendent to Board.

A one-time bonus will be paid in the final pay of the 2016-2017 school year to those teachers who have continuously held the same supplemental salary position for the 2015-2016 and 2016-2017 school years. Bonus will not apply to MVLC Program. The amount of such bonus will be an amount equal to 6.67% of the supplemental pay paid to the teacher for the continuous supplemental salary position during the 2016-2017 school year.

9.03 Insurance

- A. The Board may select the carrier to provide insurances; however, the benefits must be equal to or better than benefits in effect as of June 1, 2011. The Board shall also notify the Association and the District Health Plan Committee at least thirty (30) days prior to a carrier change.
- B. Every teacher shall receive a written election form from the Plan Administrator during the open enrollment period. It is the teacher's responsibility to return it to the Plan Administrator before September 25.
- C. All teachers shall be covered for a full twelve months or until a job termination date, except where limited by the negotiated agreement. Part-time teachers shall have insurance paid by the Board in the same ratio as their work day compares to a full teaching day (e.g., a half-time teacher would have half the premium paid by the Board). Those part-time teachers who have been continuously employed by the Board prior to July 1, 2000 will continue to receive full insurance benefits.
- D. Health Insurance, Including Prescription Drug Coverage
 - 1. The Board shall provide health insurance benefits for all full-time teachers. Teachers will contribute for health insurance benefits by payroll deduction each payday (26 per year). Effective July 1, 2011

teachers will contribute 8.5% of the total annual premium cost for single coverage, or 11% for family coverage. Effective July 1, 2012, teachers will contribute 9.5% of the total annual premium cost for single coverage or 12% for family coverage. The specific amount of said contributions on and after July 1, 2011 will be determined annually by dividing the annual premium cost for single and family coverage by the number of paydays for teachers between July 1 and June 30 of the following year.

Any teacher enrolled in the employee plus one dependent coverage during the 2010-2011 school year and in effect as of June 30, 2011, who is required to contribute 11% of family coverage beginning July 1, 2011 due to the elimination of the employee plus one dependent contribution rate shall be paid an additional \$12.00 (gross) on each pay date on which the employee's health benefit contribution is deducted from July 1, 2011 until June 30, 2012. This shall cease to apply to any teacher who discontinues employment or coverage, elects single coverage or adds additional dependent coverage on or after June 30, 2011.

A teacher on leave without pay (except for employees on Medical/Family Leave) who wishes this insurance coverage continued would pay the full premium and the Board would pay nothing until the teacher returned to work. Teachers who work under contract for at least the final four months of the school year and are re-employed for the following school year will have hospitalization insurance premiums continued to be paid at the same ratio during the summer months (or until a job termination date) by the Board.

2. The District's health and prescription plan, effective January 1, 2013, is provided by Medical Mutual, under policy number CMS133180000423-00756. See Appendix C for more information regarding the District's health and prescription plans.

The District's health plan will be revised effective January 1, 2010 as needed to comply with the Mental Health Parity Act.

3. The Ohio State Teachers Retirement System shall be recognized as having jurisdiction on all determinations of disability;
4. The coordination of benefits with COBRA will not be affected by the waiting period as defined in the Summary Plan Description.
5. Teachers may elect to have health insurance contributions they make to participate in the District's health plan deducted from pre-tax dollars pursuant to IRS Section 125.

Any teacher wishing to withdraw from the District's health plan must notify the Treasurer of his/her election to do so in writing. Rules and

regulations of Section 125 of the Internal Revenue Code and the plan administrator shall apply.

6. The District has established a medical expense reimbursement plan to reimburse teachers for a portion of their deductibles and out-of-pocket expenses in excess for those set forth below. The plan is further described in the Summary of Benefits (Appendix D).

	Deductible Per Person	Deductible Per Family	Out of Pocket Per Person	Out of Pocket Per Family
In Network	\$50.00	2	\$300.00	\$600.00
Out of Network	\$200.00	2	\$800.00	\$1,600.00

7. The Board will pay an Opt-Out incentive to those teachers who elect not to participate in the Board offered health insurance plan as follows:

Any teacher who elects not to participate in the Board offered health insurance plan and stays out of the District’s Health Plan for 12 months (July 1 – June 30) will receive an annual cash payment. The cash payment will be \$3,000.00 if the teacher is eligible to participate in a family plan and \$1,500.00 if the teacher is eligible to participate only in a single plan. If a teacher who has elected not to participate in the Board offered health insurance plan resigns or is terminated effective prior to the end of the school year, the cash payment to which the teacher is entitled will be 8.33 percent of the applicable dollar amount for each full month the teacher has been employed since the preceding July 1.

A teacher electing not to participate in the health insurance plan will not pay the teacher’s portion of the health insurance premiums. The deduction for health insurance premiums will commence again when the teacher elects to come back to the District’s Health Insurance Plan.

The annual cash payment will be made along with the teacher’s second pay in July, commencing with the year following the election to opt out.

If a husband and wife are both employees of the Board eligible to participate in the Board offered health insurance plan, neither is eligible for this opt-out incentive. No incentive will be paid for switching from a family to a single plan.

The election to opt out must be made in writing annually on or before the first day of July, or at such other time as a qualifying event may occur that would permit a change in health insurance coverage to be requested and will remain in effect through the next June 30. If a teacher who has opted out experiences a qualifying event which would permit a change in health insurance coverage, he or she may enroll in the Board offered health insurance plan, subject to the time and procedural requirements of the plan for such enrollment and if such enrollment occurs, the teacher will not receive any cash payment.

Procedures for applying for and receiving the cash payment will be determined by the Board, based on applicable law and the requirements of the Board's health insurance. These procedures may be changed, as the Board, in its discretion, determines may be necessary. Written notice of any changes will be given to the Association.

8. In order to better understand the District's Health Plan benefits, to periodically explore the marketplace for improved benefits and/or reduced costs, and to review any proposed rate increases or benefit changes during the term of this Agreement, the parties have agreed to establish a District Health Plan Committee. Each shall appoint three employees to serve on this committee in addition to the Superintendent and the Association President who serve as ex officio members. The parties agree that while each has the right to remove and replace its appointees to this committee, both recognize the value of maintaining continuity of membership and will not alter the composition of the committee without first discussing the need to do so with the other. Each party shall have the ability to bring consultants. The party bringing a consultant shall inform the other party ten (10) days before the meeting in which the consultant is to attend.

The Health Plan Committee will meet as often as a majority of its members deem necessary, but not less than four times per school year. The Committee will determine for itself how to maintain records of its meetings and deliberations. The Committee may analyze and monitor general claims data (but not data containing personal health information) and may recommend to the Board and Association any changes in current benefits.

E. Dental Insurance

1. The Board shall pay for 100% of the premiums for group dental insurance, either family or single. Such plan shall be the dental plan which is described as follows:
2. After a deductible amount, the plan will pay a percentage of the reasonable and customary fees charged by the dentist. The two features provide for a sharing of cost by the dental plan and the insured person. The deductible and co-insurance percentage that applies to each category of expense is illustrated as follows:
3. Base Plan Benefits

Covered Expense	Individual Deductible (Per Calendar Year)	Family Deductible (Per Calendar Year)	Co-insurance Amount
Class I	None	None	100%
Class II	\$25	\$50	80%
Class III	\$25	\$50	50%

Class IV None None 50%

4. To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and 100% of the reasonable and customary charges will be paid for all Class I services.
5. Calendar Year Maximum (for all Class I, II, III Expenses) \$1,000 per person. Orthodontic Lifetime Maximum (for all Class IV Expenses) is \$1,000 per person.

Summary of Coverage

Class I – Preventive and Diagnostic

Routine oral exams (once every 6 months)
Teeth cleaning (once every 6 months)
Fluoride treatments (once every 12 months)
Emergency pain treatments
Space maintainers
Diagnostic x-rays
Tests and lab exams

Class II – Basic Restorative

Fillings (amalgams, silicate, acrylic)
Root canal therapy
Treatment of gum disease
Repair of bridgework and dentures
Extractions and oral surgery
General anesthesia (only if medically necessary)

Class III – Major Restorative

Inlays, onlays, gold fillings, or crown restorations
Initial installation of fixed bridgework
Installation of partial or full, removable dentures
Replacement of existing bridgework or dentures

Class IV – Orthodontia

Full banded orthodontic treatment
Appliances for tooth guidance
Appliances to control harmful habits
Retention appliances – not in connection with full banded treatment

F. Life Insurance

The Board will provide term life insurance for each teacher in the bargaining unit in the amount of \$45,000.

G. Vision Insurance

The Board shall pay 100% of the premiums of the existing optical insurance plan for teachers and their families.

9.04 Severance Pay

Severance pay shall be granted in an amount to be determined by multiplying the daily rate of the teacher's pay at retirement by 25% of the total number of accumulated unused sick leave days, not to exceed sixty-one (61) days beginning in the 2015-2016 school year.

Severance pay will be paid by the District to The Greenfield Exempted Village School District Accumulated Leave Plan (the "Plan"). Plan participants shall be 100% vested in such amounts contributed on their behalf. Distributions from the Plan to the employee shall be made in accordance with the Plan requirements.

Teachers can receive only one retirement from this district.

9.05 Travel Allowance

- A. 1. Teachers, upon authorization of the Superintendent, may be granted permission to use their personal automobiles in transporting students and/or equipment to and from school recognized functions. Athletic functions are excluded from this provision.
2. Teachers, required to drive to serve more than one building, shall be paid mileage.
3. Payment – Mileage will be paid at the IRS rate per mile. Round trip mileage must be indicated when applicable.
4. Request – A written signed request from the teacher must be submitted to the building principal at least three (3) days in advance. The request will be forwarded to the Superintendent for his approval or disapproval. The request must be made in duplicate. One copy will be returned to the sender. In case of emergency, the Superintendent may grant permission. A form will be provided.

9.06 Teachers Acting as Substitutes

The Board shall adopt a pay schedule of 1/7 x current substitute pay per period for in-house substitutes; that regularly authorized substitutes be used before in-house substitutes; that principals equitably distribute in-house substitute assignments among those indicating desire to serve; and that principals have authority to

assign in-house substitutes in case of an emergency at stipulated rate of pay. In-house substituting applies only to regular academic or vocational periods, not noon or recess duty.

9.07 STRS Pick-Up Utilizing the Salary Reduction Method

The Board herewith agrees with the Association to pick up, utilizing the salary reduction method, contributions to State Teachers Retirement System paid upon behalf of the teachers in the bargaining unit under the following terms and conditions and at no cost to the Board.

- A. The amount to be “picked-up” on behalf of each employee shall be the teacher’s required contribution. The teacher’s annual compensation shall be reduced by an amount equal to the amount “picked-up” by the Board for the purpose of state and federal tax only.
- B. Shall be uniformly applied to all members of the bargaining unit and shall be mandatory.
- C. The pick-up shall become effective July 1, 1984, and shall apply to all compensation including supplemental earnings thereafter.
- D. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including employment and workers’ compensation shall be based on the teacher’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.

9.08 Liability Insurance

The Board shall pay for liability insurance to cover school employees on school assignment for transport of students involved in school activities.

9.09 I.E.P./I.A.T./504 Conferences

- A. Teachers who attend IEP, IAT, and/or 504 conferences beyond the regular work day shall receive a stipend of \$11.04 per student conference.
- B. Members of the DLT who are not Department Leaders shall receive a one-time bonus in the final pay of each school year in the gross amount of \$100, less applicable withholdings and deductions.

9.10 Tuition Reimbursement

The District will reimburse teachers for graduate level courses successfully completed during the term of the Agreement under the following conditions:

- A. Each course must be taken from an accredited college or university and must be approved, in advance, by the District's LPDC.
- B. Transcripts or other documentation of satisfactory completion and paid tuition receipts or other evidence of payment must be provided to the Treasurer's office.
- C. Reimbursement shall be paid in the final paycheck in the school year it is requested.
- D. The maximum reimbursement will be six semester hours or equivalent per teacher.
- E. The maximum reimbursement shall be \$225 per semester hour or equivalent per teacher for graduate level courses successfully completed on or after the effective date of this Agreement.

9.11 Tuition Free Attendance for Children of Employees

- A. Children of teachers in the district shall be permitted to enroll in the Greenfield Exempted Village School District on a tuition-free basis, regardless of their residence.
- B. A teacher who is under contract for the upcoming school year must give written notice to the Superintendent by August 1 of each year as to the teacher's desire to have his or her children attend the district's schools. In such written notice, the teacher must supply the names and grade levels of the children who will be attending the district's schools and supply all information required by law for children being admitted to a school district, including the transfer of records from the district previously attended.

ARTICLE 10 – PAYROLL

10.01 Payroll Stipulations

Payroll will be every other Thursday, twenty-six (26) per year, beginning on the first Thursday which falls between August 18 and August 24 (inclusive) of each year. In those years where paying every other Thursday would result in 27 paydays, teachers will be notified on the first payday of the school year and again on the first payday of June that there will be a three week period between the

current contract year and the first pay of the next contract year, only in those years where there are 53 Thursdays in the year.

For the 2015-2016 school year, the first pay date will be August 20, 2015 and the final pay date will be August 11, 2016. For the 2016-2017 school year, the first pay date will be August 18, 2016 and the final pay date will be August 17, 2017.

Extra deductions in any month will be made as follows:

First Check	Second Check	Third Check
TSA	TSA	
Dues/People Checkoff	Dues/People Checkoff	Dues/People Checkoff
Medical Insurance Premiums	Medical Insurance Premiums	Medical Insurance Premiums
Supplemental Health Insurance Premiums	Supplemental Health Insurance Premiums	
Credit Union	Credit Union	
Chapter 13 Bankruptcy	Chapter 13 Bankruptcy	Chapter 13 Bankruptcy
Child Support	Child Support	
IRS Tax Liens	IRS Tax Liens	

Sick leave credit shall be given in the first check and deducted in either the first or second check.

*Effective 8/1/2011, TSA deductions will be taken in the first and second check of each month to the extent permitted by the annuity companies.

**Effective 8/1/2011, Dues and FCPE contributions shall be deducted from the first and second check of each month pursuant to Section 10.02, below.

Check stub information shall include, but not be limited to, the following:

Gross	Federal	Retire	Hosp.	Misc.
	W/H		1 st Dues	State 3
			2 nd Cancer	City 2
			Both Credit Union	TSA 1 1 st Check
				Wash. Nat'l. 2 nd Check

Extra deductions are made as applicable to individuals.

10.02 Payroll Deductions

- A. Teachers who choose to join the GEVEA/OEA/NEA shall be granted payroll deductions for the payment of professional dues and FCPE contributions. Teachers shall be given the option of payroll deductions of professional dues in either twenty (20) or twenty-four (24) payroll installments.

- B. Teachers who elect to have dues and contributions deducted over twenty-four (24) payroll installments must provide written notice of such election to the Treasurer no later than August 1 of the school year in which the teacher makes such election. The election shall continue from year to year pursuant to Section 10.02 C (see below).
- C. The authorization for the deduction of association dues and FCPE contributions, including any election for deduction over twenty-four (24) installments, may be continuous from year to year, provided a list of current continuing members and authorization forms for new members is received by the Treasurer of the Board each school year not later than August 1 for teachers' election deductions over twenty-four installments and October 30 for teachers electing deductions over twenty installments. Once made, authorization for the deduction for Association dues and FCPE contributions shall continue in amounts to be certified to the Treasurer from time to time, until the employee notifies the Treasurer and the Association in writing that the employee no longer wants payroll deduction for the Association dues and/or FCPE contributions.
- D. FCPE contributions will be deducted over twenty (20) payroll installments unless the teacher timely elects to have contributions deducted over twenty-four (24) installments as provided in Section 10.02 B (see above).

10.03 Direct Deposit

Direct deposit of pay will be mandatory for all teachers.

ARTICLE 11 – TRANSFERS AND VACANCIES

- 11.01 The assignment and transfer of teachers shall be the responsibility of the Superintendent. Each teacher will be assigned to a specific area and may be transferred to any position for which he/she is qualified. Transfers may be made on the request of the Superintendent, an administrator, supervisor, or teacher, and for any purpose that, in the judgment of the Superintendent, is for the welfare of the teacher or the schools.
- 11.02 Transfer may be requested by a teacher when the teacher has valid reasons. Possible reasons may be more adequate training for another assignment, better qualification to teach at a different grade level or in a different position, or ability to work at a higher level of effectiveness in another situation.
- 11.03 A request for a transfer does not guarantee that such a transfer will be made. Each request must be considered in terms of available vacancies, the necessity of balance of staff and the use of teachers to maximum efficiency within individual schools and the district as a whole.

- 11.04 Written requests for transfer shall be kept on file for a period of one year from date of request.
- 11.05 In the event more than one equally well qualified teacher has requested a transfer, the Superintendent shall give consideration to years of service in the district. Upon written request, the Superintendent will meet with a teacher who does not receive a requested transfer to discuss the situation.
- 11.06 No transfer shall be made until a conference between the principal and/or Superintendent and the teacher being transferred has been held.
- 11.07 In making transfers, the Superintendent shall consider the following:
- A. Contribution which teacher could make to pupils in the position.
 - B. Appraisal and recommendations made by the principals.
 - C. Qualifications of teachers compared to those of outside candidates both for the position which will be vacated and the position to be filled.
 - D. Opportunity for professional growth.
 - E. Desire of teacher regarding assignment or transfer.
 - F. Length of service in the district.
- 11.08 Vacancy Notice
- A. The Superintendent shall have posted a list of position vacancies (teaching and extracurricular) within five (5) days of its occurrence. Positions which become vacant after August 1 but before the start of the school year may be filled without posting notice pursuant to this section. The Board will not transfer teachers after August 1 except for death, resignation, retirement, illness, dual certification, or enrollment fluctuations.
 - B. These lists shall be posted in each of the buildings in the principal's office and the teachers' work rooms if the vacancy occurs during the school year. Announced vacancies during the summer period will be posted in the Superintendent's office and employees who have expressed interest in such a vacancy in writing will be contacted. The Association president shall be sent a copy of the vacancy at the time of posting.
 - C. A description of the positions and reference to salary shall be included on the vacancy listing.
 - D. Teachers desiring to apply for one or more of the vacancies and/or new positions may file a written request with the Superintendent. Such request

shall be necessary even if the teacher has filed a request for transfer pursuant to Section 1 of this Article.

- E. No position shall be filled until the vacancy listing has been posted a minimum of five (5) calendar days except for vacancies which occur after August 1.

ARTICLE 12 – REDUCTION IN FORCE

12.01 When the Board determines it necessary to reduce teaching positions under ORC 3319.17 or for financial reasons, the following procedures will apply:

- A. To the extent possible, the number of teachers affected by a reduction-in-force will be minimized by not employing replacements for employees who retire, resign, or whose Limited Contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish necessary reductions.
- B. Reductions needed beyond those available by attrition will be made by suspending contracts. The Board motion to suspend contracts due to reduction in number of teaching positions shall so state the reason for such reduction. Those contracts to be suspended will be chosen as follows:
 - 1. Annually by October 1, all teachers will be placed on a seniority list for each teaching field for which they are properly certificated. 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. Each teacher shall have until October 15 to notify the Treasurer, in writing, of any inaccuracies which affect his or her seniority. The Board shall investigate any inaccuracies and make corrections as appropriate. Any protest not raised on or before October 15 shall be deemed waived and the list shall be considered as final until the next annual seniority list is created.
 - 2. Reductions in any area of certification will be made by choosing the teacher with the lowest evaluation rating for that area of certification according to the requirements of the OTES model, giving preference to those teachers employed under Continuing Contract. For purposes of this section, “Lowest Evaluation Rating” shall mean the teacher whose overall effectiveness rating on his/her most recent evaluation is in the lowest category as follows from lowest to highest:
 - Ineffective
 - Developing
 - Skilled
 - Accomplished

3. In the event that a teacher's most recent performance evaluation rating is lower than the rating on such teacher's performance evaluations during the two previous school years, the Superintendent may, in his or her sole and absolute discretion, place the teacher in a higher evaluation category in order to reflect that teacher's overall level of performance during that period of time. When considering performance evaluations under the District's evaluation system in place prior to the 2013-2014 school year, which do not include an overall performance rating, the Superintendent has the sole and absolute authority to determine the overall performance effectiveness rating applicable to each evaluation.
4. Pursuant to Board policy, during the 2013-2014 and 2014-2015 school years only, the Student Growth Measures sub-score component of a teacher's evaluation shall not be considered in determining a teacher's overall effectiveness rating if such sub-score lowers the teacher's overall effectiveness rating.
5. In the event that a program is entirely eliminated resulting in a reduction in force, a teacher affected may elect to displace a teacher with a lower evaluation rating in any area he/she is certified, provided the teacher has taught in the second area of certification for at least 120 days in the three calendar years immediately preceding the reduction or has taken an academic refresher course in the other area of certification in the three calendar years immediately preceding the reduction, or promises to complete an academic refresher course in the second area of certification within one calendar year of displacing another teacher. If the evaluations are equal, paragraph 6 applies.
6. Seniority will be defined as the length of continuous service in the district. Seniority will not be broken or interrupted by authorized leaves of absence. Seniority shall not be used to determine order of layoff except in such cases where evaluation ratings are comparable.

If two or more teachers have the same length of continuous service, seniority will be determined by:

- a. The date of the Board meeting at which the teacher was hired, and then by
 - b. The date the teacher signed the teacher's initial contract in the district;
 - c. If any ties remain after a. and b., they will be broken by a coin flip.
- C. The names of teachers whose contracts are suspended in reduction in force will be placed on a recall list for a period of time which shall include two (2) complete school years from the date of reduction, subject to the provisions of this Article. Teachers on the recall list 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 either (1) taught for at least one hundred twenty (120) days in the area of certification in which the vacancy exists during the three years preceding the reduction, or (2) taken an academic refresher course in the area of certification during the period the teacher was on the recall list, or (3) promises to complete an academic refresher course within one calendar year from the notice of recall.
2. Teachers on the recall list will be recalled in reverse order of layoff for vacancies in areas for which they are certificated, provided they meet the educational requirements listed in Section C(1) of this Article.
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 the teacher's 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. Any teacher who fails to respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.
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 the teacher enjoyed at the time of the layoff.

Where group insurance policies permit, a teacher on the recall list may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.

A teacher may elect to remain on RIF status rather than accepting a part-time, or lower paying position with the district.

ARTICLE 13 – TEACHER CONTRACTS

13.01 Individual Contract Specifications

A. Contract Notification Procedure and Contents

All regular teaching contracts issued by the district shall be in the mail to affected teachers no later than July 1 of any year. All contracts for teaching personnel shall include the following:

Name – Address
Name of the school district
Type of contract (limited – continuing)
Number of years to be in effect
Annual compensation
Degree – semester hours
Number of days in contractual year
Tentative assignment

Basic Board policies are to be made available for each teacher. This basic policy is to include rules and regulations governing the professional staff. There will be provision for signature and date of the teacher being contracted. Contracts shall be in duplicate. Original signed copy to be returned to the office of the Superintendent.

13.02 Multi-Year Contracts

A teacher whose regular teaching contract will not expire due to multi-year or tenure provisions shall receive, by July of any year, a contract specification sheet containing the following provisions:

Name – Address
Name of the school district
Year contract expires, or continuing
Annual compensation
Degree – semester hours
Number of days in contractual year
Tentative assignment

Basic Board policies are to be made available for each teacher. This basic policy is to include rules and regulations governing the professional staff.

13.03 Resignation

Any teacher receiving notification/contract as prescribed herein later than July 1 shall have the right to resign without consent between July 11 and the beginning of the following school year.

13.04 Contract Rights

The Board will uphold all contractual rights given to its employees by current law.

13.05 Contract Sequence

- A. A teacher who has taught in the school district for three or more years and who has received a performance rating other than “Ineffective” on his/her most recent evaluation may be issued a multi-year Limited Contract. Any recommendations for multi-year contracts will be made by the Superintendent based upon formal evaluations.
- B. Limited contracts will be granted in accordance with O.R.C. 3319.11.
- C. Continuing Contracts will be granted in accordance with O.R.C. 3319.11.

ARTICLE 14 – SCHOOL CALENDAR, SCHOOL YEAR AND SCHOOL DAY

14.01 The length of each school year shall not exceed 185 days which shall include two (2) workdays, two (2) conference days, and two (2) Board provided in-service days and one (1) work/in-service day to be scheduled on Central OEA Day. Any local in-service training conducted by the District on Central OEA Day shall be optional for all staff members.

14.02 Length of Day

All teachers may be assigned appropriate starting and dismissal times, provided that their total work day will be no longer than 7 1/2 consecutive hours, including the duty-free lunch period of at least thirty (30) minutes.

14.03 Calamity Days

No teacher will be required to work any day that schools are closed due to calamity, as defined by Ohio law, provided, however, that teachers will be required to work on any calamity make-up days required by the state without additional pay.

ARTICLE 15 – PUBLIC COMPLAINT PROCEDURE

15.01 Action concerning a complaint by a member of the community other than a student shall be governed by the following procedure:

- A. The complaint shall be referred to the building principal or other appropriate supervisor.

- B. If requested, a meeting involving the complainant, teacher, and appropriate supervisor shall be arranged by said supervisor at a mutually convenient time to discuss the complaint.
- C. If the complaint is still unresolved, it may be submitted to the Superintendent.
- D. If the above actions do not lead to resolution of the complaint, it may be submitted, in writing, to the Board. A copy of this complaint shall be given to each teacher involved.

15.02 Public Complaint Procedure

In Steps 2, 3, and 4 above, any teacher(s) named in the complaint shall have the right to be involved in all conferences held. All persons involved in conferences may be accompanied by a representative or consultant of his/her choosing. Conferences regarding such complaints shall be private, with attendance restricted to parties named in this procedure.

ARTICLE 16 – PRINTING OF THE CONTRACT

- 16.01 Costs for printing the negotiated agreement shall be borne equally by the Board and Association.
- 16.02 The Negotiated Agreement between the Association and the Board shall be distributed to all teachers within three months after it has been fully executed by the Board.

ARTICLE 17 – GENERAL PROVISIONS

- 17.01 This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties.
- 17.02 This Agreement supersedes and prevails over all statutes of the State of Ohio (Except as specifically set forth in Section ORC 4117.10(A). However, should any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.

If, during the term of this Agreement, any provision is determined to be unlawful, the parties will meet to negotiate any necessary change in the agreement relative to the affected provision within fifteen (15) days following such finding. The Dispute Resolution Procedures set forth in Section 3.08 will be used if the parties fail to reach agreement within 60 days after such finding.

- 17.03 Unless expressly defined to the contrary, “days” as used in this Agreement shall be defined as calendar days, excluding Saturdays, Sundays, calamity days, and holidays on the school calendar.
- 17.04 The Board agrees that all provisions of this contract and Board policies shall be applied uniformly to all members of the bargaining unit.
- 17.05 All references to individuals in this Agreement designate both sexes, and whenever either the male or female gender is used, it shall be construed to apply equally to individuals of the opposite gender.

ARTICLE 18 – BETTER WAY COMMITTEE

The Board and the Association have established a “Better Way” Committee to improve communications and to solve problems that arise during the term of the Agreement.

The Committee will consist of the Superintendent, the President of the Association, three administrators selected by the Superintendent, and three teachers selected by the President of the Association. Reasonable efforts will be made to select administrators and teachers from different buildings and grade levels.

All members of the Committee will be trained in problem solving procedures and techniques.

The Committee will not hear grievances or engage in negotiations.

The Committee will meet monthly on the second Wednesday of each month from September through May and at such other times as a majority of members of the Committee agree.

Committee meetings will be held after school and will not extend for more than two hours except by agreement of those members present.

One week before each meeting of the Committee, the Superintendent and the President of the Association will exchange agendas of no more than three items which each of them wishes to discuss at the meeting. Discussion will be limited to those items identified unless the Superintendent and the President of the Association agree to add additional items.

The Committee will request the Federal Mediation and Conciliation Service to train members of the Committee and to otherwise facilitate Committee meetings as the Committee determines necessary.

ARTICLE 19 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 19.01 The purpose of the LPDC is to oversee and review professional development plans of teachers for course work, continuing education units, or other equivalent activities. It will establish a procedure by which a teacher may appeal the decision of the LPDC concerning his/her professional development plan.
- 19.02 The committee will be a district-wide committee.
- 19.03 The committee will consist of seven (7) employees of the district. Four committee members will be teachers appointed by the Association. Three will be appointed by the Superintendent. At least two (2) of the Superintendent's appointees will be building administrators.
- 19.04 The committee members will serve two (2) year staggered terms except that two (2) teachers appointed by the Association and two (2) members appointed by the Superintendent in 1997 shall serve initial terms of three (3) years.
- 19.05 In appointing members to the committee, the Association and the Superintendent will seek to balance the committee in terms of grade level (K-5, 6-8, 9-12), academic training and experience.
- 19.06 Committee members may be reappointed for successive terms, without limitation.
- 19.07 The committee shall meet as required in order to fulfill its responsibilities.
- 19.08 The committee will attempt to operate by consensus.
- 19.09 Teachers who serve as members of the LPDC will receive an annual stipend of \$900. This stipend will be paid in two payments on regular paydays; one at the end of the first semester and the second at the end of the second semester. Additionally, teachers serving as either the Chair or the Secretary/Recorder will be paid an additional \$100 stipend each for their services.

ARTICLE 20 - DURATION

20.01 This Agreement shall become effective upon ratification by the Association and approval by the Board and shall continue in full force and effect through June 30, 2017.

In Witness Whereof, the parties have caused this contract to be executed on this ____ day of _____ 2016.

GREENFIELD EXEMPTED VILLAGE
BOARD OF EDUCATION

GREENFIELD EXEMPTED VILLAGE
EDUCATION ASSOCIATION

By: *Mrand A. Hiles*

By: 4/18/16

By: *Doug Mustard*

By: 4-18-16

APPENDIX A

Greenfield Exempted Village School District Teacher Pay Scale												
2015-2016												
31,789.00												
Step	Index	BA	Index	BA+15	Index	BA 150	Index	MA	Index	M+15	Index	M+30
0	1.000	\$31,789	1.038	\$32,997	1.075	\$ 34,173	1.100	\$ 34,968	1.175	\$ 37,352	1.225	\$ 38,942
1	1.040	\$33,061	1.080	\$34,332	1.120	\$ 35,604	1.150	\$ 36,557	1.225	\$ 38,942	1.280	\$ 40,690
2	1.080	\$34,332	1.123	\$35,699	1.165	\$ 37,034	1.200	\$ 38,147	1.275	\$ 40,531	1.335	\$ 42,438
3	1.120	\$35,604	1.165	\$37,034	1.210	\$ 38,465	1.250	\$ 39,736	1.325	\$ 42,120	1.390	\$ 44,187
4	1.160	\$36,875	1.208	\$38,401	1.255	\$ 39,895	1.300	\$ 41,326	1.375	\$ 43,710	1.445	\$ 45,935
5	1.200	\$38,147	1.250	\$39,736	1.300	\$ 41,326	1.350	\$ 42,915	1.425	\$ 45,299	1.500	\$ 47,684
6	1.240	\$39,418	1.293	\$41,103	1.345	\$ 42,756	1.400	\$ 44,505	1.475	\$ 46,889	1.555	\$ 49,432
7	1.280	\$40,690	1.335	\$42,438	1.390	\$ 44,187	1.450	\$ 46,094	1.525	\$ 48,478	1.610	\$ 51,180
8	1.320	\$41,961	1.378	\$43,805	1.435	\$ 45,617	1.500	\$ 47,684	1.575	\$ 50,068	1.665	\$ 52,929
9	1.360	\$43,233	1.420	\$45,140	1.480	\$ 47,048	1.550	\$ 49,273	1.625	\$ 51,657	1.720	\$ 54,677
10	1.400	\$44,505	1.463	\$46,507	1.525	\$ 48,478	1.600	\$ 50,862	1.675	\$ 53,247	1.775	\$ 56,425
11	1.440	\$45,776	1.505	\$47,842	1.570	\$ 49,909	1.650	\$ 52,452	1.725	\$ 54,836	1.830	\$ 58,174
12	1.480	\$47,048	1.548	\$49,209	1.615	\$ 51,339	1.700	\$ 54,041	1.775	\$ 56,425	1.885	\$ 59,922
13	1.520	\$48,319	1.590	\$50,545	1.660	\$ 52,770	1.750	\$ 55,631	1.825	\$ 58,015	1.940	\$ 61,671
14	1.550	\$49,273	1.633	\$51,911	1.705	\$ 54,200	1.800	\$ 57,220	1.875	\$ 59,604	1.995	\$ 63,419
15							1.850	\$ 58,810	1.925	\$ 61,194	2.050	\$ 65,167
20							1.900	\$ 60,399	1.975	\$ 62,783	2.105	\$ 66,916
25							1.950	\$ 61,989	2.025	\$ 64,373	2.105	\$ 66,916

APPENDIX B

Greenfield Exempted Village School District Teacher Pay Scale												
2016-2017												
32,425.00												
Step	Index	BA	Index	BA+15	Index	BA 150	Index	MA	Index	M+15	Index	M+30
0	1.000	\$ 32,425	1.038	\$ 33,657	1.075	\$ 34,857	1.100	\$ 35,668	1.175	\$ 38,099	1.225	\$ 39,721
1	1.040	\$ 33,722	1.080	\$ 35,019	1.120	\$ 36,316	1.150	\$ 37,289	1.225	\$ 39,721	1.280	\$ 41,504
2	1.080	\$ 35,019	1.123	\$ 36,413	1.165	\$ 37,775	1.200	\$ 38,910	1.275	\$ 41,342	1.335	\$ 43,287
3	1.120	\$ 36,316	1.165	\$ 37,775	1.210	\$ 39,234	1.250	\$ 40,531	1.325	\$ 42,963	1.390	\$ 45,071
4	1.160	\$ 37,613	1.208	\$ 39,169	1.255	\$ 40,693	1.300	\$ 42,153	1.375	\$ 44,584	1.445	\$ 46,854
5	1.200	\$ 38,910	1.250	\$ 40,531	1.300	\$ 42,153	1.350	\$ 43,774	1.425	\$ 46,206	1.500	\$ 48,638
6	1.240	\$ 40,207	1.293	\$ 41,926	1.345	\$ 43,612	1.400	\$ 45,395	1.475	\$ 47,827	1.555	\$ 50,421
7	1.280	\$ 41,504	1.335	\$ 43,287	1.390	\$ 45,071	1.450	\$ 47,016	1.525	\$ 49,448	1.610	\$ 52,204
8	1.320	\$ 42,801	1.378	\$ 44,682	1.435	\$ 46,530	1.500	\$ 48,638	1.575	\$ 51,069	1.665	\$ 53,988
9	1.360	\$ 44,098	1.420	\$ 46,044	1.480	\$ 47,989	1.550	\$ 50,259	1.625	\$ 52,691	1.720	\$ 55,771
10	1.400	\$ 45,395	1.463	\$ 47,438	1.525	\$ 49,448	1.600	\$ 51,880	1.675	\$ 54,312	1.775	\$ 57,554
11	1.440	\$ 46,692	1.505	\$ 48,800	1.570	\$ 50,907	1.650	\$ 53,501	1.725	\$ 55,933	1.830	\$ 59,338
12	1.480	\$ 47,989	1.548	\$ 50,194	1.615	\$ 52,366	1.700	\$ 55,123	1.775	\$ 57,554	1.885	\$ 61,121
13	1.520	\$ 49,286	1.590	\$ 51,556	1.660	\$ 53,826	1.750	\$ 56,744	1.825	\$ 59,176	1.940	\$ 62,905
14	1.550	\$ 50,259	1.633	\$ 52,950	1.705	\$ 55,285	1.800	\$ 58,365	1.875	\$ 60,797	1.995	\$ 64,688
15							1.850	\$ 59,986	1.925	\$ 62,418	2.050	\$ 66,471
20							1.900	\$ 61,608	1.975	\$ 64,039	2.105	\$ 68,255
25							1.950	\$ 63,229	2.025	\$ 65,661	2.105	\$ 68,255

APPENDIX C

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26	
Older Age Child	28	
	Removal upon end of month	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial Group Waiver, All Others: 6-9	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family ¹	\$850/ \$1,700	\$1,000/ \$2,000
Coinsurance	90%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$170/ \$340	\$500/ \$1,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	90% after deductible	80% after deductible
Urgent Care Office Visit ²	90% after deductible	80% after deductible
All Immunizations	90% after deductible	80% after deductible
Allergy Testing	90% after deductible	80% after deductible
Allergy Treatment /Injections	90% after deductible	80% after deductible
Preventive Services		
Routine Physical Exam(Age 9 and over)	100%	80% after deductible
Well Child Care Services including Exam, Laboratory Tests and Immunizations (To age 9)	100%	80% after deductible
Routine Vision Exams -includes Refraction(One every 2 years)	90% after deductible	80% after deductible
Routine Hearing Exams	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Laboratory, X-ray and Medical Tests (Age 9 and over)	100%	80% after deductible
Routine Endoscopic Services (Age 9 and over)	100%	80% after deductible
Outpatient Services		
Surgical Services (other than in physician's office)	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical Therapy – Professional and Facility (20 visits per benefit period)	90% after deductible	80% after deductible
Occupational Therapy – Professional and Facility (20 visits per benefit period) Work Hardening Programs are not covered	90% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (24 visits per benefit period)	90% after deductible	80% after deductible
Speech/ Post-cochlear implant aural Therapy – Facility and Professional (50 visits per benefit period)	90% after deductible	80% after deductible
Cardiac Rehabilitation-Facility (36 visits per benefit period)	90% after deductible	80% after deductible
Pulmonary Rehabilitation-Facility (20 visits per benefit period)	90% after deductible	80% after deductible
Emergency use of an Emergency Room	90% after deductible	
Non-Emergency use of an Emergency Room	90% after deductible	80% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Professional Services	100%	80% after deductible
Maternity	100%	80% after deductible
Skilled Nursing Facility/Inpatient Rehabilitation (Limited to 60 days combined per benefit period)	90% after deductible	80% after deductible
Additional Services		
Ambulance	90% after deductible	
Durable Medical Equipment including Prosthetics Appliances and Orthotic Devices (Speech Aid Devices and Traceho-Esophageal Voice Devices are limited to one per lifetime)	90% after deductible	80% after deductible
Oral (Dental) Accident	90% after deductible	
Hearing Aid, including Evaluations, Fitting and Repairs (\$2,500 every 24 consecutive months)	90% after deductible	80% after deductible
Home Healthcare (Limited to 60 visits per benefit period)	90% after deductible	80% after deductible
Hospice	90% after deductible	80% after deductible
Outpatient Diabetic Education and Training	90% after deductible	80% after deductible
Routine Foot Care for a Diagnosis of Diabetes	90% after deductible	80% after deductible
Organ Transplants	90% after deductible	80% after deductible
Services for a Diagnosis of Autism	Benefits paid based on services rendered	
Private Duty Nursing	Not Covered	Not Covered
Services for Obesity and Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Temporomandibular Joint (TMJ) Services	Not Covered	Not Covered
Tooth Extractions, Growth Hormone Therapy Professional Charges, Shoe Orthotics, Enteral & Parenteral Therapy, Treatment of Benign Gynecomastia, Excision or Elimination of Hanging Skin and Treatment of Excessive Sweating (hyperhidrosis), Orthoptic/Pleoptic Training	Not Covered	Not Covered
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Deductible and coinsurance expenses incurred for services by a network provider will only apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a non-network provider will only apply to the non-network deductible and coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

 Greenfield Exempted Village Schools ADMIN & GEVEA Prescription Drug Program^{1 2}		
Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$10	31
Formulary Copayment	\$25	31
Non-Formulary Copayment	\$45	31
Formulary Mail Order Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$20	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$90	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹Includes: Diabetic Supplies: Includes over-the-counter items, as well as insulin, syringes and needles, glucose monitors and meters.

Asthmatic Supplies: Includes Replacement bags, Peak Flow Meters and Inhalation Spacers only.

Excludes: Smoking Cessation Drugs (except those covered in accordance with Federal Law) and Fertility Drugs.

²Coverage includes Preventive Medications, in accordance with Federal Law.

GREENFIELD EXEMPTED VILLAGE SCHOOLS : Plan 1
Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 01/01/2013 - 12/31/2013

Coverage for: Single or Family | Plan Type: PPO

 **This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at MedMutual.com/SBC or by calling 800.362.2656.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$850/single, \$1,700/family Network \$1,000/single, \$2,000/family Non-Network Doesn't apply to coinsurance, copays	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, \$170/single, \$340/family Network \$500/single, \$1,000/family Non-Network	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Copays, deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. See MedMutual.com/SBC or call 800.362.2656 for a list of participating providers.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist?	No	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services .

Questions: Call 800.362.2656 or visit us at MedMutual.com/SBC. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.362.2656 to request a copy.

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GREENFIELD EXEMPTED VILLAGE SCHOOLS : Plan 1
Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 01/01/2013 - 12/31/2013

Coverage for: Single or Family | Plan Type: PPO

-  **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use Network **providers** by charging you lower **deductibles, copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	10% coinsurance	20% coinsurance	--- none ---
	Specialist visit	10% coinsurance	20% coinsurance	--- none ---
	Other practitioner office visit (Chiropractic)	10% coinsurance	20% coinsurance	(24 visits per benefit period)
	Other practitioner office visit (Acupuncture)	Not Covered		Excluded Service
	Preventive care/ screening/ immunization	No charge	20% coinsurance	--- none ---
If you have a test	Diagnostic test (x-ray)	10% coinsurance	20% coinsurance	--- none ---
	Diagnostic test (blood work)	10% coinsurance	20% coinsurance	--- none ---
	Imaging (CT/PET scans, MRIs)	10% coinsurance	20% coinsurance	--- none ---
If you need drugs to treat your illness or condition	Generic copay - retail /Rx	\$10	Does Not Apply	--- none ---
	Generic copay - home delivery /Rx	\$20	Does Not Apply	--- none ---
	Formulary copay - retail /Rx	\$25	Does Not Apply	--- none ---
	Formulary copay - home delivery /Rx	\$50	Does Not Apply	--- none ---
	Non-Formulary copay - retail /Rx	\$45	Does Not Apply	--- none ---
Non-Formulary copay - home delivery /Rx	\$90	Does Not Apply	--- none ---	

Questions: Call 800.362.2656 or visit us at MedMutual.com/SBC. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.362.2656 to request a copy.

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GREENFIELD EXEMPTED VILLAGE SCHOOLS : Plan 1

Coverage Period: 01/01/2013 - 12/31/2013

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	20% coinsurance	-----none-----
	Physician/surgeon fees (Outpatient)	10% coinsurance	20% coinsurance	-----none-----
If you need immediate medical attention	Emergency room services	10% coinsurance	-----none-----	-----none-----
	Emergency medical transportation	10% coinsurance	-----none-----	-----none-----
	Urgent care	10% coinsurance	20% coinsurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	20% coinsurance	-----none-----
	Physician/ surgeon fee (inpatient)	No charge	20% coinsurance	-----none-----
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits		-----none-----
	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		-----none-----
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		-----none-----
If you are pregnant	Prenatal and postnatal care	10% coinsurance	20% coinsurance	-----none-----
	Delivery and all inpatient services	No charge	20% coinsurance	-----none-----

Questions: Call 800.362.2656 or visit us at MedMutual.com/SBC. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.362.2656 to request a copy.

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GREENFIELD EXEMPTED VILLAGE SCHOOLS : Plan 1

Coverage Period: 01/01/2013 - 12/31/2013

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you need help recovering or have other special health needs	Home health care	10% coinsurance	20% coinsurance	(60 visits per benefit period)
	Rehabilitation services (Physical Therapy)	10% coinsurance	20% coinsurance	(20 visits per benefit period)
	Habilitation services (Occupational Therapy)	10% coinsurance	20% coinsurance	(20 visits per benefit period)
	Habilitation services (Speech Therapy)	10% coinsurance	20% coinsurance	(50 visits per benefit period)
	Skilled nursing care	10% coinsurance	20% coinsurance	(60 days per benefit period, combined with Inpatient Physical Medicine and Rehabilitation)
	Durable medical equipment	10% coinsurance	20% coinsurance	(includes Speech Aid Devices and Tracheo-Esophageal Voice Devices, which are limited to 1 per lifetime)
	Hospice service	10% coinsurance	20% coinsurance	-----none-----
If your child needs dental or eye care	Eye exam (Child)	No charge	20% coinsurance	Inclusive with a preventive well child visit
	Glasses		Not Covered	Excluded Service
	Dental check-up (Child)		Not Covered	Excluded Service

Questions: Call 800.362.2656 or visit us at MedMutual.com/SBC. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.362.2656 to request a copy.

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GREENFIELD EXEMPTED VILLAGE SCHOOLS : Plan 1
Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 01/01/2013 - 12/31/2013

Coverage for: Single or Family | Plan Type: PPO

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded services</u> .)		
<ul style="list-style-type: none">• Acupuncture• Bariatric Surgery• Cosmetic Surgery• Dental check-up (Child)• Dental Care (Adult)	<ul style="list-style-type: none">• Glasses• Infertility Treatment• Long-Term Care• Non-emergency care when traveling outside the U.S.	<ul style="list-style-type: none">• Private-Duty Nursing• Routine Foot Care• Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)		
<ul style="list-style-type: none">• Chiropractic Care	<ul style="list-style-type: none">• Hearing Aids	<ul style="list-style-type: none">• Routine Eye Care (Adult)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 800.362.2656. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 866.444.3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 877.267.2323 X61565 or www.ccoio.cms.gov.

Questions: Call 800.362.2656 or visit us at MedMutual.com/SBC.
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.362.2656 to request a copy.

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GREENFIELD EXEMPTED VILLAGE SCHOOLS : Plan 1
Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 01/01/2013 - 12/31/2013

Coverage for: Single or Family | Plan Type: PPO

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact the plan at 800.362.2656.

-----To see examples of how this plan might cover costs for sample medical situations, see the next page-----

Questions: Call 800.362.2656 or visit us at MedMutual.com/SBC.
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.362.2656 to request a copy.

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GREENFIELD EXEMPTED VILLAGE SCHOOLS : Plan 1
Coverage Examples

Coverage Period: 01/01/2013 - 12/31/2013

Coverage for: Single or Family | Plan Type: PPO

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)	
<ul style="list-style-type: none"> Amount owed to providers: \$7,540 Plan Pays \$6,220 Patient Pays \$1,320 	
Sample care costs:	
Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540
Patient Pays:	
Deductibles	\$900
Copays	\$20
Coinsurance	\$200
Limits or exclusions	\$200
Total	\$1,320

The se numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower. For more information about your HRA or FSA, please contact your employer group.

Managing Type 2 diabetes (routine maintenance of a well-controlled condition)	
<ul style="list-style-type: none"> Amount owed to providers: \$5,400 Plan Pays \$4,060 Patient Pays \$1,340 	
Sample care cost:	
Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedure	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400
Patient Pays:	
Deductibles	\$900
Copays	\$400
Coinsurance	\$0
Limits or exclusions	\$40
Total	\$1,340

Note: These numbers assume the patient is participating in our diabetes wellness program. If you have diabetes and do not participate in the wellness program, your costs may be higher. For more information about the diabetes wellness program, please contact: 800.362.2656.

Questions: Call 800.362.2656 or visit us at MedMutual.com/SBC. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.362.2656 to request a copy.

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GREENFIELD EXEMPTED VILLAGE SCHOOLS : Plan 1
Coverage Examples

Coverage Period: 01/01/2013 - 12/31/2013

Coverage for: Single or Family | Plan Type: PPO

Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- Patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

❌ **No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

❌ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✔ **Yes.** When you look at the Summaries of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box on each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✔ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 800.362.2656 or visit us at MedMutual.com/SBC. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.362.2656 to request a copy.

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APPENDIX D

Summary of Benefits

Plan Year Beginning January 1, 2013 and Ending December 31, 2013

HRA105 Medical Reimbursement Plan:

Plan Administrator: Mr. Joseph Smith
 Greenfield Exempted Village Schools 2011
 200 North Fifth St.
 Greenfield, OH 45123
 Plan Service Assistant: WesBanco Insurance

FOR:

Medical Mutual

Group Number:

THE PLAN YOU HAVE SELECTED	DEDUCTIBLE PER PERSON	# of DEDUCTIBLES PER FAMILY	OUT-OF-POCKET MAXIMUM PER PERSON	OUT-OF-POCKET MAXIMUM PER FAMILY
Health Plan In-network	\$ 50.00	2	\$300.00	\$600.00
Health Plan Out-of-network	\$200.00	2	\$800.00	\$1,600.00

Medical Expense Reimbursement Plan Plan Enrollment Card & Overview

This document is intended to summarize the benefit plan option you selected under Greenfield Exempted Village Schools 2011 Medical Expense Reimbursement Plan of the employer named above. In event of any discrepancy between this Summary of Benefits, the Summary Plan Description and the actual provisions of the Plan, the terms of the Plan shall govern.

The actual Plan is kept on file in your employer's office and is available for your review. Contact your employer's Plan Administrator.

- 1. What is the purpose of the Plan?** The most important purpose of the Plan is to provide medical expense reimbursement benefits to covered employees and their dependents in a way that allows the benefits to be excluded from gross income for federal income tax purposes.
- 2. How is the Plan administered?** The duly authorized officers of Greenfield Exempted Village Schools 2011 administer the Plan.
- 3. How do you join the Plan?** If you are a full-time employee of Greenfield Exempted Village Schools 2011, you automatically will become a participant in the Plan at the same time you are eligible for the employer's health program.
- 4. What are the benefits under the Plan?** The benefits under the Plan are outlined in Summary Plan Description and Appendix A of the Plan document. The amount of medical expense reimbursement you are entitled to receive depends on which health insurance coverage option you have selected.
- 5. How do you make a claim for benefits?** Claims for benefits under the Greenfield Exempted Village Schools 2011 Plan are made based entire and solely on Explanation Of Benefit forms processed and returned by the insurance carrier whenever you or your providers submit claims under the employer's health plan. Therefore, only insurance carrier EOB's serve to file a claim under Greenfield Exempted Village Schools 2011. See Summary Plan Description Answer 6 and Plan Document Article IV for more details.
- 6. How will benefits be paid to you?** The employer will reimburse you by check at such reasonable times as it chooses. However, the employer, in its sole discretion, may pay medical expenses directly to the provider rather than issue a check to you.
- 7. What if your claim for benefits is denied?** If your claim is denied by the employer, you have the right to appeal the denial in accordance with the Summary Plan Description Answer 9 and the procedures noted in Article VII of the Plan.

This is an overview of the actual Medical Expense Reimbursement Plan adopted by Greenfield Exempted Village Schools 2011. We recommend that you review the Summary Plan Description and the terms of the Plan. If you have any questions, please contact your employer's Plan Administrator.

**CLAIM INFORMATION
 COVERAGE VERIFICATION**

Healthcare Provider: for verification of HRA105 deductible amount and coverage, please call WesBanco Insurance Agency1 888 556 2900

- **Submit your completed medical claim to the medical insurance carrier: Medical Mutual**

Note: Review Medical Mutual ID card for Admissions, Pre-certification & Utilization Review.

The signatures appearing on Page 51 are applicable to the following memorandum of understanding.

APPENDIX E

IMPROVING COMMUNICATIONS

The Greenfield Exempted Village Board of Education, hereinafter "Board", and the Greenfield Exempted Village Education Association, hereinafter "Association", have during the course of negotiations discussed and reached agreement on efforts to improve communications between the parties. The agreements and understandings of the parties with respect to improving communications are as follows:

1. The Board shall place on the agenda of its regularly scheduled meetings a permanent spot for the Association to briefly address the Board, if the Association so chooses.
2. The Association President may pick up a board meeting agenda and board packet at the Superintendent's office any time after those materials are given to the members of the Board.
3. The Association President may pick up a copy of the approved Board minutes two working days after they have been approved.
4. The Association shall place on its agenda for its regularly scheduled Executive Committee meetings a permanent spot for the Superintendent or designee to briefly address the Association, if the Superintendent so chooses.

The parties agree that the agreements set forth in this memorandum shall not be the subject of any grievance, unfair labor practice charge or similar procedure or process.