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STATE EMPLOYMENT
RELATIONS BOARD

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12-MED-05-0531

PROFESSIONAL NEGOTIATED AGREEMENT

BETWEEN THE

EVERGREEN LOCAL BOARD OF EDUCATION

AND THE

EVERGREEN EDUCATION ASSOCIATION

2012 - 2015

Ratified 8/ 13 /2012

66

TABLE OF CONTENTS

ARTICLE		PAGE
I.	RECOGNITION	1
II.	DEFINITIONS	1
III.	MANAGEMENT RIGHTS	1
IV.	NEGOTIATIONS PROCEDURES	2
V.	AGREEMENT AND PROVISIONS CONTRARY TO LAW	2
	A. Agreement.....	2
	B. Provisions Contrary to Law.....	2
VI.	NO STRIKE - NO LOCKOUT.....	2
VII.	DISTRIBUTION	2
VIII.	TEACHER'S ROLE IN MATTERS OF STUDENT CONCERNS.....	3
IX.	TEACHER HOURS AND TEACHING LOAD	3
X.	PERSONNEL RECORD	5
XI.	EVALUATION PROCEDURE	6
	A. Staff Evaluation	6
	B. Plan for Staff Evaluation	7
	C. Evaluator	7
	D. Criteria.....	7
	E. Evaluation Procedures	7
	F. Frequency of Observation	8
	G. Time Line.....	8
XII.	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	8
XIII.	TEACHING POSITIONS OUTSIDE NORMAL K-12 PROGRAM	9
XIV.	VACANCIES AND TRANSFERS.....	9
	A. Definitions.....	9
	B. Assignment and Transfer Initiated by the Superintendent.....	10

	C. Reassignment	10
	D. Transfer	10
XV.	EDUCATIONAL SERVICE PERSONNEL	12
XVI.	CLASS SIZE	13
XVII.	INSTRUCTIONAL MATERIALS AND SUPPLIES	13
XVIII.	NON-INSTRUCTIONAL DUTIES	14
XIX.	SUBSTITUTE TEACHERS	14
XX.	ORGANIZATIONAL PRIVILEGES	15
XXI.	LEAVES OF ABSENCE	18
	A. Sick Leave	18
	B. Long Term Illness/Disability	19
	C. Maternity/Paternity or Adoption	19
	D. Adoption Leave	20
	E. Personal Leave Days	20
	F. Emergency Leave Days	21
	G. Long-Term Unpaid Leave	21
	H. Professional Leave	21
	I. Jury, Witness, and/or SERB Appearances	22
	J. Military Leave	22
	K. Assault Leave	22
	L. Association Business Leave	23
	M. Family Medical Leave Act	23
XXII.	WORKERS COMPENSATION	24
XXIII.	GRIEVANCE PROCEDURE	24
XXIV.	FAIR DISMISSAL & COMPLAINT PROCEDURE	26
XXV.	INSURANCE	27
XXVI.	A. COMPENSATION	28
XXVII.	SUPPLEMENTARY PAY SCHEDULE	29
XXVIII.	SALARY PAYMENT	31
	SALARY INDEX	32

XXIX.	SALARY SCHEDULES.....	33
XXX.	PAY FOR FURTHER TRAINING.....	36
XXXI.	SUMMER CURRICULAR ACTIVITIES.....	37
XXXII.	GENERAL.....	37
XXXIII.	REDUCTION AND RESTORATION OF CERTIFIED STAFF.....	38
XXXIV.	SEVERANCE PAY.....	41
XXXV.	STRS PICK-UP.....	41
XXXVI.	EARLY RETIREMENT INCENTIVE PROGRAM.....	42
XXXVII.	SCREENING COMMITTEE FOR AN ADMINISTRATOR.....	43
XXXVIII.	TOBACCO USE.....	44
XXXIX.	CONCLUSIVENESS OF AGREEMENT.....	44
XL.	CONTRACTS.....	44
	A. Limited Contracts.....	44
	B. Continuing Contracts.....	45
XLI.	SPECIAL NEEDS STUDENTS.....	45
XLII.	RESIDENT EDUCATOR PROGRAM.....	46
XLIII.	MASTER TEACHER REVIEW COMMITTEE.....	46
XLIV.	HIRING RETIREES.....	46
XLV.	EFFECTIVE DATE.....	47
XLVI.	DEVELOPMENT OF TEACHER EVALUATION PROCESS & FORMS.....	48
	Teacher Performance Appraisal Forms.....	49
APPENDIX A		
	Grievance Report Form.....	55
APPENDIX B		
	Application for Further Training.....	56
APPENDIX C		
	Request for Reimbursement.....	57

APPENDIX D	
Teacher Substitute Reminder	58
APPENDIX E	
Undergraduate Application for Masters Level Equivalency.....	59
APPENDIX F	
Continuing Contract Eligibility	60
CERTIFICATE	61

ARTICLE I. RECOGNITION

The Board of Education of the Evergreen Local School District recognizes the Evergreen Education Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent for all full and part-time certificated teaching employees, excluding the Superintendent, Principals, Assistant Principals, other Administrators and Supervisors, Summer School Teachers (other than regularly employed day school teachers), Night School Teachers, Tutors who may be employed by the hour, Substitute Teachers, and Adult Education Teachers for the purposes of negotiating wages, hours, terms and conditions of employment and other matters of mutual agreement.

ARTICLE II. DEFINITIONS

- A. The term "Board" as used in this agreement shall mean the Evergreen Local Board of Education.
- B. The term "Association" as used in this agreement shall mean the Evergreen Education Association (EEA) affiliated with the Ohio Education Association and the National Education Association.
- C. The term "Teacher" as used in this agreement shall refer to all professional employees represented by the Association in the negotiating unit as defined in the section on Recognition.
- D. The term "Superintendent" as used in this agreement shall mean the Local Superintendent of the Evergreen Local School District.
- E. The term "Professional Negotiations" as used in this agreement shall mean the conferring, discussion, and negotiating in good faith by the Board and the Association in an effort to reach agreement on matters of concern to the Board and the Association.
- F. The term "Good Faith" as used in this agreement shall mean coming to the negotiating table with intentions of negotiating and not of pursuing preconceived opinions. Good faith requires the Board and Association to be willing to react to each other's proposals and to recognize negotiations as a shared process. If a proposal is unacceptable to one of the parties, that party is obliged to give its reasons and offer counter proposals.

ARTICLE III. MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States including the rights specified in 4117.08 (C) of the Ohio Revised Code, subject to the specific terms of this agreement. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain employees in positions, suspend, demote, discharge, remove or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or other legitimate reasons, to determine the methods, means, employees or persons by which Board operations

shall be conducted, to direct the schedule, shift, and location of the work of employees so that the Board may operate in the most efficient manner, subject only to the specific terms of this agreement. All management rights are retained by the Board, including the sole and exclusive right to manage its operation, buildings, and facilities and to direct the work force including the rights specified in 4117.08 (C) of the Ohio Revised Code, subject to the specific terms of this agreement.

ARTICLE IV. NEGOTIATIONS PROCEDURES

Negotiations will be governed by the provisions provided in Chapter 4117 of the Ohio Revised Code.

ARTICLE V. AGREEMENT AND PROVISIONS CONTRARY TO LAW

A. Agreement

When tentative agreement has been reached, the outcome shall be reduced to writing and recommended by the teams to the Association membership for approval. Following approval by the Association, the tentative agreement shall be recommended by the teams to the Board which shall act upon the recommendations at a special meeting, or at its next regular meeting. Approved agreements shall be signed by the parties and shall become part of the official minutes of the Board.

B. Provisions Contrary to Law

If any sections of this Agreement or any addenda thereto should be held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections or addenda should be restrained by such tribunal, the remainder of this Agreement and addenda thereto shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid section(s).

ARTICLE VI. NO STRIKE - NO LOCKOUT

There shall be no strike or lockout during the term of this agreement or any extension thereof; and the provisions against a strike or lockout in 4117 ORC shall be part of this agreement.

ARTICLE VII. DISTRIBUTION

When an agreement, master contract, has been ratified by the Association and the Board, each member of the bargaining unit will receive from the Evergreen Education Association President an electronic pdf copy of the Agreement.

ARTICLE VIII. TEACHER'S ROLE IN MATTERS OF STUDENT CONCERNS

- A. A procedure for discipline of students will be developed in each building under the leadership of the building principal and considering input from the certified staff. Such procedure shall include the development of any forms necessary to insure good communications between the staff and the principal on matters of discipline.

ARTICLE IX. TEACHER HOURS AND TEACHING LOAD

The following conditions will prevail with regard to teacher hours and teaching load:

- A. Teachers in the Evergreen Local School District shall have a seven (7) hour, fifteen (15) minute workday which begins 15 minutes prior to the beginning of the student day. Teachers may come earlier or stay later, if they so desire. Prior to the beginning of school, each teacher shall be informed of the beginning and ending times of the student day. The established beginning and ending time of the student day may vary due to a 3 hour calamity delay that would require extending the school day by 1 hour.
- B. The work year of teachers employed in the Evergreen Local School District, other than those employed on extended year contracts, will not exceed one hundred eighty-five (185) days. The work year will include days when students are in attendance and five (5) days as follows:

- 1. Two (2) days at the start of the year, to be scheduled as follows:
 - a. The first day will include scheduled meetings as needed with 2 hours of room preparation.
 - b. The second day shall be a teacher preparation day (no meetings).
- 2. Two workdays to be scheduled as follows:
 - a. One (1) work day at the end of the first semester for grades-K – 12.
 - b. One (1) day at the end of the school year.
- 3. Conference Days.

Two days shall be designated as conference days. One day shall be the Wednesday before Thanksgiving off as a conference "reimbursement" day with two 3.5-hour evening conference periods to replace the one day. One additional day shall be similarly scheduled by the calendar committee to be a "reimbursement" day for two evening conference periods of 3.5 hours each. The additional 15 minutes shall be considered travel time in order to compensate for the 7 hr. 15 min. day.

4. Professional Development

- a. There shall be one in-service day as determined by the calendar committee. This day for both 6-12 and K-5 shall be coordinated with the differing teacher preparation day. In- service days will be utilized for staff development including, but not limited to

grade level/ department meetings, curriculum alignment, collaborative efforts directly related to the district Continuous Improvement Plan. An evaluation form will be distributed at each in-service in order that the in-service can be rated as to the appropriateness for the staff attending. Specialists and staff may request the day to be spent observing a similar classroom in another system in their certification/licensure field.

- b. Two-hour late starts for district wide building initiatives will be planned to facilitate building and team meetings.
 5. The school calendar will be developed by the Administration and Evergreen Education Association with the Board making the final approval. A calendar committee shall consist of teachers and administrators with a teacher appointed by the Association from each building with a like number of administrators designated by the Superintendent. This committee shall create and recommend a calendar to the Board.
 6. Student programs from time to time are extensions of the academic program. Teachers may be required to attend programs not to exceed a total of two (2) hours as assigned by the evaluating principal as part of their professional obligations.
- C. Teachers may be required to attend faculty meetings. Said meetings shall last no more than a total of fifteen (15) hours during any school year.
1. After school meetings will begin no later than fifteen (15) minutes after student dismissal.
 2. Multiple building meetings will begin no later than thirty (30) minutes after student dismissal.
 3. When a teacher is assigned to more than one building, the evaluating principal will decide the meetings such teacher will attend, not to exceed the total fifteen (15) hours.
 4. Building principals will provide the building staff with the opportunity to place items on building meeting agendas.
 5. Teachers shall be given at least one week's written notice of any faculty or professional meeting.
 6. Teachers who miss a scheduled meeting may be required to make up the content missed.
- D. Attendance at all meetings other than those scheduled during the regular work day, the 15 hours referred to in C. above, and regular work year will be at the option of the individual teacher.
- E. The Evergreen Board of Education will allow classroom teachers at least 200 minutes per week in blocks of no less than thirty (30) minutes each day for instructional planning, evaluation, and conferences, in addition to their 30 minute uninterrupted lunch period. The high school and middle school teachers shall have 40 consecutive minutes of planning per

day. Professional staff members will not be assigned other duties during this time. Every effort will be made to schedule this time during the student day.

It is agreed and acknowledged that during days when school is canceled, there is a holiday or break period, and/or school is on a delayed start or an early release, teachers may not receive the planning time required by this provision.

If a teacher is required to work on a make-up day, but previously received pay for that day, the teacher will not receive additional compensation for working the make-up day.

- F. Teachers shall be paid the appropriate rate of pay for all days or part of a day when the schools are closed due to an epidemic, hazardous weather conditions, damages to a building, temporary circumstances due to a utility failure rendering the school building unfit for use, or other public calamity.

In no case will the number of days paid exceed the number of contractual days.

If required to work on a calamity day, an employee shall be paid straight time for all hours worked in addition to their regular pay for the day.

ARTICLE X. PERSONNEL RECORD

- A. All personnel records will be filed in the Superintendent's Office on a current basis. To the extent permitted by law, each file may contain: 1) application for employment, including references; 2) copy of latest contract, properly signed; 3) copy of latest salary notice; 4) Ohio teacher certificate/license; 5) personal and professional data form; 6) transcript of college credits showing the official record of the degree granted, original or certified copy; 7) record of military service, if any; and 8) other documentation which can legally be retained in one's file.
- B. Personnel records will be maintained in accordance with the Ohio Public Records law. To the extent permitted by law, each file will contain a record indicating who has reviewed it, the date reviewed, and the reason for such review. Central Office personnel are excluded from this requirement.
- C. Upon request, a teacher will be permitted to review his/her personnel file during the regular business hours of the administrative offices. For each request over five (5) in any given day, the time sequence will be delayed at the rate of two (2) days per five (5) requests. The Superintendent will set up an appointment within two (2) days. At the direction of the Superintendent, information gathered prior to employment of the teacher will be removed from the file. The review of the file will be in the presence of the Superintendent or his designated representative. No material will be removed from said file by the teacher. Upon request, copies of any material contained in the file will be provided said teacher upon payment of the reasonable cost of reproducing such copies.
- D. Official grievances filed by any teacher under the grievance procedure as outlined in this Contract will not be placed in the personnel file of the teacher. Such grievance(s) may become a part of another file housed in the Office of the Superintendent. To the extent

permitted by law, such file will contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

- E. A professional staff member will be notified of the intent of the administration to place in his/her personnel file any material which may be considered critical or complimentary of the conduct, performance, character or personality of the professional staff member and will be provided the opportunity to read any such material prior to its being placed in such personnel file. The professional staff member will acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The material to be filed will provide the following two (2) designations for the member's signature: 1) I acknowledge and agree, and 2) I acknowledge and disagree. The professional staff member will also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the building principal, who will affix his/her signature thereto, acknowledging that the building principal has read the reply. Such signature will not indicate agreement by the principal with the content of the reply.
- F. Teachers can have a representative accompany them when reviewing their individual personnel files provided that a signed release is provided to the Superintendent or his designee.
- G. Records kept at the building level are subject to the same provisions as official personnel files.
- H. Health and medical records shall not be open to the public.

ARTICLE XI. EVALUATION PROCEDURE

For the 2012-2013 school year, the terms and conditions of the evaluation procedure set forth in Article XI shall be utilized. During the 2012-2013 school year, the Board of Education and the Evergreen Education Association shall develop and implement evaluation forms and procedures as required by the scope of work for the Race to the Top application or Ohio Revised Code section 3319.111 and 3319.112, whichever is applicable. Upon the enactment of the evaluation procedure, that procedure shall be included in the collective bargaining agreement by the parties. Any claims regarding a violation of that newly enacted evaluation procedure that is contained in the Agreement, as well as the requirements prescribed by the Ohio Revised Code sections 3319.111, 3319.112, and 3319.11, shall be subject to the grievance procedure contained in this Agreement, and shall not be subject to any of the statutory remedies prescribed by Ohio Revised Code.

A. Staff Evaluation

The Board and the Association recognize that the kind and quality of education program and school environment experienced by the school children in this district depend, to a large degree, upon the performance of the teaching personnel. The Board and Association believe that regular evaluation of these important contributors to our children's education and personal growth is both desirable and necessary.

B. Plan for Staff Evaluation

Evaluation of teaching service should serve the following purposes:

1. To provide opportunities for self analysis and self development so that the individual staff member may develop his/her professional skills and performance.
2. To provide an opportunity for the evaluator to analyze the strengths and weaknesses of the staff member and to use the knowledge to provide assistance when needed for professional growth.

C. Evaluator

1. The evaluation and observations will be conducted by the building principal.
2. Teachers assigned to more than one building shall be evaluated by only one administrator. By September 30 of each school year, each traveling teacher will be notified by the Superintendent or his/her designee, of the administrator assigned to conduct his/her evaluation.

D. Criteria

The criteria for evaluation will be the major topics contained in the Evergreen Local Schools Teacher Performance Appraisal Record which is attached in this contract.

E. Evaluation Procedures

1. The evaluation of a teacher's performance will be based upon formal and/or informal observations.
2. Formal observation includes: at least one week's written notice (time and date) of the observations, the observations, and the post-conference which will be held within two (2) weeks of observations.
3. Informal observation(s), by definition: any observation which is not pre-planned, may be conducted at the discretion of the evaluator. If written comments are made, a copy will be given to the teacher and a post-conference will be held. A post-conference will be held within two (2) weeks of observation.
4. Evaluation - Each evaluation of a limited contract teacher shall include at least two (2) thirty minute observations.

The post observation conference shall include a written evaluative report that includes specific recommendations for necessary improvements in job performance and the means by which the teacher may obtain assistance in making such improvements.

F. Frequency of Observation

1. A teacher employed under a limited contract shall receive at least two evaluations in the year the limited contract expires. One evaluation will take place on or before December 10 with the teacher receiving a written report of the evaluation no later than December 20. Another evaluation must be conducted between January 1 and April 1 with the teacher receiving a written report no later than April 10.
2. Teachers employed under a continuing contract may be evaluated once a year. Up to two (2) additional formal evaluations may be necessary if needs improvement or unsatisfactory ratings are noted. Any additional evaluation(s) shall be completed by the end of April.

G. Time Line

Formal observations and the Teacher Performance Appraisal Records will be completed by the end of the third nine weeks for all continuing staff members. A copy of all evaluation forms will be forwarded to the personnel office.

- H. If a teacher is out on paid or unpaid leave of absence and said absence(s) prohibit the building administrator from performing the evaluations required by this section, the Board of Education shall be excused from performing those evaluations.

The provisions of this article are intended to supersede Ohio Revised Code 3319.111 and any evaluation requirements set forth in Ohio Revised Code 3319.11.

ARTICLE XII. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The LPDC shall consist of at least three classroom teachers employed by the district, one principal employed by the district, and one other employee of the district appointed by the superintendent.
1. Teacher members shall be selected by the classroom teachers of the district.
 2. The principal will be elected by the majority vote of the principals employed by the district.
 3. Initial terms of the committee will be for a period of two years.
 4. Any member appointed to fill a vacancy shall hold office until the end of that term.
 5. No release time shall be granted for the work of the committee, but Professional days may be requested. Committee members will be paid \$25.00 (twenty-five dollars) per hour for a maximum of eight (8) hours per year. The LPDC chairperson will approve hours to be paid to committee members.

- B. The purpose of the committee is to review the coursework and other professional development activities completed by educators within the district for renewal of certificates or licenses.

ARTICLE XIII. TEACHING POSITIONS OUTSIDE NORMAL K-12 PROGRAM

- A. Vacancies for teaching positions in Evergreen school programs other than the traditional Kindergarten through Grade 12 academic program shall be posted when final approval of the programs have been received from their respective governing bodies.
- B. Teaching vacancies and vacancies in supplemental positions will be posted for one week from the time the director of the respective program notifies all qualified staff members of said vacancies. No positions shall be filled within that one-week period. Notification of staff will be by email.
- C. Evergreen teachers wishing to apply for any of the posted positions shall notify the respective program director within the one-week period, and complete a written application for the position within seven days of the notification. Every effort shall be made to give current employees preference over outside applicants.

ARTICLE XIV. VACANCIES AND TRANSFERS

A. Definitions

ASSIGNMENT -- Denotes assigned teaching area and/or subject and/or grade level.

REASSIGNMENT -- An instructional change in assignment from grade level to grade level, department to department or within a department by building principal.

TRANSFER -- A school building change.

1. **VOLUNTARY** -- A teacher requested building change.
2. **INVOLUNTARY** -- A transfer of a teacher to a different building because of redistricting, declining enrollment, changes in curriculum, return of a teacher from leave, changes in location of program or classes, or building closure.

VACANCY -- A newly created certificated/licensed staff position or an existing position that is open.

SENIORITY -- The number of continuous years of service in the district as a teacher including approved leaves of absence.

QUALIFICATIONS -- Training, specialized experience and certification/licensure.

POSTING -- The listing of all vacancies that is sent to each school.

B. Assignment and Transfer Initiated by the Superintendent

1. The local superintendent is responsible for the assignment of staff.
2. Should the Superintendent desire to transfer a teacher, a conference will be held with the teacher prior to the implementation of the transfer. At this conference the teacher will be given reason(s) for said transfer. The teacher may have a representative of their choice present at such conference. Upon request by the teacher, these reasons will be placed in writing and given to the teacher. Failure to receive written reasons upon request shall be grievable. Notice to the EEA of a transfer change by the Superintendent will be made in writing.

C. Reassignment

1. Should the principal desire to reassign a teacher, a conference will be held with the teacher prior to the implementation of the reassignment. At this conference the teacher will be given reason(s) for the reassignment. Upon request by the teacher, these reasons will be placed in writing and given to the teacher.
2. The teacher may have a representative of their choice present at said conference. Reassignments by the principal will be made in writing no later than July 1.
3. Procedure for reassignment:
 - a. The staff will be informed of proposed changes and available positions in the building or departments for the next school year.
 - b. Interested staff members will have one week to apply in writing for this position.
 - c. The position will be filled on the basis of qualifications.
 - d. Should additional positions become open as a result of this process, the process will begin again at Step a.
4. Procedure for reassignment during the summer:

It shall be the responsibility of the teacher to notify the Superintendent in writing indicating his/her desire to be reassigned.
5. No vacancy will exist for posting until reassignments have taken place.

D. Transfer

1. Voluntary
 - a. Definition - a teacher requested building change.
 - b. The procedure for a teacher to initiate a voluntary transfer will be a written request to the Superintendent applying for a specific vacancy in another building or

asking to be notified of, and considered for, any vacancy for which the applicant is certified. All transfer requests will be void at the beginning of each school year.

c. Procedures for initiating voluntary transfers and filling vacancies:

- 1) The Superintendent will notify all members of the certificated/licensed staff of all the certified vacancies that occur by letter or memo in paycheck.
- 2) Staff members will have one week to apply for an existing vacancy after the date of the notice. Applications for the vacancy are to be made in writing to the Superintendent.
- 3) Requests for transfer can be made at any time.
- 4) Vacancies that occur during the school year will be filled on a temporary basis and shall be posted as vacant at the end of that school year.
- 5) Letters requesting voluntary transfers will be considered before any vacancy is filled.
- 6) The Superintendent and the administrators of the sending and receiving buildings involved in any transfer will review the transfer application and a final decision will be reached after they have conferred with the Superintendent. Notification will be made to the requesting parties concerning the disposition of the vacancy.
- 7) The following criteria will be used regarding certificated/licensed request for transfer:
 - a. Qualifications of the applicant for the particular vacancy:
 1. Qualifications may include, but not be limited to grade level/subject experience, teaching style, ability to collaborate with team members/administration, ability to support building/program philosophy.
 2. Support of building principal.
 - b. When the qualifications of more than one applicant are relatively equal, the order of priority in filling the vacancy will be the applicant with the greatest seniority in the system.
- 8) If a teacher's request for transfer has been denied, he/she will, upon request, receive written reasons for the denial.
- 9) A voluntary transfer cannot cause a layoff.

2. Involuntary
 - a. Definition - a transfer of a teacher, other than under section B, to a different building because of redistricting, declining enrollment, changes in curriculum, return of a teacher from leave, changes in location of program or classes, or building closure.
 - b. Procedures to be followed for involuntary transfer:
 - 1) No vacancy will be filled by means of an involuntary transfer if there is another qualified staff member willing to fill said position.
 - 2) Notice of an involuntary transfer will be given to teachers as soon as possible and no later than July 15, except in cases of emergency.
 - 3) An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified in writing of the reason(s). The teacher may at his/her option, have a representative of the EEA present at such meeting.
 - 4) The staff member in the affected building or department with the least district seniority will be transferred/reassigned to a vacancy for which he/she is certified.
 - 5) If no vacancy exists for which the person is certified, then he/she will be transferred to the position of the least senior staff member in the district who holds that position for which the staff member is certified.
 - 6) Placement of a staff member being involuntarily transferred will be done on the basis of seniority.
3. Building Closing Procedures:
 - a. Reassignment procedures will be suspended.
 - b. In order for teachers in the closed buildings to be considered voluntary transfers they must have a letter on file requesting a voluntary transfer.
 - c. Involuntary transfer procedures will be followed.
4. In unique or unusual situations involving assignment and transfer the Superintendent and the Association President will meet to discuss the implementation of the contract language for that particular situation.

ARTICLE XV. EDUCATIONAL SERVICE PERSONNEL

The Evergreen Board of Education recognizes, as does the Ohio General Assembly, that an adequate number of competent service personnel are essential to the operation of an effective educational program. The Board of Education shall employ educational service personnel in

accordance with the Operating Standards set forth in Ohio Administrative Code section 3301-35-05 (A)(4). The Evergreen Local Board of Education may meet the educational service personnel requirements by employing full-time or part-time staff or by contracting with other agencies and/or boards of education for necessary services.

ARTICLE XVI. CLASS SIZE

- A. The Board will comply with the Section 3301-35-05(A)(3) of the State minimum standards on class size.
 - 1. The ratio of teachers to pupils on a district wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils.
 - 2. When K-6 class size reaches thirty (30), or above, the teacher will be provided the services of an aide/assistant for three (3) hours per day. A special needs (ie, SLD, CD MH or MD, or ED, or equivalent category by current law) student who is in the classroom at least half of the time shall be counted as two (2) for this purpose. Students with other classifications such as AU may be included in this standard on a case by case basis.
 - 3. Middle school and high school regular classes and art classes shall have a maximum of thirty (30) students except for band and chorus. When classes exceed 30 students, an aide/assistant will be assigned except for band and chorus.
 - 4. The teacher student ratio in study hall may not exceed 1 to 50.

ARTICLE XVII. INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Evergreen Board of Education agrees that instructional materials and supplies are essential to the effective and efficient operation of the Evergreen Schools. The fiscal responsibility for, and purchase of, instructional materials and supplies shall rest with the Superintendent of Schools or his designee(s).
- B. The following procedure shall be used for the purchase of instructional materials and supplies.
 - 1. After adoption of the budget resolution, principals will be notified of their building budget for instructional materials and supplies.
 - 2. After receipt of the building budgets, principals will work cooperatively with their respective staffs in developing department and/or grade level allocations.
 - 3. Purchase requisitions will be made available to teachers before the end of the school year for the ordering of approved items for the next school year.
 - 4. All purchasing is subject to the confines of the budget. No employee is authorized to make purchases and bill them to the Board of Education without prior approval of the building principal, Superintendent, and a purchase order number from the Treasurer.

ARTICLE XVIII. NON-INSTRUCTIONAL DUTIES

- A. The Evergreen Board of Education recognizes that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. It is understood, however, that there are certain non-instructional duties required of every teacher, which are considered part of a teacher's regular duties. Teachers who have specific concerns about non-instructional duties which are assigned shall discuss the concerns with the building principal.
- B. Teachers are expected to practice good housekeeping within their classrooms, but are not expected to assume duties normally assigned to custodial personnel. Teachers who have specific concerns about where teaching duties end and custodial duties (cleaning) begin, shall discuss that concern with the building principal. It is the responsibility of all staff to practice energy conservation when and where possible.
- C. The Board shall reimburse teachers who drive their own automobile for approved school business, including but not limited to travel during the school day between buildings, at the rate of 30 cents per mile. Travel between buildings must be approved by the Principal/Superintendent. If a teacher is assigned to more than one building, such travel is considered approved. Mileage on the "way home" should not be submitted.
- D. Teachers will not be required to drive pupils to activities which take place away from the school building, but at the same time may pertain to classroom study.
- E. Teachers will not be assigned to recess duties.
- F. Teachers covering for an administrator will be compensated one hundred dollars (\$100.00) per day when the head teacher is absent
- G. Substitutes will be hired to grade off year proficiency/diagnostic tests. In-house substitution shall not be used. Teachers may be employed outside regular school hours at an hourly rate of \$25.00/hr.

ARTICLE XIX. SUBSTITUTE TEACHERS

- A. In the event of a regular teacher's absence, the administration shall make a reasonable effort to obtain a substitute. No teacher shall be required to cover for another teacher during their planning or lunch time, but may do so if requested by the building principal. In the event a teacher agrees to cover for another teacher, said teacher will be compensated at a rate of twenty-five dollars (\$25) per hour upon request for the lost planning and/or lunch time.
- B.
 - 1. Every effort will be made not to combine classes if a substitute cannot be found.
 - 2. When classrooms are combined,
 - a. Secondary teachers will be compensated under Section A above.

- b. Elementary teachers will receive substitute rate, in addition to a daily rate for the portion of the day, one-half (1/2) or full as appropriate.
- c. Elementary teachers will be compensated according to section A when planning or lunch time is lost.
- d. Such teachers shall log minutes on a timesheet and submit to the principal's office for approval. Once approved, timesheets will be submitted to payroll for payment. Minutes logged will be rounded to the nearest quarter hour.

ARTICLE XX. ORGANIZATIONAL PRIVILEGES

- A. The Evergreen Board of Education will, upon request, provide the Evergreen Education Association with the following documents or data which can be used by the Association to effectively and efficiently prepare intelligent, accurate, informed and constructive programs on behalf of teachers:
 - 1. Board of Education meeting agendas.
 - 2. Minutes of the Evergreen Board of Education meetings.
 - 3. Monthly Evergreen Board of Education financial statements.
 - 4. Annual appropriations for the Evergreen Local School District general operations.
 - 5. The Evergreen Board of Education annual budget.
 - 6. Appropriations reports.
 - 7. Certificate/license of estimated available resources.
 - 8. Grid of teacher experience and level.
 - 9. A copy of the 5-year forecast.
- B.
 - 1. The Evergreen Board of Education will grant the Evergreen Education Association permission to use Evergreen school buildings for meetings without cost.
 - 2. Staff utilizing district facilities for private lessons for profit will:
 - a. Have the activity approved by the building principal.
 - b. Reimburse district for materials, copies, phone calls, etc.
 - c. Not schedule lessons that conflict with other duties/obligations.
 - d. Staff providing lessons for profit are subject to the requirements and prohibitions set forth in the Ohio Educator Licensure Standards and Board Policy.
- C. May be responsible to pay a fee for facility rental, depending upon Board Policy.
- D. The Evergreen Education Association will be permitted by the Evergreen Board of Education to use the faculty lounge at Evergreen High School as a central location to store its documents and records. The faculty lounge shall contain a file cabinet to be used solely by

the Association to insure safe storage of documents and records. The Board or its designated representative shall not be responsible for the security and safety of such documents.

- E. The Evergreen Education Association will be permitted to use Evergreen duplicating equipment subject to reimbursement at cost. In addition, the Association shall be allowed to use the District's telephones for official business, but must reimburse the Board of Education for any toll calls made that were related to the business of the Association. These activities are to take place on the teacher's time, not district time (i.e. planning, supervision, time assigned before or after school).
- F. The Evergreen Education Association will be permitted to purchase expendable office supplies and other materials from the Evergreen Board of Education at the price paid by the Board of Education.
- G. A portion of one bulletin board of appropriate size in the faculty lounge of each Evergreen building will be available to the Evergreen Education Association for the purpose of displaying notices, circulars, and other such materials.
- H. The Evergreen Board of Education will supply the Evergreen Education Association with the names and addresses of all new teachers and all retiring teachers as soon as such information is available.
- I. Payroll Deduction of Fair Share Fee
 - 1. The employer shall deduct from the pay of employees who elect not to become or remain members of Evergreen Education Association a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
 - 2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Employer on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted and the employer agrees to promptly transmit all amounts deducted to the Association.
 - 3. Schedule of Fair Share Fee Deductions:
 - a. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for employees employed after December 31 until the second paycheck, which period shall be the required fair share fee probationary period of new employees.

b. Termination of Membership during the Membership Year

The employer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The employer shall accompany each such transmittal with a list of names of the employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

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

6. Entitlement to Rebate

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

7. Indemnification of Employer

The Association agrees to indemnify the employer for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The employer shall give the Association a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Association reserves the right to designate counsel to represent and defend the employer. However, this provision shall not prevent the employer from employing its own counsel (at its own expense) to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the employer as will create or foster a conflict of interests;
- c. The employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
- d. The employer shall permit the Association and/or its affiliates to intervene as a party;

- e. The employer shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae;
 - f. The Board must act in good-faith compliance with the fair share fee provision of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations herein.
- J. There will be no reprisals of any kind taken against any member of the Evergreen Education Association for their participation in Association activities.

ARTICLE XXI. LEAVES OF ABSENCE

A. Sick Leave

1. Professional staff members shall accrue sick leave at the rate of one and one-fourth (1-1/4) days for each calendar month of completed service. Sick leave is cumulative to a maximum of two hundred sixty five (265) days.
2. During each school year each professional staff member who has no accumulated sick leave shall be advanced a five-day sick leave allowance (up to fifteen days each school year). All advanced sick leave must be repaid before additional advances can be made. Any employee who severs employment with the district prior to repayment of advanced sick leave will be obligated to repay the district in the amount equal to the number of sick days owed times their present daily pay rate.
3. Sick Leave shall be defined according to the following guidelines:
 - a. Personal illness or injury of employee.
 - b. Death of a member of the immediate family, not to exceed ten (10) days. Immediate family is defined as wife, husband, father, mother, grandmother, grandfather, father-in-law, mother-in-law, brother, sister, son, daughter, grandchild, niece, nephew or a relative or anyone living in the household of the employee.
 - c. Absence to attend funeral of a close friend or family member other than the immediate family, not to exceed three (3) days.
 - d. Absence due to illness in the immediate family. After five (5) consecutive days have been used, verification of illness by a physician may be required by the Board.
4. Any teacher who does not use any sick days during the school year shall receive two hundred dollars (\$200). Any teacher who does not use more than one sick leave day during the school year shall receive one hundred dollars (\$100) (one or two half days will count as one day). This stipend shall be paid the 2nd pay in June pay of the contract year in which these conditions were met.
5. Any employee who is absent more than five (5) consecutive school days, or more than 10 days in a semester and whom the Board suspects is using sick leave for an

inappropriate purpose, and who applies the same on his/her sick leave, must, if requested by the Board of Education, present a doctor's statement to the treasurer of the Board of Education, indicating that absence was due to a physical necessity.

6. Absences for sick leave will be charged on a half-day basis.
7. Sick leave will not be deducted in the event of a calamity day as defined in Article IX, F.
8. Falsification of a sick leave statement is grounds for suspension or termination of employment under 3319.16 of the Ohio Revised Code.

B. Long Term Illness/Disability

A teacher or other certificated/licensed personnel of the Evergreen Local School District can be granted, upon written request, a one-year leave of absence where illness or other disability is the reason for the request. Said leave of absence may be renewed by the Board for an additional year upon written request of the employee.

This is in accordance with Section 3319.13 of the Ohio Revised Code.

C. Maternity/Paternity or Adoption

1. Accumulated sick leave:
 - a. Sick Leave can be used by a pregnant teacher before and/or after delivery, provided she is unable to work because of health reasons or medical appointments connected with pregnancy, delivery, or medical complications therefrom. Such leave, while under doctor's care, will be limited to a maximum of thirty work days (30) following delivery. If additional leave is necessary, for medical reasons for either the mother or the baby(ies) such leave must be certified by a physician.
 - b. Sick Leave cannot be taken while on Maternity Leave under Section 2 below.
2. An unpaid leave of absence shall be granted for maternity purposes to bargaining unit members of the school district.
 - a. Commencement: The bargaining unit member must notify the principal's office, in writing, if he/she wishes to take such leave, of the date he/she wishes to commence their leave of absence.
 - b. When a child is born to the wife of a male teacher or the wife encounters difficulties during the term of the pregnancy, he shall be granted paternity leave.
 - c. Duration: The leave shall be up to one (1) year from the date of commencement. If a bargaining unit member fails to notify the office of the Superintendent by April 1 of the year in which or for which the leave was granted, he/she shall be deemed to have given up his/her position and the obligation of the school district to provide a position for him/her will cease.

- d. Re-entry: If a teacher on maternity leave/paternity leave requests re-entry into the school system before one year has passed, she/he may return at the beginning of any given nine week period or a date mutually agreed upon by the teacher and the Superintendent.
- e. Return from Leave: Upon his/her return, the teacher shall be placed in the same or a similar position for which he/she is qualified (certified). All benefits shall be reinstated upon her return; however, he/she shall not advance an increment on the salary schedule unless he/she taught at least 120 days of the school year in which his/her leave commenced.

D. Adoption Leave

1. Adoption of a child shall constitute just reason to request an unpaid leave of absence.
2. After proper notification, leave will begin immediately after receipt of custody. Without proper notification, leave will not be granted.
3. Duration, re-entry and return from leave are to be the same as maternity leave.

E. Personal Leave Days

The Superintendent will approve, when requested by a professional staff member employed by the Evergreen Board of Education, personal leave according to the following procedure:

1. Members shall be allowed three (3) personal leave days without question. Personal leave shall not be used to extend a vacation period or holiday.
2. All requests for personal leave must be submitted to the appropriate administrator, at least two (2) days in advance of the school day on which the professional staff member desires to be off on personal leave, except in emergencies or extenuating circumstances. Only one (1) personal day may be used after April 30th, except for emergencies as defined in Letter F, a and b of this article.
3. Unpaid personal leave may be granted at the discretion of the Superintendent. If unpaid personal leave is granted the teacher's salary shall be reduced by 1/185 of the teacher's base salary/Board health premium for each day missed.
4. One-hundred percent (100%) of substitute teacher pay will be paid to each bargaining unit member for each unused personal day in a school year. This is to be paid the second pay in June of the current school year.
5. In lieu of payment for one unused personal day, members have the option of rolling one day over to the next school year. Available personal days may not exceed four days per school year. Personal day rollover form must be turned in on the last day of school, otherwise all unused personal days will be paid the second pay in June.
6. Personal days will not be deducted in the event of a calamity day.

F. Emergency Leave Days

Up to two (2) emergency leave days, without loss of pay, shall be granted by the Evergreen Board of Education for emergency leave of absence from normal professional duties once all accumulated Personal Leave Days have been used. Said leave will require an explanation, signed by the professional staff member giving reason or justification. Emergencies should be defined as follows:

- a. Accidents to members, or members of the professional staff member's family, i.e., father, mother, current and former spouse, child, grandmother, grandfather, father-in-law, mother-in-law, grandchild, niece, nephew, brother or sister.
- b. Disaster affecting professional staff member's family or family property. For the purpose of this provision, a "disaster" shall be defined as a "sudden, unexpected and unanticipated calamitous event which produces material damage, loss and distress". Examples of a disaster include, but are not limited to: a flood causing damage to the residence of the professional staff member, or a tornado causing damage to the residence of the professional staff member.
- c. Notification to the principal in case of disaster will be made as soon as possible

G. Long-Term Unpaid Leave

1. A bargaining unit member may, with the approval of the Superintendent, be granted an unpaid leave of absence. A written request stating the reason and duration of the leave must be submitted to the Superintendent no later than sixty (60) calendar days prior to the beginning of the desired leave. The maximum length of an unpaid leave shall be one year, and renewal of such leave shall be at the discretion of the Board of Education. If a unit member requests an early termination of the leave, the Board of Education shall have the option of approval or disapproval.
2. Upon return from an unpaid leave, the unit member shall resume the contract status which existed prior to such leave. If the unit member desires to continue insurance benefits during the unpaid leave of absence, the member must pay monthly in advance the full premium amount.

H. Professional Leave

1. Requests for professional leave shall be submitted, in writing, and shall specify the purpose and, whenever possible, anticipated costs, to the Superintendent at least two (2) weeks prior to the leave.
2. Professional meetings are defined as those conferences, conventions, school visitations, workshops, clinics, or other activities supported by building principal or LPDC. All professional leave must be approved by the Superintendent.

3. a. Reimbursement:
 - 1) Up to \$25.00 for meals per day when an overnight stay is required.
 - 2) Up to \$100.00 for room per day.
 - 3) Mileage at the rate of thirty cents (\$.30) per mile.
 - 4) Registration fees.
- b. Requisitions and purchase order procedures must be followed to receive reimbursement.
- c. Receipts of all expenditures must be presented to receive reimbursement.
4. In situations where Evergreen students are being recognized at district, state, or national level conventions, meetings, etc. or are competing at said levels, the Board shall pay the advisor's or supervisor's expenses as per Section 3 above. Where a staff member's attendance at a professional meeting is otherwise required by the Administration, the full cost of transportation, meals, lodging, registration, or any other expenses incurred as a direct result of such attendance will be paid by the Board.
5. Professional leave will not be deducted in the event of a calamity day.

I. Jury, Witness, and/or SERB Appearances

1. The professional staff member(s) who is summoned for jury duty or as a witness appearance during normal teaching hours, the employee shall turn over the court's check for the per diem allowance for jury duty to the Board of Education. The Board of Education will then pay the employee their regular daily rate as would normally be paid according to payroll procedures.
2. Teachers required to participate in proceedings of the State Employment Relations Board shall be compensated as required by administrative policies and procedures of SERB.

J. Military Leave

Military leave shall be granted in accordance with section 3319.14 of O.R.C. Upon return to service at the expiration of such leave, the employee shall resume the contract status which he/she held prior to such leave.

K. Assault Leave

1. An assault is an injury inflicted upon an employee as a result of performing work-related duties. Assault charges must be filed by the county prosecutor to qualify for assault leave. The superintendent may approve paid leave in special circumstances at his/her discretion.
2. An employee who suffers an illness or injury that is directly caused by a job-related assault, be it on or off the employer's premises, shall be granted assault leave for the length of the absence.

Such leave shall be with full pay and shall not be charged against sick or personal leave.

3. Such leave shall commence on the first day of absence and continue until the employee elects one of the following options:
 - a. The employee returns to work.
 - b. The employee begins to receive retirement/disability benefits under an Ohio State Retirement system.
 - c. The employee resigns.
4. Employees shall report immediately to their supervisors or principal all cases of assault suffered by them in connection with their employment.
5. The employee shall complete and sign the assault leave form to report his/her use of assault leave. Before assault leave can be approved, the teacher shall furnish to the superintendent a written, signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of the victims and witnesses and a description of the injuries sustained by each victim of the assault, if possible. If medical attention is required or sought, the teacher shall also furnish the superintendent a statement of the nature of the disability and its duration which has been signed by a licensed physician. The teacher will furnish this statement(s) within ten (10) working days of the assault. The superintendent may extend this reporting period in an emergency.
6. Employees will be reimbursed for damaged personal property up to \$250.00.

L. Association Business Leave

The Association shall be granted up to three (3) paid days per year for Association activities. Such leave may be used in one-half (1/2) day or full day increments.

M. Family Medical Leave Act

When a bargaining unit member receives an unpaid leave for maternity/paternity or medical reasons, the member will receive the benefits after completed reporting as required by the Federal Family and Medical Leave Act of 1993.

During the leave, for up to 12 weeks per rolling year, the board shall continue to pay the contribution it makes for a member on the active payroll to continue participation in their insurance programs, provided the member pays their portion of the premiums to the treasurer at least (5) days prior to the beginning of the month that is being covered. The FMLA year shall be a rolling year beginning with the first use of FMLA. An employee is not required to use paid days in lieu of FMLA.

ARTICLE XXII. WORKERS COMPENSATION

- A. All certified employees covered under this Agreement are protected under the State Workers Compensation Act of Ohio in case of injury or death incurred in the course of or arising out of their employment.
- B. An injury incurred while performing assigned responsibilities should be reported immediately to the teacher's building principal or other designated representative and an application shall be filed with the Bureau of Workers Compensation.

ARTICLE XXIII. GRIEVANCE PROCEDURE

Purpose

The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed according to the specified time limits unless said limits are extended by mutual written agreement of the parties.

Definitions

Grievance - A grievance is a complaint by a grievant alleging that the Board of Education and/or its agents violated, misinterpreted, and/or misapplied a written provision of the negotiated agreement entered into between the Board of Education and the Association.

Grievant - A grievant is any bargaining unit member, any group of bargaining unit members, or the Association. Where more than one teacher is a grievant, each shall sign the grievance form.

Days - A day, as used in the grievance procedure, is a scheduled school day during the school year and a non-holiday weekday during Summer break, when the administrative offices are open for the day.

Procedure

The parties acknowledge that it is usually more desirable for an employee and his immediate principal to resolve problems through free and informal communications. When requested, the EEA building representative or a member of the Professional Rights and Responsibilities Committee (PR&R) of the EEA shall assist in the resolution. However, should such informal process fail to satisfy the grievant, then the grievance may be processed as follows:

- Step 1.** Within twenty (20) days after the occurrence of the facts upon which it is based, the grievant shall present the grievance on the Grievance Report Form listing Article and Section of the Contract that the grievant alleges was violated to his/her Building Principal, who will arrange for a meeting to take place within five (5) days after its receipt. An Association representative may be present for this and any other meeting to resolve grievances. The Principal must provide the grievant and the Association with a written disposition of the grievance within five (5) days after the meetings.

- Step 2.** If the action taken at Step 1 does not resolve the grievance to the satisfaction of the grievant or grievants, then the grievance may be advanced to Step 2 by submitting the Grievance Report Form to the Superintendent within ten (10) days of having received the written disposition from the Principal at Step 1. All Association grievances shall be initiated at Step 2. The Superintendent shall arrange for, and preside at a meeting to take place within five (5) days after receipt of the grievance. The parties to the grievance may each have present for the meeting, any individuals or documents either deem necessary to present facts pertinent to the grievance. Upon conclusion of this meeting, the Superintendent has five (5) days to present his written disposition to the grievant, if other than the Association, and to the Association.
- Step 3.** If the action taken at Step 2 does not resolve the grievance to the satisfaction of both parties, then both parties may advance the grievance to Step 3 by submitting the Grievance Report Form to the Federal Mediation Conciliatory Service within ten (10) days of having received the written disposition from the Superintendent at Step 2. If the request is rejected by the FMCS, or if the mediation cannot take place in a timely manner, than either party may move the grievance to Step 4.
- Step 4.** If the Association is not satisfied with the disposition of the grievance at Step 3, it may submit the grievance to arbitration by written request to the Superintendent made within ten (10) days following the receipt of the disposition of the grievance at Step 3. An extension of five (5) days on this provision will be allowed upon written request by the Association to the Superintendent, providing such written request is submitted within the ten (10) day period as provided for above. The Association's request for arbitration shall be sent to the Superintendent and the American Arbitration Association by certified mail with return receipt requested or by hand delivery.

Within five (5) days following receipt by the Superintendent of the Association's request for arbitration, the Superintendent or his/her designated representative and the Association shall mutually petition the American Arbitration Association to provide a list of seven (7) names from which an arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the AAA. A second list of seven (7) names may be requested by either party. The toss of a coin shall determine who strikes first for the first arbitration to be conducted under this Agreement. The parties shall alternate first strike in successive arbitrations to be conducted under this Agreement.

Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application and he/she shall confine himself/herself to the issues submitted for arbitration.

The arbitrator shall hold the necessary hearing and issue the decision within thirty (30) days or such other time as may be mutually agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Administration, the Association, and the members of the bargaining unit.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue. Further, the arbitrator is prohibited from making any decision contrary to law.

General

- A. The fact that a teacher files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment, or promotion process, nor shall such fact be used in any recommendation for re-employment or recommendation for other employment, nor shall the teacher, the Association, or its officials be placed in jeopardy or be subject for reprisal or discrimination for having followed this grievance procedure.
- B. The time limits specified in this procedure may be extended by written agreement of the parties involved.
- C. The Board and the Association will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.
- D. Should the investigation or processing of any grievance require that an EEA member be excused from his regular duties or assignment for a scheduled hearing or meeting, he shall be excused without loss of pay or benefits.

ARTICLE XXIV. FAIR DISMISSAL & COMPLAINT PROCEDURE

- A. The fair dismissal procedure below shall be followed:
 - 1. The building principal will initiate the observance of the teacher in question.
 - 2. The building principal will conduct a conference with the observed teacher after each observation. If a record of the observation is written, then the observed teacher may request a copy.
 - 3. If the situation in question has not been corrected after the observations and conferences have been held, then a conference shall be held with the superintendent, principal, and teacher.
 - 4. When a conference is held with the Superintendent, and the situation warrants it, his directives for correcting the situation should be placed in writing and a copy given to the personnel involved.
 - 5. After a reasonable amount of time has elapsed, the principal and/or Superintendent will conduct a follow-up observation to insure positive action has been taken and the directives adhered to.
 - 6. If the action of the employee has not been positive and the directives not adhered to, the Superintendent will then initiate dismissal procedures.

7. Except in cases where marginal teaching performance leads to termination proceedings for incompetence or gross inefficiency, failure to follow the above procedures shall not be considered in a proceeding under ORC 3319.16.
8. This procedure does not cover reduction in force; nor does it cover non-renewals.

B. Complaints Against Professional Staff Members

1. Complaints against professional staff members shall be handled in a consistent manner. The substance of complaints perceived to be of a serious and/or persistent nature will be placed in writing by the immediate supervisor, and brought to the attention of the teacher within ten (10) working days.
2. Complaints against professional staff members shall be handled using the following procedure:
 - a. The immediate supervisor shall discuss the written complaint with the teacher.
 - b. If it is not resolved at Level A, the complaint and any discussion must be reduced to writing before proceeding any further. The complainant, teacher and administrator may meet to resolve any issue(s). If the issue(s) is not resolved, then a meeting will be scheduled with the Superintendent or his designee, unless the complainant does not wish to meet with one or all of these individuals.
 - c. If complaints are placed in a staff member's file, said member shall have the right to rebuttal.
 - d. The professional staff member shall have the right to an Association representative of his/her choosing at Level b and all subsequent steps of this procedure.

ARTICLE XXV. INSURANCE

- A. The Evergreen Board of Education shall contract to provide hospitalization insurance and major medical coverage for employees of the Evergreen Local School District. Coverage will be provided through the Northern Buckeye Health Plan (NBHP).
- B. Cost per qualified employee will be 10% of the monthly premium for the Traditional Family Plan with a cap of \$110 for the 2012-2013 contract year, \$120 for the 2013-2014 contract year, and \$130 for the 2014-2015 contract year. Cost per qualified employee will be 5% of the monthly premium for the Traditional Single Plan with a cap of \$50 per month throughout the term of this contract. The Board shall pay the balance of the premium. The Board will also pay 95% of the monthly family premium when both husband and wife are teachers employed by the Evergreen Board of Education.
- C. The employee will pay 10% of the cost of a High Deductible Family Health Plan (HDHP) and the Board will contribute \$1,500 annually into a Health Savings Account (HSA). The

employee will pay 5% of the cost of a High Deductible Single Health Plan (HDHP) and the Board will contribute \$600 annually into a Health Savings Account (HSA).

- D. The Evergreen Board of Education agrees to provide NBHP dental plan or its equivalent for each eligible certified employee, and to pay the full cost per employee.
- E. The Evergreen Board of Education agrees to provide NBHP vision plan or its equivalent for each eligible certified employee and to pay the full cost per employee.
- F. Part-time staff will be eligible for all NBHP insurance coverage at a cost prorated to their employment status.
- G. The Evergreen Board of Education shall purchase a \$40,000 group term life insurance policy for each eligible certified employee. The Evergreen Board of Education shall purchase a \$25,000 group term life insurance policy for each eligible certified part-time employee.
- H. The Board will provide the employees the opportunity to participate in a Section 125 Plan, if eligible. The Plan will enable employees to tax sheltered health related expenses not covered by the Board's coverage.

ARTICLE XXVI. COMPENSATION

A. Base 3/4 % increase the first year, 3/4 % the second the year, and 3/4 % for the third year.

B. Rating Bonus

The Board will pay each teacher a \$750.00 bonus in the first pay of the new school year following the school district receiving the "highest rating" on the School District Report Card.

C. FBI/BCI background checks

Teachers will be reimbursed the cost of necessary FBI/BCI background check to maintain licensure. This fee will be reimbursed at the current rate charged by the NWOESC.

D. Master Teacher Designation Bonus

A bonus of \$750.00 per year will be awarded to teachers receiving this designation.

ARTICLE XXVII. SUPPLEMENTARY PAY SCHEDULE

A. The Evergreen supplementary pay schedule will be indexed against the base Bachelor's for the duration of this Contract:

Teaching Experience	A	B	C	D	E	F	G
0-2	15.00	10.00	8.00	7.00	5.50	5.00	2.75
3-5	15.50	10.50	8.50	7.50	6.00	5.50	3.25
6-8	16.00	11.00	9.00	8.00	6.50	6.00	3.75
Above 8	16.50	11.50	9.50	8.50	7.00	6.50	4.25

B. Hourly rates for tutor, Saturday school suspension, and detention monitor will be twenty-five dollars (\$25.00) an hour for the duration of this contract.

C. Supplemental Experience for Non-Certificated/Non-Licensed Employees

Non-certified supplemental employees shall be placed on the Supplementary Pay Schedule according to their experience in that supplemental area. All non-certified/non-licensed/non-bargaining unit supplemental contracts will be paid via option b. ii of Article XXVIII.

A

Head Baseball
Head Football
Head Basketball
Head Wrestling
Band Director
Vocal Music
Head Volleyball
Weight Room Director
Head Softball
Middle School Athletic Director

B

JV Basketball
JV Volleyball
JV Baseball/Softball
Asst. Football
JV Wrestling
Cross Country
Head Track

C

9th Basketball
9th Asst. Football
Golf
Yearbook (Sr. High)
Varsity Asst. Coach
9th Grade Volleyball
Bowling

D

9th Baseball/Softball
7/8 Wrestling
7/8 Football
7/8 Basketball
7/8 Track
7/8 Volleyball
7/8 Cross Country
Vikettes
Summer Baseball/Softball
Asst. Marching Band
Sr. Hi. Ticket Manager
Musical Production Director
H.S. National Honor Society

E

Summer Open Gym Coordinator
Matmaids
7/8 Cheerleading
Play Director/Asst. Musical Director
H.S. Academic Challenge Advisor
Winter Cheerleading
Fall Cheerleading
Sr. High Student Council Advisor
Coordinator OM/DI
Senior Class Advisor
Intervention team
Prom Advisor
Mentor teacher

F

Sr. Hi. Newspaper
Foreign Language Club
Middle School Student Council Advisor
Head Teacher
S.A.D.D. Advisor
Pep Band
5/6 Basketball Coordinator
High School Junior Class Advisor
Web Page Editor
LPDC Chair

G

OM/DI Team Coach
9, 10 High School Class Advisors
6th Grade Outdoor Education
Middle School Yearbook
Elementary Yearbook
Middle School Newspaper
Curriculum Committee
Technology Team
Science Club
Elementary Student Council Advisor
Art Club
Majorette/Flag Corp Advisor
Peer Mediation Advisor
Middle School Honor Society
M.S. Academic Challenge
Elementary Music Director
H.S. Department Heads – Lang. Arts
Math
Science
Social Studies

ARTICLE XXVIII. SALARY PAYMENT

- A. Professional staff members employed by the Evergreen Board of Education will be paid annually in twenty-six (26) installments. Payment shall be received through electronic transfer. Payments will be distributed on the dates provided by the treasurer.
- B. The Evergreen Board of Education shall, upon request of 15 or more professional staff members, consider additional payroll deductions.
- C. Certified staff supplemental contracts will be paid as follows:
 - a. Full year supplemental positions (e.g. class advisors/academics, etc) will be spread-paid beginning with the first pay in September through the final pay of their teaching contract in August.
 - b. Seasonal or partial year supplemental contracts will be paid via one of two options:
 - i. Contract spread-paid from the beginning of the season or activity through the final pay of their teaching contract in August.
 - ii. One-half of the contract will be paid at mid-season, and the remaining half upon completion of the season.

For purposes of this calculation, the following dates would be used:

	<u>Beginning</u>	<u>Mid-Season</u>	<u>Final</u>
Fall Season	1 st pay/August	1 st pay/Sept.	1 st pay November
Winter Season	1 st pay/Nov.	2 nd pay/Dec.	1 st pay March
Spring Season	1 st pay/March	2 nd pay/April	1 st pay June
Summer Season	1 st pay June	1 st pay July	1 st pay August

- D. Salary notice will be sent to each member by August 1 each year.
- E. Before a teacher will be moved to a different pay column, he/she will need to request the move in writing to the Superintendent and include the necessary transcripts or other documentation to justify the move. Request of this nature must be made by August 15, each school year.
- F. Credit for salary schedule movement will be graduate level courses. Exceptions for undergraduate courses may be approved by the Superintendent if such courses are taken to attain Highly Qualified Teacher status or to achieve new or expanded areas of certification/licensure determined by the administration to be of immediate benefit to the District. Undergraduate technology courses with application to the teacher's area of assignment may be submitted for consideration and approval by the Superintendent. The Superintendent shall not refuse approval of undergraduate courses for arbitrary, capricious, or discriminatory reasons and shall notify the EEA President of the denial. Failure to notify the EEA President shall not result in the awarding for the credit. Application for consideration of undergraduate credit to be used for "master's level equivalency" must be submitted to the Superintendent using Appendix E, the "Undergraduate Application for Master's Level Equivalency" form.

SALARY INDEX

G. Salary Index

**EVERGREEN EDUCATION ASSOCIATION
SALARY INDEX – 2012-2015**

Step	B.A. index	B.A.+15 index	B.A.+30 index	BA+45 or MA index	M.A.+15 index	M.A.+30 index
0	1.0000	1.0164	1.0466	1.0950	1.1118	
1	1.0423	1.0598	1.0922	1.1434	1.1659	
2	1.0846	1.1032	1.1378	1.1918	1.2200	
3	1.1269	1.1466	1.1834	1.2402	1.2741	
4	1.1692	1.1900	1.2290	1.2886	1.3282	
5	1.2115	1.2334	1.2746	1.3370	1.3823	
6	1.2538	1.2768	1.3202	1.3854	1.4364	
7	1.2961	1.3202	1.3658	1.4338	1.4905	
8	1.3384	1.3636	1.4114	1.4822	1.5446	
9	1.3807	1.4070	1.4570	1.5306	1.5987	
10	1.4230	1.4504	1.5026	1.5790	1.6528	
11	1.4653	1.4938	1.5482	1.6274	1.7069	
12	1.5076	1.5372	1.5938	1.6758	1.7610	
13	1.5499	1.5806	1.6394	1.7242	1.8151	
14	1.5499	1.6240	1.6850	1.7726	1.8692	
15	1.5499	1.6674	1.7306	1.8210	1.9233	1.9550
16	1.5499	1.6674	1.7306	1.8694	1.9774	2.0050
18	1.5499	1.6674	1.7534	1.9376	2.0485	2.0990
20	1.5499	1.6674	1.7762	1.9618	2.0756	2.1490
22	1.5499	1.6674	1.7762	1.9739	2.0892	2.1990
25	1.5499	1.6674	1.7990	1.9860	2.1027	2.2490
27	1.5499	1.6674	1.7990	1.9860	2.1096	2.2990

ARTICLE XXIX. SALARY SCHEDULES

**EVERGREEN EDUCATION ASSOCIATION
2012-2013 SALARY SCHEDULE**

Step	BASE SALARY					
	B.A.	\$32,181	B.A. + 15 or 150 sem. hr.		B.A. + 45	
	B.A.	B.A.+30	or M.A.	M.A.+15	M.A.+30	
0	\$32,181	\$32,709	\$33,681	\$35,238	\$35,779	
1	\$33,542	\$34,105	\$35,148	\$36,796	\$37,520	
2	\$34,904	\$35,502	\$36,616	\$38,353	\$39,261	
3	\$36,265	\$36,899	\$38,083	\$39,911	\$41,002	
4	\$37,626	\$38,295	\$39,550	\$41,468	\$42,743	
5	\$38,987	\$39,692	\$41,018	\$43,026	\$44,484	
6	\$40,349	\$41,089	\$42,485	\$44,584	\$46,225	
7	\$41,710	\$42,485	\$43,953	\$46,141	\$47,966	
8	\$43,071	\$43,882	\$45,420	\$47,699	\$49,707	
9	\$44,432	\$45,279	\$46,888	\$49,256	\$51,448	
10	\$45,794	\$46,675	\$48,355	\$50,814	\$53,189	
11	\$47,155	\$48,072	\$49,823	\$52,371	\$54,930	
12	\$48,516	\$49,469	\$51,290	\$53,929	\$56,671	
13	\$49,877	\$50,865	\$52,758	\$55,486	\$58,412	
14	\$49,877	\$52,262	\$54,225	\$57,044	\$60,153	
15	\$49,877	\$53,659	\$55,692	\$58,602	\$61,894	\$62,914
16	\$49,877	\$53,659	\$55,692	\$60,159	\$63,635	\$64,523
18	\$49,877	\$53,659	\$56,426	\$62,354	\$65,923	\$67,548
20	\$49,877	\$53,659	\$57,160	\$63,133	\$66,795	\$69,157
22	\$49,877	\$53,659	\$57,160	\$63,522	\$67,233	\$70,766
25	\$49,877	\$53,659	\$57,894	\$63,911	\$67,667	\$72,375
27	\$49,877	\$53,659	\$57,894	\$63,911	\$67,889	\$73,984

BA = Bachelor's Degree

BA + 15 = BA plus 15 semester hours of graduate level coursework*

150 Sem. Hr. = 150 Semester Hours (or more) of undergraduate credit

BA + 30 = BA plus 30 semester hours of graduate level coursework*

BA + 45 = BA plus 45 semester hours of graduate level coursework*

MA = Master's Degree

MA + 15 = MA plus 15 semester hours of graduate level coursework*

MA + 30 = MA plus 30 semester hours of graduate level coursework*

* or other approved coursework as defined in Article XXVIII, (F).

**EVERGREEN EDUCATION ASSOCIATION
2013-2014 SALARY SCHEDULE**

Step	BASE SALARY		B.A. + 15 or 150 sem. hr.		B.A. + 45	
	B.A.	\$32,422	B.A.+30	or M.A.	M.A.+15	M.A.+30
0	\$32,422	\$32,954	\$33,933	\$35,502	\$36,047	
1	\$33,794	\$34,361	\$35,412	\$37,072	\$37,801	
2	\$35,165	\$35,768	\$36,890	\$38,641	\$39,555	
3	\$36,537	\$37,175	\$38,369	\$40,210	\$41,309	
4	\$37,908	\$38,583	\$39,847	\$41,779	\$43,063	
5	\$39,280	\$39,990	\$41,326	\$43,349	\$44,817	
6	\$40,651	\$41,397	\$42,804	\$44,918	\$46,571	
7	\$42,023	\$42,804	\$44,282	\$46,487	\$48,326	
8	\$43,394	\$44,211	\$45,761	\$48,056	\$50,080	
9	\$44,766	\$45,618	\$47,239	\$49,626	\$51,834	
10	\$46,137	\$47,025	\$48,718	\$51,195	\$53,588	
11	\$47,508	\$48,433	\$50,196	\$52,764	\$55,342	
12	\$48,880	\$49,840	\$51,675	\$54,333	\$57,096	
13	\$50,251	\$51,247	\$53,153	\$55,903	\$58,850	
14	\$50,251	\$52,654	\$54,632	\$57,472	\$60,604	
15	\$50,251	\$54,061	\$56,110	\$59,041	\$62,358	\$63,386
16	\$50,251	\$54,061	\$56,110	\$60,610	\$64,112	\$65,007
18	\$50,251	\$54,061	\$56,849	\$62,822	\$66,417	\$68,055
20	\$50,251	\$54,061	\$57,589	\$63,606	\$67,296	\$69,676
22	\$50,251	\$54,061	\$57,589	\$63,998	\$67,737	\$71,297
25	\$50,251	\$54,061	\$58,328	\$64,391	\$68,174	\$72,918
27	\$50,251	\$54,061	\$58,328	\$64,391	\$68,398	\$74,539

BA = Bachelor's Degree

BA + 15 = BA plus 15 semester hours of graduate level coursework*

150 Sem. Hr. = 150 Semester Hours (or more) of undergraduate credit

BA + 30 = BA plus 30 semester hours of graduate level coursework*

BA + 45 = BA plus 45 semester hours of graduate level coursework*

MA = Master's Degree

MA + 15 = MA plus 15 semester hours of graduate level coursework*

MA + 30 = MA plus 30 semester hours of graduate level coursework*

* or other approved coursework as defined in Article XXVIII, (F).

**EVERGREEN EDUCATION ASSOCIATION
2014-2015 SALARY SCHEDULE**

BASE SALARY \$32,666

Step	B.A. + 15 or 150 sem. hr.		B.A. + 45			
	B.A.	B.A.+30	or M.A.	M.A.+15	M.A.+30	
0	\$32,666	\$33,201	\$34,188	\$35,769	\$36,318	
1	\$34,047	\$34,619	\$35,677	\$37,350	\$38,085	
2	\$35,429	\$36,037	\$37,167	\$38,931	\$39,852	
3	\$36,811	\$37,454	\$38,656	\$40,512	\$41,619	
4	\$38,193	\$38,872	\$40,146	\$42,093	\$43,386	
5	\$39,574	\$40,290	\$41,635	\$43,674	\$45,154	
6	\$40,956	\$41,707	\$43,125	\$45,255	\$46,921	
7	\$42,338	\$43,125	\$44,615	\$46,836	\$48,688	
8	\$43,720	\$44,543	\$46,104	\$48,417	\$50,455	
9	\$45,101	\$45,960	\$47,594	\$49,998	\$52,222	
10	\$46,483	\$47,378	\$49,083	\$51,579	\$53,990	
11	\$47,865	\$48,796	\$50,573	\$53,160	\$55,757	
12	\$49,247	\$50,213	\$52,062	\$54,741	\$57,524	
13	\$50,628	\$51,631	\$53,552	\$56,322	\$59,291	
14	\$50,628	\$53,049	\$55,041	\$57,903	\$61,058	
15	\$50,628	\$54,466	\$56,531	\$59,484	\$62,826	\$63,861
16	\$50,628	\$54,466	\$56,531	\$61,065	\$64,593	\$65,494
18	\$50,628	\$54,466	\$57,276	\$63,293	\$66,915	\$68,565
20	\$50,628	\$54,466	\$58,021	\$64,083	\$67,801	\$70,198
22	\$50,628	\$54,466	\$58,021	\$64,478	\$68,245	\$71,831
25	\$50,628	\$54,466	\$58,765	\$64,874	\$68,686	\$73,465
27	\$50,628	\$54,466	\$58,765	\$64,874	\$68,911	\$75,098

BA = Bachelor's Degree

BA + 15 = BA plus 15 semester hours of graduate level coursework*
 150 Sem. Hr. = 150 Semester Hours (or more) of undergraduate credit
 BA + 30 = BA plus 30 semester hours of graduate level coursework*
 BA + 45 = BA plus 45 semester hours of graduate level coursework*

MA = Master's Degree

MA + 15 = MA plus 15 semester hours of graduate level coursework*
 MA + 30 = MA plus 30 semester hours of graduate level coursework*

* or other approved coursework as defined in Article XXVIII, (F).

ARTICLE XXX. PAY FOR FURTHER TRAINING

- A. A bargaining unit member may be reimbursed for professional growth college credit.
1. To be eligible for reimbursement under this article, a bargaining unit member's request must have the prior approval of the superintendent on the form provided.
 2. Reimbursement, once approved, will be paid up to \$300/semester hr., up to \$200 /quarter hr. Up to a maximum of \$1000.00 per bargaining unit member.
 3. A sum of \$25,000.00 will be appropriated for the year, July 1 through June 30. Applicants shall be approved on a first come, first serve basis. When the funds are allocated, the remaining applicants will be notified and placed on a waiting list in case funds become available through people who did not use the funds they were allocated. The amount of funds requested will be placed on the form along with either quarter or semester hours.
- B. Course work will be approved under this provision if such course meets, as determined by the superintendent, one of the following criteria:
1. Courses related to the teacher's current or pending assignment.
 2. Courses to renew a current license.
 3. Course work credit will be given only to staff members who provide a transcript from an accredited college.
- Reimbursement for courses taken in the summer shall be paid by October 31.
- Reimbursement for courses taken during the school year shall be paid by June 30.
- C. In addition to the above, graduate courses shall be approved if such courses provide a better understanding of students, responding to a particular area needing improvement as indicated in the teacher's evaluation or courses specifically related to an area in which the teacher is currently certified/licensed.
- D. To be eligible for reimbursement under this article, unit members:
1. Must have been an employee on the certificated/licensed staff of the Evergreen Local School District for at least two (2) years, and
 2. Must submit evidence of course completion (official transcript) with grade of "B" or better or "pass" in a pass/fail class.
 5. If a teacher leaves within two years of payment for additional classes, 100% of the tuition reimbursement moneys paid to that teacher must be repaid prior to the end of the teacher's employment. Should the teacher fail to make such payment the Board may attach and withhold any wages or salary due to the teacher for such repayment. It will be the School District's responsibility to collect said money. Special consideration to waive the requirement to repay could be given by the Superintendent if a teacher has cause to leave the district beyond the control or

intent of the teacher. (For example: spouse's relocation to another state, retirement and non-renewal)

Reimbursement for courses taken in the summer shall be paid by of October 31.

Reimbursement for courses taken during the school year will be paid by June 30.

Course work approved will be reimbursed on a first-come basis, first served basis until the appropriation has been exhausted. There is no provision for carryover from one year to another. Work not completed during the school year will not be reimbursed in the following year.

ARTICLE XXXI. SUMMER CURRICULAR ACTIVITIES

- A. Professional staff members in the Evergreen Local School District, who are assigned or receive approval of the Superintendent, may be compensated at the rate of \$25.00 per hour for the number of hours approved in the one page resume mentioned in B.1, during the summer for the purpose of writing curriculum guides, course outlines, projects, units, or other curricular related materials to be used in the Evergreen Schools.
- B. Guidelines for approval of summer curriculum work are to be as follows:
 - 1. A one-page resume stating the intended goals and methods for reaching these goals must be submitted to the Superintendent prior to his granting approval for summer curriculum work. The decision must be returned within ten days in writing.
 - 2. Every effort will be made for all work to be completed in the building to which the teacher is assigned.
 - 3. All approved work must be completed prior to August 15 of calendar year.
 - 4. The building principal must certify to the Superintendent his/her approval of the completed work.
 - 5. A one-page summation of the completed work must be submitted to the Superintendent's office prior to receiving payment for the completed work.
 - 6. Payment for completed and approved summer work will be the last pay in August. Time sheets should be submitted to the treasurer prior to August 15.
 - 7. Teachers who are on vocational extended service will not be approved for this activity.

ARTICLE XXXII. GENERAL

- A. The Evergreen Board of Education agrees that there will be no discrimination in the hiring, training, assignments, promotion, transfer or discipline of teachers or in the application of administration of this Agreement or any other rule, regulation, or policy relating to the terms

and conditions of teacher employment on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

- B. Unless otherwise indicated, the term "Superintendent" or "designee" when used in this Agreement is understood to mean the Superintendent and the term "Association" is understood to mean the Association or its designated representative or representatives.

ARTICLE XXXIII. REDUCTION AND RESTORATION OF CERTIFIED STAFF

Any reduction in instructional staff shall first be covered through normal attrition, i.e., by not employing replacements for persons who die, retire, or resign, or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary; however, in the event that employees in the system do not possess the necessary certification.

If, during the term of this agreement, the Board of Education determines it is necessary to implement a reduction in force, reductions in force shall be implemented in accordance with Ohio Revised Code section 3319.17, and this Agreement. For the term of this Agreement, due to the implementation of the new evaluation procedures required by HB 153, all teachers employed by the Board of Education shall be deemed comparable for the purposes of a reduction in force.

The position to be abolished will be applied to the seniority list, with those teachers on limited contracts being released before those on continuing contracts. The instructional staff members who hold those positions to be abolished are the teachers whose contracts are to be suspended, unless it is possible for the involved teachers to bump a teacher with less seniority in another area for which for which the teacher is properly certified/licensed. If a tie occurs in seniority regarding years of service, the teacher with the earliest date of board action to employ will be considered most senior. If the ties still remain, the tie will be broken by a draw of numbers, with number one being most senior, number two second most senior, etc.

The length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this Contract. However, once an individual's name is removed from the recall list, that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.

Any limited or continuing contract teacher reduced in force shall be placed on the recall list for a period of twenty-four (24) months. If the teacher on the recall list is offered a position and does not respond within seven (7) calendar days from the date the certified letter was received by the teacher or fourteen (14) days of the date of the letter, whichever is later, then the teacher will be removed from the recall list.

Nothing contained herein shall abridge the Board's right to non-renew a limited contract for teacher performance reasons or to utilize the procedures provided for in Ohio Revised Code 3319.17.

If HB 153's revisions of Ohio Revised Code section 3319.17 are repealed, the reduction in force provisions set forth below shall apply, to the extent permitted by law.

- A. A reasonable reduction of instructional staff members may be made by suspending teachers' contracts according to the following criteria:
1. A decrease in pupil enrollment.
 2. Return to duty of regular teachers after leave of absence.
 3. Consolidation of buildings or restructuring of building level operations.
 4. Necessary changes in curriculum as mandated by the state legislature.
 5. Suspension of schools or territorial change affecting the District.
 6. Financial reasons in accordance with Ohio Revised Code section 3319.17.
- B. The procedure to be applied for a Reduction in Force is as follows:
1. Instructional staff members with valid contracts will not be laid off during the school year.
 2. Implementation of a RIF program will take effect only at the beginning of a school year.
 3. On or before March 15, preceding the date of RIF implementation, the President of the EEA shall be notified of the Board's intent to consider a RIF program.
 4. The basis for Reduction in Force will be seniority with the school district. Following are procedures for determining a seniority list and the accompanying Reduction in Force:
 - a. A seniority list shall be prepared by the Superintendent for all teachers according to continuous service in the District. The list shall be prepared according to certification area, as of April 1 of the RIF year, and updated on an annual basis. All approved leaves of absence will be applied toward continuous service for seniority purposes, with the number of years of service remaining constant over the leave period.

The seniority lists shall include the following information:

date of initial Board action to employ (continuous)

areas of certification/licensure

- b. When a RIF decision has been reached, the Superintendent shall prepare a formalized list by April 15 indicating the specific positions to be abolished. The EEA President shall receive a copy of said list. If the RIF decision is reached subsequent to March 15, the list will be provided as soon as possible after the decision is reached.
- c. A Reduction in Force will be accomplished according to the following steps:

- 1) Any reduction in instructional staff shall first be covered through normal attrition. i.e., by not employing replacements for persons who die, retire, or resign, or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary, however, in the event that employees in the system do not possess the necessary certification.
- 2) If further reductions are necessary, the position to be abolished will be applied to the seniority list, with those teachers on limited contracts being released before those on continuing contracts.
- 3) The instructional staff members who hold those positions to be abolished are the teachers whose contracts are to be suspended, unless it is possible for the involved teachers to bump a teacher with less seniority in another area for which the teacher is properly certified.
- 4) System-wide seniority shall be the basis for a RIF program. If ties occur in seniority, regarding years of service, the teacher with the earliest date of board action to employ will be considered most senior. If ties still remain, the ties will be broken by a draw of numbers, with number one being most senior, number two second most senior, etc. Anyone with the same date of hire shall have lots drawn at orientation or the first teacher workday for seniority placement. The Superintendent, Association President and affected employees shall be present.

The length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this Contract. However, once an individual's name is removed from the recall list, that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment following resignation, or other termination or employment, will be measured from the date of return.

- 5) A teacher whose contract is suspended as a result of a RIF program shall be given written notification, by certified mail prior to April 30 of the year the RIF program is to be implemented. Notification of recall will be by certified mail addressed to the employee at the last address of the Board's records.
5. Reemployment of teachers whose contracts were suspended by a RIF program shall be accomplished according to the following guidelines:
- a. A teacher whose contract has been suspended shall be placed on a recall list for 24 months stating years of continuous service to the District and areas of certification.
 - b. A teacher on the recall list shall be offered a contract, if a vacancy occurs in a position for which he is certified, as set forth on the recall list. Notification will be according to those with most seniority, and by registered mail. It is the responsibility of the involved teacher to advise the Board of the address where they can be reached.

- c. If the teacher does not respond within seven (7) calendar days from the date the letter was received at the teacher's designated post office, the teacher will be removed from the recall list.
- d. No new certified staff members shall be hired until all suspended teachers have been offered an opportunity to return as long as they fall within certification areas required for the vacancy which is to be filled.
- e. Nothing contained herein shall abridge the Board's right to non-renew a limited contract for teacher performance reasons or to utilize the procedures provided for in Ohio Revised Code Section 3319.17.

ARTICLE XXXIV. SEVERANCE PAY

Employees of the Evergreen Local Schools who elect to retire from service to the schools or who retire from such service in accord with established retirement policies, and who qualify for and or draw retirement benefits from the respective retirement systems, will be paid an additional amount by the Evergreen Board of Education to be known as severance pay. This severance pay shall be paid by the employer in lieu of any right to severance payments set forth in Ohio Revised Code §124.39 or any other law.

The amount of severance pay is to be calculated by multiplying twenty-five percent (25%) times the total number of accumulated sick leave days as of the member's retirement date. The resulting number of days not to exceed 60 is to be multiplied by the employee's daily rate of pay.

For full and part-time employees, the daily rate of pay is to be the employee's annual salary divided by 185 days. For certificated/licensed employees on extended service, it shall be the annual salary divided by the number of days the employee is under contract.

If an employee retires at or after the age of 55, severance pay will be paid directly into a 403(b) account belonging to the eligible employee. Such payment shall be an employer non-elective contribution. No severance shall be paid unless an employee has a 403(b) account into which the payment may be made. If an employee retires before the age of 55, severance pay will be paid directly to the employee (not into a 403(b) account). Employees do not have discretion to choose between a cash payment and an employer non-elective contribution into their 403(b) account. If paid into a 403(b) account, severance and other post-retirement payments set forth in this Agreement shall be paid in the shortest period of time possible while staying within the 403(b) contribution limits set forth in the law. As a result, payments may be made over multiple years.

ARTICLE XXXV. STRS PICK-UP

A. STRS Pickup (True Pick-up)

In addition to the salary provided by this Article, the Board shall assume and pay (pick-up) one percent (1%) of an employee's mandatory contributions to the State Teachers Retirement System (STRS). The Board's assumption and payment (pick-up) of the employee's mandatory STRS

contribution shall apply uniformly to all employees and no employee shall have the option to elect a salary increase or other benefit in lieu of this payment.

B. Salary Reduction Pick Up

The remaining employee's mandatory contributions to the State Teachers' Retirement System of Ohio is "picked-up" by the Board as contemplated by Internal Revenue Service revenue rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers' Retirement System of Ohio contribution which has been designated as "picked-up" by the Board under this sub-section, and that the amount designated as "picked-up" under the salary reduction by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the State Teachers' Retirement System of Ohio increased thereby.

ARTICLE XXXVI. EARLY RETIREMENT INCENTIVE AND RETIREMENT BONUS PROGRAMS

A. Early Retirement Incentive Program

The Board will continue the Early Retirement Incentive Plan as amended in 2010. The early retirement plan shall have up to a one year (1) buyout. The Board must be notified by March 15 of each year of employee participation in the plan.

Any employee who is a member of the State Teachers' Retirement system and meets the following criteria is eligible to participate in the retirement incentive plan:

1. For employees who have attained age 50; and have accumulated at least 29 years of combined public retirement service in the public systems, the Board will purchase up to the 30th year of service credit. For employees who have attained the age of 55 and have accumulated at least 24 years of combined public retirement service in the public systems, the Board will purchase up to the 25th year of service credit.
2. The employee must sign an agreement and election to retire on the form provided by the Board; and
3. The employee must retire within 90 days after receiving notice from the State Teachers' Retirement System that service credit has been purchased for him/her under this plan.

The board shall purchase up to one (1) year of service credit for an eligible employee participating in the plan.

For each year of service credit so purchased, the board shall pay an amount specified by the State Teachers' Retirement Board equal to the additional liability resulting from

the purchase of that/those year(s) of service credit as determined by an actuary employed by the retirement board.

The board may limit the number of persons for whom it purchases credit to no more than 5% of eligible employees.

In order to affect the limitation to 5% of eligible employees, those employees with a greater length of service with the board shall have the right to elect to have credit purchased before those employees with a lesser length of service with the board.

4. The employee must retire at the end of the school year, no mid-year ERI's will be accepted.
5. The Early Retirement Incentive Program as described is currently allowed by law, but may no longer be permissible if the proposed changes to the STRS pension plan are enacted. The Early Retirement Incentive Program, once pending legislation is finalized and approved, may be determined to be null and void at some point during the length of this contract. If/when that determination is made, the Early Retirement Incentive Program will be discontinued.

B. Retirement Bonus Program

A bargaining unit member is eligible for the retirement bonus program for each year of service to Evergreen, with a maximum of 30 years, when not using the ERI. This retirement bonus shall be in addition to severance. This bonus shall be paid to the retiree in two (2) equal installments. The first payment will be made within thirty (30) days of the retiree showing proof of receiving their first retirement payment. The second payment will be made on the anniversary of the first retirement payment under this provision. This retirement bonus is available for those who give notice by March 15 for retirement in subsequent school years. Health permitting, the employee must finish the contract year.

1. Members who retire by June 30, 2015, will receive \$600 for each year of service to Evergreen.
2. Effective July 1, 2015, members' retirement bonuses will be calculated as follows:
 - A. Members who retire in the first year they are eligible will receive \$600 per year for each year of service to Evergreen.
 - B. Members who retire after they are first eligible will receive \$300 per year of service to Evergreen.

ARTICLE XXXVII. SCREENING COMMITTEE FOR AN ADMINISTRATOR

Principal, vice principal, supervisor, etc.

Representatives of the teachers involved at a given site shall participate on any Screening Committee appointed to select an administrator for that building.

Superintendent

Representative(s) from each building in the District shall participate on the Screening Committee for a Superintendent.

ARTICLE XXXVIII. TOBACCO USE

Tobacco free buildings and grounds. Members of the bargaining unit will refrain from using tobacco products in the buildings, in school vehicles, and on the grounds of Evergreen Local School District and when representing Evergreen at away school events.

ARTICLE XXXIX. CONCLUSIVENESS OF AGREEMENT

- A. The parties acknowledge that during the negotiations, which resulted in this contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this contract. Therefore, for the life of this contract, the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this contract unless otherwise mutually agreed. However, the impact of any action taken by the Board upon wages, hours, terms and conditions of employment and/or upon the continuation, modification, or deletion of an existing provision of the agreement is subject to an obligation to bargain said impact with the Association upon request pursuant to provisions of ORC 4117.08(C).
- B. This Agreement shall supersede, to the extent permitted by Ohio Revised Code Section 4117.10(a), all provisions of the Ohio Revised Code which are contrary to the express provisions of this Agreement. No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties hereto unless executed in writing by the parties.
- C. Items negotiated and appearing in the written agreement between the Evergreen Board of Education and the Evergreen Education Association, shall be continued until such time as these items shall be revised an/or eliminated through negotiations, or the agreement expires.
- D. During the duration of this Agreement, the Board of Education agrees to provide the President of the Evergreen Education Association, a copy of the Board agenda prior to each Board meeting, and will allow the Evergreen Education Association, or any individual teacher, an opportunity to review with the Board at any open meeting, any changes relating to working conditions, professional welfare, and remuneration, not specifically contained in the written agreement.

ARTICLE XL. CONTRACTS

All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed. Contracts shall be of two kinds: Limited and continuing as prescribed by law.

A. Limited Contracts

The following schedule for limited contracts shall become effective for staff.

- a. Initial contract - one (1) year

- b. Second year - one (1) year
- c. Third year - one (1) year
- d. Fourth and subsequent years - two (2) years

The Superintendent may deviate from this contract sequence if the Superintendent believes that the employee is in need of further professional development.

B. Continuing Contracts

Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the Superintendent that the staff member is eligible for a continuing contract no later than November 15 of the school year in which their current limited teaching contract with the Board shall expire. Eligibility requirements for continuing contract are set forth in Ohio Revised Code section 3319.08. Current requirements at the time of this Agreement are found in Appendix F. IF any changes in continuing contract status become law during the term of this agreement the EEA will notify members of the bargaining unit of such change. Failure to notify the Superintendent by November 15 shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the staff member being issued a one (1) year limited teaching contract for the following school year rather than a continuing contract. Notice received after November 15 shall not serve as the notice required by this Section for the following school year. A teacher may withdraw his/her request up to the date of the Board taking action on his/her individual teaching contract.

Upon receiving the notice from a teacher that he/she is eligible for continuing contract, and after having completed the evaluations of the teacher, if the Superintendent believes that the teacher is in need of further professional development based upon the teacher's performance evaluations or other documented performance issues, the Superintendent may recommend the issuance of a one year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher, in writing, of the reasons for this recommendation, and shall meet with the teacher upon the teacher's request. Should the teacher be employed under an extended limited contract pursuant to this section, and the teacher is reemployed upon the conclusion of the extended limited contract, it must be under a continuing contract.

The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code, Sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

ARTICLE XLI. SPECIAL NEEDS STUDENTS

The responsibilities of the teacher(s) and the Board are as follows:

- 1. Teacher Responsibility
 - a. The teacher will plan and implement a program of instruction that meets the needs, interests, and abilities of assigned students and subjects.

- b. The teacher will evaluate, instruct and implement specific student needs.
 - c. The teacher shall not be required to provide medical procedures or personal hygiene procedures other than bee sting injections (hypo pen) and administering oral medications on field trips.
2. Board of Education Responsibility
- a. In case of a special needs student, the district will schedule an IEP conference with notice to all involved teachers.
 - b. A representative of the regular classroom teaching staff shall be in attendance at the IEP conference. Release time may be provided if necessary to attend the IEP conference.
 - c. The Board of Education will provide additional training necessary to perform services which may be required by special needs student(s).

ARTICLE XLII. RESIDENT EDUCATOR PROGRAM

- A. Mentor teachers will be given release time to attend 1 or 2 day State Instructional Mentoring trainings.
- B. The Resident Teacher shall apply for Professional Leave to observe other teachers.
- C. The mentor/resident teacher relationship shall be confidential.

ARTICLE XLIII. MASTER TEACHER REVIEW COMMITTEE

The LPDC Committee will serve as the initial review team. Those earning Master Teacher status will be encouraged to serve on the Master Teacher and/or LPDC committees.

ARTICLE XLIV. HIRING RETIREES

Previously retired teachers, if hired, will be granted a minimum of 1-year service credit. Placement above that level is at the superintendent's option. Placement will be made on the appropriate education column of the salary schedule. Initial placement of previously retired teachers for any supplemental positions shall not exceed the 0-2 years of experience, which is the first step of that assignment. The retired teacher will receive a one year limited contract that automatically expires at the end of the school year. Retirees lose their seniority and will not have any seniority rights. Retirees are excluded from tuition reimbursement, severance pay or any type of long term leave.

- A. Previously retired teachers shall not have any guarantee or right to return to a position previously held in the district.

The provisions of this section are intended to supersede the conflicting provisions of Ohio Revised Code 3319.07, 3319.08, 3319.11, 3319.111, 3317.14 and any other conflicting provision of the Ohio Revised Code.

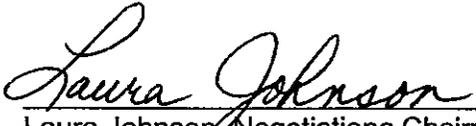
ARTICLE XLV. EFFECTIVE DATE

This Agreement shall become effective on August 1, 2012, unless otherwise stated on individual items, and shall remain in full force and effect to and including July 31, 2015, unless otherwise noted.

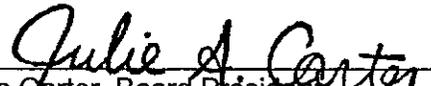
THIS AGREEMENT IS MADE and entered into as of the 13th day of August, 2012, by and between the Evergreen Board of Education, Metamora, Ohio, and the Evergreen Education Association.

Evergreen Education Association

Evergreen Board of Education



Laura Johnson, Negotiations Chairperson



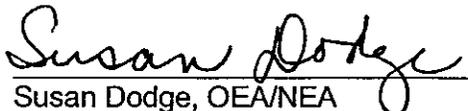
Julie Carter, Board President



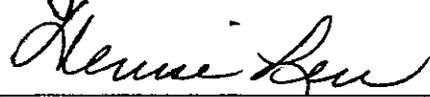
Becky Conklin, President



Jim Wyse, Superintendent



Susan Dodge, OEA/NEA
Agent of Record



Denise Leu, Treasurer

ARTICLE XLVI. DEVELOPMENT OF TEACHER EVALUATION PROCESS & FORMS

A committee will be formed to investigate and mutually decide on an evaluation process and forms that utilize best practices.

The committee will include three (3) representatives appointed by EEA and two (2) administrators appointed by the Superintendent.

Committee assignments will be made by September 2012.

Committee will meet at mutually convenient times during the 2012 – 2013 school year.

Any changes to the existing evaluation process and forms will result from a consensus of committee members and will be consistent with the framework mandated by the Ohio Department of Education (ODE) and the Ohio Teacher Evaluation System (OTES).

The goal is to have an evaluation instrument, procedures, and/or forms that are compliant with and meet all necessary timelines associated with the OTES and Board Policy.

Teacher Performance Appraisal Forms

PRE-OBSERVATION

Teacher _____ Time _____ Date _____

1. What have your students been studying in class during the past week?
2. What content will you be going over in the class I'll be observing?
3. What is the objective of the lesson?
4. Do you expect all students to be able to handle the lesson?
5. How do you want students to participate in the lesson?
6. What materials will you be using?
7. How will you know whether or not students have achieved the objective?
8. While in class, I will be taking notes. Is there anything you specifically want me to concentrate on during the observation?

Employee Signature

TEACHER PERFORMANCE APPRAISAL RECORD

Teacher _____ Building _____ Observer _____

Subject or Grade _____ Time of Visitation _____ Date _____

Appraisal Visit # _____

I. PERFORMANCE STANDARDS	Satisfactory	Needs Improvement	Unsatisfactory
A. <u>Preparation & Planning</u>			
1. Appropriate daily lesson preparation	_____	_____	_____
2. Maximum use of teaching resources and teaching aids	_____	_____	_____
3. Long Range planning for students	_____	_____	_____
3. Recognition of individual student Needs	_____	_____	_____
B. <u>Instructional Techniques & Strategies</u>			
1. Skill in motivating students	_____	_____	_____
2. Skill in preparation and presentation of appropriate questions	_____	_____	_____
3. Skill in giving appropriate and effective directions to students	_____	_____	_____
4. Enthusiasm about the work of the Students	_____	_____	_____
5. Academic competency in the area of Teaching assignment	_____	_____	_____
6. A creativity which uses a variety of methods and materials that challenge and stimulate student growth	_____	_____	_____
7. The ability to relate to students in a comfortable manner, allowing for a friendly relationship	_____	_____	_____
8. A recognition of individual needs of each student in determining an effective teaching approach	_____	_____	_____

	Satisfactory	Needs Improvement	Unsatisfactory
C. Classroom Management			
1. Maintains an attractive and neat Atmosphere	_____	_____	_____
2. Employ appropriate small group instructional procedures	_____	_____	_____
3. Demonstrates an awareness of good use of available time	_____	_____	_____
4. Administers discipline in a dignified and positive manner, striving for pupil self direction	_____	_____	_____
5. Maintains efficient routines throughout The classroom activities	_____	_____	_____

II. PERSONAL QUALITIES

1. A neat, well-groomed appearance	_____	_____	_____
2. Uses sound judgment	_____	_____	_____
3. Ambition, enthusiasm and industry	_____	_____	_____
4. A favorable attitude toward constructive criticism	_____	_____	_____
5. Poise in "pressure" situations	_____	_____	_____
6. A genuine interest in teaching process	_____	_____	_____
7. Communicates orally and in writing at a Professional level	_____	_____	_____

III. PROFESSIONAL QUALITIES (Subjectively Appraised by the evaluator)

1. Spirit of cooperation with administration And fellow teachers	_____	_____	_____
2. Cultivates positive relationships with Parents and general public	_____	_____	_____
3. Complies with rules and regulations of the Local board and the administration	_____	_____	_____

IV. STRENGTHS, WEAKNESSES, SUGGESTIONS

AREAS OF STRENGTHS

AREAS OF WEAKNESSES

SUGGESTIONS FOR WEAKNESSES

**APPENDIX A
GRIEVANCE REPORT FORM**

Name of Grievant _____ Date filed _____

Building _____ Assignment _____

Date cause of grievance occurred _____ Step of Grievance Proc. _____

Statement of Grievance _____

Article and Section Violated _____

Relief Sought _____

Signature _____ Date _____

Disposition _____

Signature _____ Date _____

Title _____

Receipt of above form should be recorded at each step

Delivered by _____ Date _____

Received by _____ Date _____

COPIES OF GRIEVANCE REPORT TO BE FILED

- Step 1: PR&R one: Bldg. Principal two
- Step 2: PR&R one: Superintendent two
- Step 3: FMCS one: Superintendent one
- Step 4: PR&R one: Board of Education one: Arbitrator four

**APPENDIX B
APPLICATION**

The following data must be submitted to the Building Principal. This form must be submitted prior to beginning the course work. Written notice of approval/disapproval will be provided from the Superintendent's office.

Reimbursement will be made each October and June for those who have completed approved training.

Applicant _____ Date _____

University/College _____

List courses, including number, title, hours of credit, and a description of each:

Course No.	Title	Date Course Begins (month/year)	Credit Hrs.		Sem.	Cost
			Qtr.	Sem.		

State what you feel to be the relationship between the training and your work:

Approved _____

Approved _____

Disapproved _____

Disapproved _____

Approved but on waiting list (funds may not be available) _____

Building Principal

Superintendent

Date

Date

**APPENDIX C
REQUEST FOR REIMBURSEMENT**

**EVERGREEN LOCAL SCHOOLS
PAY FOR FURTHER TRAINING**

Name _____ Date _____

<u>COURSE NO. TITLE</u>	<u>CREDIT HRS. (Sem. or Qtr.)</u>	<u>TUITION FEE PER HOUR</u>	<u>DATES OF COURSE</u>	<u>TOTAL TUITION PAID PER COURSE</u>

Total Amount of Tuition Paid _____

The Evergreen Board of Education will pay \$200.00 per quarter hour/\$300.00 per semester hour, or the cost of tuition, whichever is less to a maximum of \$1,000.00 per school calendar year.

*Amount requested for reimbursement _____

Amount Approved _____
Signature of Staff Member _____

Superintendent _____ Date _____

*Receipts for tuition cost must be attached to this form.

Reimbursement for courses taken in the summer shall be paid by October 31.
Reimbursement for courses taken during the school year shall be paid by June 30.

APPENDIX D

TEACHER SUBSTITUTE REMINDER

TEACHER _____

This is just a reminder that you agreed to cover a class for

_____ on _____

from _____ to _____.

Total minutes covered _____.

THANK YOU

Signed _____

APPENDIX E

Evergreen Local Schools
Undergraduate Application for Master's Level Equivalent

Name _____ Date _____

Course # _____ Course Title: _____

Credit Hours (Semester) _____ Credit Hours (Quarter) _____

Dates of Course _____

Rationale for Undergraduate Hours:

_____ To obtain Highly Qualified Teacher Status.

_____ To achieve new or expanded areas of certification/licensure determined by administration to be of immediate need to the District.

_____ Course related to teacher's current or pending assignment determined to be of immediate need to the District.

_____ Other/Explanation of course and need:

Approved: _____

Approved: _____

Disapproved: _____

Disapproved: _____

Building Principal Signature

Superintendent Signature

Date

Date

Copies of Approval/Denial sent to:

_____ Teacher

_____ Teacher Permanent File

_____ EEA President

Appendix F

Continuing contract eligibility under R.C. 3319.08 and 3319.11 after HB 1

HB 1 modified the eligibility requirements for a continuing contract, effective for teachers who are initially issued educator licenses on or after January 1, 2011.

Category	Licensure requirement	Teaching requirement	Education requirement
A	Professional, permanent or life certificate.	Taught for at least three of the last five years in the district.*	No additional education required.
B	1. Teacher's certificate or educator license issued prior to January 1, 2011; <u>AND</u> 2. Teacher holds a professional educator license, senior professional educator license, or lead professional educator license.	Taught for at least three of the last five years in the district.*	If no masters degree was held at the time of initial receipt of the certificate or license, 30 semester hours of graduate coursework** since the initial issuance of the certificate or license.
			If a masters degree was held at the time of initial receipt of the certificate or license, 6 semester hours of graduate coursework** since the initial issuance of the certificate or license.
C	1. Teacher never held a teacher's certificate; <u>AND</u> 2. Initial educator license was issued on or after January 1, 2011; <u>AND</u> 3. Teacher holds a professional educator license, senior professional educator license, or lead professional educator license); <u>AND</u> 4. Teacher holds an educator license (other than a substitute teaching license) for seven years.	Taught for at least three of the last five years in the district.*	If no masters degree was held at the time of initial receipt of license, 30 semester hours of graduate coursework** since the initial issuance of the license.
			If a masters degree was held at the time of initial receipt of license, 6 semester hours of graduate coursework** since the initial issuance of the license.

* For teachers who have previously attained continuing contract status in another Ohio school district, two years in the district.

** Undergraduate Course Work is accepted if approved by the superintendent after submitting Appendix E. See Article XXV111 (F) in the Master Agreement.

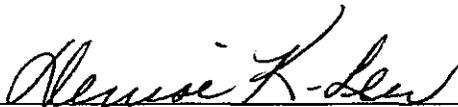
CERTIFICATE

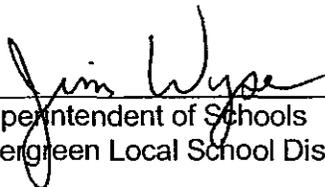
The undersigned, Treasurer of the Board of Education of the Evergreen Local School District, Ohio, certified that the money required to meet the obligations of the Board during Fiscal Years 2012 – 2013, 2013 – 2014, & 2014 – 2015 under the Negotiated Agreement with the Evergreen Education Association have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Evergreen Local School District, Ohio, and Superintendent of Schools of the Evergreen Local School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412, and 5705.44 of the Ohio Revised Code.

Dated: 8/13/12


Treasurer, Board of Education
Evergreen Local School District, Ohio


Superintendent of Schools
Evergreen Local School District, Ohio


President, Board of Education
Evergreen Local School District, Ohio