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# AGREEMENT

BETWEEN

GREENEVIEW EDUCATION ASSOCIATION

AND

GREENEVIEW BOARD OF EDUCATION

August 1, 2013 to July 31, 2016

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## ARTICLE I

### RECOGNITION

#### A. Association Sole and Exclusive Bargaining Representative

The Greeneview Local Board of Education (hereinafter referred to as the "BOARD") recognizes the Greeneview Education Association, an affiliate of the Ohio Education Association and the National Education Association, (hereinafter referred to as the "ASSOCIATION") as the sole and exclusive bargaining representative for all full-time and regular part-time certificated teachers of the District and for the purpose of negotiating wages, hours or terms and other conditions of employment. Substitutes who work less than one hundred and twenty (120) days, aides, supervisors, and/or administrators are specifically excluded from the bargaining unit. Supervisory staff are defined as those individuals who come within the definition of the term "supervisor" under O.R.C. Chapter 4117.

## ARTICLE II

### NEGOTIATIONS PROCEDURES

#### A. Notification

##### 1. **Notification of Negotiations by Either Party**

If either of the parties desires to commence bargaining on salaries or other matters of mutual concern, it shall notify the other party in writing of its intent to bargain.

##### 2. **Date of Notification of Request**

Notification for negotiations shall be no earlier than March 1 and no later than March 15th of the year in which the contract expires. Notification in writing from the ASSOCIATION shall be served on the Superintendent; and from the BOARD shall be served on the President of the ASSOCIATION.

#### B. Negotiation Meetings

##### 1. **Time Lines for First Bargaining Session**

Within fifteen (15) days of written notification of intent to bargain, an initial meeting shall be held between the parties. All proposals shall be exchanged in writing by the ASSOCIATION and the BOARD at this first

meeting. No new proposal shall be submitted by either party after the initial meeting unless by mutual agreement.

**2. Submission of Original Proposals**

Original proposals shall be written and in language suitable for inclusion in the final agreement.

**3. Criteria for Scheduling Meetings**

Meetings shall be scheduled with the least interruption of work schedules. All meetings, including impasse procedures, shall be in executive session (unless otherwise mutually agreed upon by both parties). Other rules for conducting negotiations procedures which are deemed necessary and not covered by this procedure shall be discussed and agreed upon at the first meeting.

**C. Negotiation Time**

**1. Caucus**

Either party may call for a caucus of reasonable length.

**2. Length of Bargaining Sessions**

Bargaining sessions shall last a maximum of three (3) hours unless extended by mutual agreement.

**3. Time Limit for Bargaining**

Items under negotiation must be resolved to the mutual satisfaction of both parties, within forty (40) days of the first scheduled meeting. However, if both parties agree to extensions of time for negotiations, more time may be granted. If no agreement is reached, impasse procedure outlined in this document shall be implemented.

**4. Modification of Time Limits**

Any time limits established under this Article may be modified by mutual agreement of parties.

**5. Days Defined**

**a. During School Year**

Days shall be defined as school days when school is in session.

**b. During Summer Vacation**

Days shall be defined as calendar days during the summer months when school is not in regular session.

**c. Vacation Days**

Vacations and holidays shall not be counted as a school day regardless what time of the year they occur.

**D. Representation**

**1. Number of Each Team**

Each team shall limit its representation to no less than three (3) but no more than five (5) members unless otherwise agreed upon at the first meeting. Each team shall designate one (1) chief spokesperson who shall be responsible for signing any tentative agreement.

**2. Right to Request Consultants**

Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members, or for the purpose of providing information pertinent to negotiations.

**3. Admittance of Observers**

The BOARD and the ASSOCIATION may admit two (2) observers to these sessions. All observers shall adhere to all rules of protocol adopted at the first negotiations meeting contained within this AGREEMENT; shall maintain the executive session nature of meetings; and shall not participate in discussions at the bargaining table.

**E. Information**

**1. Time Lines For Request**

The parties agree during negotiations to provide each other, upon reasonable requests within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision, and neither party is obligated to develop data for information not in existence or to re-work, re-draft, summarize, compute or otherwise develop data or information in other than its existing form.

## **F. Press Releases**

### **1. Criteria for Releases Made by Either Party**

During any phase of negotiations, including the impasse procedure, there will be no press releases of information to the media unless agreed upon by both parties. In such instance that releases are agreed upon, said releases shall be in writing and both parties shall approve of the release prior to its dissemination.

### **2. Releases Made by Both Parties**

Both parties may issue progress reports to their members in order to keep their members informed.

## **G. Agreement**

### **1. Ratification Process**

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the ASSOCIATION for ratification. Within fifteen (15) days from the date of the tentative agreement, the ASSOCIATION shall vote on said Agreement and notify the Superintendent of its action. The BOARD shall take action upon the tentative agreement no later than fifteen (15) days from receipt of the ASSOCIATION's action or at the next regular BOARD meeting, whichever comes first. Upon official adoption by the BOARD, the AGREEMENT shall be signed by the parties.

### **2. Typing of the Agreement**

The BOARD shall be responsible for the typing of the final negotiated AGREEMENT which shall be submitted to the ASSOCIATION as soon as possible after tentative agreement is reached. After the AGREEMENT is signed by both parties, it shall be duplicated by the BOARD. The ASSOCIATION shall pay for the paper for such duplication. The ASSOCIATION shall be responsible for the distribution of the AGREEMENT to all teachers.

## **H. Impasse Procedures**

### **1. Processes to be Followed**

The following impasse procedures may be used in the event the parties cannot reach agreement prior to the expiration of the current AGREEMENT.

**2. Federal Mediation**

If agreement is not reached within the specified time limits as contained within this Article, or the parties mutually agree that impasse has been reached prior to the end of the forty (40) day period, either party may request the services of the Federal Mediation and Conciliation Services (FMCS) for the purpose of mediating an agreement.

**3. American Arbitration Association**

In the event no agreement is reached within three (3) mediation sessions or twenty-one (21) days after the assignment of the mediator, whichever comes later, the parties shall jointly petition the American Arbitration Association (AAA) for a list of arbitrators.

**a. Meeting and Authority of Arbitrator:**

The arbitrator shall meet with the parties in an effort to determine issues of fact. The arbitrator shall have no authority to bind the parties to any settlement. After listening to the fact, the arbitrator shall write out recommendations. Said written recommendations shall be submitted in writing to the parties no later than thirty (30) days after the hearing is closed unless an extension of time has been mutually agreed upon.

The cost of the arbitrator's services shall be shared equally by the ASSOCIATION and the BOARD. All expenses incurred by representatives of the parties shall be the responsibility of the party incurring the expense.

**4. Voting Process of Arbitrator**

**a. Action by Association**

Upon receipt of the recommendations, the ASSOCIATION shall vote on the recommendations no later than ten (10) days from the date of receipt. The ASSOCIATION shall notify the Superintendent in writing no less than twenty-four (24) hours from the date of the ASSOCIATION's decision to either accept or reject the decision.

**b. Action by Board**

Within ten (10) days from the day the ASSOCIATION notifies the Superintendent of its decision of the arbitrator's recommendations, the Superintendent shall notify the ASSOCIATION in writing of the BOARD's decision to either accept or reject the recommendations of the arbitrator.

**(1) Right of Association to Strike**

In the event this procedure does not give rise to an agreement between the parties, then the ASSOCIATION shall have the right to withhold its services in accordance to the rules and regulations of the State Employment Relations Board (SERB).

**(2) Voting on Arbitrator's Recommendations**

The recommendations of the arbitrator shall be voted on in its entirety. Neither party shall have the right to pick and choose parts of the report and reject others.

**ARTICLE III**

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**A. Board Rights**

The BOARD shall have the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organization structure.
2. Direct, supervise, evaluate, or hire teachers.
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, process and means of personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote or lay off, transfer, assign, schedule, promote, or retain teachers (renew or non-renew the contracts of teachers).
6. Determine the adequacy of the work force.
7. Determine the overall mission of the employer as a unit of government.
8. Effectively manage the work force.

9. Take action to carry out the mission of the public employer as a governmental unit.
10. Terminate contracts for just cause.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### **A. Officers' Names to Superintendent/Board**

The ASSOCIATION shall give the names of its officers to the Superintendent and to the BOARD President on or before June 1 of each year.

#### **B. Board Meetings**

##### **1. Right to Address Board**

The ASSOCIATION, through a designated representative, shall have the right to speak to any issue open for public discussion at all regularly scheduled or special meetings of the BOARD.

##### **2. Right to Board Agenda**

The President of the ASSOCIATION, the designated representative, and all building representatives shall be provided with a copy of agendas for each regular BOARD meeting. Additionally, four (4) copies of BOARD minutes will be made available to the ASSOCIATION President.

##### **3. Notice of Board Meetings**

The President of the ASSOCIATION, and/or designated representative shall be provided with advance notice of all regular and special BOARD meetings.

##### **4. Board Information Presented to Association President**

The ASSOCIATION President shall receive a copy of all non-confidential materials sent to the BOARD members regarding any and all BOARD meetings.

#### **C. New Hires**

With the authorization of the individual teacher, the BOARD shall provide to the ASSOCIATION, the names, addresses, and job assignments of all newly employed

members of the recognized bargaining unit as early as possible, but no later than one week prior to the beginning of the school year.

**D. Use of School Buildings**

The ASSOCIATION, or any committee thereof, shall have the right to use school building facilities during non-school hours without charge for meetings held during custodians scheduled work time so long as such meetings do not interfere with previously scheduled building activities. The ASSOCIATION shall make arrangements with the Superintendent and/or building principal(s) for such use at least twenty-four (24) hours prior to any proposed meeting(s). By mutual agreement between the ASSOCIATION and the Superintendent and/or building principal(s), this twenty-four (24) notice requirement may be waived. The ASSOCIATION shall use the building according to regulations established by the BOARD and according to O.R.C. 3313.79 with no rental charge except reimbursement to the BOARD for custodial overtime wages.

**E. Bulletin Boards**

The ASSOCIATION shall have the right to use the faculty lounge bulletin boards for official ASSOCIATION announcements.

**F. Placement of Materials in Mail Boxes**

The ASSOCIATION may use the inter-mail system of the School District. Any teacher may request in writing that ASSOCIATION communications not be placed in his/her mail box.

**G. Association Leave**

The BOARD shall grant the ASSOCIATION President or his/her designee up to eight (8) days per school year of ASSOCIATION leave to conduct ASSOCIATION business. The cost of the first substitute teacher's day shall be paid by the BOARD with all remaining days paid by the ASSOCIATION.

**H. Board Policies**

All teachers shall have the access to updated copies of the written BOARD policies and regulations.

**I. Copy of Agreement**

The administration shall provide each teacher with a copy of this AGREEMENT upon initial employment.

**J. Rights by Law**

All teachers shall have all rights provided them by the Ohio Revised Code and the constitutions of the State of Ohio and the United States except as otherwise provided herein.

**K. Rights by Contract**

All teachers shall have all rights provided to them by the written terms of this negotiated AGREEMENT.

**L. Curriculum Planning**

Teachers shall have the right to participate in the planning of curriculum within the Greeneview School System. The teachers recognize the sole and exclusive responsibility of the BOARD to approve and implement courses of study and curriculum and the organization of such.

**M. Forms**

Grievance forms shall be readily available in each building's administrative office and in each faculty lounge. It shall be the responsibility of the ASSOCIATION building representatives to maintain the supply of such forms in the faculty lounges. All other pertinent, employment-related forms shall be available from office personnel in each building administrative office. In addition, each ASSOCIATION building representative shall receive one (1) copy of the performance appraisal form(s) used in the School District.

**N. Deadline for Payroll Deductions of Dues**

Teachers may authorize payroll deductions by October 1 of each year for GEA, WOE, OEA and NEA dues to be deducted in twenty (20) equal payments, commencing the first (1st) pay of October. (In the event schools do not open at the scheduled time, the time will be extended proportionately.) If for any reason the BOARD fails to make a deduction for any teacher as above provided, it shall make that deduction from the teacher's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the teacher. The ASSOCIATION agrees to hold the BOARD and its designees harmless for any and all errors arising out of the dues deduction procedures. The ASSOCIATION agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.

**1. Authority of Board to Make Deductions**

The Board Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon receipt of the proper authorization forms for County-Wide Credit

Union, tax sheltered annuities, contributions to political organizations, United Way, providing seven (7) or more teachers sign up for the ARTICLE IV deduction. County-Wide Credit Union and approved tax-sheltered forms shall be available in the Board Treasurer's office.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **A. General Provisions**

##### **1. Primary Purpose of Procedure**

The primary purpose of the grievance procedure shall be to obtain, at the lowest administrative level possible, solution to grievances which may arise.

##### **2. Definition of Grievance**

A grievance is defined as a complaint limited to an alleged violation, misapplication, or misinterpretation of the written provisions of the negotiated AGREEMENT between the ASSOCIATION and the BOARD.

##### **3. Definition of Grievant**

A grievant is a teacher or group of teachers, alleging a violation, misapplication or misinterpretation of a written provision of this negotiated AGREEMENT. A group grievance shall have arisen out of the same circumstances affecting each member of said group. Each member of a group grievance shall sign the grievance report form.

##### **4. Distribution of Copy of Group Grievance**

A decision on a group grievance applies to all teachers in the group, and each shall be given a copy of the decision.

##### **5. Withdrawal of Grievance**

A teacher may withdraw, without prejudice, in writing, from a group grievance any time before a decision is rendered; however, he/she then waives any right to initiate the same or a substantially similar grievance.

**6. Number of Representatives at Hearing**

No more than two (2) parties to the grievances shall represent the group at hearings conducted for the resolution of a group grievance. However, this does not preclude members of the group being called as witnesses.

**7. Withdrawal Prior to Step One**

Any individual grievance may be withdrawn, without prejudice or record, by the grievant at any time prior to the written decision in Step One.

**8. Failure to Timely Process**

**a. Failure by Grievant**

The failure of a grievant to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right to further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.

**b. Failure by Administration**

The failure of the supervisory staff to communicate the decision on a grievance within the specified time frame shall automatically entitle the grievant to advance the grievance to the next level, without prejudice, but within the time limits established for such advancement.

**B. Definition of Day**

Day shall be defined as set forth in Article VII D of this AGREEMENT.

**C. Time Limits**

The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

**D. Non-Contractual Complaints**

Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with the members of the administration through normal channels of communication. Discussions which take place at any meetings regarding this section shall not be matters which are considered to be grievable.

**E. Informal Level**

**1. Time Limits**

A teacher having a grievance shall first attempt to resolve it informally with his/her immediate supervisor within fifteen (15) days of the date the grievant knew or should have known of the event or condition upon which the grievance is based. In meeting with his/her supervisor, the grievant shall inform the supervisor that he/she wishes to discuss a complaint upon which a formal grievance may be filed.

**2. Waiver of Grievance**

Should the grievant not attempt to resolve the complaint informally within the fifteen (15) day time limit, the grievance shall be considered waived.

**3. Reason for Procedure**

The informal meeting and the grievance procedure are designed to facilitate solutions to problems and grievances at the lowest possible administrative level(s)

**F. STEP ONE**

**1. Time Limits**

Within ten (10) school days after informal discussion of the alleged incident which is the subject of the grievance, the grievant will reduce the grievance to writing, on a form provided by the BOARD, and will present it to his/her immediate supervisor.

**2. Completion of Grievance Form**

The grievance form shall be dated and initialed by the immediate supervisor upon receipt.

**3. Time Lines for Hearing**

Within ten (10) school days after the grievance is submitted, the supervisor will discuss the grievance with the teacher involved and attempt to resolve it.

**4. Representation at Step One**

Discussions at this step and any further step shall be confined to the issues as written and stated on the Grievance Form and to the relief sought. The teacher may be accompanied at the meeting by an ASSOCIATION

Grievance Chairman, ASSOCIATION Officer, or State Association Representative. No attorneys are to be present. The supervisor may be accompanied by another administrator.

**5. Decision of Administrator**

Within five (5) school days after this meeting, the supervisor will state his/her decision in writing on the grievance form and provide a copy to the grievant.

**G. STEP TWO**

**1. Appeal to Step Two**

If the grievant is not satisfied with the decision concerning his/her grievance made at Step One, the teacher may, within ten (10) school days of the receipt of his/her immediate supervisor's decision, submit the grievance to the Superintendent.

**2. Time Lines for Hearing**

The Superintendent shall schedule a hearing to be held within ten (10) school days of receipt of the grievance and shall notify the grievant of the time and place of such hearing.

**3. Right of Representation of the Parties**

The grievant may be accompanied by a person of his/her choice. The Superintendent and/or his designated administrative representative will conduct the hearing, and may be accompanied at the hearing by a non-lawyer consultant not normally in the employ of the BOARD.

**a. Witnesses**

Any individuals who have pertinent information to the grievance may be called to the hearing by the Superintendent so as to facilitate an informed disposition of the grievance.

**b. Written Response of Superintendent**

Within five (5) days after such hearing, the Superintendent shall notify the grievant of the decision in writing. Failure to respond within the time limits shall automatically entitle the grievant to advance the grievance to the next level.

## **H. STEP THREE**

### **1. Appeal to *Step Three* Mediation-Arbitration**

If the grievant is not satisfied with the disposition of the grievance at Step Three, the grievant may request a mediator to hear the grievance. The mediator shall be mutually agreed to by the parties. A hearing shall take place at a mutually agreed to time, however no later than twenty (20) days from the request for the service of the mediator. If either party is dissatisfied with the outcome of the mediation hearing, then either party shall have the right to request a hearing before an arbitrator. The request for arbitration shall be made within fifteen (15) days following the mediation session. The request for arbitration shall be by certified mail with a return receipt request to the Superintendent or to the President of the ASSOCIATION.

### **2. Statement of Grievance**

Such request for arbitration of the grievance shall specify the act or condition upon which the grievance is based, the names and addresses of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied and the remedy sought.

### **3. Submission to American Arbitration Association**

**a.** The parties shall mutually petition the American Arbitration Association (AAA) to provide both parties with a panel of arbitrators and an arbitrator shall be selected in accordance with the voluntary rules and regulations of the AAA; provided, however

**b.** The AAA shall have no authority to appoint any arbitrator not acceptable to both the ASSOCIATION and the BOARD. In the event an arbitrator cannot be selected from any list submitted by the AAA, AAA shall be required to submit a new list until an arbitrator mutually acceptable can be selected by the parties.

### **4. Arbitration Hearing**

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the voluntary rules and regulations of the AAA.

### **5. Issuance of Written Decision**

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

**6. Binding Arbitration**

The decision of the arbitrator shall be binding concerning the grievant(s), the ASSOCIATION, and the Board.

**7. Authority of Arbitrator**

The arbitrator shall not have any power to alter, add to, or subtract from the terms of this AGREEMENT, nor to make any award which is inconsistent with the terms of this AGREEMENT or contrary to law.

**8. Arbitrability Challenges**

In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator prior to a ruling by the arbitrator on the merits of the issue. The cost for the services of the arbitrator will be borne equally by the BOARD and the ASSOCIATION.

**9. Release of Grievant**

In the event the arbitrator conducts a hearing during a grievant's regular work hours, the grievant will be permitted released time with pay to attend the hearing.

**I. MISCELLANEOUS**

**1. Hearings to be in Closed Sessions**

All hearing shall be conducted in closed sessions.

**ARTICLE VI**

**TEACHER RIGHTS AND RESPONSIBILITIES**

**A. Labor/Management Relations Committee**

**1. District Labor-Management Relations Committee**

The Superintendent and/or his designated representative and the ASSOCIATION agree to establish a Labor/Management Relations Committee for the purpose of conferring on issues of mutual concern. The Superintendent and each building principal will serve on the Committee; the Association President will designate one (1) member from each building to serve on the Committee. The Superintendent or his designee

will chair the Committee the first semester and the Association President will chair during the second semester if an additional meeting is required.

**a. Scheduled Meetings**

The Committee will meet at least once each year, upon the agreement of the Superintendent and the Association President. Meetings will be scheduled by mutual agreement of the Superintendent and the Association President. Each request for a meeting shall stipulate an agenda of items to be discussed. All meetings shall be held on non-working, mutually agreed times and shall not exceed two (2) hours unless both parties agree to an extension.

**b. Purpose of Committee**

The purpose of the Committee shall be to aid in communications between both parties. The procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussions held by this Committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this Committee shall not result in modifications or additions to this Agreement.

**c. Written Minutes to be Provided**

After each meeting is held and agenda items have been discussed, written minutes of the meeting shall be provided to the Association President, the Board President, the Superintendent and each building principal. The Association secretary shall provide minutes of the meeting.

**2. Building Level Labor-Management Committees**

**a. Composition of Committee**

The parties agree to the establishment of building level Labor-Management Committees composed of one (1) Association member designated by the ASSOCIATION and one (1) Administrator appointed by the building principal.

**b. Purpose of the Committee**

The purpose of this committee shall be to facilitate discussions on matters of concern to either the Administration or the ASSOCIATION which are of significance to the staff at a building as opposed to the staff in the School District.

**c. Committee Meetings**

This Committee shall meet at the request of either the ASSOCIATION representatives or the Administration representatives but no more often than one (1) time each month except by mutual agreement.

**3. Notification of Teachers and Administrators on the Labor-Management Committees**

The ASSOCIATION shall advise the Superintendent, in writing, of the names of the individuals designated as representatives on this Committee for each building. The Superintendent shall notify the ASSOCIATION, in writing, of the names of the individuals designated to serve on this Committee for each building.

**4. Agreement cannot be Changed by Committees**

The parties shall not have the right to change any provision of the AGREEMENT between the parties.

**B. Personnel Files**

**1. One Personnel File to be Maintained by Superintendent**

There will be established and maintained one (1) official personnel file for each teacher of the School District. Such personnel files will be maintained in the office of Superintendent. However, all economic records will be held in the office of the Board Treasurer.

**2. Files Are Public Records**

Such personnel files are public records.

**3. To be Accessible to Public**

They shall be made available for inspection to the general public at reasonable times during business hours.

**4. Copies to Public**

Copies must be supplied at cost to any member of the public seeking

**5. Notice to Employee When Public Reviews File**

Bargaining unit members will be notified when a member of the public reviews the file.

**6. Effects of Changes in Teacher's Employment Status**

Changes in a teacher's status of employment or condition relating thereto shall be made a part of his/her personnel record.

**7. Appeals of Contested Materials**

If and when a teacher and the Superintendent agree that there is adequate evidence that certain material in said teacher's official file is irrelevant, inappropriate, or false, such material will either be corrected or removed from the file.

**8. Right to Attach Rebuttal to Questionable Material**

If a teacher feels that any material included in his/her file is derogatory to his/her conduct, service, or character, he/she shall have the right to respond to it in writing and have a copy of said statement attached to the material in the official file.

**9. Signature and Date of Review by Persons Other Than Administrative Staff**

Any person other than administrative staff or designee must date and sign a form in order to review any personnel files, to the extent consistent with the Public Records Act of Ohio.

**C. Public Complaints About Teachers**

**1. Meetings to be Held at Mutually Agreed to Time**

All meetings involving this procedure shall be scheduled at a time when the employee's representative can be present.

**2. Definition of Complaint**

A complaint shall be defined as any verbal or written expression, resentment or dissatisfaction against an employee by any person while the employee is performing his/her duties for the Board.

**D. Processing of Complaint**

Any complaint regarding a teacher shall be processed in the following manner:

**1. Complaint to be Directed to Principal**

The complaint will be directed by the building principal to the teacher most immediately involved. If the complaint is of such a nature that the building principal does not believe that he/she need become immediately involved in the situation, the principal may direct the teacher to attempt to resolve the complaint with the complainant.

**2. Complaint May be Appealed From Section 1**

Any complaint unresolved from Section 1 may be submitted at the request of the teacher or complainant, either orally or in writing, to the building principal who shall attempt to resolve the matter to the satisfaction of all parties concerned. The teacher may have a representative of his/her choosing present at any or all such meeting(s).

**3. Process to Superintendent Level**

Any complaint unresolved at Section 2 shall be forwarded by the building principal to the Superintendent.

**4. Superintendent to Confer With All Parties**

Upon receipt of the complaint, the Superintendent shall confer with all parties. The teacher may have a representative of his/her choosing present at any or all such meeting(s).

**5. Right to Meet with Board**

After receipt of the findings and recommendation of the superintendent and before action is taken thereon, the Board shall afford the parties an opportunity to meet with the Board. The teacher may choose to have a representative of his/her choosing present at the meeting. Copies of any action taken by the Board shall be forwarded to all parties.

**6. Administrator/Supervisor Notes**

Nothing in this section shall be interpreted to preclude any administrator/supervisor from maintaining a file on any teacher. However, before any material from such a file is placed in the "official" file, the procedures of Section B 8 shall be applicable.

**E. Classroom Teaching**

Classroom teaching shall be performed only by those employees who are hired to perform those duties. Periodically, this policy will have to be suspended. Reasons for these suspensions shall be as follows:

1. Emergencies.
2. Non-availability of a certificated teacher.
3. If a building administrator wishes to teach class or take the place of an absent employee.
4. Other reasons mutually agreed to by the parties.

This provision has no applicability to supplemental contract positions.

**F. Teacher Responsibilities**

Teachers are expected to:

1. Adhere to policies, rules and regulations as established by the BOARD or Administration or this AGREEMENT.
2. Follow the curriculum as outlined and adopted.
3. Cooperate with School District Administration in efforts to improve the instructional and guidance activities.
4. Maintain order, discipline and attention of pupils.
5. Cooperate with health department officials and with school health policies.
6. Attend all teachers' meetings on local and District levels for which the Board has provided released time.
7. Be in regular attendance when possible in the classroom in the interest of consistent instruction.
8. Arrange for make-up work and a time for such work when pupils have been absent. Teachers may require a twenty four (24) notice to provide make-up work requested by parents. Teachers will not be required to (but may) provide advance work requested by a parent for excused absences.
9. Participate in parent-teacher conferences in order to promote better community and pupil understanding. Conferences will not be scheduled

during scheduled instructional time unless extraordinary circumstances so require, as determined by the Building Principal.

10. Secure approval of Principal for use of supplementary texts on a classroom basis.
11. Utilize School District communication systems to communicate with students, parents and the Administration.

**G. Cooperating Teachers**

Post-secondary institutions may provide remuneration to the District when teachers take on the responsibilities of a “cooperating teacher” for post-secondary students to complete their training and education to become licensed as a teacher. In the event this occurs, the District will pay such remuneration to the Cooperating Teacher. Such payment will constitute salary, and will be subject to customary and recurrent payroll deductions.

**ARTICLE VII**

**WORK DAY/WORK YEAR**

**A. Planning-Conference Time**

**1. Duty Free Lunch Period**

Each teacher shall be scheduled for one thirty (30) consecutive minute duty-free lunch period per day.

**2. Planning and Conference Time**

In addition, all teachers shall be normally provided with a minimum of two hundred (200) minutes of planning-conference time per week. It is recognized that because of special scheduling problems, the above provision cannot always be reached at all times in the elementary buildings, but over the course of the year each teacher should average at least two hundred (200) minutes per week.

**3. Alternative Use of Conference Time**

It is understood that such planning-conference time may be used by the individual teacher for:

- a. Planning related to their educational responsibilities;
- b. For parent-teacher conferences;

- c. For meeting and conferences with other teachers, department chairperson, and/or administrators.

**B. In-Service Education**

**1. In-Service Days**

A minimum of two (2) in-service days will be included in each school year calendar.

**2. Non-Student Day**

On these in-service days, classes for students will not be in session.

**3. Days to be Developed by Teachers and Administrators**

The two (2) in-service days will be District-developed by teachers and Administration, with the recommendations given to the Superintendent, or his designee.

**C. Notification and Posting of Vacancies/Positions**

**1. Positions to be Posted**

Announcement of vacancies and newly created positions shall be posted in each Principal's office as soon as possible after they occur.

**2. Summer Announcements**

Announcements for vacancies which may become available during the summer months will be posted online on the KIOSK and the District website and announced on One Call.

**3. Board Right to Determine Qualifications**

The Board reserves the right to make the determination of the best qualified individuals available for filling or not filling any position(s) in the School District.

**4. Rights of Bargaining Unit Members to be Considered for Positions**

No vacancy shall be filled by a person from outside the District until all present employees have had the right to be considered and given a chance to apply for the position.

**5. Request for Transfer to Another Position**

**The Administration will distribute the form between May 1-15.** Any teacher desiring a transfer to another position whether or not a vacancy exists should submit a written request to the Superintendent by June 1. Such written requests shall be reviewed annually and kept on file for a reasonable length of time. The right of assignment of all personnel shall rest with the Superintendent as per O.R.C. 3319.01

**6. Criteria for Filling a Vacancy**

The following shall be included in the criteria for the filling of a vacancy:

- a. Type of certificate
- b. Years taught in the vacant position
- c. Job performance.
- d. In the event there are two (2) or more equally qualified candidates, seniority will be the controlling factor.

**D. Work Day**

**1. Extended for Parent-Teacher Conference**

Normal working days for teachers will be no more than seven and one-half (7 1/2) hours per day. From time to time the normal work day may be extended by the Administration for parent-teacher conferences or scheduled school activities. Twenty-four (24) hour prior notice must be announced by the administration.

**2. Regularly Scheduled Staff Meetings**

The regularly scheduled staff meeting will not add more than approximately one (1) hour per month to an employee's regularly scheduled work day.

**E. Work Year**

The work year for each bargaining unit member shall not exceed one hundred and eighty-three (183) days, with the exception of those members who work more than the basic number of days. Any bargaining unit member who works more than the basic school year shall be paid his/her per diem rate, with the exception of those bargaining unit members whose additional days are paid at a rate different than the rate mentioned in this section.

**F. Kindergarten Teacher Record Day**

Any kindergarten teacher shall receive pay at the teacher rate for one day of extended service for orientation of children. The teacher shall be paid the number of hours worked on that day prorated at his/her per diem rate.

**G. Mentor Program**

1. The District will participate in the Resident Educator Program operated by the Ohio Department of Education.
2. Mentors in the program will receive a stipend of \$1,200 annually, paid in two increments at the end of each semester. The District will continue to compensate the resident educator \$80.00 per regular sub pay and the mentor \$100.00 per day prior to the start of the school year.

**ARTICLE VIII**

**REDUCTION IN FORCE**

**A. RIF - Reduction In Force**

If the BOARD determines that it is necessary to reduce the number of teachers for any of the reasons provided for in Section 3319.17 of the Ohio Revised Code or for financial reasons, the BOARD shall proceed with such reductions in the following manner.

**B. Process for Reduction in Force**

Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows.

**1. All Teachers Placed on Seniority List**

All teachers will be placed on a seniority list for each teaching field for which they are properly certificated.

**2. Continuing Contract Seniority List**

Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority.

**3. Limited Contract Seniority List**

Teachers serving under limited contracts will be placed on the list after continuing contract teachers, also in descending order of seniority.

**4. Seniority Defined**

- a. Seniority will be defined as the length of continuous service as a certificated teacher under regular contract in this District.
- b. Seniority will be defined as an administrator with tenure who may return to the bargaining unit with the same number of years as when he/she left the bargaining unit.

**5. Board Approved Leaves of Absence Including Military Service**

BOARD approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority, with the one exception of up to five (5) years seniority credit for military service as required by law.

**6. Effects of Interrupted Service**

Continuous service will not be interrupted by contract non-renewal or resignation provided that teacher is subsequently rehired within the same calendar year.

**7. Cases of Ties in Length of Service**

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

- a. The date of the BOARD meeting at which the teacher was hired, and then by
- b. the date the teacher signed his/her initial employment contract, if shown on the contracts, and then
- c. any remaining ties will be broken by lot.

**8. Selection of Staff to be Reduced**

Teachers on continuing contracts will be given preference over teachers on limited contracts. Recommended reductions in a teaching field will be based on the teacher's performance, as documented in the most recent evaluation. In the event the evaluations of two teachers are comparable,

the least senior will be laid off. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification, so long as the evaluations of the two teachers are at least comparable. Any teacher eligible to displace another teacher with less seniority must exercise his/her right to do so at the time the teacher is notified he/she will be affected.

**9. Notification to Affected Teachers**

The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights:

- a. No new teachers will be employed by the BOARD while there are teachers on the recall list who are licensed for the vacancy.
- b. Teachers on the recall list will be recalled in the order in which they were reduced for vacancies in areas for which they are certificated.
- c. If a vacancy occurs, the BOARD will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to those provisions. It is the teacher's responsibility to keep the BOARD informed of his/her current address. All teachers are required to respond in writing to the District Office within seven (7) calendar days. Any teacher who fails to respond within the seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.

- 10.** A teacher on recall list will, upon acceptance of notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

**11. Policy Only for Reduction in Force**

The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require the BOARD to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

## ARTICLE IX

### PROCESS OF NON RENEWAL/TERMINATION OF CONTRACTS

#### A. Process of Non-renewal of Regular Limited Contracts

##### 1. **Non-Renewal and Appeal**

If a teacher is on limited contract, the re-employment of such teacher will be at the discretion of the Board, except that the teacher shall have the due process rights under Ohio Revised Code 3319.11. A teacher whose contract is non-renewed can appeal such non-renewal pursuant to Ohio Revised Code 3319.11, but may not grieve such non-renewal under Article V of this Agreement.

##### 2. **Notice of Possible Non-Renewal of Contract.**

Non-tenured teachers, who in the opinion of the teacher's administrative supervisor may face non-renewal of their contracts for reasons of teaching performance, shall have the benefit of the following procedure conducted by the teacher's administrative supervisor:

- a. A conference with the teacher shall be held, during which the teacher must be advised of the cause for possible non-renewal.
- b. The substance of this conference shall be confirmed in writing to the teacher within five (5) working days of the conference completion.
- c. If the Board does not give the non-tenured teacher written notice on or before the 1<sup>st</sup> of June of its intention not to re-employ the teacher, the teacher is considered re-employed for the following school year.

##### 3. **Non-Renewal of Limited Contracts.**

- a. Any limited contract teacher shall be entitled to notice of the Superintendent's intention to recommend nonre-employment ten (10) working days before the Board meeting at which such recommendation is to be made. Such teacher shall be entitled to meet with the Superintendent or his/her designee to discuss the matter before the Board meeting and shall, upon request, be furnished the reasons in writing for the recommendation. (If incidents or conditions occur or arise during the month of May which cause a recommendation of nonre-employment, the teacher shall be notified immediately and given the reasons in writing if requested.)
- b. The evaluation procedures adopted by the Board supersede Ohio Revised Code 3319.111.

- c. The provisions of this procedure shall apply only to regular teaching contracts, and not to supplemental contracts.

**B. Termination of the Contract of a Teacher**

**1. Termination of a Contract**

The contract of a teacher may be terminated for any reason permitted by the Ohio Revised Code.

**2. Procedures of a Termination**

The procedures to be followed up to termination to terminate the contract of a teacher shall be those set forth in the applicable provisions of the Ohio Revised Code.

**3. Appeals of a Termination of a Contract**

A teacher whose contract is terminated can appeal such termination pursuant to Ohio Rev. Code 3319.16. Such termination shall not be grieved pursuant to the provisions of Article V of this Agreement.

**C. Non-Renewal of Supplemental Contracts**

**1. Date of Notification**

All supplemental contracts shall automatically be non-renewed upon the completion of the duty.

**2. Clarification of Non-Renewal of Supplemental Contracts**

No further notification than what is included in this contract need be given to the holder of a supplemental contract

**3. Date of Posting**

All supplemental contracts shall be posted within thirty (30) days of completion of the duty.

**4. Process of Filling of Vacancies for Said Positions**

Before awarding a supplemental contract to a non-certificated employee, the BOARD shall pass a resolution stating that the position has been offered to teachers and no qualified teachers applied and that the position was then advertised for certificated teachers outside the bargaining unit and none applied.

## ARTICLE X

### CONTINUING CONTRACTS

#### A. **Attaining a Continuing Contract**

A teacher must apply to the principal in writing to the building principal by September 15 of the school year in which he or she becomes eligible for continuing contract status, so that evaluation procedures can be completed that year using the appropriate evaluation procedure. Attainment of continuing contract status must be by recommendation of the Superintendent to the Board of Education and cannot be obtained automatically, or by operation of law. Such evaluation will then become the basis upon which the Superintendent will make a recommendation to the Board of Education concerning contract status. This provision of the negotiated agreement supersedes the provisions of Ohio Rev. Code 3319.08 and 3319.11 related to the attainment of continuing contract status.

#### B. **Continuing Contract Eligibility**

Any licensed teacher who meets the requirements of Ohio law for a continuing contract will be eligible to apply for a continuing contract. Such eligibility will only be available upon completion of the teacher's current contract.

#### C. **Non-Awarding of Continuing Contract.**

According to Ohio Revised Code 3319.11

## ARTICLE XI

### EVALUATION PROCEDURES

#### A. **Evaluation Process to be Used**

The teacher shall be evaluated according to the Greeneview evaluation process, which supersedes the evaluation procedures set forth in Ohio Revised Code 3319.111.

#### B. **Evaluation Procedure to be Equally Applied**

The evaluation instrument will be consistent throughout the District for all comparable positions.

**C. Board to Adopt Evaluation Instrument**

It shall be the prerogative of the BOARD to adopt the evaluation instrument. The evaluation procedures shall be at least equivalent to those set forth in Ohio Revised Code 3319.111.

**ARTICLE XII**

**HIRING OF RETIRED TEACHERS**

The following special conditions of employment shall be applicable to any teacher who is retired and collecting retirement benefits from the State Teachers Retirement System (Ohio), or a comparable teacher's retirement system, who is employed/re-employed by the BOARD.

**A. Credit for Prior Teaching Experience**

A teacher who has retired and who is collecting retirement benefits from the State Teachers Retirement System (Ohio) or a comparable teacher's retirement system in another State who is hired/rehired by the BOARD after such retirement shall receive credit for prior teaching experience to a maximum of ten (10) years of such teaching experience without regard to the length of time such retired teacher has been retired, notwithstanding any provision of this Agreement or any provision of the Ohio Revised code which may indicate or require the granting of a different amount of teaching experience credit.

**B. Employment or Re-employment of Retired Teachers**

Teachers who have retired and who are collecting retirement benefits from the STRS (Ohio) or a comparable teacher's retirement system may be employed/reemployed by the Board subject to the following special conditions:

1. For purposes of calculation seniority, the "retired" teacher shall be deemed a new teacher with no prior seniority credit at the time of employment or re-employment.
2. Employment/re-employment shall be on the basis of a one (1) year Limited Contract, which contract shall automatically terminate at its expiration. While there shall be no expectancy of reemployment at the expiration of any one (1) year limited contract issued pursuant to these special conditions, if such teacher is reemployed at the expiration of any one (1) year contract, such re-employment shall be on a one (1) limited contract basis only, which shall automatically terminate at its expiration. A "retired" teacher who is employed/reemployed shall not be eligible for continuing contract status.

**C. Teacher in the Bargaining Unit**

A teacher who is employed pursuant to this Article shall be deemed a teacher in the bargaining unit covered by this Agreement and shall be eligible for all benefits (e.g. insurance, sick leave) available and provided to other teachers.

**D. Deemed New Employee**

A retired teacher who is employed/re-employed who has cashed in his/her sick leave at the time of retirement shall be deemed a new employee for purposes of accumulating sick leave and for all purposes where benefits or conditions are based on continuous service or seniority; provided, however, a retired teacher who is employed on successive one (1) year contracts shall be deemed continuously employed (e.g. no break in service from the date of such employment/re-employment following retirement).

**E. Conversion of Sick Leave to Severance**

A rehired teacher is not eligible to convert accrued unused sick leave to severance upon leaving employment with the district the second time.

**ARTICLE XIII**

**LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

**A. Mission**

The mission of the Local Professional Development Committee (LPDC) is to foster and encourage professional staff development and to insure a fair and equitable processing of certification/licensure.

**B. Purpose**

The LPCD is established for the following purposes:

1. Set standards for professional growth.
2. Accept and approve Individual Professional Development Plans (IPDP).
3. Monitor the educator's attainment of his/her IPDP.
4. Grant prior approval and final approval for professional development activities for certificate/ re-licensing credit.
5. Provide a link between individual educator needs for staff development and district plans for staff development activities.
6. Determine a recommendation regarding re-licensing.

## **C. Duties**

- 1.** Structure and Purpose: In accordance with ORC 3319.22, the LPDC is established to review and implement standards and requirements for professional educator certificates and licenses. The LPDC shall decide equivalent activities toward Continuing Education Units (CEU's\*); develop a format for IPDP for district-wide use; establish a district-wide Entry-Year Program pursuant to Department of Education Rules and Regulations; implement appropriate training for all members; maintain confidentiality and to establish and implement an appeals procedure.

\*Ten (10) contact hours= one (1) CEU.

### **2. LPDC Membership**

- a.** The LPDC shall be comprised of five (5) members. Three (3) shall be teachers. Two (2) shall be administrators.
- b.** Teacher members shall be appointed per GEA Constitution and Bylaws. Administrative members shall be appointed by the superintendent.\*\*
- c.** The duties of the LPDC shall be:
  - (1)** Foster a standard of continuous improvement within the district.
  - (2)** Promote alignment of professional growth with individual, student, building, and district needs and goals.
  - (3)** Emphasize student learning and achievement.
  - (4)** Guide the development of IPDPs.
  - (5)** Consider a broad range of approaches to professional development.
  - (6)** Validate educator professional development by the approval and issuance of CEUs with the district.
- d.** Teacher members shall serve a term of two (2) years in a staggered rotation as per the GEA Constitution and Bylaws. The terms of the administrative members will be at the discretion of the Superintendent.
- e.** In the event there is a vacancy for a teacher member of the LPDC, a new member will be appointed per GEA Constitution and Bylaws to fulfill the vacant term. Administrative vacancies will be filled by appointment of the superintendent.

\*\*Instances where an administrator is seeking an approval of an educational plan the committee composition will change to three (3) administrators and two (2) teachers.

#### **D. Operating Procedures**

1. Members of the LPDC shall elect a chairperson. Additionally, the LPDC shall determine its operating procedures and schedule of meetings by consensus. Where consensus is not possible, a vote of the majority of the full membership of the committee shall be required for action.
2. A member who is not fulfilling his/her duties on the LPDC may be removed for just cause by a vote of a simple majority of all other members of the committee.
3. In accordance with ORC 3319.22 and the Department of Education Regulations, each educator who desires to fulfill license or certificate renewal requirements is responsible for the design of an IPDP subject to approval of the LPDC. The plan shall be based on the needs of the educator, the students, the school, and the District. The IPDP must be approved by the LPDC at least two (2) years prior to issuance of a certificate or license.
4. Educators will complete the IPDP on the prescribed form(s) and in the prescribed manner for the period of time remaining on any provisional or professional certificate(s) license(s). If the IPDP is reviewed by the LPDC and pre-approved, the educator may work toward completion of identified goals throughout the life of the IPDP. The educator should maintain a log of professional growth activities for his/her own review and for later post-approval by the LPDC prior to the time of renewal. The educator should seek approval for any change in the IPDP during its life prior to implementing the change. It is likewise the responsibility of the educator to maintain a personal record of all locally approved CEU's and university transcripts. Previously approved IPDPs of teachers new to the district will be honored by the LPDC.

#### **E. Appeals Process**

1. If the IPDP is rejected by the LPDC, the educator shall be given a copy of the IPDP review criteria with reasons for rejection clearly indicated. Educators may then submit a revised plan within thirty (30) days of the initial rejection notice, or submit additional documentary materials or explanation to justify the plan. Either the educator or the LPDC may request a conference to discuss any such concerns.
2. In the event the LPDC does not approve an educator's IPDP or does not approve the educator's professional development used for renewal of a

certificatory or license, the educator should contact the LPDC Chairperson for direction concerning the initiation of an appeals process.

3. The appeals process shall include the following:
  - a. Rejection by the LPDC of the educator's IPDP and/or other professional development work applied to the renewal of a certificate or license.
  - b. The LPDC and/or educator should request reconsideration.
  - c. Following reconsideration, the LPDC again votes to approve or reject the revised proposal.
  - d. If the lack of approval still exists, the educator may request the formation of a three-person appeals panel which shall review and rule on the LPDC decision.
  - e. The panel shall consist of:
    - (1) The GEA President or his/her designee.
    - (2) The Superintendent of Schools.
    - (3) An educator, from the district, chosen by the educator filing the appeal.
  - f. If further appeal is necessary, the educator may appeal to the Ohio Department of Education as the administrative agency of the Ohio State Board of Education.

**F. Records and Files**

All records, files, and meeting minutes shall be kept in the Central Office.

**G. Evaluation**

At the end of each year the LPDC shall evaluate this section of the Agreement in order to revise as needed. Any recommended changes shall be forwarded to the GEA and Board's negotiating teams.

**H. Compensation**

Each teacher member of the LPDC shall receive 20.00 per hour. The chairperson shall receive 25.00 per hour. The secretary may receive additional compensated hours.

## ARTICLE XIV

### LEAVES OF ABSENCE

#### A. Sick Leave

##### 1. **Fifteen Days Accumulation Per Year**

Each contracted teacher shall be entitled to fifteen (15) days of sick leave with pay for each year of employment by the BOARD to be credited at the rate of one and one-fourth (1 ¼) days per month (O.R.C. 3319.141).

##### 2. **Use of Sick Leave**

Sick leave shall be used for absences due to:

- a. Personal illness.
- b. Pregnancy.
- c. Injury.
- d. Exposure to contagious diseases which would be communicated to other teachers and children.
- e. Illness, injury or death in the immediate family. (Immediate family is defined to mean: spouse, father, mother, sister, brother, child, grandparents, grandchildren, parents-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or any other bona-fide member of the teacher's personal household who resides in the teacher's household.)

##### 3. **Completion of Document Upon Return of Sick Leave**

Upon return from sick leave, the teacher shall furnish a written signed statement on BOARD prescribed sick leave forms specifying the reason the sick leave was used. If medical attention was required, the teacher shall state this on the sick leave form.

##### 4. **Maximum Number of Days of Accumulation**

Sick leave is accumulative to a maximum of 263 days.

**5. Transfer of Accumulated Sick Leave**

A teacher who has accumulated sick leave within the past ten (10) years in another public school district in Ohio shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of days allowable in section 4. as long as the teacher presents a properly certified record of such accumulated sick leave days to the BOARD Treasurer.

**6. Total Accumulation Not to Fall Below Maximum Accumulation**

Total accumulation of sick leave for teachers with the maximum accumulation allowable in section 4 shall not fall below the total at the beginning of the year unless the teacher is absent more than fifteen (15) days.

**7. Falsification of Sick Leave Use**

Falsification of the sick leave statement constitutes just cause for the termination of a teacher's contract pursuant to Ohio Revised Code Section 3319.16.

**8. Exhaustion of Sick Leave**

Teachers who exhaust all sick leave they have earned or have had credited to their account as an advance or from the sick leave bank who remain sick and unable to report for work shall automatically, for up to thirty (30) days, be deemed on leave-without-pay status. During this thirty (30) day period, the teacher MUST apply for appropriate leave. Failure to apply for appropriate leave during this thirty (30) day period is grounds for termination of the teacher's contract for willful failure to return to work.

**B. Sick Leave Bank**

**1. Purpose:**

To donate additional days of sick leave to all employees who have used up all personal sick leave days.

**2. Provisions of Eligibility:**

**a.** All Greeneview Local School District certificated employees (including administrators and others excluded from the bargaining unit) shall be eligible to be members of the sick leave bank.

**b.** After the start of each school year, all employees will receive a written notice of the open enrollment period which will provide an opportunity to enroll in the bank before October 1<sup>st</sup>. Initial

membership will consist of two (2) non-refundable days of sick leave, to be deducted from the employee's sick leave accumulation and transferred to the S.L.B. prior to October 1. Each employee will receive a notice of receipt indicating his/her participation in the program.

- c. Employees may join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's Office during the period of September 1 through October 1.
- d. If fifteen (15) participants are not enrolled by the initial enrollment deadline of October 1, the bank will not be established for that school year.

### **3. Operational Procedures**

- a. Loans will be limited to participating certificated employees for use only in cases of the certificated employee's own, or a member of the employee's immediate family, personal illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the S.L.B. Board. The S.L.B. Board may also consider loans for extreme situations affecting certificated employees who are enrolled in the S.L.B. Certificated employees may apply for up to an additional ten percent (10%) of the days available in the S.L.B. The certificated employee would not be required to repay these additional days.
- b. Applications for loans from the Sick Leave Bank must be made on the certificated employee's Application for Sick Leave Bank Form. A Physician's Statement is required with each application in order to be considered for a loan.
- c. A loan will be considered only after the certificated employee has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System.

### **4. Sick Leave Bank Board**

The Sick Leave Loan Bank is to be regulated by a BOARD consisting of two (2) teachers to be selected by the ASSOCIATION, one of whom will be co-chairman and a permanent member, and two (2) administrators to be selected by the Superintendent, one of whom shall be co-chairman and a permanent member. A physician shall be asked to volunteer as an advisor of the S.L.B. Board. One (1) teacher and one (1) administrator shall be appointed to three (3) year terms.

**5. Loan and Payback Procedures**

- a.** The maximum number of days that a person may borrow from the bank is twenty (20) total days.
- b.** The participant who borrows days from the S.L.B. will have a period of 36 months from the month of the initial loan to repay the days borrowed. One-third (1/3) of the borrowed days must be repaid each year on the last paycheck of the month of the yearly anniversary date of the loan.
- c.** In the event the certificated employee is unable to accrue the total number of required days owed to the S.L.B. (1/3 total borrowed) at the end of each 12-month period, the BOARD will deduct the certificated employee's daily rate times the number of unaccrued days owed for that period.

**6. Policy Procedures**

- a.** In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

"I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Board. All decisions of the S.L.B. Board will be final and binding but not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Greeneview Local School District, the Greeneview Education Association, the S.L.B. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

- b.** Application for the S.L.B. days must be made to the Treasurer.
- c.** The S.L.B. Board shall meet and render a decision within ten (10) days of receipt of request.
- d.** Unused requested days shall be returned to the S.L.B.
- e.** The S.L.B. will begin with two (2) days from each contributing employee. When the fund is depleted below thirty (30) days, each participant will be assessed one (1) additional day. The S.L.B. Board shall be responsible for notifying certificated employees of each assessment period.

- f. Extension of additional days may be applied for in the same manner as original application.
- g. When a certificated employee donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.
- h. All decisions of the S.L.B. Board shall be final and binding, and not subject to the grievance/arbitration provisions of this AGREEMENT.
- i. Guidelines will be reviewed annually by the Sick Leave Bank Board.

**C. Personal Leave**

**1. Reasons for Requesting Personal Leave**

Personal leave may be requested for the purpose of conducting personal business which cannot be conducted during the regular working hours of the teacher.

**2. Excluded Reasons for Use of Personal Leave**

Personal leave shall not be used for rest, recreation, vacation, seeking or engaging in gainful employment, or for leave which would otherwise be available through sick leave.

**3. Request to be Approved by Building Principal**

Upon the approval of the building principal, each teacher may be granted a maximum of three (3) days of personal leave during each school year.

**a. Number of Teachers Able to Use Leave**

No more than ten (10%) percent of the teachers in a building may be granted personal leave on the same day, unless the building principal has provided advance written authorization.

**b. Exclusions for Use of Personal Leave**

Personal leave may not be used:

- (1) The day before or the day after a vacation or holiday.
- (2) During the two (2) week period following the beginning of the school year.

(3) During the two (2) week period prior to the ending of the school year. (In case of a demonstrated emergency, this rule may be waived by the building principal.)

**4. Request to be Completed on Forms**

Requests for personal leave shall be made on the BOARD prescribed forms and shall be submitted to the building principal not later than two (2) calendar days prior to the requested date of use unless under emergency conditions such notice is not possible.

**5. Leave Not to be Deduction of Salary**

Personal leave used in accordance with this Article shall not result in a deduction in pay for the teacher.

**6. Leave Not to be Accumulative**

Personal leave shall not be accumulated from school year to school year.

**7. Leave to be Granted for Following Reasons**

A teacher shall be granted personal leave with the authorization of the building principal:

- a. Attendance at the graduation of a spouse, child, or self.
- b. Attendance at the wedding ceremony of the bargaining unit member or the bargaining unit member's child.
- c. Participation in a wedding ceremony as an official member of the wedding party.
- d. Death of an individual not covered by sick leave.
- e. Legal matters which cannot be resolved or dealt with except during the school day.
- f. Registration for college courses for which there is no after-school or night-time registration.
- g. ASSOCIATION business; after the eight (8) days of ASSOCIATION leave.
- h. Personal business which cannot be conducted at any other time.

**8. Without Detailing the Personal Business**

One (1) day of personal leave for this may be taken each year without detailing the personal business. If more than one (1) day is desired to be taken for this reason, the full particulars of the personal business must be provided on the form requesting the leave.

**9. Leave May be Granted for Emergency Reasons**

Personal leave may be granted for emergency situations not covered in the above listing at the discretion of the Superintendent.

**10. Two (2) Days Granted Without Pay**

Two (2) days per year shall be granted without pay to staff persons to conduct personal business. No reason need be given, but notification of intention to use one of these days shall be required twenty-four (24) hours in advance of the date.

**D. Assault Leave**

**1. Leave to be Granted**

Assault Leave (at no loss of pay) will be available to all teachers of the Greeneview Local School District subject to the following provisions:

**a. Teacher Must be Unable to Perform Duties**

The teacher must be unable to physically perform his/her contracted duties because of a physical injury caused by an unprovoked, unjustified physical attack on said individual while he/she was performing his/her contracted duties with the BOARD.

**b. Information to be Included on Appropriate Form**

A request for assault leave shall be made on the appropriate form which shall include the following information:

- (1) The nature of the injury.
- (2) The date, time and place of the occurrence.
- (3) Identification of the individual or individuals causing the assault (if known).
- (4) Facts and circumstances surrounding the assault.
- (5) A certificate from a licensed physician describing the nature of the physical disability and its probable duration.

**2. Form to be Returned to Superintendent**

The form shall be returned to the Superintendent as soon after the occurrence as is possible and practical. No assault leave may be approved prior to receipt of the written, completed application form.

**3. Request for Examination May be Requested**

The teacher, if requested by the Superintendent, shall consent to an examination at BOARD's expense by a BOARD-designated physician at a reasonable time and place.

**4. BOARD to Determine Applicant's Eligibility for Leave**

The BOARD shall be responsible for determining the applicant's eligibility for assault leave. Such determination shall be based upon the information evidenced by the request form, and the physician's or physician's certification(s) of the need for such assault leave.

**5. Teacher to Cooperate in Pursuing Legal Action**

The teacher shall agree to cooperate fully in pursuing any legal or police action by the BOARD on behalf of the teacher and/or the BOARD.

**6. Maximum Number of Days**

Assault leave will be limited to a maximum of fifteen (15) working days per school year and not chargeable to sick leave or personal leave.

**a. Superintendent Right to Extend Leave**

The Superintendent shall approve additional days upon receipt of additional certification from the physician stating that the initiating condition for assault leave continues to exist.

**7. Rights of Teacher After Exhaustion of Leave**

**a.** If the teacher remains unable to perform his/her contracted duties, he/she may apply for:

- (1)** Sick leave
- (2)** Workers' compensation (if eligible)
- (3)** An unpaid leave of absence
- (4)** Disability retirement.

## **8. Leave is Not Accumulative**

Assault leave days are non-accumulative from one school year to the next.

### **E. Family and Medical Leave**

1. Family and medical leaves of absence without pay are available to teachers who are temporarily unable to work due to:
  - a. Birth of a son or daughter, and to care for the newborn child (such leave must be taken within one (1) year of the birth of the child);
  - b. Placement of a son or daughter with the teacher for adoption or foster care, and to care for the newly placed child (such leave must be taken within one (1) year of the placement of the child);
  - c. The need to care for a spouse, son, daughter or parent of the teacher with a serious health condition; and
  - d. A serious health condition of the teacher that makes the teacher unable to perform one or more of the essential functions of his/her job.
2. Length of Leave. No more than twelve weeks of leave will be granted under this Article in any twelve month period. Newborn or placement leaves are not available beyond twelve months from the date of birth or placement.
3. Eligibility for Leave. Any teacher employed by the Board for at least one year, who works at least 25 hours per week, with at least 1,250 hours worked during the year prior to the onset of the leave of absence, is eligible for Family and Medical Leave pursuant to this Article.
4. Notice, Requests for Leave and Certification. Where the necessity for a leave is foreseeable, the teacher must give notice by requesting leave, in writing, at least 30 days prior to the onset of the leave. If the birth, placement or medical treatment requires leave to begin in less than 30 days, the teacher must give such notice as is practicable.

Where family care leave or teacher disability leave is foreseeable, based on planned medical treatment, the teacher shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the education process, subject to approval of the health care provider as to scheduling.

5. Health Care Provider Certification. Family care leave and teacher disability leave must be supported by a health care provider certification indicating the date the serious health condition commenced, its probable duration, appropriate medical facts regarding the condition, and, for family care leave, a statement that the teacher is needed to care for the family member and

estimate time needed for such care, or for teacher disability leave, a statement that the teacher is unable to perform the essential functions of his/her position. Requests for intermittent or reduced schedule family care or teacher disability leave must be further supported by medical certification as to the necessity and expected duration of the leave, and for planned medical treatments, the dates and duration of each treatment.

6. Second Provider Medical Opinion. The Board may require a second opinion of a health care provider of its own choosing, and at its own expense, concerning the above described certifications. In the event the second opinion disagrees with the opinion of the teacher's or family member's treating physician, the Board may either accept the treating physician's opinion or require a third opinion by a physician mutually selected by the Board and the teacher, with the third opinion controlling. The Board will pay for the third opinion if required. The Board may require periodic updates as to the status of the medical condition.
7. Benefits During Leave. Teachers covered by hospitalization insurance under this Agreement at the onset of a leave may continue to participate in the insurance during the leave on the same terms and conditions that would have applied had no leave been taken. Premium co-pays, are due on the first day of the month. No other employment benefits accrue during an unpaid leave under this Article. Sick leave benefits do not accrue. Vacation benefits will be accrued pro-rata for the portion of the year worked. No sick leave, holiday, jury or witness duty benefits will be paid if such occur during a leave under this Article.
8. Concurrent Leave. FMLA leave runs concurrently with other leaves of absence under this Agreement.
9. Pay Status while on FMLA leave. If the reason for FMLA leave is a reason for paid sick leave pursuant to Paragraph A of this Article, then such leave is paid. Otherwise, FMLA leave is unpaid.
10. Return from Leave. The Board shall return the teacher taking a leave under this Article to the same or comparable position he/she occupied prior to the leave. If a teacher takes a leave which is to terminate within the time of three (3) weeks before the end of a school term, and the leave is of more than five (5) weeks duration, the BOARD may require the teacher to remain on leave for the remainder of the term, under the same conditions as are required by this Article even if all twelve (12) weeks required by law have been used.

**F. Military Duty**

**1. Leave Shall be Granted**

All teachers who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or members of other reserve components of the Armed Forces of the United States shall be granted a leave of absence from their respective teaching assignments for such time as they are in military service or field training or active duty for a period of time not to exceed thirty (30) days in any one (1) calendar year.

**2. Rate of Compensation**

The rate of compensation shall be the difference between the teacher's regular compensation and the remuneration received by him/her for such military service.

**G. Jury Duty**

When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid the difference between his/her jury duty pay and his/her regular salary for the number of days involved.

**H. Court Leave**

In such cases where a teacher is subpoenaed to appear in court for cases which they are not parties, such personnel shall be paid the difference between witness fee and the regular salary for the period of absence.

**I. Other**

The Superintendent, at his/her discretion, may authorize absences for other justifiable (emergency) reasons. However, any payment for such leave shall be at the discretion of the Board.

**1. Request to be in Writing**

Requests for the above provided leaves must be submitted in writing on Board designated forms as soon as the teacher becomes aware that such leave may be necessary.

**J. Teacher Attendance at Professional Meetings**

**1. Superintendent/Designee to Grant Such Leave**

With the prior approval of the Superintendent/Designee, individual teachers may attend:

- a. In-state professional conferences
- b. Workshops or seminars designed to improve professional competence for a maximum of two (2) days.

**2. Granting of Additional Days**

Additional days may be considered. Such conferences, workshops or seminars should be related to the individual's current or pending teaching assignment. (These requirements may be waived at the discretion of the Superintendent.)

**3. Application to be Made to Superintendent**

Application for such professional leave must be made to the Superintendent in writing on Board-prescribed forms at least ten (10) school days in advance of such leave.

**4. Expenses to be Approved in Advance**

All claims for reimbursement of expenses approved in advance, supported by receipts, and submitted in writing to the Superintendent or his/her designee on forms provided by the Superintendent's office, shall be reimbursed.

**5. Full or Partial Payments to be Granted by Superintendent**

Full or partial reimbursements may be made at the discretion of the Superintendent, for such expenses incurred as registration fees (excluding membership dues, fees or assessments); necessary lodging, daily meals (excluding alcoholic beverages); actual and necessary mileage and various miscellaneous incurred costs. Under no circumstances will reimbursement be made for other gratuities.

**6. Reimbursement for Professional Days**

Each teacher will be allocated Five Hundred Dollars (\$500.00) per school year, for the duration of this AGREEMENT, for reimbursement of professional days expenses and/or approved college course work. Guidelines for course work shall be those listed below under "Professional Growth Program."

**K. Professional Growth Program**

1. The Board shall maintain a Professional Growth program for appropriate additional study.

2. Teachers may elect to participate in the program by obtaining advance approval of the Superintendent who will base approval upon the appropriateness of the course work for which compensation is being requested.
3. During the school year, compensation shall be within thirty (30) days of proof of satisfactory completion and documentation of the cost of the approved course.
4. Satisfactory completion for reimbursement shall mean that the teacher receive at least a "B" in the course or pass in a course when pass/fail is the only grading method.

**L. Unpaid Leaves of Absence**

**1. Leave Not to Exceed One (1) School Year**

An unpaid leave of absence not to exceed one (1) school calendar year may be granted at the discretion of the Board for those teachers who have completed at least three (3) full years of service in the District.

Such leave can be taken for educational advancement of a full-time student schedule, educationally related travel or research, or personal illness after exhaustion of paid leave accrual.

**2. Leave Request to be Completed on Appropriate Forms**

With the exceptions of illness, disability and/or maternity-related leaves of absence, written application shall be made on Board prescribed forms to the Superintendent at least sixty (60) days prior to the requested commencement date of such leave.

**3. Form to Include Reason for Leave**

The applicant shall state the purpose of the leave, the period of time involved, and a signed statement regarding the need of said leave. The Board may, at its discretion, grant an extension to an individual on leave, if so requested.

**4. Disability Leave to be For Two (2) Years**

In case of illness or disability, the Board, in accordance with law, shall grant an unpaid leave of absence of up to two (2) years.

**5. Time on Leave Not to Break Continuous Years of Service**

Time spent on approved unpaid leaves of absence shall not break the continuous service of an individual on such leave.

**6. Time Not to be Used for Salary Placement**

However, time spent on such leave shall not be applied to salary schedule increments with the exception of the increment due to an individual who returns from leave and who worked at least one hundred and twenty (120) days in the year prior to commencing such leave.

**7. Parental Leave**

- a. A teacher may be granted up to 1 year for child-care leave after one (1) year of service.
- b. The purpose of such leave of absence shall be to provide the teacher with the opportunity to care for a newborn child or an adopted infant under (5) years of age.
- c. The Board may grant an extension to an individual on leave, if so requested. The Board recognizes that the granting of unpaid child care leave does not preclude a pregnant teacher from also exercising his/her statutory rights to sick leave in accordance with the statutory law of Ohio when the teacher is ill or physically disabled due to pregnancy.

**8. Placement after Return to Duty**

Upon return to service in the District, the individual shall be restored his/her former position, if possible, or to one of comparable status. This provision shall not preclude the Superintendent's right or authority to direct and assign teachers as per O.R.C. 3319.01.

**ARTICLE XV**

**INSURANCE**

**A. Insurance Program**

Employees shall be eligible to participate in a Board-approved health care plan. Two options will be offered, a preferred provider organization (PPO) plan, and a high deductible health plan (\$2000/\$4000) that will include a Health Savings Account (HSA). For employees who elect the HDHP plan (effective date January 1, 2014) the Board will pay \$1,000 into the HAS for an employee with single coverage, and \$2,000 for an employee with family or employee + kids coverage in

the first year of participation. Said contribution will be paid to employees in January, 2014.

**B. Hospitalization/Major Medical Insurance Benefits**

Hospitalization/Major Medical Insurance benefits for teachers and dependents of teachers providing the benefits which are as more fully described in the UHC of Ohio Plus benefits brochure dated April, 1995, issued by United Health Care of Ohio, Inc., as modified by the cost containment provisions recommended in June, 2006; i.e., prescription drug changes, co-payment changes, emergency room changes and urgent care changes, hospital co-pay, deductibles and/or its equivalent secured from another source, or self-insured in whole or in part by the Board.

1. It is recognized that effective with the change in the foregoing Health Insurance Plan, the following changes in the insurance coverage and provision will be made:

Office Visit Copay		\$20
Urgent Care Copay		\$35
ER Copay		\$100
In Hospital Copay		\$250
RX Copays	Tier 1	\$10
	Tier 2	25% \$25 Min, \$45 Max
	Tier 3	\$60
	Mail Order	90 day supply – copays double
Deductible	In Network	\$200 single/\$400 family
	Out of Network	\$400 single/\$800 family
Coinsurance		80%
Out of Pocket	In Network	\$1500 single/\$3000 family
	Out of Network	\$2000 single/\$4000 family

**C. Dental Insurance Benefits**

Dental Expense Insurance for teachers and dependents of teachers as described in the Summary Plan Description Booklet issued by the Southwest Ohio EPC Dental Plan as this plan.

1. The foregoing Medical Benefits Program and Dental insurance shall be available for all teachers on the active working payroll who have made application for such insurance on or before the effective date of this agreement, who are regular teachers employed by the Board, who either: (1) work at least half-time, and work at least thirty-six (36) weeks per year; or (2) have an annual contract with the Board, and for whom coverage is in effect prior to the effective date of this Agreement.

2. The foregoing Medical Benefits Program and Dental insurance shall be available for all teachers who make application for such insurance and/or such teachers who are hired after the effective date of this AGREEMENT, for all such teachers who are regular teachers of the BOARD, who either: (1) work at least half-time and work at least thirty-six (36) weeks per year; or (2) have an annual contract with the BOARD and who complete the required application forms and have the same filed with the office of the Treasurer of the BOARD. Upon completion and filing of the required application forms, on or prior to the thirtieth (30<sup>th</sup>) day of employment on the active working payroll, coverage becomes effective on the date of hire or first day on active working payroll, whichever is the later date.

**D. Medical Insurance Contributions**

The foregoing Medical Benefits Program shall be provided to teachers employed on a full-time basis. Full-time teachers will contribute toward cost of insurance based on the following schedule:

1.	Board Monthly Contribution	Full-Time Teacher Monthly Contribution
	<b><u>Single or Family Plan</u></b>	<b><u>Single or Family Plan</u></b>
	85% of Monthly Premium Cost	15% of Monthly Premium Cost

2. The foregoing Dental Insurance Program shall be provided to teachers employed on a full-time basis with all premium cost for such dental insurance paid by the Board.
3. The foregoing medical insurance shall be provided to teachers employed on a less than full-time basis (less than thirty (30) hours per week), but employed under a regular contract by the Board with the Board's portion of the premium cost being determined based on the number of hours the teacher is under contract to perform service as a percentage of a full-time teaching contract, such percentage being applied against the actual amount of the premium cost. Such part-time teacher shall be responsible for the payment of all premium cost in excess of the Board's contribution toward such cost. Pro-rated medical insurance will be based on thirty (30) hours a week. This means that a teacher who works four (4) hours per day equals twenty (20) hours per week and would have all medical benefits pro-rated based on a thirty (30) hour week. (Ex:  $20/30+2/3$ ) Therefore, the teacher would pay the regular 15% employees portion plus 1/3 of the Board costs on life, medical and dental insurance.

**E. Life Insurance Benefits**

The following Life Insurance Program shall be provided without cost to the full-time teachers covered by this Agreement.

1. Life Insurance in the amount of \$42,500 for all regular full-time teachers who have an annual contract with the Board.
2. Accidental Death and Dismemberment Insurance in the amount of \$42,500 for all regular full-time teachers who have an annual contract with the Board.
3. The Life Insurance specified in Section E. shall be provided without cost to all full-time teachers who are on the active working payroll on the effective date of this agreement, and who are regular full-time teachers of the Board, who have an annual contract with the Board, and for whom coverage is in effect immediately prior to the effective date of this Agreement. The Life Insurance Program specified in Section E. shall also be provided without cost to all regular full-time teachers and/or new full-time teachers who are hired after the effective date of this Agreement, effective on the first day of the month following the date of this Agreement or the date they commence actual employment with the Board, whichever is the later date, for all regular full-time teachers of the Board who have an annual contract with the Board.

**F. Vision Insurance**

Employees may participate in a Board-approved vision care plan. Employees who elect to participate will pay 100% of the premium cost for such coverage.

**G. General Provisions**

1. The foregoing insurances described in Sections B., C and E. shall be continued for any eligible teacher who pays the teacher's portion as set forth in Sections B. and D. during any period when such teacher is on the active working payroll, compensated sick leave, compensated leave of absence, Family and Medical Leave of Absence, non-compensated approved leave of absence of less than thirty (30) days, disability leave of absence of less than ninety (90) days, or for teachers working only during the regular school year and not working during the summer break period, until such teachers either resign their employment status or fail to return to active working status at the commencement of the next school year. Teachers on non-compensated approved leave of absence (except disability leave of absence) of over thirty (30) days' duration who desire to continue insurance coverage described above in Sections B, C. and E. past the period for which the Board has agreed to continue coverage for the teacher may do so by paying the full group premium for such insurance to the Treasurer of

the Board on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued. Teachers on approved disability leave of absence over ninety (90) days' duration who desire to continue such insurance coverage past the period for which the Board has agreed to continue coverage for the teachers may do so by paying one-half (1/2) of the full group premium for such insurance to the Treasurer of the Board on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued for the remainder of the first year of the disability leave. In the event such part premium is timely paid by the teacher, the BOARD will be responsible for the remaining one-half (1/2) of the group premium for the remainder of the first year of the disability leave. In the event coverage is discontinued for any period, the teacher shall have the right to acquire insurance through the insurance carrier in accordance with its policies, and coverage cannot be reacquired through the Board until the teacher returns to active working status.

2. Unless a properly completed application form for any of the insurances described in Sections B, C and E is filed with the Treasurer of the BOARD within thirty (30) days of the date the teacher commences active working status, or returns to active working status from leave, whichever is applicable, coverage will not be available until the next open enrollment period.
3. In the event a teacher desires to change from one type of coverage to a different type of coverage (e.g., single to dependent), the teacher must file a new application with the Treasurer of the Board. For the changed coverage to be effective on the date of the change of marital status of the teacher, the new application must be on file with the Treasurer of the Board prior to twenty (20) days after the event.

4. **All Insurance Subject to Benefits Listed**

Medical benefits and/or all insurance provided pursuant to this Agreement shall be subject to the conditions set forth in any benefits and/or insurance contract secured by the Board; provided, however, if the Board elects to change carriers, any new medical benefits program and/or insurance coverage secured shall be substantially the same as those in effect at the time this agreement is entered into; and provided further in the event any provider changes its benefits and/or insurance contract during the term of this Agreement, such changes, if made applicable to all other comparably situated employers covered by such contract, may be made applicable to the teachers covered by this Agreement.

5. **Effective Date of Resignation of a Teacher**

For purposes of this Article, the effective date of resignation of any teacher shall be either: (1) the day prior to the commencement of the next school

teaching year, or (2) the effective date of resignation as submitted on the teacher's resignation notification, whichever date shall occur first.

**6. Both spouses are Employees**

When both spouses are employees of the Board, they shall be enrolled in either one (1) family plan or two (2) single plans.

**7. Section 125 Plan**

The Board shall adopt and maintain in full force a Section 125 Plan and defray all setup costs associated with such Plan. Pursuant to the provisions of the Section 125 Plan adopted by the Board, teachers shall be able to pay their portion of any insurance premiums payable under this Article, medical expenses, and/or dependent care expenses, with "before tax" dollars. A copy of the Section 125 Plan adopted by the Board will be given to the Association. Each teacher will be furnished with a Summary Plan Description of this Plan. Each new teacher must arrange to have this Section 125 Plan explained at the commencement of employment.

**ARTICLE XVI**

**SALARY/COMPENSATION PROCEDURES**

**A. Salary Schedule**

**1. Placement on Schedule**

For the purpose of applying the salary schedule, each teacher shall be placed in one of the salary classes indicated. The placement to be in accordance with the following requirements:

- a. Class I** - Teachers with less than Bachelor's degree.
- b. Class II** - Teachers with Bachelor's degree with an institution recognized by the Department of Education, State of Ohio.
- c. Class III** - Teachers with Bachelor's degree and thirty (30) hours of additional undergraduate work or a total of one hundred and fifty (150) undergraduate hours with an institution recognized by the Department of Education of the State of Ohio.
- d. Class IV** - Teachers with a Master's degree.
- e. Class V** - Teachers with a Master's degree and who have earned fifteen (15) additional semester hours of graduate degree work earned after the date of receiving the Master's degree. Such work

shall be limited to areas of current certification and/or subject matter area related to the teaching assignment or other work approved by the Superintendent.

- f. **Class VI** - Teachers with a Master's degree and thirty (30) additional semester hours of graduate degree approved course work earned after the date of receiving the Master's. Such work shall be limited to areas of current certification and/or subject matter/area or other work approved by the Superintendent.
- g. **Class VII** - Teachers with a Master's degree and forty-five (45) additional semester hours of graduate degree approved course work earned after the date of receiving the Master's degree, after being placed on column VI, shall be placed on this column. Such work shall be limited to areas of current certification and/or subject matter/area or other work approved by the Superintendent.
- h. A lifetime maximum of eight semester hours earned after the Master Degree is received may be undergraduate hours if approved by the LPDC.

## **2. Credit From Other Experience**

### **a. Credit From Other Schools**

Full credit shall be granted for all experience in elementary and secondary public and non-public schools either within or outside the State of Ohio up to a maximum of ten (10) years. (O.R.C. 3317.13). Full credit shall be granted for teaching experience in chartered non-public school located in Ohio when such teaching was done as a certified teacher. (Included in the ten year maximum above.)

### **b. Credit for Comparable Experience**

Full or partial credit as recommended by the Superintendent and approved by the Board shall be granted up to ten (10) years maximum for job related comparable experience in the teacher's area of certification/licensure.

- c. Teachers who taught in the District before becoming an administrator in the District, and then return to teaching, shall be credited with all years of employment with the District for purposes of placement on the salary schedule.

**d. Military Credit**

Full credit shall be granted for each year of military service in the armed forces of the United States up to a maximum of five (5) years, (O.R.C. 3317.13), included in the ten (10) year maximum.

**B. Definition of Year Credit**

A year of teaching will be considered to be any school year of at least one hundred twenty (120) days under a teacher's contract (O.R.C. 3317.13).

**C. Other Wages**

1. Home Instruction teachers will be paid at the rate of twenty-five (\$25.00) per hour.
2. Alternative School teachers will be paid at the rate of twenty-five (\$25.00) per hour.
3. Summer School teachers shall be paid at the rate of twenty-five (\$25.00) per hour.
4. Saturday Alternative Program teachers will be paid Twelve Dollars (\$12.00) per hour.

**D. Reimbursement for Travel**

Teachers who are required to travel in line with their teaching responsibilities will be reimbursed at the IRS rate of reimbursement for each year of the contract. The adjustment for the IRS rate shall be at the beginning of the fiscal year only.

**E. Pay Procedures, Periods and Deductions**

**1. Method of Pay**

The payment of teacher salaries shall be distributed over the twelve (12) calendar months on the basis of twenty-six (26) periods commencing with the second Thursday following the first day schools are the scheduled. Pay shall be pro-rated equally on the basis of every two (2) weeks over the remaining months prior to beginning of the succeeding year.

**2. Variation of Method of Pay**

In those years where there are more than twenty-six (26) pay periods, the Board Treasurer will adjust the pay date at the beginning of the school year to stay within the twenty-six (26) pays.

### **3. Daily Rate Determined**

The daily rate of pay of each teacher shall be determined by dividing his/her annual contract salary by the number of days in that person's contracted calendar.

## **F. Mid-Year Salary Adjustment**

### **1. Additional Hours Prior to September 1**

If the course work is completed prior to September 1 and transcripts are submitted to the Board Treasurer's office prior to November 1, then any required movement on the salary schedule will be made retroactive to the first pay in September of that same school year.

### **2. Hours Earned After September 1**

If course work is completed after September 1 and transcripts are turned into the Board Treasurer's office prior to March 1, then the required movement on the salary schedule will be made retroactive to the first pay in January of that same school year.

## **G. Salary Adjustments Due to Overpayment**

Any bargaining unit member who has been overpaid shall have his/her overpayment corrected by deleting the overpayment for a period not to exceed one calendar year unless the overpayment is in excess of one year duration of overpayment. In the event the overpayment is for more than one year, the involved bargaining unit member, the Association and the representative of the bargaining unit member shall meet with the Board Treasurer in order to establish a method of repayment.

## **H. Internal Substitution**

A teacher shall be responsible for student instruction during the regular class period. This does not include the teacher's lunch period and planning period. If a teacher is asked more than once in a school year to internally substitute in a class during his/her lunch or planning period for an absent teacher, he/she shall be compensated at the rate of Twelve Dollars (\$12.00) for the duration of this Agreement. This policy excludes teachers who have student teachers.

## **I. Workers' Compensation**

All teachers are protected under State Workers' Compensation Act of Ohio in case of injury or death incurred in the course of and arising out of their employment. A teacher's application for this compensation must be filed by the attending physician within thirty (30) days of the injury.

**1. Individuals Covered Under Workers' Compensation**

Individuals covered under Workers' Compensation will retain all job security per seniority rights up to a maximum of one (1) year or the exhaustion of sick leave, whichever is greater.

**J. STRS Severance Retirement Pay**

Any teacher who has no less than ten (10) years of service in the District who actually retires and is eligible for retirement benefits under STRS upon the date of separation from his/her employment may use his/her unused, accumulated sick leave for severance pay in the following manner and under the following guidelines:

**1. Total Days Per Year**

Calculation for the severance benefit shall be one-fourth (1/4) of the unused, accumulated sick leave not to exceed the allowable accumulation of days in Article XIV A section 4.

**2. Severance to be Paid on Per Diem Rate**

Severance pay shall be made on a per diem rate at the time of actual retirement (contractual salary excluding supplemental contracts divided by the total number of days in the school calendar).

**3. Payment to be Made in Lump Sum**

Payment of severance pay shall be in a lump sum within ninety (90) days after the Board receives notice and written substantiation from the teacher that he/she has actually retired and is receiving retirement benefits from STRS or at a time mutually agreed upon. Such written substantiation must be made to the Board Treasurer within one hundred and twenty (120) days after the teacher actually retires.

**4. Payment Made Only Once**

Such payment shall be made only once to any teacher and shall eliminate all accumulated sick leave to the credit of such teacher.

**5. Rights of Heirs**

In the event of death, any teacher who has ten (10) years of service in the Greeneview Local School District shall be deemed to have retired on the date immediately preceding the date of death. Payment of the retirement pay shall be disbursed in accordance with the applicable

laws of the State of Ohio. The qualified appointed Executor or Administrator of the teacher's estate shall make application for payment of these benefits.

**K. Attendance Incentive**

Any teacher who has not used any personal days for the school year shall have one (1) day added to their sick leave balance. Annually contracted teachers shall be compensated for not using any paid personal leave days per school year. The attendance incentive plan shall be as follows:

**1. Days used of any type of leave other than professional leave.**

<u>Days Used</u>	<u>To Be Received</u>
0	\$250
1	\$150
2	\$100

**2. Benefit to be Received on Last Pay in June**

Teachers shall receive the above payment with the last paycheck in June.

**3. Early Retirement Incentive Plan**

The Board shall study the feasibility of a two (2) year retirement incentive plan as set forth in the appropriate statutes controlling such benefit. It is at the sole discretion of the BOARD to implement such a plan.

**L. Direct Deposit of Pay Checks**

Participation in the direct deposit system shall be required of all teachers.

**ARTICLE XVII**

**EFFECTS OF CONTRACT**

**A. Complete Agreement**

**1. Acknowledgment of Parties**

The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The

understandings and agreement arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this AGREEMENT constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

**2. Prior Negotiated Agreements Not Binding on Parties**

All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this AGREEMENT.

**B. Non-Discrimination**

No teacher will be discriminated against for reasons of race, creed, color, national origin, sex, marital status, handicap or membership or non-membership in the Greeneview Education Association, all as in accordance with and as limited by applicable law.

**ARTICLE XVIII**

**DURATION AND IMPLEMENTATION**

**A. Duration**

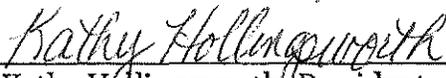
This Agreement shall be effective from 12:01 a.m. August 1, 2013 and shall continue in full force and effect until 12:01 a.m. August 1, 2016 and from year to year thereafter, unless either the Board or the Association serves written notice on the other of its intention to either terminate, amend, or modify this Agreement as required by Article 2, Section C. of this Agreement. Any agreement or amendment supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.

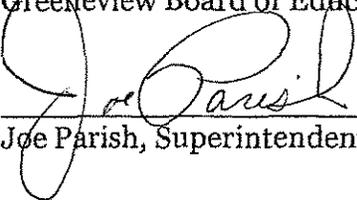
**B. Base for Future Negotiations**

This AGREEMENT shall be the base from which future negotiations shall proceed. If any items in this AGREEMENT are not changed through future negotiations, it shall be carried forward, automatically, in writing, to each future Agreement.

**C. Reopener for Wages and Insurance**

There will be a reopener at the end of the second year of this Agreement for wages and insurance.

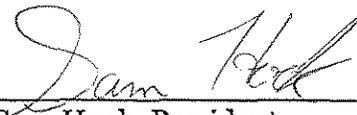
  
\_\_\_\_\_  
Kathy Hollingsworth, President  
Greeneview Board of Education

  
\_\_\_\_\_  
Joe Parish, Superintendent

  
\_\_\_\_\_  
Julie Gibson, Treasurer

  
\_\_\_\_\_  
Robert Wright, Member  
Board of Education

  
\_\_\_\_\_  
Todd Ireland  
Board of Education

  
\_\_\_\_\_  
Sam Hook, President  
Greeneview Education Association

  
\_\_\_\_\_  
Paul Thompson  
Bargaining Team Member

\_\_\_\_\_  
Marlo McCoy  
Bargaining Team Member

  
\_\_\_\_\_  
Lori Bolen  
Bargaining Team Member

  
\_\_\_\_\_  
Jasmine Williams  
OEA Labor Relations Consultant

## Salary Schedule Effective August 1, 2013

30,733 STEP	0.03 BS	BS 150 SH	ME	ME + 15 SH	ME + 30 SH	ME + 45 SH
0	33,192 1.080	35,036 1.140	36,880 1.200	38,724 1.260	40,568 1.320	41,643 1.355
1	33,192 1.080	35,036 1.140	36,880 1.200	38,724 1.260	40,568 1.320	41,643 1.355
2	33,192 1.080	35,036 1.140	36,880 1.200	38,724 1.260	40,568 1.320	41,643 1.355
3	34,421 1.120	36,419 1.185	38,416 1.250	40,414 1.315	42,412 1.380	43,487 1.415
4	35,650 1.160	37,802 1.230	39,953 1.300	42,104 1.370	44,256 1.440	45,331 1.475
5	36,880 1.200	39,185 1.275	41,490 1.350	43,795 1.425	46,100 1.500	47,175 1.535
6	38,109 1.240	40,568 1.320	43,026 1.400	45,485 1.480	47,944 1.560	49,019 1.595
7	39,338 1.280	41,951 1.365	44,563 1.450	47,175 1.535	49,788 1.620	50,863 1.655
8	40,568 1.320	43,334 1.410	46,100 1.500	48,866 1.590	51,632 1.680	52,707 1.715
9	41,797 1.360	44,717 1.455	47,636 1.550	50,556 1.645	53,476 1.740	54,551 1.775
10	43,026 1.400	46,100 1.500	49,173 1.600	52,246 1.700	55,320 1.800	56,395 1.835
11	44,256 1.440	47,483 1.545	50,710 1.650	53,937 1.755	57,164 1.860	58,239 1.895
12	45,485 1.480	48,866 1.590	52,246 1.700	55,627 1.810	59,008 1.920	60,083 1.955
13	46,714 1.520	50,249 1.635	53,783 1.750	57,317 1.865	60,852 1.980	61,927 2.015
14	-	-	55,320 1.800	59,008 1.920	62,696 2.040	63,771 2.075
18	47,944 1.560	51,632 1.680	56,856 1.850	60,698 1.975	64,540 2.100	65,615 2.135
22	49,173 1.600	53,015 1.725	58,393 1.900	62,388 2.030	66,384 2.160	67,459 2.195
26	50,402 1.640	54,398 1.770	59,930 1.950	64,079 2.085	68,228 2.220	69,303 2.255
28	51,632 1.6800	55,781 1.815	61,466 2.000	65,769 2.140	70,072 2.280	71,147 2.315

## Salary Schedule Effective August 1, 2014

31,348 STEP	0.02 BS	BS 150 SH	ME	ME + 15 SH	ME + 30 SH	ME + 45 SH
0	33,855 1.080	35,736 1.140	37,617 1.200	39,498 1.260	41,379 1.320	42,476 1.355
1	33,855 1.080	35,736 1.140	37,617 1.200	39,498 1.260	41,379 1.320	42,476 1.355
2	33,855 1.080	35,736 1.140	37,617 1.200	39,498 1.260	41,379 1.320	42,476 1.355
3	35,109 1.120	37,147 1.185	39,185 1.250	41,222 1.315	43,260 1.380	44,357 1.415
4	36,363 1.160	38,558 1.230	40,752 1.300	42,946 1.370	45,141 1.440	46,238 1.475
5	37,617 1.200	39,968 1.275	42,319 1.350	44,670 1.425	47,021 1.500	48,119 1.535
6	38,871 1.240	41,379 1.320	43,887 1.400	46,395 1.480	48,902 1.560	50,000 1.595
7	40,125 1.280	42,790 1.365	45,454 1.450	48,119 1.535	50,783 1.620	51,880 1.655
8	41,379 1.320	44,200 1.410	47,021 1.500	49,843 1.590	52,664 1.680	53,761 1.715
9	42,633 1.360	45,611 1.455	48,589 1.550	51,567 1.645	54,545 1.740	55,642 1.775
10	43,887 1.400	47,021 1.500	50,156 1.600	53,291 1.700	56,426 1.800	57,523 1.835
11	45,141 1.440	48,432 1.545	51,724 1.650	55,015 1.755	58,307 1.860	59,404 1.895
12	46,395 1.480	49,843 1.590	53,291 1.700	56,739 1.810	60,188 1.920	61,285 1.955
13	47,648 1.520	51,253 1.635	54,858 1.750	58,463 1.865	62,068 1.980	63,166 2.015
14	-	-	56,426 1.800	60,188 1.920	63,949 2.040	65,046 2.075
18	48,902 1.560	52,664 1.680	57,993 1.850	61,912 1.975	65,830 2.100	66,927 2.135
22	50,156 1.600	54,075 1.725	59,561 1.900	63,636 2.030	67,711 2.160	68,808 2.195
26	51,410 1.640	55,485 1.770	61,128 1.950	65,360 2.085	69,592 2.220	70,689 2.255
28	52,664 1.6800	56,896 1.815	62,695 2.000	67,084 2.140	71,473 2.280	72,570 2.315

Salary Base	30733	Experience Levels										
		0	1	2	3	4	5					
<b>Position</b>												
<b>I. Advisors</b>												
A. Senior Class	0.02	615	0.023	691	0.025	768	0.028	845	0.030	922	0.033	999
B. Junior Class	0.02	615	0.023	691	0.025	768	0.028	845	0.030	922	0.033	999
C. Sophomore Class	0.01	307	0.013	384	0.015	461	0.018	538	0.020	615	0.023	691
D. Freshman Class	0.01	307	0.013	384	0.015	461	0.018	538	0.020	615	0.023	691
E. Yearbook												
1. High School	0.02	615	0.023	691	0.025	768	0.028	845	0.030	922	0.033	999
2. Intermediate	0.01	307	0.013	384	0.015	461	0.018	538	0.020	615	0.023	691
F. Newspaper	0.01	307	0.013	384	0.015	461	0.018	538	0.020	615	0.023	691
G. Fall Play	0.025	768	0.028	845	0.030	922	0.033	999	0.035	1076	0.038	1152
Drama/Stage Coach	0.013	384	0.015	461	0.018	538	0.020	615	0.023	691	0.025	768
H. Spring Play	0.025	768	0.028	845	0.030	922	0.033	999	0.035	1076	0.038	1152
I. Student Council												
1. High School	0.025	768	0.028	845	0.030	922	0.033	999	0.035	1076	0.038	1152
2. Junior High	0.025	768	0.028	845	0.030	922	0.033	999	0.035	1076	0.038	1152
J. Nat'l Honor Society	0.013	384	0.015	461	0.018	538	0.020	615	0.023	691	0.025	768
K. Renaissance Advisor	0.018	538	0.020	615	0.023	691	0.025	768	0.028	845	0.030	922
L. Girls & Boys Vars. "G" Advisor	0.018	538	0.020	615	0.023	691	0.025	768	0.028	845	0.030	922
M. Quick Recall*												
1. Advisor	0.025	768	0.028	845	0.030	922	0.033	999	0.035	1076	0.038	1152
2. Ass't Advisor	0.015	461	0.018	538	0.020	615	0.023	691	0.025	768	0.028	845
N. Bus Duty		\$15.00 per hour										
O. Dean of Students	0.07	2151	0.080	2459	0.090	2766	0.100	3073	0.110	3381	0.120	3688
<b>II. Band Director</b>	0.07	2151	0.080	2459	0.090	2766	0.100	3073	0.110	3381	0.120	3688
Asst. Band Director	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
Colorguard Instructor	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
Adm. Asst. Colorguard	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
Head Winterguard Director	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
Asst. Winterguard Director	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537
<b>III. Baseball/Softball</b>												
A. Head Girls' Varsity	0.05	1537	0.053	1613	0.055	1690	0.058	1767	0.060	1844	0.063	1921
B. Reserve Softball	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537
C. Head Boys' Varsity	0.05	1537	0.053	1613	0.055	1690	0.058	1767	0.060	1844	0.063	1921
D. Reserve Baseball	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537
E. Junior High Girls	0.025	768	0.028	845	0.030	922	0.033	999	0.035	1076	0.038	1152
F. Junior High Boys	0.025	768	0.028	845	0.030	922	0.033	999	0.035	1076	0.038	1152
<b>IV. Basketball</b>												
A. Head Girls' Varsity	0.1	3073	0.103	3150	0.105	3227	0.108	3304	0.110	3381	0.113	3457
B. Head Boys' Varsity	0.1	3073	0.103	3150	0.105	3227	0.108	3304	0.110	3381	0.113	3457
C. Reserve Girls	0.055	1690	0.058	1767	0.060	1844	0.063	1921	0.065	1998	0.068	2074
D. Reserve Boys	0.055	1690	0.058	1767	0.060	1844	0.063	1921	0.065	1998	0.068	2074
E. Freshman Boys	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537
F. Freshman Girls	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537
G. 8th Grade Girls	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
H. 8th Grade Boys	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
I. 7th Grade Girls	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
J. 7th Grade Boys	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
<b>V. Cheerleading Advisor</b>												
A. Varsity/Reserve Basketball	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
B. Varsity/Reserve Football	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
C. 9th Grade	0.025	768	0.028	845	0.030	922	0.033	999	0.035	1076	0.038	1152
D. 7th & 8th Grade	0.03	922	0.033	999	0.035	1076	0.038	1152	0.040	1229	0.043	1306
<b>VI. Chorus Director</b>												
A. Regular	0.018	538	0.020	615	0.023	691	0.025	768	0.028	845	0.030	922
B. Show Choir	0.018	538	0.020	615	0.023	691	0.025	768	0.028	845	0.030	922
<b>VII. Cross Country</b>	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
<b>VIII. Detention Monitor</b>		\$10.30 per hour										
Study Table Monitor		\$10.30 per hour										
<b>IX. Extended Days</b>												
A. Library - 10 days		per diem										
B. Band - 20 days		per diem										
C. Guidance - 10 days		per diem										
<b>X. Flag Corp</b>	0.025	768	0.028	845	0.030	922	0.033	999	0.035	1076	0.038	1152

Salary Base	30733	Experience Levels										
		0	1	2	3	4	5					
<b>Position</b>												
<b>XI. Football</b>												
A. Head Varsity	0.1	3073	0.103	3150	0.105	3227	0.108	3304	0.110	3381	0.113	3457
B. Assistant Varsity	0.055	1690	0.058	1767	0.060	1844	0.063	1921	0.065	1998	0.068	2074
C. Assistant Varsity	0.055	1690	0.058	1767	0.060	1844	0.063	1921	0.065	1998	0.068	2074
D. Assistant Varsity	0.055	1690	0.058	1767	0.060	1844	0.063	1921	0.065	1998	0.068	2074
E. Assistant Varsity#	0.055	1690	0.058	1767	0.060	1844	0.063	1921	0.065	1998	0.068	2074
F. Head Junior High 8th	0.055	1690	0.058	1767	0.060	1844	0.063	1921	0.065	1998	0.068	2074
Head Junior High 7th	0.055	1690	0.058	1767	0.060	1844	0.063	1921	0.065	1998	0.068	2074
G. Assistant Junior High	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
H. Assistant Junior High	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
XII. Golf	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
XIII. Junior High Equipment Mgr.	0.009	277	0.012	353	0.014	430	0.017	507	0.019	584	0.022	661
<b>XIV. Soccer</b>												
A. Girls	0.08	2459	0.083	2535	0.085	2612	0.088	2689	0.090	2766	0.093	2843
B. Assistant Girls	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
C. Boys	0.08	2459	0.083	2535	0.085	2612	0.088	2689	0.090	2766	0.093	2843
D. Assistant Boys	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
<b>XV. Strength Coach-Fall</b>	0.03	922	0.033	999	0.035	1076	0.038	1152	0.040	1229	0.043	1306
Strength Coach-Winter	0.03	922	0.033	999	0.035	1076	0.038	1152	0.040	1229	0.043	1306
Strength Coach-Spring	0.03	922	0.033	999	0.035	1076	0.038	1152	0.040	1229	0.043	1306
Strength Coach-Summer	0.03	922	0.033	999	0.035	1076	0.038	1152	0.040	1229	0.043	1306
<b>XVI. Tennis Coach</b>												
A. Girls	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
B. Boys	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
<b>XVII. Track</b>												
A. Head Girls'/Boys' Varsity	0.075	2305	0.078	2382	0.080	2459	0.083	2535	0.085	2612	0.088	2689
B. Varsity Assistant	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
C. Varsity Assistant	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
D. Varsity Assistant	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
E. Head Girls/Boys Junior High	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613	0.055	1690
F. Ass't Junior High	0.02	615	0.023	691	0.025	768	0.028	845	0.030	922	0.033	999
G. Ass't Junior High	0.02	615	0.023	691	0.025	768	0.028	845	0.030	922	0.033	999
<b>XVIII. Volleyball</b>												
A. Head Varsity	0.075	2305	0.078	2382	0.080	2459	0.083	2535	0.085	2612	0.088	2689
B. Assistant Varsity	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
C. 8th Grade	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
D. 7th Grade	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
<b>XIX. Wrestling</b>												
A. Head Wrestling	0.075	2305	0.078	2382	0.080	2459	0.083	2535	0.085	2612	0.088	2689
B. Assistant Wrestling	0.04	1229	0.043	1306	0.045	1383	0.048	1460	0.050	1537	0.053	1613
C. Junior High Wrestling	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460
D. Assistant JH Wrestling	0.02	615	0.023	691	0.025	768	0.028	845	0.030	922	0.033	999
<b>XX. Bowling</b>	0.035	1076	0.038	1152	0.040	1229	0.043	1306	0.045	1383	0.048	1460

Salary Base	31348											
	Experience Levels											
Position	0	1	2	3	4	5	6	7	8	9	10	11
<b>I. Advisors</b>												
A. Senior Class	0.02	627	0.023	705	0.025	784	0.028	862	0.030	940	0.033	1019
B. Junior Class	0.02	627	0.023	705	0.025	784	0.028	862	0.030	940	0.033	1019
C. Sophomore Class	0.01	313	0.013	392	0.015	470	0.018	549	0.020	627	0.023	705
D. Freshman Class	0.01	313	0.013	392	0.015	470	0.018	549	0.020	627	0.023	705
E. Yearbook												
1. High School	0.02	627	0.023	705	0.025	784	0.028	862	0.030	940	0.033	1019
2. Intermediate	0.01	313	0.013	392	0.015	470	0.018	549	0.020	627	0.023	705
F. Newspaper	0.01	313	0.013	392	0.015	470	0.018	549	0.020	627	0.023	705
G. Fall Play	0.025	784	0.028	862	0.030	940	0.033	1019	0.035	1097	0.038	1176
Drama/Stage Coach	0.013	392	0.015	470	0.018	549	0.020	627	0.023	705	0.025	784
H. Spring Play	0.025	784	0.028	862	0.030	940	0.033	1019	0.035	1097	0.038	1176
<b>I. Student Council</b>												
1. High School	0.025	784	0.028	862	0.030	940	0.033	1019	0.035	1097	0.038	1176
2. Junior High	0.025	784	0.028	862	0.030	940	0.033	1019	0.035	1097	0.038	1176
J. Nat'l Honor Society	0.013	392	0.015	470	0.018	549	0.020	627	0.023	705	0.025	784
K. Renaissance Advisor	0.018	549	0.020	627	0.023	705	0.025	784	0.028	862	0.030	940
L. Girls & Boys Vars. "G" Advisor	0.018	549	0.020	627	0.023	705	0.025	784	0.028	862	0.030	940
<b>M. Quick Recall*</b>												
1. Advisor	0.025	784	0.028	862	0.030	940	0.033	1019	0.035	1097	0.038	1176
2. Ass't Advisor	0.015	470	0.018	549	0.020	627	0.023	705	0.025	784	0.028	862
<b>N. Bus Duty</b>		\$15.00 per hour										
O. Dean of Students	0.07	2194	0.080	2508	0.090	2821	0.100	3135	0.110	3448	0.120	3762
<b>II. Band Director</b>												
Asst. Band Director	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
Colorguard Instructor	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
Adm. Asst. Colorguard	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
Head Winterguard Director	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
Asst. Winterguard Director	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567
<b>III. Baseball/Softball</b>												
A. Head Girls' Varsity	0.05	1567	0.053	1646	0.055	1724	0.058	1802	0.060	1881	0.063	1959
B. Reserve Softball	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567
C. Head Boys' Varsity	0.05	1567	0.053	1646	0.055	1724	0.058	1802	0.060	1881	0.063	1959
D. Reserve Baseball	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567
E. Junior High Girls	0.025	784	0.028	862	0.030	940	0.033	1019	0.035	1097	0.038	1176
F. Junior High Boys	0.025	784	0.028	862	0.030	940	0.033	1019	0.035	1097	0.038	1176
<b>IV. Basketball</b>												
A. Head Girls' Varsity	0.1	3135	0.103	3213	0.105	3292	0.108	3370	0.110	3448	0.113	3527
B. Head Boys' Varsity	0.1	3135	0.103	3213	0.105	3292	0.108	3370	0.110	3448	0.113	3527
C. Reserve Girls	0.055	1724	0.058	1802	0.060	1881	0.063	1959	0.065	2038	0.068	2116
D. Reserve Boys	0.055	1724	0.058	1802	0.060	1881	0.063	1959	0.065	2038	0.068	2116
E. Freshman Boys	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567
F. Freshman Girls	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567
G. 8th Grade Girls	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
H. 8th Grade Boys	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
I. 7th Grade Girls	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
J. 7th Grade Boys	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
<b>V. Cheerleading Advisor</b>												
A. Varsity/Reserve Basketball	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
B. Varsity/Reserve Football	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
C. 9th Grade	0.025	784	0.028	862	0.030	940	0.033	1019	0.035	1097	0.038	1176
D. 7th & 8th Grade	0.03	940	0.033	1019	0.035	1097	0.038	1176	0.040	1254	0.043	1332
<b>VI. Chorus Director</b>												
A. Regular	0.018	549	0.020	627	0.023	705	0.025	784	0.028	862	0.030	940
B. Show Choir	0.018	549	0.020	627	0.023	705	0.025	784	0.028	862	0.030	940
<b>VII. Cross Country</b>												
	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
<b>VIII. Detention Monitor</b>		\$10.30 per hour										
Study Table Monitor		\$10.30 per hour										
<b>IX. Extended Days</b>												
A. Library - 10 days		per diem										
B. Band - 20 days		per diem										
C. Guidance - 10 days		per diem										
<b>X. Flag Corp</b>												
	0.025	784	0.028	862	0.030	940	0.033	1019	0.035	1097	0.038	1176

Salary Base	31348	Experience Levels										
		0	1	2	3	4	5					
<b>Position</b>												
<b>XI. Football</b>												
A. Head Varsity	0.1	3135	0.103	3213	0.105	3292	0.108	3370	0.110	3448	0.113	3527
B. Assistant Varsity	0.055	1724	0.058	1802	0.060	1881	0.063	1959	0.065	2038	0.068	2116
C. Assistant Varsity	0.055	1724	0.058	1802	0.060	1881	0.063	1959	0.065	2038	0.068	2116
D. Assistant Varsity	0.055	1724	0.058	1802	0.060	1881	0.063	1959	0.065	2038	0.068	2116
E. Assistant Varsity#	0.055	1724	0.058	1802	0.060	1881	0.063	1959	0.065	2038	0.068	2116
F. Head Junior High 8th	0.055	1724	0.058	1802	0.060	1881	0.063	1959	0.065	2038	0.068	2116
Head Junior High 7th	0.055	1724	0.058	1802	0.060	1881	0.063	1959	0.065	2038	0.068	2116
G. Assistant Junior High	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
H. Assistant Junior High	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
XII. Golf	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
XIII. Junior High Equipment Mgr.	0.009	282	0.012	360	0.014	439	0.017	517	0.019	596	0.022	674
<b>XIV. Soccer</b>												
A. Girls	0.08	2508	0.083	2586	0.085	2665	0.088	2743	0.090	2821	0.093	2900
B. Assistant Girls	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
C. Boys	0.08	2508	0.083	2586	0.085	2665	0.088	2743	0.090	2821	0.093	2900
D. Assistant Boys	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
XV. Strength Coach-Fall	0.03	940	0.033	1019	0.035	1097	0.038	1176	0.040	1254	0.043	1332
Strength Coach-Winter	0.03	940	0.033	1019	0.035	1097	0.038	1176	0.040	1254	0.043	1332
Strength Coach-Spring	0.03	940	0.033	1019	0.035	1097	0.038	1176	0.040	1254	0.043	1332
Strength Coach-Summer	0.03	940	0.033	1019	0.035	1097	0.038	1176	0.040	1254	0.043	1332
<b>XVI. Tennis Coach</b>												
A. Girls	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
B. Boys	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
<b>XVII. Track</b>												
A. Head Girls'/Boys' Varsity	0.075	2351	0.078	2429	0.080	2508	0.083	2586	0.085	2665	0.088	2743
B. Varsity Assistant	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
C. Varsity Assistant	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
D. Varsity Assistant	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
E. Head Girls/Boys Junior High	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646	0.055	1724
F. Ass't Junior High	0.02	627	0.023	705	0.025	784	0.028	862	0.030	940	0.033	1019
G. Ass't Junior High	0.02	627	0.023	705	0.025	784	0.028	862	0.030	940	0.033	1019
<b>XVIII. Volleyball</b>												
A. Head Varsity	0.075	2351	0.078	2429	0.080	2508	0.083	2586	0.085	2665	0.088	2743
B. Assistant Varsity	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
C. 8th Grade	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
D. 7th Grade	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
<b>XIX. Wrestling</b>												
A. Head Wrestling	0.075	2351	0.078	2429	0.080	2508	0.083	2586	0.085	2665	0.088	2743
B. Assistant Wrestling	0.04	1254	0.043	1332	0.045	1411	0.048	1489	0.050	1567	0.053	1646
C. Junior High Wrestling	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489
D. Assistant JH Wrestling	0.02	627	0.023	705	0.025	784	0.028	862	0.030	940	0.033	1019
<b>XX. Bowling</b>												
	0.035	1097	0.038	1176	0.040	1254	0.043	1332	0.045	1411	0.048	1489

**GREENVIEW LOCAL SCHOOLS  
REQUEST FOR PERSONAL EMERGENCY LEAVE**

All requests for personal emergency leave must be submitted and approved by the Building Principal at least two (2) calendar days prior to the requested leave date.

Employee Name: \_\_\_\_\_ Requested Leave Date: \_\_\_\_\_

Building: \_\_\_\_\_ Current Job Assignment \_\_\_\_\_

Number of personal emergency leave days approved or used this year: \_\_\_\_\_

I certify that I have requested personal emergency leave for the reason cited in Article 9.03, and if approved, will use it according to the negotiated Agreement. I understand that paid personal emergency leave will not be used for rest, recreation, vacation, or for seeking or engaging in gainful employment or for leave which would otherwise be available through sick leave.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

This personal emergency leave request is \_\_\_\_\_ approved \_\_\_\_\_ not approved.

\_\_\_\_\_  
Building Principal's Signature

\_\_\_\_\_  
Date

GREENEVIEW LOCAL SCHOOL DISTRICT  
4 S. Charleston Road  
Jamestown, Ohio 45335

MEMORANDUM

To: Certified Employee  
From: Joe Parish, Superintendent  
Subject: Sick Leave Bank

\_\_\_\_\_ I wish to participate in the Sick Leave Bank. I understand that one (1) day sick leave will be deducted from my accumulated total and that I may be assessed at a later time for additional days. I also understand that I am eligible to benefit from the S.L.B. if and when there is a need and the proper procedures set forth are followed.

\_\_\_\_\_ I do not wish to participate in the S.L.B. and fully understand that I will not be eligible for any benefits derived from this Bank.

A. In consideration of the benefits of participating in the S.L.B., each Applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

"I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Board. All decisions of the S.L.B. will be final and binding and not subject to grievance. I further agree to abide by such decisions and to indemnify and hold harmless the Greeneview Local School District and the Greeneview Education Association, the S.L.B. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by them concerning this application."

B. When an employee makes a donation to the Bank, he/she agreed to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.

This form must be returned to the Superintendent prior to October 1.

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
School or Building

\_\_\_\_\_  
Receipt Verification

**GREENVIEW LOCAL SCHOOL DISTRICT  
4 S. Charleston Road  
Jamestown, Ohio 45335**

**EMPLOYEE APPLICATION FOR SICK LEAVE BANK**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Number of Sick Days Used this School Year \_\_\_\_\_

Number of Sick Days Used for Current Illness \_\_\_\_\_

Employee's Reason for Request (be specific) \_\_\_\_\_

\_\_\_\_\_

Estimate of Additional Days Needed \_\_\_\_\_

Name of Attending Physician \_\_\_\_\_

Address of Attending Physician \_\_\_\_\_

\_\_\_\_\_

Telephone Number of Attending Physician \_\_\_\_\_

***Please submit request to Superintendent***



## MEMORANDUM OF UNDERSTANDING

### INSURANCE

In consideration of the respective rights, obligations and liabilities of the parties hereto, the sufficiency of which is hereby acknowledged, the Greeneview Local School District Board of Education (hereinafter "Board") and the Greeneview Education Association, OEA/NEA (hereinafter "Association") agree to amend Article XV, Insurance, Paragraph B, Hospitalization/Major Medical Insurance Benefits, to read as follows:

Hospitalization/Major Medical Insurance benefits for teachers and dependents of teachers providing the benefits which are as more fully described in the UHC of Ohio Plus benefits brochure dated April, 1995, issued by United Health Care of Ohio, Inc., as modified by the cost containment provisions recommended in June, 2006; i.e., prescription drug changes, co-payment changes, emergency room changes and urgent care changes, hospital co-pay, deductibles and/or its equivalent secured from another source, or self-insured in whole or in part by the Board.

It is recognized that effective with the change in the foregoing Health Insurance Plan, the following changes in the insurance coverage and provision will be made:

Office Visit Copay		\$20
Urgent Care Copay		\$35
ER Copay		\$100
In Hospital Copay		\$250
RX Copays	Tier 1	\$10
	Tier 2	25% \$25 Min, \$45 Max
	Tier 3	\$60
	Mail Order	90 day supply – copays double
Deductible	In Network	\$200 single/\$400 family
	Out of Network	\$400 single/\$800 family
Coinsurance		80%
Out of Pocket	In Network	\$1500 single/\$3000 family
	Out of Network	\$2000 single/\$4000 family

The above amendment to Article XV, Paragraph B will be substituted for the provision that was tentatively agreed upon during the negotiations between the Board and the Association that resulted in a collective bargaining agreement for the period beginning August 1, 2013 and ending July 31, 2015.

This Memorandum of Understanding shall expire on July 31, 2015.

Dated at Jamestown, Ohio this \_\_\_\_ day of June, 2013.

For: Greeneview Local School District  
Board of Education

For: Greeneview Education Association,  
OEA/NEA

By Kathy Hollingsworth  
Kathy Hollingsworth, President  
Greeneview Board of Education

By Sam Hook  
Sam Hook, GCEA President  
Association Negotiator

By Joe Parish  
Joe Parish, Superintendent

By Paul Thompson  
Paul Thompson, Negotiator

By Julie Gibson  
Julie Gibson, Treasurer

By \_\_\_\_\_  
Lori Bolen, Negotiator

By Robert Wright  
Robert Wright, Board Member

By \_\_\_\_\_  
Marlo Mitch, Negotiator

Todd Ireland  
Todd Ireland, Board Member