



07/01/2021
0569-01
21-MED-04-0661
40504

MASTER AGREEMENT

between the

Greenville City Board of Education

and the

Greenville Education Association

Effective Through



June 30, 2024

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BOARD OF EDUCATION
GREENVILLE EDUCATION ASSOCIATION
MASTER AGREEMENT

A G R E E M E N T

This Agreement made and entered into in Greenville, Ohio by and between the Board of Education of the Greenville City School District (hereinafter referred to as the Board) and the Greenville Education Association (hereinafter referred to as the Association), for and on behalf of the employees in the bargaining unit set forth in Article I of this Agreement.

ARTICLE I - RECOGNITION

SECTION 1 – Bargaining Unit

For the purpose of collective bargaining, the Board recognizes the Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent as defined in Chapter 4117 ORC for the full-time and regular part-time certificated or licensed instructional employees; hereinafter referred to as members, who at a minimum provide half-time service to the Board. Instructional employees shall mean those certificated or licensed employees who are as follows (but not limited to):

- A. Regular classroom teachers
- B. Nurses
- C. Counselors, Social Workers
- D. Librarians
- E. Speech and hearing therapists
- F. Art, Music, Physical Education, and Special Education Teachers,
- G. Career Technical Teachers
- H. L.D. Tutors
- I. Unit teacher (Gifted Program), Discovery Program
- J. Teachers employed through Federal and State Funded Programs

SECTION 2 - Other Agreements and Representation Election Procedures

The Board agrees not to enter into any agreement or contract with its employees, individually or collectively, which, if any, conflicts with the terms and provisions of this Agreement. The Board also agrees not to negotiate with or recognize any employee organization other than the Association as representative of employees in the bargaining unit so long as the Association retains its status as exclusive representative pursuant to R.C. 4117.

Any challenges to the Association's exclusive representative status shall be conducted pursuant to R.C. 4117.

ARTICLE II - BOARD-ASSOCIATION RESPONSIBILITIES

SECTION 1 - Intent and Purpose

The Board and the Association each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, all for the purpose of providing high quality education for the students in the Greenville City Schools.

SECTION 2 - Board Rights

Unless something different has been agreed to herein, the Board retains the right to:

- A. Determine matter of inherent managerial policy as provided in 3313.47 and 3313.20 of the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;
- D. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
- E. Suspend, discipline, non-renew, demote, terminate, layoff, recall, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the school district;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the school district.

SECTION 3 - Building Faculty Representatives

The Association may designate building/faculty representatives for each school in the district. The names of the building/faculty representatives will be provided to the building principal upon request.

- A. A staff person may request the presence of a faculty representative, or another employee of the Greenville City Schools at evaluation conferences.
- B. A staff person may request the presence of an association representative at any meeting during which the staff person believes that discipline may be the result of such meeting.
- C. A staff person may request the presence of an association representative at any grievance hearings.
- D. If a representative is unavailable in any of the above-described circumstances, the meeting may be recessed for up to twenty-four (24) hours or one (1) school day so that the staff person may obtain a representative.

SECTION 4 - Association Rights

- A. The Association may schedule the use of school buildings for professional meetings subject to the same rules and regulations governing the use of the buildings by other organizations, except that the usual rental fee will be waived. The use of a building for profit for the Association will cause the rental fee to be invoked.

- B. The Board shall not arbitrarily deny to the Association the use of mailboxes and those bulletin boards designated for teachers only. Use of any school property shall not be used to identify or acknowledge membership or non-membership in the Association. Courier service may be used by the Association as long as school business has priority. However, the Association must purchase its own materials.
- C. The Association shall be granted the right to use Fax machines and email for Association business as these and other technologies are introduced. Such use shall not interfere with the business of Greenville City Schools. The Board may charge the Association a reasonable fee for use of such technology.
- D. The Association shall be granted six (6) days of Association leave each school year. Two (2) additional days shall be granted if the GEA reimburses the Board for the cost of the substitutes. If substitutes are unavailable, members of the bargaining unit will cover the class of the absent employee at no additional cost to the Board. The Association President shall notify the Superintendent or designee as far in advance as possible of the purposes, dates, and person(s) who will be using the leave.
- E. Students will not be used to perform an Association task.
- F. Association Financial Security
 - 1. Each person in the bargaining unit, after thirty (30) calendar days of the teacher's work year or after thirty (30) calendar days of initial employment, must decide whether to become a member of GEA.
- G. Monthly Association Day - The Association shall have the second Thursday of each month for Association meetings. No building or district meeting (excluding meetings of the Board of Education) shall be scheduled by the administration on such date that is in conflict with such Association meetings without prior approval thereof by the Association President or otherwise in an emergency as determined by the Superintendent.

SECTION 5 - Non-Discrimination

Any employee allegation of discrimination due to race, color, religion, sex, age, national origin, disability, gender or gender identity, sexual orientation, or Association activity shall be pursued in accordance with state and/or federal law but shall not be subject to the grievance procedure.

SECTION 6 - New Teachers

When available, names and addresses of newly employed teachers shall be provided to the Association following Board approval of their contracts, upon request, after the regularly scheduled August Board meeting.

SECTION 7 - Access to Schools

The President of the Association and/or a designee and/or the Labor Relations Consultant of the Association shall have the right to visit schools. Either prior to or immediately upon arrival at any school, the President and/or the Labor Relations Consultant shall advise the Principal or, in his/her absence, the acting building administrator, of the desire to visit the school and secure permission of said administrator to make the visit. Such permission shall not be denied without cause. Such visits will not interfere with typical instructional day.

SECTION 8 - Representation on Committees

A. Labor Relations Council

The Superintendent, and not more than three representatives of the Administration that may include a Board member, may meet once a month with four representatives of the Association at a mutually agreed time and place to discuss matters of mutual concern. The council may meet at a mutually agreed time and place in order to discuss matters of concern brought forth by either party, unresolved Principals' Advisory Committee issues, and, pursuant to Article II, Section 13, building safety concerns. The LRC may not be used as a substitute for collective bargaining nor may the LRC be used to discuss discipline of individual employees. Agendas will be exchanged prior to the meeting. Minutes of such meetings, if prepared, will be approved by both parties prior to distribution.

B. Principals' Advisory Committee

The Labor Relations Committee will be assisted by the Principal's Advisory Committee organized in each building by the building principal. One GEA Building Representative will serve by virtue of office. Such Principal's Advisory Committee will meet monthly at the request of either party. Items which are unresolved at the building level will be submitted to the Labor Relations Committee for consideration if the problem involves two (2) or more buildings, and to the Superintendent or his/her designee if it is a single building issue.

C. Strategic Planning Committee

The Greenville City Schools Strategic Planning Committee includes GEA Building Faculty Representatives serving on each PAC by virtue of office or an alternate designee approved by the GEA President. Said committee shall convene at the discretion of the Superintendent.

D. Evaluation Committee

The Evaluation Committee shall include no more than three representatives of the administration and three GEA appointed representatives. The committee may annually review the evaluation procedures and evaluation instrument. The evaluation procedure will be in conformance with the Ohio Teacher Evaluation System (OTES).

1. Teacher members of the committee will receive release time for committee work and training.
2. Agenda items and proposed changes from either the GEA or Administrator committee members must be furnished to the entire committee seven (7) working days prior to any scheduled committee meeting.
3. Minutes of the meetings will be distributed to committee members, Association President and Superintendent seven (7) working days following committee meetings.

During the term of the contract, any changes to the terms of Article II, Section 11 that are mandated by the General Assembly will be subject to a Memorandum of Understanding and ratification by both the Board and the Association as required by Ohio Revised Code 4117.

E. High Quality Student Data (HQSD) Committees

The association and board agree to establish two HQSD committees, one K-6 and one 7-12. The HQSD Committee shall be comprised of an equal number of administrators and teachers with a minimum of 2 administrators and 2 teachers and a maximum of 3 administrators and 3 teachers.

1. Members of the committee shall receive training in all aspects of OTES 2.0 and HQSD. The cost of any training shall be the responsibility of the board of education.
2. Teacher members of the committee will receive release time or paid time for committee work and training.
3. The committee will establish the policies, procedures, and processes, including the evaluation instrumentation and determination of the HQSD, for the evaluation of teachers in the District and will regularly review the effectiveness of the aforementioned items.

SECTION 9 - Board Meetings

The Treasurer of the Board will furnish the President of the Association with an advance copy of the agenda and minutes to be picked up the Friday prior to the regularly scheduled Board meeting, if possible, or received by school mail on the following Monday or first day school is in session during that week. The Treasurer of the Board will furnish the President of the Association with a financial report when available.

Subject to the same time allotments generally made to the public, a representative of the Association may address the Board during any public meeting.

SECTION 10 - Administrative-Staff Communications

In the interest of improving communications between administration and staff, every effort shall be made to seek and use teacher input relating to changes in educational programs, changes of classroom situation and other matters directly affecting effective teaching. Except in an emergency, discipline of teachers will be handled at school and in private.

SECTION 11 - Evaluation

The Board and GEA acknowledge that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

The Ohio Teacher Evaluation System (OTES 2.0) reflects the spirit and intent of the State law and guidelines developed by the Ohio Department of Education per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code. The evaluation of guidance counselors shall be in accordance with State law sections 3319.113 and will follow the Ohio School Counselor Evaluation Model (OCES). The evaluation of other personnel shall continue to follow the alternative procedure Addendum C.

The Evaluation procedure(s) for local decisions points to be used subject to this article of the Agreement will be mutually agreed to by the Evaluation Committee and ratified by the Board and GEA. The district will use the required 2.0 system for conducting, documenting, and reporting educator evaluation.

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
 1. Teachers working under a license issued under sections 3319.22, 3319.26, or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction;
 2. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction;

3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction; and,
 4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
- B. Classroom observations of the work performance of a teacher for the purpose of a formal evaluation (written) shall be conducted openly with the observer visible to the teacher. All results and conclusions of performance assessments must be documented and supported by evidence.
 - C. All evaluations or reports on an observation must be dated and signed by the teacher electronically. Such signatures shall not necessarily indicate agreement with the evaluation.
 - D. Teachers shall be permitted to affix comment to any evaluation or report on an observation prior to the placement of the evaluation or report in the teacher's permanent file. Such comments will be submitted within five (5) working days after knowledge of such report or evaluation.
 - E. Prior to October 30, all members to be evaluated during the school year shall participate in a professional growth plan or improvement plan conference with their building administrator.
 - F. When an improvement plan is deemed necessary, the member shall receive recommendations regarding the improvements and outlining the means by which the member shall obtain and receive assistance in making such improvement. The administrator shall allow the member reasonable time to allow for improvement.
 - G. The person responsible for overseeing and completing the teacher evaluation process must hold OTES 2.0 credentials and be a full time district administrator. The evaluator shall not be a bargaining unit member. In the event an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.
 - H. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least five (5) working days between formal observations. The walkthrough shall be at least five (5) consecutive minutes, but no more than fifteen (15) minutes in duration.
 - I. The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation once every three years with a professional growth plan, one observation and one conference required annually or an improvement plan may be required.
 - J. The Board elects to evaluate a teacher receiving an effectiveness rating of "Skilled" on the teacher's most recent evaluation once every two years with a professional growth plan, one observation and one conference required annually or an improvement plan may be required.
 - K. Teachers at an ineffective level on the OTES 2.0 must comply with an improvement plan, as part of the OTES 2.0 Framework, developed by the credentialed evaluator. The administration will approve the improvement plan.
 - L. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing, developing, implementing, monitoring, and improving local evaluation policies,

procedures and processes, including revisions to the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure, and process, including the evaluation instrument, for the evaluation of teachers in the District. The committee shall be comprised of three (3) Administrators appointed by the Board or its designee and three (3) GEA members appointed by the GEA. Members of the committee will receive release time for committee work and training or be paid at an hourly rate for work performed outside of the contractual work day.

- M. Two pieces of High Quality Student Data (HQSD) for the evaluation shall be from the following:
1. Value added (VA) data for those teachers who have only value-added assessed subjects; the entire student academic growth factor will be based upon Value Added. (may only be 1 of 2 pieces)
 2. In situations where District purchased ODE approved assessments are available for teachers without Value Added data, the ODE approved assessment must be used as one piece of HQSD for teachers. For teachers with value added data, district purchased ODE approved assessments may be used as one piece of HQSD.
 3. Locally determined options as approved by the HQSD Committee.
- N. All OTES 2.0 documents are available on the Ohio Department of Education Website.
- O. All indicators on the Teacher Performance Evaluation Rubric do not have to have evidence associated with them. However, it is important that the evaluator have enough evidence to make a determination of the holistic rating for that teacher.
- P. An evaluation of a teacher will not be conducted for the following: (1) A teacher who is on an approved leave for 50 percent or more of the school year as calculated by the Board; or (2) has submitted a notice of retirement and that notice has been accepted by the Board not later than December 1 in the school year in which the evaluation is otherwise scheduled to be conducted.
- Q. For the purpose of high-stakes decisions (RIF) using the Ohio Standards for Teacher Performance (and not student growth data), all ratings except "Ineffective" are considered comparable.
- R. A teacher who is assigned an evaluation rating of "Ineffective" for and has not demonstrated through an improvement plan that improvement and performance standards have been met will be considered a Poorly Performing Teacher.
- S. A conference shall be held between the evaluator and the teacher to discuss the teacher's performance, prior to any final recommendation by the Superintendent of Schools. The member shall have the right to a representative at this conference pursuant to the provisions of this Article.
- T. When the building administrator, director, or Superintendent deems that a member's performance is ineffective/unsatisfactory and it is the administrator's intention to recommend non-renewal of a contract; termination of a contract; non-approval of a request for a continuing contract; non-approval of a request for certification or licensure application request; changes in contract status and non-approval of tenure; the Building Administrator shall notify the teacher in writing of his/her intent and circumstances leading to that decision, at least seven (7) days prior to any official Board or administrative action.

U. Review of procedural compliance shall be obtained pursuant to R.C. 3319.11 for any member non-renewed or through the grievance procedure for all other members. Should such a review result in a finding that procedures have not been substantially complied with appropriate contractual and/or statutory relief shall be made.

V. The contents of observations and evaluations conducted in accordance with this section are not grievable.

SECTION 12 – In-service Education Program

In-service does not end with the identified days. It is understood that the building principals, with staff input, are responsible for improvements of staff and that in-service may be included during regular staff meetings.

SECTION 13 - Building Safety Concerns

Any teacher who becomes aware of a safety problem in a building shall immediately report the problem to the building principal. It shall be the responsibility of the building principal to investigate the problem and take appropriate corrective action. If appropriate corrective action is not taken within a reasonable period of time, the issue may be referred to the Labor Relations Committee.

ARTICLE III - STAFF REDUCTIONS AND TRANSFERS

SECTION 1 - Staff Reduction

When, by reason of decreased enrollment of pupils, return to duty of regular employees after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, the elimination of a curricular offering to students, or lack of funds, the Board determines that it is necessary to reduce the number of employees, the Board will use attrition to the extent possible. If attrition is not adequate, the Board may make a reasonable reduction. Prior to making such reduction, representative of the Board will meet with the Association and advise them of the reason for the reduction. In making such reduction, the Board will suspend teachers' contracts in accordance with the recommendation of the Superintendent. If the contemplated reduction involves the elimination of a curricular program, the Superintendent shall solicit input from the Labor Relations Council referenced in Article II, Section 8 of this contract. The Superintendent shall, within each teaching field affected, give preference to teachers on continuing contracts and then to teachers who have greater seniority. For the purpose of this section, a teacher's seniority is determined by "the date" the employee has commenced work with the Board in a bargaining unit position and, thereafter, served continuously in a bargaining unit position. For the purpose of this section, "the date" shall be defined as the first work day of the individual employee's teaching contract. A teacher who resigns his or her employment with the Board and subsequently is reemployed by the Board in a bargaining unit position within five (5) years of his/her resignation shall retain all seniority earned by him/her while previously employed by the Board once he/she has completed at least five (5) consecutive years of service with the Board in a bargaining unit position upon his/her return. Prior to completing five (5) consecutive years of service with the Board upon his/her return, the teacher shall accumulate seniority from the date of his/her most recent hire by the Board.

Should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:

1. Certification/Licensure within the affected teaching field;

2. Comparable evaluations as defined in this Agreement; (Article II; Section II-Evaluation)
3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

If the necessary reduction of staff not be met through the suspension of limited contract teachers in the affected field through the above-mentioned method, only then shall continuing contract teachers be reduced by utilizing the following order:

1. Certification/Licensure within the affected teaching field;
2. Comparable evaluations as defined in this Agreement; (Article II; Section II-Evaluation)
3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

In the case of a tie, the following provisions will be used in order of presentation:

1. Total years of Greenville teaching service (non-continuous years)
2. Total teaching experience
3. Random Lottery drawing of those with seniority ties. The procedure will work as follows: The names will be printed on 5x7 index cards and folded in half. They will be placed in a container and mixed. The Superintendent will draw the first name. That person will then become the most senior member. This process will continue until all cards have been drawn and a seniority list for the current RIF is established. A separate lottery shall be conducted for any additional RIFs that occur after the aforementioned seniority list is established. This procedure shall be conducted in the presence of the Superintendent, an Association representative and the teachers affected (if they wish to be there).

Employees whose limited contracts are suspended as a result of reduction in force shall be placed on a recall list for eighteen (18) months following the last contract day as defined in Article V; Section 1; Item B-Annual Salary Work Year. Continuing contract teachers whose contracts are suspended as a result of reduction in force shall be placed on a recall list in accordance with Section 3319.17 of the Ohio Revised Code, which provides that such teachers shall have the right of restoration to continuing contract status.

Employees whose contracts are suspended will have the right of restoration to continuing service status in the order of seniority of service in the district, if and when teaching positions become vacant or are created, in which any such employees are qualified.

Employees who are suspended shall be retained on the recall list for eighteen (18) months after the date of the last contract day as defined in Article V; Section 1; Item B-Annual Salary Work Year. An employee may be removed from the recall list if he/she:

1. Waives his/her recall rights in writing
2. Resigns
3. Fails to accept recall position for which he/she is certificated or licensed within five (5) days of notification

4. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured

Whenever possible, employees whose contracts are suspended will be used as substitutes. Employees whose contracts are suspended may maintain, at their expense, fringe benefits in effect at the time of their reduction at group rates then in effect for up to eighteen (18) months, or as otherwise may be provided by COBRA.

SECTION 2 - Documentation of Seniority Lists

By March 1st of each year, a list shall be compiled including the names of all teachers according to contract type (continuing and limited) and seniority (continuous service in the bargaining unit) including all areas of certification or licensure for each teacher. All approved leaves of absence will count toward continuous service for seniority purposes. A copy of this list shall be posted in each teacher's lounge in the District and shall be sent to the Association President. Employees shall have until March 25th to file a written challenge to the list. The list shall be binding on all employees until March 1st of the next year.

SECTION 3 - Assignment and Transfers

Copies of a list of known vacancies in teaching, administration, and supplemental positions will be posted in each school building in the Greenville City School District. Employees desiring to be considered for any such vacancy shall apply in writing to the Central Office. Employees will be notified by the appropriate administrator of his/her decision relative to their application. Any change in such assignment between buildings required by the needs of the Greenville City School District will be made known to the employee in writing as soon as possible.

Except temporarily (not to exceed one year) for good cause and with the approval of the employee, employees will not be assigned outside the scope of their teaching certificates or licenses or their major or minor field of certification or licensure in the secondary schools.

Any employee desiring to be considered for possible vacancies which may occur during the summer months shall file written notice of intention with the Central Office prior to June 1st, together with address and telephone number where he/she may be reached. If/when vacancies occur outside of the teacher work year, such vacancies shall also be posted electronically.

Where the qualifications of applicants are relatively equal, in the opinion of the Superintendent, preference shall be given to the most senior teacher on the seniority list. Seniority shall be determined by the date the employee commenced work (first day of work in the system) and served continuously in the district.

Transfers will be on a voluntary basis whenever possible. However, the proper operation of the Greenville City School District will necessarily require on occasion that involuntary transfers be made. In making involuntary transfers, the convenience, wishes and seniority of the employee will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the Greenville City School District and the pupils. Involuntary transfers will be made only after a conference between the teacher, the principal, and the Superintendent concerning the reasons for the transfer.

When a transfer is involuntary (on the part of the teacher) and it requires the teacher to move to a new room or a new location the District shall provide:

1. Moving materials such as boxes, containers, tape etc.

2. Personnel to physically assist in the moving/boxing of materials.
3. An established moving schedule, subject to change as circumstances dictate.
4. Release time and/or substitutes when the transfer is done during the contractual school year. The teachers and building administrator will meet and confer regarding the amount of time the move will take.
5. Compensation of \$100 to the teacher for moves outside of the contractual school year, to be paid within 60 days of the completion of the move.

ARTICLE IV - ADJUSTMENT OF GRIEVANCES

SECTION 1 - Grievance Defined

“Grievance”, as used in this Agreement, is a complaint, dispute or controversy by an employee or a group of employees which involves the interpretation or application of this Agreement. In the event the grievance affects teachers in more than one building, such grievance shall be filed with the Superintendent at Level 2. All grievances will be signed by the teachers involved or otherwise identify in writing all teachers, or class of teachers which the Association believes have been allegedly aggrieved.

The Association shall have fifteen (15) days after the initial filing date to amend the teachers or class of teachers.

SECTION 2 - Procedure

Prior to the filing of any grievance by an employee, the employee and Association representative shall hold an identified informal conference with the appropriate administrator(s), or designee(s), in an attempt to satisfy the complaint, dispute or controversy.

A. Level 1

Within ten (10) working days after the grievant knows or should have known of the occurrence that constitutes the basis for the grievance, such grievance may be submitted in writing to the Building Principal or immediate supervisor, as appropriate. The grievant may confer with the Building Principal or immediate supervisor regarding his/her grievance. The grievant may elect to be accompanied by an Association Representative. The Principal or immediate supervisor shall give his/her answer in writing to the Grievant and Grievance Chairperson within five (5) working days after the grievance is submitted.

B. Level 2

If an agreeable settlement is not reached at Level 1, the grievance may be presented within five (5) working days thereafter at a conference between the grievant, an Association Representative, if requested by the grievant, the Superintendent, and the Building Principal or immediate supervisor. The Superintendent shall give his/her answer in writing to the Grievant and Grievance Chairperson within five (5) working days after the grievance is so presented.

C. Level 3

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Board within five (5) working days after receipt of the written memorandum of the Superintendent's action on the grievance. The appeal must include specific reasons why the action taken by the Superintendent is not satisfactory to the employee. The written appeal to the Board shall be filed with the Treasurer of the Board and the Treasurer will provide a copy to the Superintendent.

Within seven (7) working days of the receipt of the written appeal, the Board shall conduct a hearing at which the employee, Association representative (if any), and administration may present their positions on the grievance. The hearing shall be private unless the employee requests a public hearing. The employee and administration shall be advised of the time, place, and date for such hearing as set by the Board President. The Board shall act upon the grievance within seven (7) working days after the conclusion of the hearing. The action taken by the Board shall be sent to the Grievant and the Grievance Chairperson.

D. Level 4

If the action taken by the Board does not resolve the grievance to the satisfaction of the employee, the Association may submit the issue to binding arbitration provided a written notice of its intention to do is filed with the Treasurer of the Board no later than ten (10) working days after the Grievance Chairperson received the decision of the Board at Level 3.

Representatives of the Board and Association shall jointly submit a demand for arbitration to American Arbitration Association. Selection of the arbitrator shall be according to the voluntary rules and regulations of the AAA. The cost of the arbitrator shall be paid by the losing party.

No grievance may be submitted to arbitration without the approval of the Association.

The decision of the arbitrator shall be binding on both the Board and the Association.

E. Miscellaneous

The right to process a grievance shall be forfeited if the grievance is not presented or appealed at any level of this procedure within the specific time limits or the procedures set forth herein are not complied with. If a grievance is not presented or appealed to a higher level of this procedure, it shall be deemed waived.

No reprisals of any kind shall be taken by either party or by any member of the Administration against any party of interest, or any other participant in the grievance procedure.

A grievance may be withdrawn at any level without prejudice or record.

No records, documents or communication concerning a grievance shall be placed in any personnel file of any of the participants in the grievance procedure.

All grievance responses shall be directed to both the grievant and the Association's Grievance Representative.

Upon written request the timeline governing the processing of grievances shall be extended for one additional identical period of time at each grievance level.

ARTICLE V - COMPENSATORY ITEMS

SECTION 1 - Annual Compensation

All employees in the bargaining unit shall be issued written contracts in accordance with Chapter 3319, Revised Code of Ohio. The annual salary for each employee will be in accordance with the salary scheduled attached hereto as Schedules “A”, “B”, and “C”.

The following salary increases have been agreed to:

	Percentage Increase	Schedule
2021-2022	2% Increase	A
2022-2023	2% Increase	B
2023-2024	2.25% Increase	C

Years of experience placement data will be maintained by the treasurer’s office for the life of this agreement.

Additionally, a one-time recognition payment of \$400 will be made in September 2021.

Additionally, as recognition for continued help through the transition to normal and catching up our students from the pandemic, lump sum payments of \$300 will be made on the second pay in June 2022, June 2023, and June 2024 for those members who had an attendance rate of 95% or better for the preceding school year. Use of sick, dock and other unpaid leaves of absence will be used when determining the 95% attendance rate. Based on a 184-day contract, 95% attendance is achieved by the staff member being absent no more than 9 days during the year.

A. Workforce Development

In determining the salary class placement of a teacher in the workforce development area and not holding a bachelor’s degree upon first employment, four (4) years work experience will be accepted as bachelor’s degree level and placed on the salary index as a regular teacher provided the State Department of Education will issue a teaching certificate or license in that respective career technical area. Each two (2) years beyond the four (4) will count as a year of teaching experience when determining the placement on the salary schedule when initially hired. No work experience of any kind shall be accepted in lieu of college training unless such work experience shall have been in or directly related to the specific vocational field in which the member is to teach. In crediting college training and work experience combined, the college training shall be credited first. The State Department of Education must verify years of work experience.

The following three paragraphs provide further clarification of the above paragraph:

1. Beginning with the 2015-16 school year career tech teachers who do not have a Bachelor’s Degree at the time of initial employment with the District shall have four full years of work experience in, or directly related to, the career-tech field for which they are hired credited to having a Bachelor’s Degree for placement at the Zero Years’ experience step on the salary schedules.
2. Additional full years of work experience for teachers described in para. 1 above shall be credited to them on the salary schedules as one (1) year of teaching experience for each two (2) full years of work experience, not to exceed a total of twenty (20) years beyond the initial four (4), equating to a maximum of ten (10) years teaching experience on the salary schedules.

3. Beginning with the 2015-16 school year career tech teachers who do have a Bachelor's Degree or more at the time of initial employment with the District shall have their previous full years of work experience in or directly related to the career tech field for which they are hired credited to them on the salary schedules as one (1) year of teaching experience for each two (2) full years of work experience, not to exceed a total of twenty (20) years, equating to a maximum of ten (10) years teaching experience on the salary schedules.

A teacher in the workforce development area holding an eight-year vocational certificate or license shall be placed in the salary schedule column BS 150.

A teacher in the workforce development area holding an eight-year vocational certificate or license and having a bachelor's degree in education or engineering shall be placed in the salary schedule column MA.

B. Annual Salary – Work Year:

The annual salary shall be paid in equal semi-monthly installments during the term of the teacher's contract according to the schedule attached to the salary notice or written teacher's contract.

The annual salary of employees is based upon one hundred eighty-four (184) duty days to be made up as follows:

- 180 Student Days (including two parent/teacher conference days and two waiver days)
- 1 In-service Day before the first student day of the school year.
- 3 Work Days as follows:
 - any day before the first student day of the school year
 - first work day after the last day of first semester
 - last day of school year

The first teacher work day can be coordinated with the building administrator to occur twelve (12) business days prior to the first student day of the school year.

All teachers are required to attend the annual open house in their building. The open house shall be scheduled for no more than one and one-half (1 ½) hours.

Effective with the 2019-2020 school year the open house will be on the date of the "Work Day" before the first student day. The open house shall be counted as part of the teacher work day beginning with the 2019-2020 school year.

The Superintendent, in consultation with the President of the Association, may convert one (1) or more student days into professional development days if school is closed for more than five (5) days due to weather or other public calamity and the District will have sufficient student instructional time for that school year under state law.

C. Salary Schedule Placement & Advancement:

Changes in salary classification shall be made at the beginning of the next school year for those employees who have submitted proof of completion of sufficient summer or extension school credits/ degree. Where possible, employees must report such credits/degree to the Treasurer by September 1 or the first scheduled workday for teachers, whichever is later.

To substantiate and maintain placement on the Master's Degree column of the negotiated salary schedule, the employee must provide the Superintendent no later than October 30th, with a copy of the official transcript indicating that a Master's Degree has been awarded by a properly accredited University or College.

Salary increases based on placement or advancement on the salary schedule shall be retroactive to the beginning of the school year and will be disbursed equally among remaining paychecks. Increases will not be reflected in the employee's paycheck until approved by the Board.

Advancement from the Bachelor's column: Employees may elect to use undergraduate or graduate level credit for advancement from the Bachelors column to the Bachelors plus fifteen (15) and Bachelors plus thirty (30) columns.

Advancement from the Masters column to the Master Plus fifteen (15) column: Undergraduate credits earned prior to January 1st, 2000 will be counted indefinitely toward advancement from the Masters column to the Masters plus fifteen (15) column. Credits earned after January 1st, 2000 must be graduate level credits to qualify the employee for advancement from the Masters column to the Masters plus fifteen (15) column.

In computing years of service under the Schedules "A" & "B" and "C", credit will be given for each school year, not less than 120 days, such teacher served as a teacher in a state accredited school system, including up to 5 years of military service. The Superintendent may evaluate such service for each new teacher. Parts of different years of service shall not be added together to constitute a year of service.

Teachers new to the district will be placed on the existing salary schedule according to verification of the following:

1. Type of certificate or license
2. Previous years' experience
3. Educational hours (official transcript) per college and/or university attended

The above information shall be the responsibility of the employee to insure that the proper verification has been received by the Superintendent prior to the dates noted above. The Superintendent will notify the teacher upon receipt of a transcript.

SECTION 2 – Compensation

A. Supplemental Duty Compensation

Employees in the bargaining unit assigned supplemental duties shall be issued a written supplemental contract in addition to their regular contract. The compensation for such additional services shall be in accordance with the supplemental duty schedules attached hereto as Schedule "D". Length of the supplemental contract shall be indicated on the contract with payment being computed on a per diem basis according to a proportion of the number of days of service divided by the supplemental contract length. As for example: Length of contract – 150 days. Date of Superintendent hiring 15 days into contract period. Service days remaining – 135 days. Per Diem rate is salary divided by 150. Daily rate would be multiplied by 135 days.

Copies of a list of known vacancies in supplemental positions will be posted in each school building in the District. Members desiring to be considered for any such vacancy shall apply to the Central Office. Members who apply will be notified in writing by the Superintendent of his/her decision relating to this application.

Any bargaining unit member who applies for a posted supplemental position will be given first consideration and an initial interview before the position can be offered to individuals outside the bargaining unit. A non-bargaining unit member, who held the supplemental position the preceding year, may be given first consideration, provided he/she has effectively fulfilled his/her duties in the judgment of the Superintendent/designee. No supplemental contract will be issued without a negotiated job description. Such job description shall be in place no later than July 1 of the effective school year of the supplemental contract. The determination of the duties contained in the job description shall be retained by the Board as preserved in the Board Rights Clause.

Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the member's regular duties. Members performing supplemental duties shall be issued written, individual, limited contracts that include:

1. Duration of supplemental agreement
2. Title of supplemental position
3. Amount of supplemental compensation
4. Supplemental job description with specific duties defined and all additional duties that may be directed by the Principal and naturally flow from those specifically delineated.
5. Starting and ending dates.

For salary purposes the effective date of the supplemental salary index will be August 1 of the upcoming contract year, based upon the base pay that is in effect at the beginning of that school year. All non-athletic supplemental duty salaries will be paid within the next complete pay period following the completion of the contract associated with that duty. All athletic supplemental duty salaries will be paid within the next complete pay period following the completion of the final varsity game associated with that sport. Per Diem rates, if necessary, will be calculated with reference to the sports' season schedules established by the Ohio High School Athletic Association.

B. Non-Indexed Compensation

All hourly rates of pay, stipends and other non-indexed compensation listed in this agreement, shall not be increased by the index increases in Schedules "A", "B" and "C".

C. Extended Service Days

All extended service agreements shall be added to this Master Agreement by addendum and shall be compensated at the employee's per diem rate. Due to the ever-changing requirements at the local, state and national levels, the Board retains the right to adjust the number of extended service days without entering into bargaining with the GEA. In the event of a need to reduce the number of extended service days, the Board agrees not to reduce the number of days by more than twenty-five percent (25%) per year. Additional ESDs may be added at the discretion of the Board/Superintendent.

Employees will be required to complete an accountability work log containing documentation of duties performed during the extended service contract. This accountability work log will be submitted to the responsible administrator at the conclusion of the contractual year's extended service days.

If extended service is reduced or expanded, the direct administrator and teacher will jointly determine what duties/responsibilities will be omitted/added from/to the next year’s work log. These general duties shall be defined as those duties which are performed during time in excess of the regular school contract year that may be in addition to the employee’s regular duties.

D. Individual Education Plans (IEP) Compensation

The Board shall compensate employees who write Individual Education Plans (IEPs) in the amount of five hundred sixty five dollars and forty five cents (\$565.45) annually (once per school year).

SECTION 3 - Mileage Reimbursement

Employees assigned to more than one (1) building, required to use their own automobiles for transportation in order to perform their duties, will be reimbursed when they must travel from one building to another within the same day.

Employees who are periodically required to travel and use their own automobiles for transportation shall be reimbursed when they travel fifty (50) miles or greater roundtrip.

The mileage reimbursement will be established as the IRS rate in effect January 1 of each calendar year; and a mutually agreed upon mileage chart will pre-determine the mileage allowance for specific destinations.

SECTION 4 - Medical Insurance Coverage

Each full-time employee covered by this Agreement, will have the option to enroll in either a Preferred Provider Organization (PPO) plan (deductible \$100/\$200) or High Deductible (HDHP) plan (deductible \$2,000/\$4,000). Those who elect insurance coverage pursuant to this section, shall contribute toward the monthly premiums as follows:

For those electing the PPO coverage, the Board will contribute eighty-five percent (85%) of the premium cost for the PPO plan for each employee and each full-time employee will contribute fifteen (15%) of the premium cost.

For those electing the HDHP coverage, the Board will contribute eight-five percent (85%) of the premium cost for the HDHP plan for each employee and each full-time employee will contribute fifteen percent (15%) of the premium cost. Additionally, for those full-time employees electing the HDHP coverage, the board will contribute the following amounts into the employee owned Health Savings Account (HSA):

	2022	2023	2024
Employee Only	\$500	\$400	\$300
Employee + Child(ren)	\$750	\$600	\$500
Family	\$1,000	\$800	\$700

Part-time employees covered by this Agreement may acquire the same insurance protection by; contributing fifty percent (50%) of the monthly premium and the Board contributing fifty percent (50%).

Additionally, for those part-time employees electing the HDHP coverage, the board will contribute the following amounts into the employee owned Health Savings Account (HSA):

	2022	2023	2024
Employee Only	\$250	\$200	\$150
Employee + Child(ren)	\$375	\$300	\$250
Family	\$500	\$400	\$350

Coverage shall include a non-gatekeeper PPO with the following plan factors:

	CORE PLAN IN NETWORK	OUT OF NETWORK
Office Visit Co-Pay	\$20.00	
Urgent Care Co-Pay	\$35.00	
ER Co-Pay	\$75.00	
RX Co-Pay	\$10 Generic \$20 Brand Name Formulary \$30 Non-Formulary	
RX Mail Order	3 Months for the Cost of 2 Months	
Percentage Paid Carrier/Employee	90%/10%	70%/30%
Deductibles	100/200	300/600
Out of Pocket Max	1000/2000	2000/4000

SECTION 5 - DENTAL Insurance

The Board will continue to provide one hundred percent (100%) of the monthly dental insurance premium.

SECTION 6 – Insurance Companies/Incentive

A. Choice of Insurance Companies

The insurance companies providing the within coverage (Section 4 and 5) shall be at the choice of the Board. The Association shall be given sixty (60) days’ notice of any potential change in the choice of insurance companies.

A change in carriers shall not result in less benefits as previously provided but shall be the same or better than those defined in the Health Schedule of Benefits in effect during the current contract.

B. Insurance Incentive

Any employee who chooses to withdraw his/her enrollment from the school district’s health insurance policy or to change enrollment from a family plan or employee with children plan to a single employee plan will receive \$1000 for the first year of withdrawal and \$750 for the second year of withdrawal. In order to receive the incentive, the employee must have had coverage for the proceeding 12 month period. All opt-out payments need to run through a Section 125 Cafeteria Plan.

If the employee opts out of coverage and wishes to re-enter later in the year, the incentive will be returned to the district on a pro-rata basis depending on the number of months effected.

SECTION 7 - Vision Insurance

The Board will provide 100% of the monthly vision insurance plan premium. This plan shall include:

1. Exam, lenses and frames every twenty-four (24) months with full coverage for necessary contact lenses; \$100.00 cosmetic contact lenses allowance.
2. \$10.00 deductible on examinations; \$15.00 deductible on materials.
3. If the employee chooses to receive services outside the VSP panel, they will be reimbursed according to the non-panel reimbursement schedule.

SECTION 8 - Super-Severance

In the event an employee who has a minimum of ten (10) years continuous full-time service with the Board resigns his/her employment with the Board for retirement purposes effective the end of the work year and he/she "first becomes eligible" to retire through the State Teachers Retirement System, he/she shall receive a lump sum payment of fifty percent (50%) of his/her accumulated but unused sick leave to a maximum of eighty (80) days. Payment of such super-severance shall be at the employee's daily rate of pay at the time of retirement excluding supplemental contracts. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she "first becomes eligible" to retire through the State Teachers Retirement System, shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to severance pay provided elsewhere in the contract. "First Becomes Eligible" is defined as the minimum years of age and/or service eligibility for reduced service retirement benefits or unreduced service retirement benefits.

Payment pursuant to this provision shall be made in two (2) equal installments as follows:

1. The first payment shall be made within fifteen (15) days of the treasurer's receipt of confirmation from STRS that the employee is retired and receiving STRS benefits.
2. The second payment shall be made and received by the employee within twelve (12) months of the first payment.

In order to be eligible to receive super-severance pursuant to this provision, the employee must tender his/her resignation to the Board for retirement purposes effective at the end of the school year no later than April 1 of the year in which he/she first becomes eligible to retire.

SECTION 9 - Severance Pay

An employee with a minimum of ten (10) years continuous full-time service in the district, who elects to retire, shall be paid for all or part of his/her unused sick leave up to a maximum of forty (40) days of pay. Up to such maximum, accumulated sick leave will be counted on the basis of one (1) day of severance pay for each four (4) days of sick leave. A day's pay shall be computed on the basis of the last annual contract salary. Severance pay upon retirement will be paid only one (1) time for any employee. Payment shall be made within sixty (60) days, or more if designated by the retiree, after receipt of verification of retirement from the State Teachers Retirement System of the employee's retirement. Teachers are encouraged to submit their resignation for retirement prior to June 15 of their final school year contract. This will facilitate the processing of retirement pay and severance pay.

Years worked as a tutor at Greenville Schools will count as years of service toward severance pay.

If an employee retires beyond the STRS service credit window for super-severance (as defined in Article V; Section 8), the employee will be eligible to receive ten (10) additional days of severance pay providing the employee retires with STRS service credit equal to unreduced benefit minimum eligibility years, but less than one (1) year more than that. To qualify for the additional ten (10) days of pay, the employee must have a minimum of fifteen (15) years of continuous full-time service with the Board and meet all other requirements for super-severance. Under no circumstances will any employee be eligible to receive both super-severance benefit and these additional ten (10) days.

If an employee eligible for severance pay dies, severance pay will be made to the employee's estate as though the employee had left employment, in accordance with the above formula.

SECTION 10 - Term Life Insurance

The Board shall pay the cost of thirty thousand dollars (\$30,000) term life, accidental death and dismemberment insurance for all full-time teachers regularly employed on contract.

Upon retirement, a current member of the group covered by this insurance may convert and individually purchase this life insurance policy. The policy may be issued without additional benefits at the standard rate at the current age of the insured. Applications must be submitted within thirty-one (31) days of the insured's separation date of the group policy.

SECTION 11 - Payroll Deductions

A. Membership Dues

The Board will check off uniform membership dues during the school year on the basis of individually signed voluntary check-off authorization forms. All such authorization forms shall be voluntarily signed by employees. No such authorization will be recognized if it is a violation of applicable state or federal law. It is understood that such authorizations may be revoked by said employee upon the giving of written notice to the Board and Association.

The Association shall furnish to the Board each school year at least two (2) weeks prior to the date of the first deduction an alphabetical list of its members who have authorized payroll deductions and the amount to be deducted by the Board. The initial deduction will be taken from the third paycheck at the beginning of the school year and will be taken from twenty (20) consecutive pay periods.

B. Political Contributions

FCPE will be deducted under the same time frame as Association dues; twenty (20) pays commencing with the third (3rd) pay and a minimum of one dollar (\$1.00) per pay.

C. United Way Fund

Voluntary deduction.

D. Credit Union

Loans and initial share drafts and initial savings through the credit union can be deducted at any time. Changes in current deduction amounts may be made as specified in subparagraph G.

E. Annuities

As covered in Board Policy.

F. Individual Retirement Accounts

As Covered in Board Policy.

G. Other Deductions

Cancer Aid, Washington National Health, and other Board approved insurances.

*Deduction from the employee's gross pay for the purposes set forth in E., F., and G. and changes in the amounts of the sum being withheld pursuant to D. may be initially authorized and/or changed four times per year. August 1 to August 31; October 1 to October 31; January 1 to January 31; April 1 to April 30. All payroll deductions and requests shall be on forms provided by the Treasurer. In addition to the above the Board shall provide three (3) additional payroll deduction options to be used at the discretion of the employee.

H. Automatic Payroll Check Deposit

Members must enroll to have their total semi-monthly salary deposited directly to any account at any financial institution of their choice at any time provided it is part of the Electronic Transfer Network. Initial enrollment may take up to 45 days to process. Once enrolled, the member shall remain enrolled until the employment ends. Changes in accounts in banks may be made at any time subject to approval by the Treasurer.

The Board Treasurer shall remit Association dues deducted to the Association Treasurer within twenty-four hours of the deduction. The Board Treasurer shall also provide the Association Treasurer with a list of names and amount deducted from each individual with each payroll deduction.

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board in reliance upon signed payroll dues deduction forms, or written revocation of same; provided, that nothing herein shall be interpreted or construed to obligate the Association to indemnify or save the Board harmless from any action taken or not taken due to the mistake, neglect, or inadvertence of the Board, its officer's, agents, or employees in receiving, processing, and acting upon the authorization or revocation of authorization of the dues deduction.

SECTION 12 - Tax Sheltering the Certified or Licensed Teacher Employee's Contribution

Effective January 1, 1986, and upon approval by STRS, the Greenville Board of Education elects to commence tax sheltering ("Pick-Up") all of the mandatory contributions of members of the bargaining unit to the State Teachers Retirement System of Ohio, in accordance with Revenue Ruling 77-462, 81-36, or such other applicable ruling, although such "pick-up" shall continue to be designated as employee contributions as permitted by Attorney General Opinions 78-049, 79-001, and 82-097, in order that the amount of the member's income reported by the Board, as subject to federal and Ohio income tax, shall be the member's total gross income reduced by the then current mandated percentage amount of the member's mandatory State Teachers

Retirement System Contribution. No member/s total salary shall be increased by such “pick-up”, nor shall the board’s total contribution to the State Teachers Retirement System be increased thereby. This action shall be subject to the following conditions:

- A. The “pick-up” percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The “pick-up” shall apply to all compensation including supplemental earnings paid thereafter.
- B. The “pick-up” shall not be subject to the individual member’s option.
- C. The parties agree that should the rules and regulations of the IRS, or State Teachers Retirement System, change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employees/employer contributions.
- D. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workers’ compensation, shall be based on the employee members’ daily gross pay prior to reduction.
- E. Such salary reduction shall not result in the salary that is less than the salary available under the state minimum salary schedule. Should the reduction calculation result in a salary that is less than the state minimum salary schedule, pro-rata reductions shall result with the member contributing that portion which falls below such state minimum level.
- F. It is to be understood by the parties that it is the responsibility of each individual member to make any necessary adjustments in any other tax sheltered annuities he has in order to be in compliance with IRS laws and regulations.
- G. The Board is not liable, nor will it be held responsible, for any related legal, IRS, STRS, or any other agencies’ penalties or decisions concerning this plan, now or in the future.
- H. The Association, and its members, both severally and individually, agree to indemnify and hold the Board harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this Article. It is further understood by the Association that STRS will account for the amount of the “pick-up”, but otherwise, STRS assumes no further liability. The current taxation or deferred taxation of the “pick-ups” is determined solely by the IRS and compliance with the guidelines set forth above. It is not guaranteed that the tax on the “pick-up” will be deferred. STRS may refuse to accept “pick-ups” if so directed by the IRS, if guidelines based upon the changing of the law are not followed, or if the qualified plan status of STRS is placed in jeopardy.

SECTION 13 - Section 125 Plan

The Board shall implement a Section 125 plan at no cost to the employees allowing employees to deduct health insurance premium contributions on a pre-tax basis.

The Plan shall also allow employees to set aside tax-free dollars for medical expenses, dependent care, or other purposes allowed under Section 125 of the Internal Revenue Service Code.

ARTICLE VI - WORKING CONDITIONS

SECTION 1 - Teaching Hours

The teacher workday shall be seven hours and fifteen minutes, plus the duties which customarily have been required to be performed before or after the workday in the past. Prior to the beginning of each school year, the board of education may adjust the actual beginning and ending times for buildings and/or for teachers within buildings so long as the teacher workday does not exceed seven (7) hours and fifteen (15) minutes plus duties.

Employees shall be entitled to at least thirty (30) consecutive minutes duty-free for their lunch period. Longer lunch periods may be scheduled. Employees may leave the school to which they are assigned during their duty-free lunch period after notifying the school office. Principals may grant requests to leave the school earlier than the end of the normal workday where the employees' duties permit and it is necessary for the employee to leave early.

In order to accommodate needed testing schedules, the Superintendent or his/her designee may adjust the school day schedule.

SECTION 2 - Teaching Load

The schedule for each full-time equivalent classroom teacher, who is assigned to a school with a teacher day of six hours or longer exclusive of the lunch period, shall include no less than two hundred (200) minutes per week for instructional planning, evaluation and conferences.

SECTION 3 – Teaching Hours Meetings

Should there be time available within the contractual work day as set forth within Sections 1 and 2 of this Article; an administrator shall have the authority to call a meeting as long as an administrator is present at that meeting with a written agenda available for distribution.

SECTION 4 - Class Size

A. Identifying Potential Risk

When a teacher or Administrator identifies a potential classroom at risk within each building district-wide, said teacher and Building Administrator shall initially have a conference to resolve the problem. If no resolution is satisfactory to both parties, the problem shall be presented to the building PAC for recommendations. The PAC's recommendations shall be presented to the Superintendent for resolution and his/her decision shall be final. Any staff member in the building may request that the PAC meet for this purpose at any time during the school year. Further, this group may choose to meet to review the principal's class lists and recommend changes prior to lists being publicly displayed at the start of school.

SECTION 5 - Student Discipline

Employees who follow the policies of the Board respecting the discipline of the students will be supported in their actions. Any case of an assault upon a teacher shall be promptly reported to the Superintendent, who will render all necessary assistance in connection with handling of the assault by law enforcement and judicial authorities.

SECTION 6 - Working Facilities

Each school should have space in which each teacher will have a home base in which they may safely store instructional materials, supplies, and personal items. A workroom should be available containing adequate equipment and supplies to aid in the preparation of instructional materials. Neither the teacher workroom nor the lounge will be utilized for the instruction of students. There should be adequate lunchroom facilities, a teacher lounge, restroom, and lavatory facilities for employee use. Existing telephone facilities shall be made available to employees for their reasonable personal use. Adequate free parking facilities should be close to each school wherever possible.

Any teacher who becomes aware of a working facility issue in a building shall immediately report the problem to the building principal. It shall be the responsibility of the building principal to investigate the problem and take appropriate corrective action. If appropriate corrective action is not taken within a reasonable period of time, the issue may be referred to the Labor Relations Committee. Issues unresolved at this level will fall under Article IV of the Master Agreement.

SECTION 7 - Personnel File

A file for each employee shall be maintained in the Central Office. Such file shall be confidential to the extent permitted by law, except that the individual employee shall have access to his/her file upon request. The Superintendent, the Building Principal, the Treasurer of the Board, or other administrative personnel having a responsibility for such employee or his/her records, may have access to such file. Requests for such access shall be made to the Superintendent or the Treasurer of the Board. Personal files kept by the Building Principal shall be open to the employee.

When a Principal or other administrator finds it necessary to make notation in an employee's file, which reflects adversely upon the employee's conduct, service, character or personality, the employee shall be afforded an opportunity to read such notation by affixing his/her signature on the document filed. The employee also shall have the right to answer such notation and his/her answer shall be attached to the file copy and sent to all parties who have received such notation if requested by the member.

An employee may request material placed in his/her file since employment by the Board be removed. Such request shall be submitted in writing to the Superintendent. The Superintendent shall schedule a meeting with the employee within five (5) school days after receipt of the request. The employee, if he requests, may be accompanied by an Association representative. Upon agreement, the materials may be removed. If agreement on the removal of material from the files cannot be reached between the parties, the member may submit the issue to the Superintendent's level of the grievance procedure.

A member of the general public may review records of employees in the central office under the following conditions.

1. The teacher will be given oral notification as soon as possible after the request for review is made.
2. The file must be reviewed in the presence of the Superintendent or his/her designee.
3. The public may have access to all records in the personnel file at the central office except the following:
 - a) Medical records
 - b) Records pertaining to court proceedings that have been sealed
 - c) Trial preparation records

- d) Confidential law enforcement investigation records
 - e) Records prohibited by state and federal law (e.g. BCII record checks)
4. Anonymous letters or materials shall not be placed in a teacher's file, nor shall they be made a matter of record at any administrative level.
 5. A member is entitled to a copy of material in his/her file.

SECTION 8 - Parent Complaint

When a complaint is made by a parent or parents of a student, or any other member of the public concerning an employee which is deemed serious enough to become a matter of formal record, the employee shall be informed of the complaint. The employee and his/her principal shall attempt to resolve the complaint of the complaining party. If unable to resolve the complaint at the building level, the principal will notify the superintendent or his/her designee.

Such notification by the principal to the superintendent or designee shall be submitted in writing with the issues clearly defined. A copy of this notification shall be provided to the teacher(s) involved at least one day before any meeting or conference held with the superintendent/designee, the teacher(s), and Association representative.

This provision shall not apply to complaints of child abuse or neglect which shall be reported and investigated as required by Ohio law.

SECTION 9 - Parent-Teacher Conferences

The Equivalent of two (2) parent-teacher conference days may be scheduled by the Board of Education. The Board of Education may also schedule up to the equivalent of one (1) additional parent-teacher conference day for Grade K. Parent-teacher conferences may be scheduled beyond the regular teacher day. Should parent-teacher conferences be scheduled beyond the regular teacher day, teachers will be granted compensatory time off equivalent to the number of hours assigned beyond the normal workday.

Teachers will be consulted prior to the scheduling of individual parent-teacher conferences during the school day.

A "half day" for purposes of parent-teacher conferences equals three (3) hours.

SECTION 10 - Building Staff Meetings

Bargaining unit employees assigned to a school will be required to attend one (1) staff meeting per month during the school year as called by the Principal of that school. Where the bargaining unit employee is assigned to more than one school or building he/she will only be required to attend the monthly meetings in the building of the Principal who is responsible for evaluating that individual member. Except in the case of an emergency, such staff meetings will not extend beyond one (1) hours. The Principal may schedule staff meetings during the school year in an emergency. Except in an emergency situation, the Principal shall give notice of such meeting to the affected employees not later than noon of the school day proceeding the day in which the meeting is scheduled.

SECTION 11 - Classroom Supplies

Available money will be equitably allocated from the supply account for each regular full-time employee for the purchase of unanticipated miscellaneous classroom supplies as needed. All classroom supplies must be requisitioned by purchase order presented to the Treasurer of the Board through the administration. The allocation made pursuant to this provision does not prohibit the teacher from requisitioning other essential supplies.

SECTION 12 - Substitute Teacher

Every reasonable effort shall be made to acquire or recruit substitutes for absent teachers. Except where the Superintendent and/or Principal deem it an emergency, a regularly employed teacher will not be required to cover for an absent teacher.

If an administrator assigns a member to use their conference period to cover for an absent teacher, the teacher shall be paid fifteen dollars (\$15.00)

SECTION 13 - Attendance at Professional Meetings

The Greenville City School District recognizes the importance to the instructional program of continuous staff development in job competencies and, the desirability for staff to share their knowledge and leadership with other educators. Therefore, we encourage our employees to attend a wide variety of professional growth opportunities that are designed to provide leadership and growth in areas directly related to the individual's responsibilities. Examples of professional growth opportunities include, but are not limited to, advanced course work, conventions, conferences, workshops, in-service, committee workshops, visitations, clinics, curriculum meetings, and teacher exchange visitations between and within school districts. Released time to attend professional meetings will be given to provide the opportunities for certificated or licensed personnel to advance professionally. Pursuant to Section 3313.20, Ohio Revised Code, an employee may, upon recommendation of the Superintendent attend professional meetings as authorized and as delineated within the guidelines stated.

A. Classroom Teacher

The Board of Education shall provide one (1) professional meeting per employee (per school year) provided the request falls within the funds appropriated for such activities by the Board of Education.

The building principal may approve (and forward to the Superintendent for final approval) requests from his/her building staying within the funding limits appropriated for such purposes to his/her building. An overall limit of reimbursement for expenses incurred will be placed at four hundred dollars (\$400.00) and shall be limited to the following:

1. Transportation/Parking: Mileage will be reimbursed at the current district rate. If more than one teacher attends a meeting or convention, the travel allowance will be shared by those incurring expenses unless it is air travel. Parking fees shall be reimbursed, with supporting receipts, at a rate not to exceed eight dollars (\$8.00) per day.
2. Lodging Accommodations: A maximum of eighty-five (\$85.00) per teacher, per night will be allowed upon presentation of receipt. Personal incidental expenditures listed on the receipt are not reimbursable. Lodging expenses will not be reimbursed for those professional meetings which occur within sixty (60) miles of the school district that are multiple days, or for those professional meetings that are one day in length.

3. Registration. Approved registration fees up to one hundred twenty-five dollars (\$125.00) are reimbursable with receipts. Where meals are included in the registration fee, the receipt shall indicate the number of meals covered and the combined cost. Registration may be paid by Purchase Order (See # 6 of this section).
4. Meals. Meals are reimbursable to a maximum of twenty-five dollars (\$25.00) per day with supporting receipts (1 one-day seminars/only lunch ten dollars (\$10.00).
5. Other. Attendance at any given professional meeting or convention shall be limited to two (2) teachers per meeting per building of elementary schools, and not more than two (2) teachers per meeting per building at secondary schools. Attendance will be limited to a maximum of four (4) teachers per any given meeting for the district.

Exceptions to this shall be determined in judgment of the Superintendent.

6. Registration Payment By Purchase Order (Option): When registration fees are seventy-five dollars (\$75.00) or greater, the employee may choose to have the fee paid by purchase order.
7. Cancellation of Workshop Registration And/Or Attendance: To avoid loss of pre-paid registration fees or the incurrence of late charges to the district that result from late cancellations, it shall be the responsibility of the employee to meet any and all defined cancellation deadlines.

If an employee is unable to comply with a cancellation deadline, he/she may secure another employee to attend in the workshop to avoid loss of registration fee and undue charges to the district.

In the event an employee fails to meet a registration cancellation deadline and cannot secure another employee to attend, the employee shall be responsible to repay the District for any pre-paid registration fees provided by the District unless weather and other conditions beyond the control of the Member prevent the Member from traveling from the Greenville district to the workshop or conditions at the destination are such that access cannot be gained by the member.

It is incumbent upon the individual to insure that repayment is received by the District Treasurer for cancellation from either the conference/workshop provider or from themselves personally. Repayment may be made by personal check to the district, or by authorized payroll deduction processed through the District Treasurer.

8. Guidelines For Processing Tuition Reimbursement And Use Of Purchase Order Option: Employees shall follow the established guidelines regarding the completion and filing of purchase orders, estimating mileage, individual and group registration, deadlines, acceptable and appropriate receipts, compliance with cancellation deadlines, and any other related topics. Changes to the established guidelines shall be by mutual agreement of the Treasurer, and the members of the Labor Relations Committee (LRC – defined in Article II, Section 8 of this Agreement). These guidelines shall be available to all employees through the building principal.
9. Tuition Reimbursement: The District shall provide funding for tuition reimbursement in the amount of nineteen thousand (\$19,000) per year for the duration of the agreement. The District shall reimburse employees up to two hundred dollars per class to a maximum of six hundred dollars (\$600.00) per employee per contract year for tuition paid to an accredited college or university for graduate level course work directly related to the employee's area of responsibility or to the employee's Individual Professional Development Plan (IPDP). The District's annual disbursement for tuition reimbursement shall not exceed

the aforementioned amounts. Tuition reimbursement shall be disbursed on a “first come, first served” basis. Disbursements will be provided based on the availability of funds. The District Treasurer shall notify the bargaining unit members when the tuition reimbursement funds have been depleted and shall provide the GEA with an annual report accounting for the amount of dollars disbursed.

10. For accounting purposes, the date on which the course is scheduled to end shall be the date used to determine the disbursement year. Although approval of course selection makes the employee eligible for reimbursement it does not guarantee that funds will be available. Employees are encouraged to submit all documents required for reimbursement to the Superintendent in a timely manner.

For the purpose of this section, the contract year/disbursement year shall be defined as July 1 through June 30.

11. To Be Eligible For Reimbursement The Employee Must Meet The Following Qualifications: Application for tuition reimbursement must be made during the regular school year through the building principal and approved by the Superintendent prior to the first class meeting.
 - a) Course work must be graduate level.
 - b) Course work must be from an accredited college or university.
 - c) Course work must be directly related to the employees’ area of responsibility or to the employees’ Individual Professional Development Plan (IPDP).
 - d) Provide the Superintendent with an official transcript substantiating course completion and final grade of A, B, or equivalent.
 - e) If course is pass/fail, transcript must substantiate course was passed.
 - f) No reimbursement shall be provided for audited course work.
 - g) Provide the Treasurer with appropriate receipt substantiating amount paid for course work.

The Superintendent shall provide written approval/disapproval to the applicant no later than twenty (20) workdays after receipt of the application. If the application is not approved, the Superintendent shall include reasons for the disapproval.

In the event that the Superintendent fails to provide written approval/disapproval or in the event the application is disapproved, the employee may appeal the decision to the Local Professional Development Committee (LPDC). Appeal to the LPDC must be made in writing no later than five (5) workdays after receipt of the Superintendent’s written disapproval. The LPDC shall render a written decision regarding the appeal within twenty (20) workdays of receiving the appeal. The decision of the LPDC shall be final and binding and shall not be subject to the grievance procedure.

The Superintendent may disapprove an application for tuition reimbursement for financial reasons if allocated funds are depleted. This type of disapproval cannot be appealed to the LPDC or grieved under Article VI.

Reimbursement shall be made after the completion of course work and the submission of all required transcripts and appropriate receipts as outlined in the Guidelines. There shall be no reimbursement provided for audited course work. Reimbursement shall not exceed the actual amount paid for tuition.

Reimbursement may be subject to taxation in compliance with IRS regulations.

B. Directed Professional Leaves

The Superintendent has the authority, when he considers a meeting to be of sufficient importance to the welfare and interest of the school district to approve staff representation to attend and/or participate in such meeting(s)/conference(s) for periods in excess of the customary one day of professional leave per employee per year. Examples of directed professional leave days would include teachers in federal in-service grants, vocational, and curriculum meetings/contests.

If the cost for the directed professional development exceeds the approved expenditure limit of the District, the District may permit the additional cost, or the staff member will have the option to pick up the additional costs or not to attend.

C. Extra Duty Positions - Advisors, Coaches, Department Heads, Directors

The Board of Education may provide one professional leave day per employee per school year for each approved extra duty contract such as coach, advisor, director, or department head (professional leave request must be related to the contracted extra duty assignment).

D. Professional Leave Requests

Professional leave requests generally will not be authorized on the day before and after a holiday, the first three days of school for students, and the last day of school for students.

E. Professional Leave Follow-Up Reports

Participants at professional leave activities are required to file a follow-up written report to their immediate supervisor.

F. Professional Leave Approval

The Board authorizes the Superintendent to approve professional leave requests for all employees, other than himself/herself, provided the requests follow the Board-adopted policy on professional leave and the request is within the Board approved appropriations.

G. Professional Leave Forms Due Dates

Professional leave requests are due in the office of the Superintendent no later than one week prior to the date of leave requested.

SECTION 14 - Professional Contracts

A. Limited Contracts

Teachers employed by the district will be offered limited contracts as detailed below on the recommendation of the Superintendent.

1st, 2nd and 3rd Year in the District

1 Year Contract

4th Year in the District
6th Year in the District

2 Year Contract
3 Year Contract

Teachers who are not to be reappointed shall be notified in writing by the Treasurer, as confirmed by the Board, on or before June 1.

B. Continuing Contracts

1. Requirements:

A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or until it is terminated or suspended. Teachers shall be eligible for and granted continuing contracts in accordance with Section 3319.08 of the Ohio Revised Code, which currently (May 1, 2018) reads as follows:

- A. Any teacher holding a professional, permanent, or life teacher's certificate;
- B. Any teacher who meets the following conditions:
 - a. The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.
 - b. The teacher holds a professional educator license or a senior professional educator license or lead professional educator license.
 - c. The teacher has completed the applicable one of the following:
 - i. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
 - ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.
- C. Any teacher who meets the following conditions:
 - a. The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.
 - b. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.
 - c. The teacher has held an educator license for at least seven years.
 - d. The teacher has completed the applicable one of the following:
 - i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - ii. If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

Nothing in the above rules shall be construed to void or otherwise affect a continuing contract entered into prior to the 2017-2018 school year.

In addition, teachers must have at least three consecutive years of successful teaching experience in the Greenville City Public Schools. Teachers who have had a continuing contract elsewhere in Ohio become eligible for a continuing contract in the Greenville City Public Schools after serving a two year period.

2. Procedure:

A staff member wishing to be considered for tenure must notify the responsible administrator and Superintendent of this desire in writing by September 30 in the year preceding the Board action to grant a continuing contract.

Staff members expecting to be placed on tenure must meet all criteria including transcripts and certificate or license to the Superintendent on or before March 1. In the event a teacher becomes eligible for a continuing contract while they hold a multi-year contract, the teacher shall be considered for a continuing contract in the year in which they become eligible. All teachers being recommended for a continuing contract must be recommended in writing and the recommendation must be attached to the teacher's "Teacher Evaluation Form".

Teachers who have met all legal requirements to become eligible for a continuing contract but who have, in the opinion of the district supervisor or Superintendent, certain other deficiencies, shall be notified of such deficiencies in writing by the Superintendent as confirmed by the Board of Education on or before June 1. They may be placed on a probationary contract for a period of one year but not more than two.

If they are reemployed at the end of this probationary contract period, they shall be given a continuing contract. This probationary contract provision shall supersede and replace the extended limited contract procedures contained in *Ohio Revised Code* Section 3319.11(c).

SECTION 15 - Non-renewal of Contracts

It is agreed that an employee whose contract is non-renewed shall have the procedural rights set forth in 3319.11 of the *Ohio Revised Code* except that the issue before the Board and the court on appeal shall be whether the evaluation procedure in Article 2, Section 11 of the contract has been followed but not the evaluation timelines of 3319.111 of the *Ohio Revised Code*.

SECTION 16 - Student Teachers

The Association and the Board believe the public school system has a responsibility for the college training of teachers. Part of this responsibility is to provide the means whereby a college student may work in a classroom situation under the supervision of a regular teacher. To this end, the Greenville City Schools, under the direction of the Superintendent, shall work with colleges and universities of the area in their student teacher programs.

The Superintendent shall make student teacher assignments to the respective buildings after consulting with the Building Principal. Building Principals shall consult supervising teachers prior to placement.

The student teacher shall work as a student in training under the supervision of a classroom teacher.

Student teachers are permitted to conduct class instruction for part of the day, but shall not be used as a substitute.

Field Experience: Classroom observation by a college student visiting teacher shall be arranged through the Building Principal when there are to be observations scheduled in the building. Such notification shall be made not later than twenty-four (24) hours prior to the observation.

SECTION 17 - Calamity Days

Any days schools are closed by the administration due to snow, or other inclement weather, calamity, or energy reasons; teachers shall not be required to report to their buildings. Beginning with day 6 on calamity days, and thereafter, education instruction will continue with eDay blizzard bag or remote learning. Teachers can work from home or come in their rooms during these days.

When the administration determines that a delay in the starting time is necessary, teachers shall report no later than fifteen (15) minutes prior to the scheduled commencement of classes.

When the administration determines that an early dismissal is warranted, teachers shall not be required to remain more than five (5) minutes following the dismissal of students.

However, the Superintendent may make such emergency decisions necessary, in the best interest of the school district's education process, which would alter the defined normal procedures to be followed in the event of canceling, delaying, or early dismissing school.

SECTION 18 – Supplemental Contract Experience Transfer

Equal experience credit will be granted for movement from a supplemental activity to a same or similar supplemental activity.

SECTION 19 - Drug Free Policy and Awareness Program

A. Maintaining a Drug Free Workplace

The Greenville Board of Education is committed to maintain a drug free workplace and will enforce a policy requiring all employees to refrain from the use, sale, purchase, possession, or being under the influence of illicit drugs or alcohol while performing contractual duties and/or while using school equipment. Employees who fail to comply with this policy will be subject to discipline, up to and including termination from employment, unless the employee uses the Rehabilitation Option described in this policy.

B. Violation of Drug Free Policy

Where this policy has been violated, the employee may, within approval of the Superintendent, elect to seek rehabilitation through an approved treatment program for continued employment under this Article. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by an employee electing this Rehabilitation Option. Rehabilitation in lieu of discipline is available only one (1) time during any employee's tenure of employment. Rehabilitation, whether taken voluntarily, or in lieu of discipline, shall be entirely at the employee's expense, and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

C. Reporting of Convictions

Any employee who is convicted of violating a criminal drug statute for conduct occurring in the workplace must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so will result in discipline up to and including termination from employment.

D. Employee Notification of Policy

Employees will be provided with information concerning alcohol and other drug abuse, as follows:

All employees will be provided with a copy of this policy.

The Superintendent will maintain information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.

E. Program Availability

The Board of Education does not maintain a drug/alcohol rehabilitation program, but the following program within the area available to employees who need help with a drug or alcohol problem:

Darke County Recovery Services

F. Conference & Right To Representation

Employees will be entitled to a conference with the Superintendent prior to any disciplinary action for alleged violations of this Section. The employee has the right to representation at the conference.

G. Medical Documentation

All medical documentation received by the Board when implementing this provision shall remain confidential to the extent legally possible.

SECTION 20 - Inclusion/Identification of Students

A. Inclusion

“Inclusion” refers to the placement of special needs students whose least restrictive environment has been determined to include the regular education classroom. The Board and the Association will work together to implement heterogeneous grouping of K-5 classrooms.

B. Teacher Involvement in the IEP Process

The regular classroom teacher who has taught the student most recently will be involved in the IEP process for the following year.

C. Custodial Duties

Except in emergency situations, teacher will not be expected to perform custodial duties for any student; e.g., diapering, toileting, or lifting.

D. Medical Procedures

Teachers will not be expected to perform invasive medical procedures such as catheterization or tube feeding; nor will they be expected to dispense medication.

E. Support Services

Support services required by the IEP will follow the student into the regular classroom to the extent feasible.

F. In-Service

The Board and the Association shall jointly plan an ongoing in-service dealing with inclusion and heterogeneous grouping. There will be equitable distribution of inclusion students per classroom as dictated by student needs. Representatives from the building staff development committees and the Board will meet to plan appropriate in-service programs on a district and building level with semi-annual review.

G. Response To Intervention (RTI) Team Release Time and Compensation

Building principals will attempt to provide release time during the normal teacher workday for intervention development and for RTI teams to meet. A RTI Core team shall not exceed eight bargaining unit members from the K-4 building and four bargaining unit members from the 5-8 and 9-12 buildings each. RTI Core members who perform the duty for the entire school year shall be compensated as follows:

1. Elementary (K-4) at \$794.50 annually (once per school year)
2. Grades (5-8) and (9-12) at 50% of the negotiated stipend rate for each RTI meeting up to a yearly maximum of \$397.25 annually (once per school year)

SECTION 21 - Smoking Policy

Smoking and the use of tobacco products in school buildings, on school property, or in board owned vehicles are prohibited.

ARTICLE VII – DISCIPLINE

SECTION 1 - Just Cause

The Board of Education and Administration have the right to suspend, discipline, demote or discharge employees for just cause. Only the Board of Education shall have authority to discharge pursuant to ORC 3319.16 and 3319.161.

SECTION 2 - Progressive Discipline

Discipline includes the following steps. However, it shall be the administrator's decision at what step to begin, depending upon the nature and severity of the misconduct.

1. Informal Procedure. Most cases will be disposed of by an informal verbal warning without formal disciplinary action. The administration is required to document any verbal warning and provide a copy of this document to the teacher. This document shall not be placed in the personnel file, but may be kept by the employee's appropriate administrator.
2. Formal Procedure.
 - a. Formal disciplinary action shall be commensurate with the employee's offense. While this may mean termination, it may also mean the repetition of lesser discipline without progressing to the next step. The provisions of this article shall not preclude the Board of Education and administration from

imposing disciplinary action less severe than immediate discharge or immediate suspension, if in the exercise of discretion, such action is warranted by the facts and circumstances of a case.

- b. While any administrator may issue a verbal warning or written reprimand, only the Superintendent shall have authority to suspend a teacher.
 - c. The Steps:
 - 1) First Step – written reprimand;
 - 2) Second Step – suspension(s) with or without pay; and
 - 3) Third Step – termination.
3. Due Process Procedure.
- Except in cases requiring immediate suspension, no teacher shall be disciplined without first having been given due process in accordance with the following procedures:
- a. Notice of allegations and conference. A written notice setting forth the allegations which, if substantiated, could result in disciplinary action, shall be sent to the employee. The notice shall include the time and place of a conference to discuss the allegations.
 - b. Conference. The conference to discuss the allegations shall be attended by the teacher and, upon request, by the teacher association representative. The conference shall be held no sooner than three (3) working days nor later than seven (7) working days following the mailing of the notice of the allegation or at the time and place mutually agreed upon by the parties.
 - c. Notification of Disposition. The teacher and Association President shall be notified by personal service or by certified mail of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason for the action.
 - d. In the case of immediate suspension, the written notice of allegations shall be presented to the teacher within twenty-four (24) hours following the suspension, and the conference shall be held as expeditiously as possible.
4. No teacher shall be disciplined in the presence of other teachers or in public.
5. The member of the bargaining unit shall be notified of the right to be represented at each step of the discipline procedure. At no time shall the member be denied the presence of a representative.
6. Disciplinary action is subject to the grievance procedure as set forth in this contract.
7. In case of termination or nonrenewal, the member can contest the Board's final action through either the grievance process or through the court procedures set forth in Ohio Revised Code Sections 3319.11(G) (for nonrenewal) and 3319.16 (for termination).

If the member chooses to start the grievance process to contest a termination or nonrenewal, then he/she is waiving the right to take court action. If the member chooses to contest a termination or nonrenewal within the court system, then he/she waives the right to use the grievance process.

Once the route to contest has been initiated the member cannot change the manner in which he/she is challenging the termination or nonrenewal and at no time can these two routes (grievance process and court) be going on simultaneously.

ARTICLE VIII - LEAVE OF ABSENCE

SECTION 1 - Personal Leave

The Board will grant three (3) days of leave during each school year without loss of salary to employees for the purpose of transacting personal business or attending to affairs of a personal nature which cannot be conducted outside the regular school day. Except in emergency circumstances, a request for personal leave must be made to the building principal at least three (3) days prior to the time of leave and the building principal shall clear the leave with the Superintendent. Such leave will not be deducted from sick leave. Such leave may be taken in units of one-half (1/2) day cumulative to three (3) days. It is understood between the parties that personal leave is not intended to extend holidays or official school recesses. Except in emergency circumstances, a request for such leave occurring immediately prior to or following a holiday during the school year will not be granted.

Should school be closed during an employee's personal leave by "emergency", such day will not be charged to the employee as a personal day.

SECTION 2 – Personal Leave Conversion

An employee may choose conversion of unused personal leave to either sick leave or for Board purchase. If an employee chooses sick leave conversion, that employee may convert up to three (3) personal days, including half days.

If an employee selects to convert his or her unused personal leave for Board purchase, that employee may have up to three (3) whole days of personal leave paid at the current per diem for substitute teachers. All use of said personal leave is forfeited upon its purchase by the Board. Purchase of days shall be limited to full day increments of personal leave.

The selection of either conversion to sick leave or Board purchase shall be made by the employee at the end-of-the-year check-out process. An employee may not combine the two available methods of conversion of personal leave. If the employee selects the Board purchase option, payment shall be made by the Treasurer by July 30th.

Employees who do not work any days in a school year shall have no personal leave purchased by the Board.

SECTION 3 – Sick Leave

Pursuant to Section 3319.141, *Ohio Revised Code*, each employee is entitled to fifteen (15) days sick leave with pay per year, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Employees, upon approval of the Superintendent, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. For this purpose, "immediate family" includes father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law or any other person who has clearly stood in same relationship with the employee.

Employees may not be in attendance for a supplemental contract event if a personal illness is used as the reason for sick leave. If an employee uses sick leave for an immediate family member, or to attend a medical appointment they may be in attendance for the supplemental contract event. Employees may also be in attendance for a supplemental contract event if a personal day is taken.

Unused sick leave shall be cumulative up to two hundred fifteen (215) days for nine (9) month and ten (10) month contracts two hundred twenty-five (225) days for an eleven (11) month contract, and two hundred thirty-five (235) days for a twelve (12) month contract.

Employees who render part-time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted to full-time employees.

An employee must furnish the signed negotiated form to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

Where possible, an employee must notify his/her Building Principal or designee on the evening prior to his/her absence that he/she will be absent the next day. If this is not possible, such notice must be given the next morning between 6:30 and 7:00 A.M., except in an extreme emergency. The employee must notify the Building Principal before the end of the school day on the day before the employee is to return to work. The Board will attempt at all times to maintain an adequate list of substitutes and shall call substitutes when absences occur.

Should the schools be closed during the period of an employee's sick leave by an "emergency" day or holiday, as called by the Superintendent, such employee will not be charged with a sick day.

Upon written request of an employee whose illness extends beyond the amount of his/her accumulated sick leave, the Board may grant an additional leave of absence without pay for the duration of such illness, but not to exceed two (2) consecutive school years; provided, that no sick leave shall be granted after the employee's retirement or termination of the employee's contract of employment.

Any member who has exhausted accumulated sick leave, may be granted an advance of five (5) days sick leave, however, the days shall constitute a part of the total days for which the employee is eligible during the school year.

The denial of such advancements shall be neither arbitrary nor capricious in its application.

A. Family Medical Leave Act

The Board will provide leave to eligible employees consistent with Family Medical Leave Act (FMLA) of 1993 and all subsequent amendments. Eligible employees are entitled to up to 12 weeks of unpaid family and medical leave during a 12- month period beginning July 1 and ending June 30. The District will continue to pay the District's share of the employee's health benefits during the leave. In addition, the District will restore the employee to the same or a similar position after the termination of the leave in accordance with Board policy.

In complying with the FMLA, the District will adhere to the requirements of applicable Federal and State laws.

B. Use of Sick Leave for Funerals

A maximum of five (5) days per incident may be taken for immediate family as defined in the preceding paragraph with supporting documentation (obituary notice, funeral home memorial brochure). The Superintendent may approve additional days as needed.

Additionally, sick leave may be used to attend funerals for aunts, uncles, nieces, and nephews with supporting documentation (obituary notice, funeral home memorial brochure) ONLY after personal leave days have been exhausted. A maximum of five (5) days per incident (personal and sick leave total) may be taken.

C. Extended Sick Leave for Catastrophic Illness

In the event of a catastrophic (life-threatening) illness or injury, any bargaining unit member may request and the Superintendent may grant up to ten (10) additional sick leave days per person per year, provided the following criteria are met:

All accumulated sick leave has been exhausted;

Appropriate documentation of the catastrophic illness shall be submitted to the Superintendent along with the request for the additional day(s); and

The additional sick leave days shall be used in accordance with the "immediate family" as defined in Section 2A of this Article.

Denial of a request for additional sick leave day(s) for catastrophic illness or injury shall be neither arbitrary nor capricious in its application. Denial of the request for additional day(s) shall be subject to the grievance procedure (Article IV).

D. Maternity Leave

For the purposes of this section, maternity leave shall be defined as the period of time immediately following: (1) the natural birth of a child or (2) the period of time after a child whom it is the intent of the employee to adopt is placed in the home. This may include a foster-to-adopt placement (as defined by Children's Services) or a private adoption.

Any employee (male or female) may use up to thirty (30) working days of sick leave during the school year for maternity leave. Holidays or days in which school is closed shall not be included in the thirty days. In the case of a Cesarean section, the employee shall be entitled to use up to forty (40) working days of sick leave during the school year for maternity leave.

For children born/placed during the summer break (the non-contracted teacher work days-184 days) the maternity leave will commence immediately following the birth/ placement of the child.

For example: A child is born/placed on August 5th, 2008 (a Tuesday) and the new teacher contract year starts on August 22nd, 2008 (Friday). The teacher will be entitled to use eighteen (18) paid sick leave days. If Cesarean is involved the teacher will be entitled to twenty-eight (28) paid sick leave days.

Any employee may invoke his/her Family Medical Leave Act privileges after or in place of the use of the above maternity leave. The unpaid FMLA leave will not run concurrently with the use of sick leave under this section.

SECTION 3 - Sabbatical Leave

Pursuant to Section 3319.131, Revised Code of Ohio, an employee who has completed five (5) years of service in this school district, upon the recommendation of the Superintendent and with the approval of the Board, will be granted a leave of absence not to exceed two (2) semesters with part pay, subject to the following conditions:

A. Eligibility

Not more than five percent (5%) of the professional staff of the district who are eligible may be granted sabbatical leave at any time.

B. Salary

An employee on sabbatical leave shall be paid a part salary equal to the difference between the substitutes pay and the employee's expected salary under the provision of Salary Schedule "A" or "B" whichever is applicable.

C. Restrictions

No employee will be granted sabbatical leave more than once for each five (5) years of service, nor shall a second sabbatical leave be granted to an employee when other employees have filed a request for such sabbatical leave.

SECTION 4 - Assault Leave

Pursuant to Section 3319.143, Revised Code of Ohio, an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment will be granted leave with pay up to a maximum of ten (10) days where the nature of the disability and its duration has been verified by a physician's statement.

SECTION 5 - Leave Without Pay

Absence from duty for personal business (not covered by personal leave) and other causes not mentioned in Board Policy shall be classified as deduct days and result in full loss of pay for that absence. When deductions are made for such absences, the following method of computing a day's pay shall be as follows:

Total salary will be divided by the number of workdays on the contract.

This shall determine the daily rate and shall be used to determine the amount deducted.

Use of leave without pay during days when school is in session is prohibited unless extenuating circumstances apply. The Superintendent is responsible to assess these circumstances.

SECTION 6 – Use of the Employee Kiosk

Use of the Employee Kiosk, a computerized leave system, shall be used for the purpose of leave requests.

In the case of a request of Family Medical Leave Act requirements, this negotiated document should continue to be used along with the entering of the information to the Kiosk.

Professional leave requests shall be prepared on the Professional Meetings-Clinics form and will not be placed within the Employee Kiosk at the time of request.

ARTICLE IX - NEGOTIATIONS

SECTION 1 - Procedures

A. Collaborative Bargaining

Both the Association and the Board support and prefer a collaborative bargaining process. Given the time intensive nature of the collaborative bargaining process, if both parties agree that such a method will be used, the parties will attempt to begin the process no later than January of the bargaining year.

B. Initiating Negotiations

Except by mutual agreement between the parties to the contrary, the party wishing to initiate negotiations as permitted by the contract shall file a written notice of that fact with the State Employment Relations Board no sooner than 90 days prior to the expiration of the contract, and serve a copy of said notice on the duly-authorized representative of the other party.

A pre-negotiations meeting shall be held at a mutually agreed to time and place after notice of intention to terminate, modify, or amend the contract has been served. At this meeting, the parties will decide upon the process to be used for negotiations, i.e., interest based bargaining (IBB) or traditional negotiations, and the ground rules for conducting the same.

C. Exchange of Proposals

At the first meeting, the parties shall exchange their written proposals. Neither party may add proposals after the first meeting without the mutual consent of the other.

D. Negotiation Teams

Each team shall be made up of up to six (6) people of the parties' choice. Each team shall designate a chairperson.

E. Alternative Dispute Resolution

The Board and Association agree to utilize an alternative dispute procedure through the Federal Mediation and Conciliation Service, as opposed to the fact finding process contained in O.R.C. Section 4117.14(C) and under Ohio Administrative Code Rule 4117-9-05(B), (C). The parties, by mutual agreement, can select a mediator other than the one provided by the Federal Mediation and Conciliation Service.

F. Negotiation Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties.

G. Agreement

When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the

results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the President of the Association. Upon receipt of notification that the Association has ratified the agreement, the Board shall meet within 14 days to consider the approval or non-approval of the tentative agreement. If the tentative agreement is likewise approved by the Board of Education it shall then be signed by the duly authorized representatives of the Board and the Association.

SECTION 2 - Impasse

In the event agreement is not reached after 60 days from the filing of the notice to negotiate, either party shall have the right to request assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request.

If the parties are unable to reach agreement by the expiration date of their collective bargaining agreement or any extension thereof to which they have mutually agreed, and the impasse procedures of this contract have been completed without agreement, an impasse shall exist and either party may exercise all rights guaranteed to them pursuant to O.R.C. 4117.

It is agreed that this procedure substitutes for and replaces the impasse procedures contained in Chapter 4117 of the *Ohio Revised Code*, except as noted.

SECTION 3 - In-Term Bargaining

In the event that the parties enter into in-term bargaining, such bargaining shall last no longer than thirty (30) calendar days from the initial meeting of the parties. If, during such bargaining either party declares impasse, the parties shall send a Joint Request for Mediation to the FMCS. Mediation shall not exceed thirty (30) calendar days without mutual agreement of the parties.

ARTICLE X - MISCELLANEOUS

SECTION 1 - WAIVER

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of such rights and opportunity are set forth in this Agreement. Therefore, both the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 - Separability

In the event that any of the terms or the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal, state or local law now existing or hereafter enacted, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other provision hereof.

SECTION 3 - Duration

This Agreement shall commence upon execution by the parties, and shall end June 30, 2021. The Agreement shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate this contract is served by either party upon the other at least ninety (90) days prior to the aforesaid expiration date, or at least ninety (90) days prior to the annual expiration date of any subsequent years.

SECTION 4 - Agreement Printing

The Board and the Association will divide equally the cost of providing each Teacher, Administrator, and Board Member with a copy of this contract and any supplements thereto. Copies of the contract shall be distributed by the Association. Each party shall receive twenty-five (25) additional copies of the contract for its own use.

ARTICLE XI – OHIO RESIDENT EDUCATOR PROGRAM

A. PURPOSE

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Greenville City School District. This program shall not replace the negotiated employee evaluation system.

B. DEFINITIONS

1. Resident Educator Program
The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.
2. Mentor
A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.
3. Resident Educator
A Resident Educator is a teacher employed under a resident educator license, an alternative Resident Educator License of any type, or a one-year out-of-state educator license.

C. MENTORS

1. Qualifications
 - a. The Mentor must be approved by his/her building administrator and must have a professional teaching license. Every effort will be made to assign a member who has certification/licensure in the same area as the resident educator.
 - b. The Mentor must be trained through the Ohio Department of Education Instructional Mentoring program. Mentors must also be willing to complete additional training as required by the Ohio Department of Education (ODE).

2. Training
Mentors shall be provided with and shall be reimbursed for all expenses of the state-required mentor training in accordance with District professional development reimbursements.
3. Responsibilities
 - a. The Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.
 - b. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.
 - c. The Mentor will use the Resident Educator Program formative assessment tools, resources and protocols to support the Resident Educator.
 - d. The Mentor does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.
4. Release Time
Each Mentor shall be granted release time to attend mentor committee meetings, necessary training and to perform the required committee work as determined by the Superintendent's designee.

D. COMPENSATION

1. Release time shall be provided to the Mentor and/or Resident Educator as mutually agreed upon with the building principal.
2. The maximum number of Resident Educators a Mentor may be assigned to is three (3) per year.
3. Mentors shall receive an annual stipend of \$300.00 for each Resident Educator assigned.
4. The stipend is to be paid in June of that school year.
5. The District will pay all training fees required for Mentors to receive the mandatory ODE state mentor training.
6. Inactive Mentors shall not receive compensation.

E. RESIDENT EDUCATOR

1. Each Resident Educator shall be given an initial orientation on the following matters:
 - a. The pupils and community to be served;
 - b. School policies, procedures, and routines;
 - c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
 - d. The layout of the facilities of the assigned school building;
 - e. The nature of the Resident Educator Program which will be provided; and
 - f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.

2. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in half (1/2) day increments and shall be coordinated by the Superintendent's designee.
3. The Resident Educator may complete an IPDP to utilize the LPDC process in year four.

F. PROTECTIONS

1. Mentors shall not participate in the evaluation of their assigned Resident Educator.
2. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
3. All members of the Team, Mentors, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
4. Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
5. Resident Educators shall be provided all due process provisions allowed by the master agreement and Ohio Revised Code.

ARTICLE XII - ROTC PROGRAM

WHEREAS, the Board and the Association support the concept of a pilot ROTC program at Greenville Schools; and,

WHEREAS, the Board has and will be employing retired military personnel governed by certain federal regulations to teach in this program; and,

WHEREAS, it is agreed that such teaching personnel are members of the bargaining unit set forth in the Master Agreement between the parties;

THEREFORE, the parties have entered into this Agreement delineating the modifications to the Master Contract as necessary to the implementation of the ROTC program at Greenville Schools, and agree as follows:

SECTION 1 - ROTC Teachers Salary

Article V, Section 1 is modified to reflect that for ROTC teachers only, the annual salary is based upon 184 duty days to be made up as follows:

- 180 Student days (including two parent/teacher conference days and two waiver days)
 - 1 In service day before the first student day of the school year.
 - 3 Work days as follows:
 - Any day before the first student day of the school year.
 - First work day after the last day of the first semester.
 - Last day of school year.

In addition, there will be 25 additional duty days for camp, training, and other activities necessary for the effective implementation of the ROTC program.

SECTION 2 - Mileage

Article V, Section 3 will apply except when ROTC teachers are attending required seminars, in which case, they will be reimbursed at the current required military rate per mile.

SECTION 3 – Professional Meeting Attendance

Article VI, Section 13 is modified to reflect that the ROTC teachers will be required to attend certain seminars each year, and will be reimbursed at the required military per diem, and at the required military rate for such required seminars. Should additional professional leave be requested, the conditions of Article VI, Section 13 will apply.

SECTION 4 – Contracts

Article VI, Section 14 is modified to reflect that ROTC teachers have been issued administrative contracts, in order to facilitate the pay treatment required by the federal government for percentage reimbursement to Greenville Schools. This in no way should be interpreted to mean required administrative duties for these teachers, nor does it make them supervisors under ORC 4117.

SECTION 5 - Salary

The Addendum to the Master Agreement on teacher's salaries does not apply to the ROTC teachers as their salary is determined by the federal required minimum salary in effect at any given time.

SECTION 6 - Grievance Procedure

Allegations that Greenville Schools have misinterpreted, misapplied, or violated any Article of the Master Agreement, or have erred in administering this Agreement may be processed through the contractual grievance procedure. However, any dispute with the military or the U.S. Government regarding the terms and conditions of the teachers funding through those entities shall not be a grievance under this Contract.

ARTICLE XIII- LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Local Professional Development Committee (LPDC) is a powerful way for educators to take charge of their learning. This is a very positive shift toward the dynamic process of continuous improvement. Educators will create their own Individual Professional Development Plans. The LPDC will review and approve these plans. It is the role of the Local Association to select teacher members and to facilitate their work on the LPDC by making sure the conditions are appropriate. It is the role of the Board to select administrative members for the LPDC.

The LPDC membership shall be comprised of teachers and administrators with a majority of the committee being teachers. Each building in the district shall have representation on the committee. Should a situation arise where there is no voluntary participation in one building, after discussion between the Superintendent and GEA at the monthly Labor Relations Committee meeting, this requirement can be waived. The Local Association shall select the participating classroom teachers through a process established by the Local Association. The

Superintendent shall select the administrative members. Selections will be in accordance with the LPDC guidelines as adopted.

The structure for the LPDC established by statute shall take precedence over any other structure previously established by board policy or collective bargaining.

The LPDC shall have the responsibility for establishing criteria appropriate for inclusion in Individual Professional Development Plans and also approving Individual Professional Development Plans submitted by certified/licensed education employees.

The LPDC shall approve coursework, CEU's, Individual Professional Development Plans and other professional development activities for license renewal.

Whenever an Individual Professional Development Plan (IPDP), request for certification or license of an administrator or treasurer is being discussed or voted upon, the LPDC shall, at the request of one of the administrators or treasurer, cause a majority of the Committee to consist of administrative members by reducing the number of teacher members voting on the plan.

Expenses incurred by the LPDC members related to the activities and purpose of the LPDC shall be reimbursed by the Board with prior written approval of the Superintendent.

Annually, at the initial meeting of the LPDC, the committee members shall elect a Chairperson and a Secretary. The Chairperson shall conduct the remainder of the meeting. The Secretary shall record the minutes of the meeting. Robert's Rules of Parliamentary Procedure shall be followed. Annually, the Chairperson shall place the following items on the initial meeting agenda for review and disposition by the committee – "the LPDC guidelines; the Mission Statement; the terms of Office for the Chairperson, Secretary, and any other LPDC officers determined by the committee members to be necessary; (election of LPDC officers shall be in compliance with the Constitution and By Laws); a calendar of meetings; criteria for determining acceptability of professional development activities for inclusion in Individual Professional Development Plans (IPDP's); and any other business of the LPDC appropriate to facilitate the committee's charge as defined in O.R.C. 3319.22.

All meetings of the LPDC shall be scheduled by the committee members. LPDC members shall be compensated in accordance with the supplemental salary schedule.

Upon approval by the Superintendent, the Board shall provide training of LPDC members and training of bargaining unit members on the development and submission of Individual Professional Development Plans.

The LPDC shall maintain all records of LPDC actions, activities, and meetings.

As employee(s) of the school district, members of the LPDC are indemnified for actions that arise out of their activities on an LPDC.

Any teacher who fails to secure and maintain the appropriate licensure/certification to teach in the area, to which the teacher is currently assigned, shall be paid at a substitute rate of pay until the appropriate licensure is received. Retroactive pay will not be provided unless the teacher can document that the appropriate paperwork was submitted to the Superintendent's designee by June 30 of the year his/her certificate/license expires. The teacher shall be required to apply for and receive a substitute license in order to be paid. Failure to secure the appropriate regular teaching license/certification for the instructional area to which the teacher is currently assigned within the remainder of the current school year or six (6) months shall be immediate grounds for

dismissal. Maintaining the appropriate certification/licensure for the subject area to which the teacher is currently assigned is the responsibility of the individual teacher.

ARTICLE XIV - COMPENSATION FOR WORK BEYOND THE REGULAR WORKDAY AND SPECIAL ADMINISTRATIVE ASSIGNMENTS

The Board shall provide compensation for curricular work that extends beyond the regular teacher workday of seven (7) hours and fifteen (15) minutes and/or special administrative assignments.

Once the teacher has been directed to perform beyond the regular workday and/or special, administrative assignments, time sheets are to be completed by the employee and supervisor and forwarded to the Assistant Superintendent or Director of Administrative Services. The Assistant Superintendent or Director of Administrative Services shall authorize payment, check for proper rates(s) of pay and appropriate account number(s), and then forward the time sheet to the Treasurer's office for payment.

The following will govern curricular compensation:

1. The rate shall appear at the bottom of each salary schedule (Addendum "A").
2. All work completed outside the regular workday will be compensated at the negotiated stipend rate with the exception of the following:
 - a) Staff development/in-service presenters shall receive compensation in the amount of two and one-half (2 1/2) times the length of the presentation to compensate for the planning and presentation time. Example – thirty (30) minute presentation would result in compensation of one (1) hour and fifteen (15) minutes.
 - b) Employees who grade a district directed assessment, outside of the school day, will each be compensated for up to eight (8) hours of work at the negotiated stipend rate not to exceed eight (8) hours.

ARTICLE XV – TECHNOLOGY

Section 1 – Technology Utilization

- A. Staff members agree to follow the regulations set up by Board Policy for staff network and Internet acceptable use and safety agreement.
- B. Teachers supervising students using the Internet shall take reasonable measures to assure that students are adhering to the usage agreement signed yearly by the students and parents/guardians.
- C. Teachers shall not suffer disciplinary action due to violation of Internet usage policy by students unless it can be shown that the teacher failed to use reasonable care in monitoring student conduct.
- D. Internet usage agreements shall not deny staff members' due process rights.

ARTICLE XVI – DURATION AND AGREEMENT


IN WITNESS WHEREOF, THE PARTIES HERETO, BY THEIR DULY AUTHORIZED REPRESENTATIVES, HAVE EXECUTED THIS AGREEMENT EFFECTIVE ON JULY 1, 2021 AND RATIFIED ON JUNE 24, 2021.

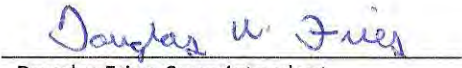
Greenville Education Association

Board of Education of the
Greenville City School District

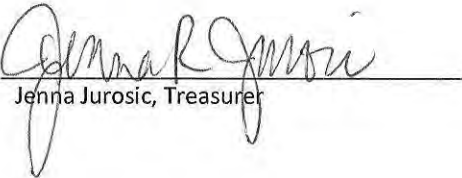
By: 
Matt Levek, President

By: 
Krista Stump, Board President

By: 
Megan Roessner, Negotiations
Chairperson

By: 
Douglas Fries, Superintendent

By: 
Ashley Beaty, Negotiations
Team Member

By: 
Jenna Jurosic, Treasurer

ADDENDUM A – SALARY SCHEDULES

SCHEDULE A - Teacher Salary Schedule 2021-2022

Greenville City Schools

Base Salary \$39,645

TEACHER SALARY SCHEDULE

2021-2022

YEARS EXP.	I NON- DEGREE	II BS	III BS+15 OR 135 Sem. Hrs.	IV BS +30 or 150 Sem. Hrs.	V Masters	VI Masters +15 Sem. Hrs.
0	37,068 0.935	39,645 1.000	40,835 1.030	42,024 1.060	43,610 1.100	45,592 1.150
1	37,068 0.935	39,645 1.000	40,835 1.030	42,024 1.060	43,610 1.100	45,592 1.150
2	38,258 0.965	41,032 1.035	42,420 1.070	43,807 1.105	45,592 1.150	47,772 1.205
3	39,446 0.995	42,420 1.070	44,006 1.110	45,592 1.150	47,574 1.200	49,953 1.260
4	40,636 1.025	43,807 1.105	45,592 1.150	47,376 1.195	49,557 1.250	52,133 1.315
5	41,825 1.055	45,196 1.140	47,177 1.190	49,159 1.240	51,538 1.300	54,314 1.370
6	43,015 1.085	46,583 1.175	48,763 1.230	50,944 1.285	53,520 1.350	56,494 1.425
7	44,205 1.115	47,971 1.210	50,349 1.270	52,728 1.330	55,503 1.400	58,675 1.480
8	45,393 1.145	49,358 1.245	51,935 1.310	54,512 1.375	57,485 1.450	60,855 1.535
9	46,583 1.175	50,746 1.280	53,520 1.350	56,296 1.420	59,468 1.500	63,036 1.590
10	46,583 1.175	52,133 1.315	55,107 1.390	58,080 1.465	61,450 1.550	65,216 1.645
11	46,583 1.175	53,520 1.350	56,693 1.430	59,864 1.510	63,432 1.600	67,397 1.700
12	46,583 1.175	54,908 1.385	58,278 1.470	61,647 1.555	65,415 1.650	69,577 1.755
13	46,583 1.175	56,296 1.420	59,864 1.510	63,432 1.600	67,397 1.700	71,758 1.810
18	46,583 1.175	57,684 1.455	61,450 1.550	65,216 1.645	69,379 1.750	73,938 1.865
23	46,583 1.175	59,071 1.490	63,036 1.590	67,000 1.690	71,361 1.800	76,119 1.920

AP Test Administration, Intervention Tutors, LD Instructional Tutors, Summer School Instructors \$30.13 per hour effective 6/7/21

Home Instruction Teachers \$26.78 per hour effective 8/1/21

Saturday School Supervisor (5-12) \$77.12 per day effective 8/1/21

Evening School Supervisor (5-12) \$73.41 per day effective 8/1/21

Saturday School Supervisor (K-4) \$46.28 per day effective 8/1/21

Evening School Supervisor (K-4) \$46.28 per day effective 8/1/21

BS/135 Semester Hours: The employee has completed a total of 135 semester hours that include a BS Degree

BS/150 Semester Hours: The employee has completed a total of 150 semester hours that include a BS Degree

*MA+15 Semester Hours: The employee has completed a total of 15 semester hours after receiving date of his/her MA Degree

*NOTE: See Article V, Section 1, D for Salary Schedule Advancement

Stipend rate for work defined in Article XIV \$20.85 per hour

SCHEDULE B - Teacher Salary Schedule 2022-2023

Greenville City Schools

Base Salary \$40,438

TEACHER SALARY SCHEDULE

2022-2023

YEARS EXP.	I NON- DEGREE	II BS	III BS+15 OR 135 Sem. Hrs.	IV BS +30 or 150 Sem. Hrs.	V Masters	VI Masters +15 Sem. Hrs.
0	37,809 0.935	40,438 1.000	41,652 1.030	42,864 1.060	44,482 1.100	46,504 1.150
1	37,809 0.935	40,438 1.000	41,652 1.030	42,864 1.060	44,482 1.100	46,504 1.150
2	39,023 0.965	41,853 1.035	43,268 1.070	44,684 1.105	46,504 1.150	48,728 1.205
3	40,235 0.995	43,268 1.070	44,886 1.110	46,504 1.150	48,526 1.200	50,952 1.260
4	41,449 1.025	44,684 1.105	46,504 1.150	48,323 1.195	50,548 1.250	53,176 1.315
5	42,662 1.055	46,100 1.140	48,121 1.190	50,143 1.240	52,569 1.300	55,400 1.370
6	43,875 1.085	47,515 1.175	49,739 1.230	51,963 1.285	54,591 1.350	57,624 1.425
7	45,089 1.115	48,930 1.210	51,356 1.270	53,783 1.330	56,613 1.400	59,849 1.480
8	46,301 1.145	50,345 1.245	52,974 1.310	55,602 1.375	58,635 1.450	62,072 1.535
9	47,515 1.175	51,761 1.280	54,591 1.350	57,422 1.420	60,657 1.500	64,297 1.590
10	47,515 1.175	53,176 1.315	56,209 1.390	59,242 1.465	62,679 1.550	66,520 1.645
11	47,515 1.175	54,591 1.350	57,827 1.430	61,061 1.510	64,701 1.600	68,745 1.700
12	47,515 1.175	56,006 1.385	59,443 1.470	62,881 1.555	66,723 1.650	70,969 1.755
13	47,515 1.175	57,422 1.420	61,061 1.510	64,701 1.600	68,745 1.700	73,193 1.810
18	47,515 1.175	58,838 1.455	62,679 1.550	66,520 1.645	70,767 1.750	75,417 1.865
23	47,515 1.175	60,253 1.490	64,297 1.590	68,340 1.690	72,788 1.800	77,641 1.920

AP Test Administration, Intervention Tutors, LD Instructional Tutors, Summer School Instructors, \$30.73 per hour effective 8/1/22

Home Instruction Teachers \$27.31 per hour effective 8/1/22

Saturday School Supervisor (5-12) \$78.66 per day effective 8/1/22

Evening School Supervisor (5-12) \$74.88 per day effective 8/1/22

Saturday School Supervisor (K-4) \$47.20 per day effective 8/1/22

Evening School Supervisor (K-4) \$47.20 per day effective 8/1/22

BS/135 Semester Hours: The employee has completed a total of 135 semester hours that include a BS Degree

BS/150 Semester Hours: The employee has completed a total of 150 semester hours that include a BS Degree

*MA+15 Semester Hours: The employee has completed a total of 15 semester hours after receiving date of his/her MA Degree

*NOTE: See Article V, Section 1, D for Salary Schedule Advancement

Stipend rate for work defined in Article XIV \$21.27 per hour

SCHEDULE C - Teacher Salary Schedule 2023-2024

Greenville City Schools

Base Salary \$41,348

**TEACHER SALARY SCHEDULE
2023-2024**

YEARS EXP.	I NON- DEGREE	II BS	III BS+15 OR 135 Sem. Hrs.	IV BS +30 or 150 Sem. Hrs.	V Masters	VI Masters +15 Sem. Hrs.
0	38,660	41,348	42,589	43,829	45,483	47,551
	0.935	1.000	1.030	1.060	1.100	1.150
1	38,660	41,348	42,589	43,829	45,483	47,551
	0.935	1.000	1.030	1.060	1.100	1.150
2	39,901	42,795	44,242	45,689	47,551	49,824
	0.965	1.035	1.070	1.105	1.150	1.205
3	41,141	44,242	45,896	47,551	49,618	52,099
	0.995	1.070	1.110	1.150	1.200	1.260
4	42,382	45,689	47,551	49,411	51,686	54,372
	1.025	1.105	1.150	1.195	1.250	1.315
5	43,622	47,137	49,204	51,271	53,752	56,647
	1.055	1.140	1.190	1.240	1.300	1.370
6	44,863	48,584	50,858	53,133	55,819	58,921
	1.085	1.175	1.230	1.285	1.350	1.425
7	46,104	50,031	52,512	54,993	57,887	61,195
	1.115	1.210	1.270	1.330	1.400	1.480
8	47,343	51,478	54,166	56,853	59,954	63,469
	1.145	1.245	1.310	1.375	1.450	1.535
9	48,584	52,925	55,819	58,715	62,022	65,744
	1.175	1.280	1.350	1.420	1.500	1.590
10	48,584	54,372	57,474	60,575	64,090	68,017
	1.175	1.315	1.390	1.465	1.550	1.645
11	48,584	55,819	59,128	62,435	66,157	70,292
	1.175	1.350	1.430	1.510	1.600	1.700
12	48,584	57,266	60,781	64,296	68,225	72,566
	1.175	1.385	1.470	1.555	1.650	1.755
13	48,584	58,715	62,435	66,157	70,292	74,840
	1.175	1.420	1.510	1.600	1.700	1.810
18	48,584	60,162	64,090	68,017	72,360	77,114
	1.175	1.455	1.550	1.645	1.750	1.865
23	48,584	61,609	65,744	69,878	74,426	79,389
	1.175	1.490	1.590	1.690	1.800	1.920

AP Test Administration, Intervention Tutors, LD Instructional Tutors, Summer School Instructors \$31.42 per hour effective 8/1/23

Home Instruction Teachers \$27.92 per hour effective 8/1/23

Saturday School Supervisor (5-12) \$80.43 per day effective 8/1/23

Evening School Supervisor (5-12) \$76.56 per day effective 8/1/23

Saturday School Supervisor (K-4) \$48.27 per day effective 8/1/23

Evening School Supervisor (K-4) \$48.27 per day effective 8/1/23

BS/135 Semester Hours: The employee has completed a total of 135 semester hours that include a BS Degree

BS/150 Semester Hours: The employee has completed a total of 150 semester hours that include a BS Degree

*MA+15 Semester Hours: The employee has completed a total of 15 semester hours after receiving date of his/her MA Degree

*NOTE: See Article V, Section 1, D for Salary Schedule Advancement

Stipend rate for work defined in Article XIV \$21.75 per hour

ADDENDUM B – supplemental schedules

Supplemental Salary Schedules

Supplemental Salary Schedule

Base 2021-2024 \$33,350 – Schedule “D”

	1 st Year	2 nd & 3 rd Year	4 th & 5 th Year	6 th & 7 th Year	8 th & 9 th Year	10 th & 11 th Year	12 th Year & Beyond
Class 1	0.0251	0.0283	0.0316	0.0348	0.0381	0.0413	0.0446
Class 2	0.0352	0.0397	0.0442	0.0487	0.0532	0.0577	0.0622
Class 3	0.0452	0.0497	0.0543	0.0588	0.0633	0.0678	0.0723
Class 4	0.0552	0.0624	0.0695	0.0767	0.0839	0.0911	0.0983
Class 5	0.0653	0.0738	0.0822	0.0907	0.0992	0.1077	0.1162
Class 6	0.0754	0.0851	0.0949	0.1046	0.1143	0.1240	0.1337
Class 7	0.0854	0.0965	0.1075	0.1188	0.1297	0.1408	0.1519
Class 8	0.0955	0.1078	0.1202	0.1326	0.1450	0.1574	0.1698
Class 9	0.1055	0.1192	0.1339	0.1465	0.1591	0.1728	0.1865
Class 10	0.1775	0.1884	0.2021	0.2161	0.2301	0.2441	0.2581
Class 11	0.2188	0.2328	0.2468	0.2608	0.2748	0.2888	0.3028
Class 54	Per Diem Rate of Compensation through Extended Service Days						
Class 99	Compensation through negotiated language						

Administrators should have the ability to “split a supplemental contract” when necessary for the benefit of the students and the program, provided all parties agree.

Persons holding a year-long supplemental contract should have the ability to request ½ of the payment at the end of the 1st semester.

Class 3 – Gradebook System Manager - in the event of a major electronic grade book malfunction, the individual in this position would be relieved of their classroom duties through the use of a substitute provided by the BOE for the period of time needed to remedy the grade book problem. Deeming a problem as a major electronic grade book malfunction, constituting the need for a substitute would be at the discretion of the Administrative Authority - Director of Administrative Services.

Class 54 – Nurse Coordination supplemental shall address scheduling, responsibility, and training.

Supplemental/Extended Service Job Descriptions listed by class and type are included in Addendum D.

ADDENDUM C – FORMS

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

Leave Entitlements

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care
- To bond with a child (leave must be taken within 1 year of the child's birth or placement)
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

Benefits & Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Eligibility Requirements

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;" and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Requesting Leave

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Employer Responsibilities

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. For additional information or to file a complaint: (1-866-487-9243) TTY: 1-877-889-9627
U.S. Department of Labor Wage and Hour Division

Greenville City School's Board Policy – Family and Medical Leave – GBR

The Board provides leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). Eligible employees are entitled to up to 12 work weeks (or 26 work weeks to care for a covered service member) of unpaid family and medical leave in any 12-month period. The Board continues to pay the District's share of the employee's health benefits during the leave. In addition, the District reinstates the employee to the same or an equivalent position after the employee's return from leave.

In complying with the FMLA, the District adheres to the requirements of applicable State and Federal law.

Grievance Report Forms - Sample

GREENVILLE CITY SCHOOL DISTRICT

GRIEVANCE REPORT

1. Name of Grievant: _____
2. Date of incident giving rise to grievance: _____
3. Date of first filing: _____
4. Was problem discussed with appropriate supervisor? Yes _____ No _____
 Who? _____ Date: _____
5. Concise statement of complaint. Facts upon which complaint is based and the specific provisions alleged to be violated.

6. Remedy Sought: _____

 Signature of Grievant

TO BE FILLED OUT IN TRIPLICATE

GREENVILLE CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM - STEP I

(To be used by the Immediate Supervisor at Step I of Grievance Procedure)

1. Date received: _____
2. Hearing held? Yes _____ No _____ Date: _____
3. DISPOSITION BY SUPERVISOR: _____

 Date

 Signature

Appealed to the Superintendent: _____
 Date: _____

GREENVILLE CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM - STEP II

Name: _____ Date: _____

The disposition of this grievance at Step I has not been satisfactory. It is necessary to appeal this grievance to Step II for the following reasons:

 Date Received: _____

DISPOSITION BY SUPERINTENDENT: _____

 Date

 Signature

Appealed to Step II: _____

GREENVILLE CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM - STEP II

Name: _____ Date: _____

Reason/s why disposition by Superintendent was/were not satisfactory:

 Date Received: _____

DISPOSITION BY BOARD OF EDUCATION: _____

 Date

 Signature

Appealed to Arbitration: _____

EXTENDED SERVICE DAYS – CLASS 54

Position	Number of Days
Career Tech Ag Science	30
Career Tech Auto Technology	4.5
AYES Program	5
Career Tech Interactive Media	1
Construction Technology	3
Career Tech Child Care	4.5
Career Tech Engineering	3
Career Tech Industrial Technology-High School (Engineering)	3
Career Tech Family & Consumer Science-High School	3
Counselor-Grades 9-12	12.5
Counselor Grades 5-8	9.5
School Nurse	3

ACTIVITY LOG FOR EXTENDED SERVICE

GREENVILLE CITY SCHOOLS ACTIVITY LOG FOR EXTENDED SERVICE

NAME _____ EXTENDED CONTRACT TITLE _____

Date	Time Start/Time End	Description of Work Completed

Note: if more than one log is needed, attach additional copies of this log to the original. Submit this log to the responsible administrator at the conclusion of the contractual year's extended service days. Retain a copy for your records.

Goals and Objectives Worksheet – Sample

Greenville City Schools
Goals/Objectives Worksheet *
School Year _____

STAFF MEMBER'S NAME _____

SUBJECT AREA(S) _____

OBJECTIVE _____

LIST OF ACTIVITIES TO ACCOMPLISH OBJECTIVE _____

OBJECTIVE _____

LIST OF ACTIVITIES TO ACCOMPLISH OBJECTIVE _____

OBJECTIVE _____

LIST OF ACTIVITIES TO ACCOMPLISH OBJECTIVE _____

* not part of official evaluation form; not to be retained in personnel file

Classroom Observation Report - Sample

Greenville City Schools
CLASSROOM OBSERVATION REPORT

NAME OF TEACHER _____ ROOM _____

DATE OF OBSERVATION _____ PERIOD _____ COURSE _____ GRADE LEVEL _____

HOW LONG WAS THE OBSERVATION? _____ ENTRY _____ EXIT _____

ITEMS CHECKED WERE OBSERVED:

<input type="checkbox"/> Lesson plan in compliance	<input type="checkbox"/> Opportunities for student participation
<input type="checkbox"/> Materials ready/activities planned	<input type="checkbox"/> Create environment for success
<input type="checkbox"/> Provide examples/demonstrations appropriate to lesson objective	<input type="checkbox"/> Questions for assessment
<input type="checkbox"/> Give correct responses to student requests in relation to lesson	<input type="checkbox"/> Rules established, posted and followed
<input type="checkbox"/> Provide varied learning opportunities to achieve objective	<input type="checkbox"/> Give appropriate feedback
<input type="checkbox"/> High level of ease on task	<input type="checkbox"/> Use positive reinforcement
<input type="checkbox"/> Appropriate lesson pace for class, level, subject	<input type="checkbox"/> Appropriate vocabulary
<input type="checkbox"/> Lesson objective accomplished with more than one learning activity where appropriate	<input type="checkbox"/> Demonstrate good listening skills
<input type="checkbox"/> Appropriate "wait time"	<input type="checkbox"/> No repeated grammatical errors
<input type="checkbox"/> Meet lesson objective	<input type="checkbox"/> High percentage of students achieve lesson objective
	<input type="checkbox"/> Appropriate intervention strategies

OBSERVABLE COMMENTS / SUGGESTIONS:

Signature of Observer Date Signature of Observer

Evaluation Form – Sample

Greenville City Schools
EVALUATION FORM

Teacher: _____ School: _____ Class I: _____ Class II: _____

Appraiser: _____ Subject/Grade: _____ School Year: _____

SECTION 1: GOALS / TARGETS

1. _____

2. _____

3. _____

SECTION 2: APPRAISAL AREAS
3 Point Scale: 3=Outstanding, 4=Good, 5=Satisfactory, 2=Needs Improvement, 1=Dissatisfactory

Personal Qualities	
Planning	
Class Control	
Support with Students	
Professional Performance	
Goal (G) / Target (T)	
Other	

SECTION 3: Semi-Annual Conference _____ Final Conference _____

SECTION 4: SITUATIONS OBSERVED
(Include Dates, Dates, Length of Observations, Subject/Grade Level)

Assessed: _____ Unassessed: _____

The teacher's signature indicates only that he/she has seen this appraisal and does not necessarily indicate that he/she agrees or even concurs with the evaluation.

Teacher's Signature _____ Date _____ Appraiser's Signature _____ Date _____

Greenville City Schools
EVALUATION FORM

SECTION 5: GENERAL OBSERVATIONS / RECOMMENDATIONS FOR IMPROVEMENT

SECTION 6: SPECIFIC MEANS FOR ASSISTANCE

SECTION 7: FACULTY PERSON'S COMMENTS (ATTACHED):

SECTION 8: RECOMMENDATIONS (TO BE MADE AT COMPLETION OF FINAL OBSERVATION)

For re-employment	Yes _____	Yes with reservation _____	No determination at this time _____	No _____
For continuing contract	Yes _____	Yes with reservation _____	No determination at this time _____	No _____
For certificate renewal	Yes _____	Yes with reservation _____	No determination at this time _____	No _____
For reassignment transfer	Yes _____	Yes with reservation _____	No determination at this time _____	No _____

The teacher's signature indicates only that he/she has seen this appraisal and does not necessarily indicate that he/she agrees or even concurs with the evaluation.

Teacher's Signature _____ Date _____ Appraiser's Signature _____ Date _____

Teacher Evaluation Information



Introduction to Teacher Evaluation

The intended purpose of the Greenville City Schools Teacher Evaluation Process is to assess the teacher's performance in relation to the Ohio Department of Education Teaching Standards and to design a plan for professional growth. The evaluator will conduct the evaluation process in which the teacher will actively participate through the use of self-assessment, reflection, presentation of artifacts, and classroom demonstration(s).

In the spring of 2013, a District-wide committee was established to restructure the evaluation process and procedures. The committee consisted of six (6) members, three (3) representing the Association and three (3) representing the Administration. The committee updated the evaluation process and procedures in 2021.

Laura Bemus
Shelia Reichard
Andrea Townsend

Alissa Elliott
Chris Mortensen
Julie Stratman

The evaluation instruments are online at The Ohio Department of Education OTES 2.0. and are based on the Ohio Department of Education Teaching Standards. The instruments are designed to promote effective leadership, quality teaching, and student learning while enhancing professional practice and leading to improved instruction. All of the instruments and processes are designed to encourage professional growth, to be flexible and fair to the persons being evaluated, and to serve as the foundation for the establishment of professional goals and identification of professional development needs.

Purpose

The teacher performance evaluation process will:

- Serve as a measurement of performance for individual teachers;
- Serve as a guide for teachers as they reflect upon and improve their effectiveness;
- Serve as the basis for instructional improvement;
- Focus the goals and objectives of schools and district as they support, monitor, and evaluate teachers;
- Guide professional development for teachers;
- Serve as a tool in developing coaching and mentoring programs for teachers;
- Improve & enhance the implementation of the approved curriculum and teaching standards.

Evaluation Process

Administrator responsibility

- Know and understand the Ohio Department of Education Teaching Standards.
- Participate in training to understand and implement the Teacher Evaluation Process.
- Supervise the Teacher Evaluation Process and ensure that all steps are conducted according to the approved process.
- Identify the teacher's strengths and areas for improvement and make recommendations for improving performance.
- Ensure that the contents of the Teacher Summary Evaluation Report contain accurate information and accurately reflect the teacher's performance.
- Develop and supervise implementation of action plans as appropriate.

Teacher responsibility

- Know and understand the Ohio Department of Education Professional Teaching Standards.
- Understand and implement the Teacher Evaluation Process (OTES 2.0 timeline and tools).
- Understand the OTES 2.0 Teacher Evaluation Process.
- Prepare for and fully participate in the evaluation process.
- Gather data, artifacts and evidence to support performance in relation to standards and progress in attaining goals.

Develop and implement strategies to improve personal performance/attain goals in areas individually or collaboratively identified.

Greenville City Schools Certified Evaluation System Glossary

Analysis of Student Learning	The examination of student information, facts, and statistics that provide insight into student learning and achievement. This information should be used by the teacher to meet the needs of all students; plan instruction, use appropriate teaching strategies, and assess student learning.
Artifacts – teaching, student learning	Items from a teacher’s practice that become evidence to support teacher effectiveness in meeting the <i>Ohio Standards for the Teaching Profession</i> . Artifacts may be in the form of artifacts of teaching/instruction (e.g., student work samples, tests, student projects or written reports).
Collaboration	Ongoing communication among professionals using a variety of formats (e.g., conferences, electronic mail, conference calls) to discuss, plan and implement content—course work, experiences, competencies, knowledge and skills—of the teacher and/or students.
Communication	Any communication that shows the teacher invites and encourages parent/guardian/community involvement in the students’ learning. The communication can be initiated by the teacher or by the parent/guardian/community.
Content-Specific Instructional Strategies	The interaction of the subject matter and effective teaching strategies to help students learn the subject matter. It requires a thorough understanding of the content to teach it in multiple ways, drawing on the cultural backgrounds and prior knowledge and experiences of students.
Data	Factual information used as the basis for reasoning, discussion, or planning.
Differentiated Instruction	The intentional application of multiple modes of instruction in order to meet the needs of all students. To make a lesson specialized by modifying it or, to change it from a generalized form. Adapting content lessons for linguistically diverse students, for gifted students, or for special needs students are examples. Teaching strategies such as flexible grouping may be used.
Entry Year	Teachers who are in the first four years of teaching and who hold a Resident Educator License.
Evaluation System	A system designed to assess the performance and effectiveness of teachers by trained evaluators. The evaluation process includes: orientation, analysis of student learning, formal observation, coaching, collection of artifacts and evidence indicators, students growth data, and a written summative evaluation. The system is designed to include multiple measures of teacher effectiveness and develop teachers’ expertise over time.
Evaluator	The person responsible for overseeing and completing the teacher evaluation process. This is usually the school principal, but it may be someone who holds OTES 2.0 credentials and is a district administrator.
Evidence Component Indicators	Actual events, actions, statements, artifacts, materials and/or log of professional development and activities that serve as evidence of teacher performance, and student learning.
Flexible Grouping	An instructional strategy that groups children in different ways depending on the concept to be learned, the ability level, the amount of instruction, and/or reinforcement needed.
Formal Observation	<i>Announced</i> - A series of steps in preparation for the classroom observation of a teacher including: pre-conference, classroom observation, reflection, and post-conference. The observation should be conducted for a minimum of 30 minutes. <i>Walk-through</i> – An unscheduled observation when the evaluator “drops in” to complete an observation. This observation will include the classroom observation and reflection.
Formative Assessment	A process of measurement that is designed to give teachers feedback on their progress toward a set of skills, understanding, or knowledge. The goal of formative assessment is to enhance performance by providing clear indicators of progress and identifying what has been done successfully as well as areas for improvement.
Goal-Setting	The goal-setting process helps a teacher provide focus and direction to improving practice. Goals must be meaningful and help stretch teachers to higher levels of performance and effectiveness. Goals may serve as a plan for support, coaching, and formative assessment throughout the year. Professional goals may also serve as part of the summative evaluation of teachers.
Improvement Plan	A plan developed by an evaluator and may include input from the teacher for the purpose of articulating specific actions and outcomes needed in order to improve the teacher’s performance.
Log of Professional Development	A record of the professional development activities participated in to serve as evidence.
Multiple Points of Student Learning Data	The analysis and use of student learning data to inform instruction.
Observational Data/Scripting	Events and information observed by an evaluator who records teacher performance and instruction as well as student learning in the classroom.
Ohio Standards for the Teaching Profession	The seven standards are broad categories describing teachers’ knowledge, skills, or performance in the areas of: Students, Content, Assessment, Instruction, Learning Environment, Collaboration and Communication, and Professional Responsibility and Growth. The standards are designed to guide teachers as they reflect upon and improve their effectiveness throughout their careers. Standards should be used to plan and guide professional development.

Ohio Revised Code 3319.111	Refers to the Ohio Code that discusses Evaluating Teachers on Limited Contracts. More information can be found at: http://codes.ohio.gov/orc/3319.11
Performance Rating Rubric	A tool that is used to evaluate teacher performance that would inform the formative and summative evaluations.
Performance Rating Scale	The following rating scale will be used for determining the final evaluation rating for Greenville teachers: <i>Ineffective, Developing, Skilled, and Accomplished</i> , as demonstrated in the Teacher Performance Rubric.
Professional Development	An on-going process that provides opportunities for the educator to increase skill and knowledge, meet the needs of students, and stay current on best practices in the teaching profession. The ultimate goal of this process is to increase student learning and achievement. Professional Development must align with personal, building, district, state and national goals.
Self-assessment	Personal reflection about one's professional practice to identify strengths and areas for improvement conducted without input from others. The self-assessment may be used to clarify performance expectations, guide personal goal-setting and identify professional development, and provide input during the evaluation process.
SMART Goals	SMART criteria include the following components: specific, measurable, attainable, relevant, and time-bound. Goals should be based on an accurate assessment of teacher performance and analysis of student learning. Goals must be meaningful and help stretch teachers to higher levels of performance and effectiveness. Goals may serve as a plan for support, coaching, and formative assessment throughout the year. Professional goals may also serve as part of the summative evaluation of teachers.
Summative Evaluation	A process designed to collect and evaluate evidence of teacher performance and effectiveness using standard, pre-determined criteria. Summative evaluation is used by an evaluator for the purpose of making personnel decisions, recommend improvement plan/remediation, establish goals, and recommend professional development for the teacher. This evaluation normally occurs at the end of an evaluation period and follows the guidelines of the Ohio Revised code 3319.112A.
Summative Feedback	Feedback that is part of the summative evaluation that provides recommendations on goals, a summative scoring rubric effectiveness rating, noted areas of strengths, and recommended areas for improvement.
Walkthrough	An unscheduled/informal classroom observation that will be used to inform the summative evaluation of the teacher. One walkthrough will occur prior to each formal observation.

Timeline and Record of Teacher Evaluation Activities				
Teacher's Name	School:	Grade Level/Subject:		
Evaluator's Name	School Year:			
Teacher Background: (Briefly describe the teacher's educational background, years of experience, teaching assignment, and any other factors that may impact the evaluation.)				
The Greenville Teacher Evaluation is based, in part, on informal and formal observations and conferences conducted on the following dates:				
Activity	Date	Teacher Signature	Evaluator Signature	Due Dates
Self-Assessment (Optional)/ Professional Growth Plan Conference				Oct. 30
Pre-Observation Conference (Optional)				
Classroom Observation #1 Holistic				
Post-Observation Conference #1				Dec. 15
Pre-Observation Conference (Optional)				
Classroom Observation #2 Focused				
Post-Observation Conference #2 (Optional)				
Improvement Plan Development Conference				
Classroom Observation #3				
Post-Observation Conference #3 / Improvement Plan Evaluation Conference				April 15
Classroom Observation #4 / Improvement Plan Evaluation Conference				
Post-Observation Conference #4				April 30
Summary Evaluation Conference				May 1
Teacher Reflection Submitted				May 10
Evaluation Completed and Submitted				May 15

Signature indicates completion, not necessarily agreement.

Observation #3 for Resident educators and teachers designated ineffective or per request. Observation #4 teachers designated ineffective or per request (not required) (must be requested by April 30).

Teacher Evaluation – Other Personnel

Bargaining unit members not included in OTES 2.0 or OCES shall be evaluated according to the following classification. A building administrator shall notify each certified staff member who is scheduled to be evaluated during the school year of their classification.

A. Classifications

1. Class I

1. Beginning Certified Professionals (1-3 years experience)
2. Certified Professionals new to the system
3. Certified Professionals to be evaluated for contract

2. Class II

1. Certified Professionals to be evaluated for upgrading or renewal of certification or licensure
2. Certified Professionals transferred to a new building
3. Tenured Certified Professionals to be evaluated for 4th year of four-year cycle

3. Class III

1. Remaining staff members

B. Evaluation/Observation Cycles:

- 1a. Members in Class I shall receive a minimum of one (1) observation prior to December 31, and a written evaluation.
- 1b. A minimum of one (1) observations between January 1 – April 1 with a written evaluation supplied to the member no later than April 10.
2. Members in Class II shall receive a minimum of two (2) observations and a written evaluation during the school year.
3. Members in Class III shall receive at least one (1) observation and a written report during the school year.

ADDENDUM D – SUPPLEMENTAL JOB DESCRIPTION INDEX

TYPE	SUPPLEMENTAL	CLASS	LOCATOR INDEX
ACADEMICS	Academic Competition Advisor	1	4.1.1.1
ACADEMICS	Young Writers	1	4.1.1.2
ACADEMICS	Math Counts	1	4.1.1.3
ACADEMICS	Science Competition Advisor	1	4.1.1.4
ACADEMICS	Odyssey of The Mind	1	4.1.1.5
ACADEMICS	Art Club Advisor	1	4.1.1.6
ACADEMICS	French Club Advisor	1	4.1.1.7
ACADEMICS	Spanish Club Advisor	1	4.1.1.8
ACADEMICS	Mock Trial	1	4.1.1.9
ACADEMICS	Science Club Advisor	1	4.1.1.10
ATHLETICS	Ninth Grade Football Cheer Advisor	1	4.1.2.1
ATHLETICS	Seventh/Eighth Grade Football Cheer Advisor	1	4.1.2.2
ATHLETICS	Ninth Grade Basketball Cheer Advisor	1	4.1.2.3
ATHLETICS	Seventh/Eighth Grade Basketball Cheer Advisor	1	4.1.2.3
ATHLETICS	High School Volleyball Site Manager	1	4.1.2.5
ATHLETICS	Asst. Varsity/Reserve Basketball Cheer Advisor	1	4.1.2.6
ATHLETICS	Cross Country Track Meet Manager	1	4.1.2.7
ATHLETICS	Basketball/Wrestling Site Manager	1	4.1.2.8
ATHLETICS	Varsity "G" Advisor	1	4.1.2.9
STUDENT ACTIVITIES	Jr. High Yearbook Advisor	1	4.1.3.1
STUDENT ACTIVITIES	SADD Club Advisor	1	4.1.3.2
STUDENT ACTIVITIES	Freshman Class Advisor	1	4.1.3.3
STUDENT ACTIVITIES	Sophomore Class Advisor	1	4.1.3.4
ACADEMICS	National Honor Society Advisor	2	4.2.1.1
ACADEMICS	National Vocational Tech Honor Society Advisor	2	4.2.1.2
ATHLETICS	Varsity And Reserve Football Cheer Advisor	2	4.2.2.1
ATHLETICS	Varsity And Reserve Basketball Cheer Advisor	2	4.2.2.2
ATHLETICS	Varsity And Reserve Soccer Cheer Advisor	2	4.2.2.3
ATHLETICS	Football Site Manager	2	4.2.2.4
ATHLETICS	Junior High Boys Tennis Coach	2	4.2.2.5
ATHLETICS	Junior High Girls Tennis Coach	2	4.2.2.6
ATHLETICS	Assistant Varsity Boys Tennis Coach	2	4.2.2.7
ATHLETICS	Assistant Varsity Girls Tennis Coach	2	4.2.2.8
ATHLETICS	Assistant Varsity Boys Basketball Coach	2	
ATHLETICS	Assistant Varsity Girls Basketball Coach	2	
STUDENT ACTIVITIES	Senior Class Advisor	2	4.2.3.1
STUDENT ACTIVITIES	Environmental Club Advisor	2	4.2.3.2
FINE ARTS	Junior High School Theater Advisor	2	4.2.4.1
OTHER	LPDC Member	2	4.2.5.2

ATHLETICS	Assistant Junior High Boys Track Coach	3	4.3.2.1
ATHLETICS	Assistant Junior High Girls Track Coach	3	4.3.2.2
ATHLETICS	Cheerleading Coordinator	3	4.3.2.3
ATHLETICS	Soccer Site Manager	3	4.3.2.4
ATHLETICS	Jr. Varsity/Varsity Basketball Site Manager	3	4.3.2.5
ATHLETICS	Assistant High School JV Bowling Coach	3	
STUDENT ACTIVITIES	Junior Class Advisor	3	4.3.3.1
STUDENT ACTIVITIES	Student Council Advisor	3	4.3.3.2
OTHER	Grades 6-8 Department Chairpersons	3	4.3.5.1
OTHER	Grades 9-12 Department Chairpersons	3	4.3.5.2
OTHER	LPDC Secretary	3	4.3.5.3
OTHER	LPDC Chairperson	3	4.3.5.4
ATHLETICS	Jr. High Boys/Girls Cross Country Coach	4	4.4.2.1
ATHLETICS	Head Jr. High Boys Track Coach	4	4.4.2.2
ATHLETICS	Head Jr. High Girls Track Coach	4	4.4.2.3
ATHLETICS	Seventh Grade Football Coach	4	4.4.2.4
ATHLETICS	Eighth Grade Football Coach	4	4.4.2.5
ATHLETICS	Seventh Grade Boys Basketball Coach	4	4.4.2.6
ATHLETICS	Eighth Grade Boys Basketball Coach	4	4.4.2.7
ATHLETICS	Seventh Grade Baseball Coach (If 7 th & 8 th grades combined – only 1 coach)	4	
ATHLETICS	Seventh Grade Softball Coach (If 7 th & 8 th grades combined – only 1 coach)	4	
ATHLETICS	Seventh Grade Girls Basketball Coach	4	4.4.2.8
ATHLETICS	Eighth Grade Girls Basketball Coach	4	4.4.2.9
ATHLETICS	Eighth Grade Baseball Coach (If 7 th & 8 th grades combined – only 1 coach)	4	
ATHLETICS	Eighth Grade Softball Coach (If 7 th & 8 th grades combined – only 1 coach)	4	
ATHLETICS	Seventh Grade Jr. High Volleyball Coach	4	4.4.2.10
ATHLETICS	Eighth Grade Jr. High Volleyball Coach	4	4.4.2.11
ATHLETICS	Jr. High School Wrestling Coach	4	4.4.2.12
ATHLETICS	Ninth Grade Baseball Coach	4	4.4.2.13
ATHLETICS	Ninth Grade Volleyball Coach	4	4.4.2.14
ATHLETICS	Varsity Bowling Coach	4	
FINE ARTS	Jr. High School Band Director	4	4.4.4.1
FINE ARTS	Asst. High School Marching Band Director	4	4.4.4.2
FINE ARTS	Jr. High School Orchestra Director	4	4.4.4.3
FINE ARTS	Jr. High Vocal Music Director	4	4.4.4.4
ACADEMICS	Wavelength Advisor	5	4.5.1.1
ATHLETICS	Varsity Boys Golf Coach	5	4.5.2.1
ATHLETICS	Varsity Girls Golf Coach	5	4.5.2.2
ATHLETICS	Varsity Boys Tennis Coach	5	4.5.2.3
ATHLETICS	Varsity Girls Tennis Coach	5	4.5.2.4
ATHLETICS	Asst. High School Girls Soccer Coach	5	4.5.2.5
ATHLETICS	Asst. High School Boys Soccer Coach	5	4.5.2.6

ATHLETICS	Asst. High School Boys Track Coach	5	4.5.2.7
ATHLETICS	Asst. High School Girls Track Coach	5	4.5.2.8
ATHLETICS	Asst. High School Boys & Girls Cross Country Coach	5	
ATHLETICS	Asst. High School Volleyball Coach	5	4.5.2.9
ATHLETICS	Asst. High School Softball Coach	5	4.5.2.10
ATHLETICS	Asst. High School Baseball Coach	5	4.5.2.11
ATHLETICS	Strength/Conditioning Coordinator	5	4.5.2.12
FINE ARTS	Drama Advisor	5	4.5.4.1
FINE ARTS	High School Orchestra Director	5	4.5.4.2
FINE ARTS	Wavette Advisor	5	4.5.4.3
FINE ARTS	Jazz Band Director	5	4.5.4.4
ADADEMICS	High School Yearbook Advisor	6	4.6.1.1
ATHLETICS	Athletic Facility Manager	6	4.6.2.1
FINE ARTS	Wavares High School Vocal Accompanist	6	4.6.4.1
FINE ARTS	Junior High Vocal Accompanist	6	4.6.4.2
ATHLETICS	Varsity Boys/Girls Cross Country Coach	7	4.7.2.1
ATHLETICS	Ninth Grade Football Coach	7	4.7.2.2
ATHLETICS	Ninth Grade Girls Basketball Coach	7	4.7.2.3
ATHLETICS	Ninth Grade Boys Basketball Coach	7	4.7.2.4
ATHLETICS	Varsity Boys/Girls Swim Coach	7	4.7.2.5
ATHLETICS	Equipment Manager	7	4.7.2.6
FINE ARTS	Assistant Vocal Music Director	7	4.7.4.1
ATHLETICS	Asst. Athletic Administrator, Junior High	8	4.8.2.1
ATHLETICS	Asst. High School Football Coach	8	4.8.2.2
ATHLETICS	Asst. High School Girls JV Basketball Coach	8	4.8.2.3
ATHLETICS	Asst. High School Wrestling Coach	8	4.8.2.4
ATHLETICS	Asst. High School Boys JV Basketball Coach	8	4.8.2.5
ATHLETICS	Varsity Baseball Coach	8	4.8.2.6
ATHLETICS	Varsity Boys Soccer Coach	8	4.8.2.7
ATHLETICS	Varsity Boys Track Coach	8	4.8.2.8
ATHLETICS	Varsity Girls Soccer Coach	8	4.8.2.9
ATHLETICS	Varsity Girls Track Coach	8	4.8.2.10
ATHLETICS	Varsity Girls Volleyball Coach	8	4.8.2.11
ATHLETICS	Varsity Softball Coach	8	4.8.2.12
FINE ARTS	Assistant Band Director	8	4.8.4.1
ATHLETICS	Athletic Trainer	9	4.9.2.1
ATHLETICS	Varsity Football Coach	10	4.10.2.1
ATHLETICS	Varsity Boys Basketball Coach	10	4.10.2.2
ATHLETICS	Varsity Girls Basketball Coach	10	4.10.2.3
ATHLETICS	Wrestling Coach	10	4.10.2.4

FINE ARTS	High School Vocal Music Director	10	4.10.4.1
FINE ARTS	High School Marching Band Director	10	4.10.4.2
ATHLETICS	Asst. Athletic Administrator, High School	11	4.11.2.1
ESD	Extended Service Days	54	4.54.1.1
ACADEMICS	Instructional Tutor	99	4.99.1.2
ACADEMICS	Home Instruction	99	4.99.1.3
ACADEMICS	Summer School Teacher	99	4.99.1.4
ACADEMICS	Teacher Sub (Period Subbing)	99	4.99.1.5
OTHER	Coordinator Of Volunteers	99	4.99.5.1
OTHER	Response to Intervention Core Team Member	99	4.99.5.2
OTHER	Mentorship	99	4.99.5.3
OTHER	AP Test Administration	99	4.99.5.4
OTHER	Curriculum Resource Coordination	99	4.99.5.5
OTHER	Curriculum Instruction Presenter	99	4.99.5.6
OTHER	Curriculum Stipend	99	4.99.5.7
OTHER	Evening School/Saturday School Supervisor (K-5)	99	4.99.5.8
OTHER	Evening School/Saturday School Supervisor (6-12)	99	4.99.5.9