AGREEMENT

BETWEEN

GREENEVIEW EDUCATION ASSOCIATION

AND

GREENEVIEW BOARD OF EDUCATION

August 1, 2019 to August 1, 2022

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Association Sole and Exclusive Bargaining Representative

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ARTICLE I

RECOGNITION

A. <u>Association Sole and Exclusive Bargaining Representative</u>

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

ARTICLE II

NEGOTIATIONS PROCEDURES

A. <u>Notification</u>

1. Notification of Negotiations by Either Party

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

2. Date of Notification of Request

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

B. <u>Negotiation Meetings</u>

1. Time Lines for First Bargaining Session

Within fifteen (15) days of written notification of intent to bargain, an initial meeting shall be held between the parties. All proposals shall be exchanged in writing by the ASSOCIATION and the BOARD at this first meeting. No new proposal shall be submitted by either party after the initial meeting unless by mutual agreement.

2. Submission of Original Proposals

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

3. Criteria for Scheduling Meetings

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

C. <u>Negotiation Time</u>

1. Caucus

Either party may call for a caucus of reasonable length.

2. Length of Bargaining Sessions

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

3. Time Limit for Bargaining

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

4. Modification of Time Limits

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

5. Days Defined

a. During School Year

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

b. During Summer Vacation

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

c. Vacation Days

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

D. <u>Representation</u>

1. Number of Each Team

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

2. Right to Request Consultants

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

3. Admittance of Observers

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

E. <u>Information</u>

1. Time Lines For Request

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

F. <u>Press Releases</u>

1. Criteria for Releases Made by Either Party

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

2. Releases Made by Both Parties

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

G. <u>Agreement</u>

1. Ratification Process

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

2. Typing of the Agreement

The BOARD shall be responsible for the typing of the final negotiated AGREEMENT which shall be submitted to the ASSOCIATION as soon as possible after tentative agreement is reached. After the AGREEMENT is signed by both parties, it shall be posted to the Employee Kiosk. The ASSOCIATION shall be responsible for the notifying all teachers when the AGREEMENT is posted.

H. Impasse Procedures

1. Processes to be Followed

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

2. Federal Mediation

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

3. American Arbitration Association

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

a. Meeting and Authority of Arbitrator:

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

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

4. Voting Process of Arbitrator

a. Action by Association

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

b. Action by Board

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

(1) Right of Association to Strike

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

(2) Voting on Arbitrator's Recommendations

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

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. <u>Board Rights</u>

The BOARD shall have the right and responsibility to:

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

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Officers' Names to Superintendent/Board

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

B. <u>Board Meetings</u>

1. Right to Address Board

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

2. Right to Board Agenda

The President of the ASSOCIATION, the designated representative, and all building representatives shall be provided with a copy of agendas for each regular BOARD meeting. Agendas will be sent electronically to the President and anyone the ASSOCIATION requests.

3. Notice of Board Meetings

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

4. Board Information Presented to Association President

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

C. <u>New Hires</u>

With the authorization of the individual teacher, upon request from the ASSOCIATION, the BOARD shall provide to the ASSOCIATION with directory information of all newly employed members of the recognized bargaining unit as early as possible.

D. <u>Use of School Buildings</u>

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

E. <u>Bulletin Boards</u>

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

F. <u>Placement of Materials in Mail Boxes</u>

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

G. <u>Association Leave</u>

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

H. <u>Board Policies</u>

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

I. <u>Copy of Agreement</u>

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

J. <u>Rights by Law</u>

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

K. <u>Rights by Contract</u>

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

L. <u>Curriculum Planning</u>

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

M. <u>Forms</u>

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

N. <u>Deadline for Payroll Deductions of Dues</u>

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

1. Authority of Board to Make Deductions

The Board Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon receipt of the proper authorization forms for County-Wide Credit Union, tax sheltered annuities, contributions to political organizations, United Way, providing seven (7) or more teachers sign up for the ARTICLE IV deduction. County-Wide Credit Union and approved tax-sheltered forms shall be available in the Board Treasurer's office.

ARTICLE V

GRIEVANCE PROCEDURE

A. <u>General Provisions</u>

1. Primary Purpose of Procedure

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

2. Definition of Grievance

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

3. Definition of Grievant

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

4. Distribution of Copy of Group Grievance

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

5. Withdrawal of Grievance

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

6. Number of Representatives at Hearing

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

7. Withdrawal Prior to Step One

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

8. Failure to Timely Process

a. Failure by Grievant

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

b. Failure by Administration

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

B. <u>Definition of Day</u>

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

C. <u>Time Limits</u>

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

D. <u>Non-Contractual Complaints</u>

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

E. <u>Informal Level</u>

1. Time Limits

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

2. Waiver of Grievance

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

3. Reason for Procedure

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

F. <u>STEP ONE</u>

1. Time Limits

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

2. Completion of Grievance Form

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

3. Time Lines for Hearing

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

4. Representation at Step One

Discussions at this step and any further step shall be confined to the issues as written and stated on the Grievance Form and to the relief sought. The teacher may be accompanied at the meeting by an ASSOCIATION Grievance Chairman, ASSOCIATION Officer, or State Association Representative. No attorneys are to be present. The supervisor may be accompanied by another administrator.

5. Decision of Administrator

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

G. <u>STEP TWO</u>

1. Appeal to Step Two

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

2. Time Lines for Hearing

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

3. Right of Representation of the Parties

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

a. Witnesses

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

b. Written Response of Superintendent

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

H. <u>STEP THREE</u>

1. Appeal to *Step Three* Mediation-Arbitration

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

2. Statement of Grievance

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

3. Submission to American Arbitration Association

- **a.** The parties shall mutually petition the American Arbitration Association (AAA) to provide both parties with a panel of arbitrators and an arbitrator shall be selected in accordance with the voluntary rules and regulations of the AAA; provided, however
- **b.** The AAA shall have no authority to appoint any arbitrator not acceptable to both the ASSOCIATION and the BOARD. In the event an arbitrator cannot be selected from any list submitted by the AAA, AAA shall be required to submit a new list until an arbitrator mutually acceptable can be selected by the parties.

4. Arbitration Hearing

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

5. Issuance of Written Decision

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

6. Binding Arbitration

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

7. Authority of Arbitrator

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

8. Arbitrability Challenges

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

9. Release of Grievant

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

I. <u>MISCELLANEOUS</u>

1. Hearings to be in Closed Sessions

All hearing shall be conducted in closed sessions.

ARTICLE VI

TEACHER RIGHTS AND RESPONSIBILITIES

A. <u>Labor/Management Relations Committee</u>

1. District Labor-Management Relations Committee

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

to serve on the Committee. The Superintendent or his designee will chair the Committee the first semester and the Association President will chair during the second semester if an additional meeting is required.

a. Scheduled Meetings

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

b. Purpose of Committee

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

c. Written Minutes to be Provided

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

2. Building Level Labor-Management Committees

a. Composition of Committee

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

b. Purpose of the Committee

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

c. Committee Meetings

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

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

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

4. Agreement cannot be Changed by Committees

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

B. <u>Personnel Files</u>

1. One Personnel File to be Maintained by Superintendent

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

2. Files Are Public Records

Such personnel files are public records.

3. To be Accessible to Public

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

4. Copies to Public

Copies must be supplied at cost to any member of the public seeking copies of any material contained in the personnel file.

5. Notice to Employee When Public Reviews File

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

6. Effects of Changes in Teacher's Employment Status

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

7. Appeals of Contested Materials

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

8. Right to Attach Rebuttal to Questionable Material

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

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

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

C. <u>Public Complaints About Teachers</u>

1. Meetings to be Held at Mutually Agreed to Time

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

2. Definition of Complaint

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

D. <u>Processing of Complaint</u>

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

1. Complaint to be Directed to Principal

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

2. Complaint May be Appealed from Section 1

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

3. Process to Superintendent Level

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

4. Superintendent to Confer with All Parties

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

5. Right to Meet with Board

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

6. Administrator/Supervisor Notes

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

E. <u>Classroom Teaching</u>

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

- **1.** Emergencies.
- **2**. Non-availability of a certificated teacher.
- **3**. If a building administrator wishes to teach class or take the place of an absent employee.
- **4**. Other reasons mutually agreed to by the parties. This provision has no applicability to supplemental contract positions.

F. <u>Teacher Responsibilities</u>

Teachers are expected to:

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

G. Cooperating Teachers

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

ARTICLE VII

WORK DAY/WORK YEAR

A. <u>Planning-Conference Time</u>

1. Duty Free Lunch Period

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

2. Planning and Conference Time

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

3. Alternative Use of Conference Time

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

- **a.** Planning related to their educational responsibilities;
- **b.** For parent-teacher conferences;
- **c.** For meeting and conferences with other teachers, department chairperson, and/or administrators.

B. <u>In-Service Education</u>

1. In-Service Days

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

2. Non-Student Day

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

3. Days to be Developed by Teachers and Administrators

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

C. <u>Notification and Posting of Vacancies/Positions</u>

1. Positions to be Posted

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

2. Summer Announcements

Announcements for vacancies which may become available during the summer months will be posted online on the KIOSK, the District website, and announced through the automated phone call system.

3. Board Right to Determine Qualifications

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

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

No vacancy shall be filled by a person from outside the District until all present qualified employees, who have applied for the vacancy, have been considered and interviewed.

5. Request for Transfer to Another Position

The Administration will distribute the form annually through the Employee KIOSK. Any teacher desiring a transfer to another position whether or not a vacancy exists should submit a written request to the Superintendent by April 15. Such written requests shall be reviewed annually and kept on file for the entirety of the next school year. The right of assignment of all personnel shall rest with the Superintendent as per O.R.C. 3319.01

6. Criteria for Filling a Vacancy

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

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

D. <u>Work Day</u>

1. Extended for Parent-Teacher Conference

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

2. Regularly Scheduled Staff Meetings

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

E. <u>Work Year</u>

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

F. <u>Kindergarten Teacher Record Day</u>

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

G. <u>Mentor Program</u>

- **1.** The District will participate in the Resident Educator Program operated by the Ohio Department of Education.
- 2. Mentors for teachers in Year 1 and the year in which the mentee is to submit their RESA project (either year 2 or year 3) of in the Resident Educator program will receive a stipend of \$1,200 annually, paid in two increments at the end of each semester. Mentors for teachers in off year of the program, not mentioned above, will receive \$200 per person in the cohort group they lead, paid in two increments at the end of each semester. Year 4 mentoring will fall under the direction of the Resident Educator Coordinator and will not be a paid position. The District will continue to compensate the resident educator and the mentor the current District sub pay per day prior to the start of the school year.

ARTICLE VIII

REDUCTION IN FORCE

A. <u>RIF - Reduction In Force</u>

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

B. <u>Process for Reduction in Force</u>

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

1. All Teachers Placed on Seniority List

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

2. Continuing Contract Seniority List

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

3. Limited Contract Seniority List

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

4. Seniority Defined

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

5. Board Approved Leaves of Absence Including Military Service

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

6. Effects of Interrupted Service

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

7. Cases of Ties in Length of Service

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

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

8. Selection of Staff to be Reduced

Teachers on continuing contracts will be given preference over teachers on limited contracts. Teachers on limited contracts will be given preference over teachers who are on retire/rehire contracts. Recommended reductions in a teaching field will be based on the teacher's performance, as documented in the most recent evaluation. In the event the evaluations of two teachers are comparable, the least senior will be laid off. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification, so long as the evaluations of the two teachers are at least comparable. Any teacher eligible to displace another teacher with less seniority must exercise his/her right to do so at the time the teacher is notified he/she will be affected.

9. Notification to Affected Teachers

The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Retire/Rehire teachers who have been reduced as a result of B.8 are not eligible to be placed on the recall list. Teachers on the recall list will have the following rights:

- **a.** No new teachers will be employed by the BOARD while there are teachers on the recall list who are licensed for the vacancy.
- **b.** Teachers on the recall list will be recalled in the order in which they were reduced for vacancies in areas for which they are certificated.
- **c.** If a vacancy occurs, the BOARD will send a certified announcement to the last known address of all teachers on the recall list who are

qualified according to those provisions. It is the teacher's responsibility to keep the BOARD informed of his/her current address. All teachers are required to respond in writing to the District Office within seven (7) calendar days. Any teacher who fails to respond within the seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.

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

11. Policy Only for Reduction in Force

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

ARTICLE IX

PROCESS OF NON-RENEWAL/TERMINATION OF CONTRACTS

A. <u>Process of Non-renewal of Regular Limited Contracts</u>

1. Non-Renewal and Appeal

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

2. Notice of Possible Non-Renewal of Contract.

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

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

3. Non-Renewal of Limited Contracts.

- **a.** Any limited contract teacher shall be entitled to notice of the Superintendent's intention to recommend non-re-employment ten (10) working days before the Board meeting at which such recommendation is to be made. Such teacher shall be entitled to meet with the Superintendent or his/her designee to discuss the matter before the Board meeting and shall, upon request, be furnished the reasons in writing for the recommendation. (If incidents or conditions occur or arise during the month of May which cause a recommendation of non-re-employment, the teacher shall be notified immediately and given the reasons in writing if requested.)
- **b.** The evaluation procedures adopted by the Board supersede Ohio Revised Code 3319.111.
- **c.** The provisions of this procedure shall apply only to regular teaching contracts, and not to supplemental contracts.

B. <u>Termination of the Contract of a Teacher</u>

1. Termination of a Contract

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

2. Procedures of a Termination

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

3. Appeals of a Termination of a Contract

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

C. <u>Non-Renewal of Supplemental Contracts</u>

1. Date of Notification

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

2. Clarification of Non-Renewal of Supplemental Contracts

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

3. Date of Posting

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

4. Process of Filling of Vacancies for Said Positions

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

ARTICLE X

CONTINUING CONTRACTS

A. <u>Attaining a Continuing Contract</u>

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

B. <u>Continuing Contract Eligibility</u>

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

C. <u>Non-Awarding of Continuing Contract.</u>

According to Ohio Revised Code 3319.11

ARTICLE XI

EVALUATION PROCEDURES

A. Evaluation Process to be Used

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

B. <u>Evaluation Procedure to be Equally Applied</u>

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

C. Board to Adopt Evaluation Instrument

It shall be the prerogative of the BOARD to adopt the evaluation instrument.

The evaluation procedures shall be at least equivalent to those set forth in Ohio Revised Code 3319.111.

ARTICLE XII

HIRING OF RETIRED TEACHERS

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

A. <u>Credit for Prior Teaching Experience</u>

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

B. <u>Employment or Re-employment of Retired Teachers</u>

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

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

C. <u>Teacher in the Bargaining Unit</u>

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

D. <u>Deemed New Employee</u>

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

E. <u>Conversion of Sick Leave to Severance</u>

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

F. <u>Rehired teachers</u>

A rehired teacher will be laid off ahead of other teachers on limited contract in the event of a reduction in force. Rehired teachers who are laid off will not have recall rights.

ARTICLE XIII

ACADEMIC DISTRESS COMMISSION

A. <u>Academic Distress Commission</u>

As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this contract unless the District would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from academic distress with this Agreement intact.

ARTICLE XIV

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. <u>Mission</u>

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

B. <u>Purpose</u>

The LPCD is established for the following purposes:

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

C. <u>Duties</u>

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

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

2. LPDC Membership

- **a.** The LPDC shall be comprised of five (5) members. Three (3) shall be teachers. Two (2) shall be administrators.
- **b.** Teacher members shall be appointed per GEA Constitution and Bylaws. Administrative members shall be appointed by the superintendent. **
- **c.** The duties of the LPDC shall be:

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

D. <u>Operating Procedures</u>

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

approval by the LPDC prior to the time of renewal. The educator should seek approval for any change in the IPDP during its life prior to implementing the change. It is likewise the responsibility of the educator to maintain a personal record of all locally approved CEU's and university transcripts. Previously approved IPDPs of teachers new to the district will be honored by the LPDC.

E. <u>Appeals Process</u>

- 1. If the IPDP is rejected by the LPDC, the educator shall be given a copy of the IPDP review criteria with reasons for rejection clearly indicated. Educators may then submit a revised pan within thirty (30) days of the initial rejection notice, or submit additional documentary materials or explanation to justify the plan. Either the educator or the LPDC may request a conference to discuss any such concerns.
- **2.** In the event the LPDC does not approve an educator's IPDP or does not approve the educator's professional development used for renewal of a certificatory or license, the educator should contact the LPDC Chairperson for direction concerning the initiation of an appeals process.
- **3.** The appeals process shall include the following:
 - **a.** Rejection by the LPDC of the educator's IPDP and/or other professional development work applied to the renewal of a certificate or license.
 - **b.** The LPDC and/or educator should request reconsideration.
 - **c.** Following reconsideration, the LPDC again votes to approve or reject the revised proposal.
 - **d.** If the lack of approval still exists, the educator may request the formation of a three-person appeals panel which shall review and rule on the LPDC decision.
 - **e.** The panel shall consist of:
 - (1) The GEA President or his/her designee.
 - (2) The Superintendent of Schools.
 - (3) An educator, from the district, chosen by the educator filing the appeal.
 - **f.** If further appeal is necessary, the educator may appeal to the Ohio Department of Education as the administrative agency of the Ohio State Board of Education.

F. <u>Records and Files</u>

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

G. <u>Evaluation</u>

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

H. <u>Compensation</u>

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

ARTICLE XV

LEAVES OF ABSENCE

A. <u>Sick Leave</u>

1. Fifteen Days Accumulation Per Year

Each contracted teacher shall be entitled to fifteen (15) days of sick leave with pay for each year of employment by the BOARD to be credited at the rate of one and one-fourth $(1 \frac{1}{4})$ days per month (O.R.C. 3319.141).

2. Use of Sick Leave

Sick leave shall be used for absences due to:

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

3. Completion of Document Upon Return of Sick Leave

The teacher shall specify the reason the sick leave was used in the Employee KIOSK. If medical attention was required, the teacher shall state this on the sick leave form.

4. Maximum Number of Days of Accumulation

Sick leave is accumulative to a maximum of 263 days.

5. Transfer of Accumulated Sick Leave

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

6. Total Accumulation Not to Fall Below Maximum Accumulation

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

7. Falsification of Sick Leave Use

The BOARD may request a signed statement from the teacher's physician to justify the use of sick leave if they miss more than three (3) consecutive days or if observable patterns of leave are noted. Falsification of the sick leave statement constitutes just cause for the termination of a teacher's contract pursuant to Ohio Revised Code Section 3319.16.

8. Exhaustion of Sick Leave

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

B. <u>Sick Leave Bank</u>

1. Purpose:

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

2. Provisions of Eligibility:

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

- **b.** After the start of each school year, all new employees and employees not currently in the bank will receive a written notice of the open enrollment period which will provide an opportunity to enroll in the bank before October 1st. Initial membership will consist of two (2) non-refundable days of sick leave, to be deducted from the employee's sick leave accumulation and transferred to the S.L.B. prior to October 1. Each employee will receive a notice of receipt indicating his/her participation in the program.
- **c.** Employees may join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's Office during the period of September 1 through October 1. No annual contribution of sick days will be required to maintain membership in the S.L.B. If an employee cancels their membership at any time and wishes to rejoin at a later date, two (2) days will again be required to reestablish membership.
- **d.** If fifteen (15) participants are not enrolled by the initial enrollment deadline of October 1, the bank will not be established for that school year. Upon request, the ASSOCIATION President shall be informed of the total number of participants in the S.L.B. each year at the close of the enrollment period as well as the current balance of days in the bank at that time.

3. **Operational Procedures**

- **a.** Loans will be limited to participating certificated employees for use only in cases of the certificated employee's own, or a member of the employee's immediate family, personal illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the S.L.B. Board.
- **b.** Applications for loans from the Sick Leave Bank must be made on the certificated employee's Application for Sick Leave Bank Form. A Physician's Statement is required with each application in order to be considered for a loan.
- **c.** A loan will be considered only after the certificated employee has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System.

4. Sick Leave Bank Board

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

5. Loan and Payback Procedures

- **a.** The maximum number of days that a person may borrow from the bank is twenty (20) total days. The certificated employee SHALL NOT be required to repay these twenty (20) borrowed days. The S.L.B. Board may also consider loans for extreme situations affecting certificated employees who are enrolled in the S.L.B. Certificated employees may apply for up to an additional ten percent (10%) of the days available in the S.L.B. The certificated employee would be required to repay these additional days.
- **b.** The participant who borrows additional days, over and above the twenty (20), from the S.L.B shall repay a maximum of six (6) days each year on the last paycheck of the month of the yearly anniversary date of the loan.
- **c.** In the event the certificated employee is unable to accrue the total number of required days owed to the S.L.B. (6 days) at the end of each 12-month period, the BOARD will deduct the certificated employee's daily rate times the number of unaccrued days owed for that period.

6. Policy Procedures

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

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

- **b.** Application for the S.L.B. days must be made to the Treasurer.
- **c.** The S.L.B. Board shall meet and render a decision within ten (10) days of receipt of request.
- **d.** Unused requested days shall be returned to the S.L.B.
- **e.** The S.L.B. will begin with two (2) days from each contributing employee. When the fund is depleted below forty (40) days, each participant will be assessed one (1) additional day. The S.L.B. Board

shall be responsible for notifying certificated employees of each assessment period.

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

C. <u>Personal Leave</u>

1. Reasons for Requesting Personal Leave

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

2. Excluded Reasons for Use of Personal Leave

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

3. Request to be Approved by Building Principal

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

a. Number of Teachers Able to Use Leave

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

b. Exclusions for Use of Personal Leave

Personal leave may not be used:

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

(**Note:** In case of a demonstrated emergency, or any other personal circumstances where leave is deemed fundamentally necessary, these rules may be waived by the building principal)

4. Request to be Completed on Forms

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

5. Leave Not to be Deduction of Salary

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

6. Leave Not to be Accumulative

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

7. Leave to be Granted for Following Reasons

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

- **a.** Attendance at the graduation of a spouse, child, or self.
- **b.** Attendance at the wedding ceremony of the bargaining unit member or the bargaining unit member's child.
- **c.** Participation in a wedding ceremony as an official member of the wedding party.
- **d.** Death of an individual not covered by sick leave.
- **e.** Legal matters which cannot be resolved or dealt with except during the school day.
- **f.** Registration for college courses for which there is no after-school or night-time registration.
- **g.** ASSOCIATION business; after the eight (8) days of ASSOCIATION leave.
- **h.** Personal business which cannot be conducted at any other time.
- i. Teachers who also have a Coaching Supplemental Contract can use Personal Leave to attend events related to the sport they coach for the District (i.e. State Tournament games as a spectator)

8. Without Detailing the Personal Business

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

9. Leave May be Granted for Emergency Reasons

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

10. Two (2) Days Granted Without Pay

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

D. <u>Assault Leave</u>

1. Leave to be Granted

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

a. Teacher Must be Unable to Perform Duties

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

b. Information to be Included on Appropriate Form

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

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

2. Form to be Returned to Superintendent

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

3. Request for Examination May be Requested

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

4. BOARD to Determine Applicant's Eligibility for Leave

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

5. Teacher to Cooperate in Pursuing Legal Action

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

6. Maximum Number of Days

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

a. Superintendent Right to Extend Leave

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

7. Rights of Teacher After Exhaustion of Leave

- **a.** If the teacher remains unable to perform his/her contracted duties, he/she may apply for:
 - (1) Sick leave
 - (2) Workers' compensation (if eligible)
 - (3) An unpaid leave of absence
 - (4) Disability retirement.

8. Leave is Not Accumulative

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

E. Family and Medical Leave

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

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

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

his/her position. Requests for intermittent or reduced schedule family care or teacher disability leave must be further supported by medical certification as to the necessity and expected duration of the leave, and for planned medical treatments, the dates and duration of each treatment.

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

F. <u>Military Duty</u>

1. Leave Shall be Granted

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

2. Rate of Compensation

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

G. Jury Duty

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

H. <u>Court Leave</u>

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

I. <u>Other</u>

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

1. Request to be in Writing

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

J. <u>Teacher Attendance at Professional Meetings</u>

1. Superintendent/Designee to Grant Such Leave

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

- **a.** In-state professional conferences
- **b.** Workshops or seminars designed to improve professional competence for a maximum of two (2) days.
- **c.** Teachers who also have a Coaching Supplemental Contract can use their allowable Professional Days to attend workshops and conferences related to the sport they coach for the district.

2. Granting of Additional Days

Additional days may be considered. Such conferences, workshops or seminars should be related to the individual's current or pending teaching assignment. (These requirements may be waived at the discretion of the Superintendent.) Workshops, conferences, and trainings required by administration will not count toward the maximum of two (2) days referenced in 1.b. or the \$500 referenced in J.6.

3. Application to be Made to Superintendent

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

4. Expenses to be Approved in Advance

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

5. Full or Partial Payments to be Granted by Superintendent

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

6. Reimbursement for Professional Days

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

K. <u>Professional Growth Program</u>

- **1.** The Board shall maintain a Professional Growth program for appropriate additional study.
- 2. Teachers may elect to participate in the program by obtaining advance approval of the Superintendent who will base approval upon the appropriateness of the course work for which compensation is being requested.

- **3.** During the school year, compensation shall be within thirty (30) days of proof of satisfactory completion and documentation of the cost of the approved course.
- **4.** Satisfactory completion for reimbursement shall mean that the teacher receives at least a "B" in the course or pass in a course when pass/fail is the only grading method.

L. <u>Unpaid Leaves of Absence</u>

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

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

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

2. Leave Request to be Completed on Appropriate Forms

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

3. Form to Include Reason for Leave

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

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

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

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

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

6. Time Not to be Used for Salary Placement

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

7. Parental Leave

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

8. Placement after Return to Duty

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

ARTICLE XVI

INSURANCE

A. <u>Insurance Program</u>

Employees shall be eligible to participate in a Board-approved health care plan. Beginning January 1, 2020 employees will be offered a high deductible health plan (HDHP) that will include a Health Savings Account (HSA).

For an employee with single coverage, the BOARD will pay \$1,000 into the HSA in year one and \$250 annually in year two and three. Additionally, the BOARD will contribute matching contributions up to \$250 in all three years (FY20-FY22) if the staff member contributes a matching amount towards the HSA.

For an employee with family or employee + kids coverage, the BOARD will pay \$2,000 in the HSA in year one and \$500 annually in year two and three. Additionally, the BOARD will contribute matching contributions up to \$500 in all three years (FY20 - FY22) if the staff member contributes a matching amount towards the HSA.

Said annual contributions will be paid to employees in January, or when the employee's HSA account is eligible to accept contributions. The matching contributions will be paid at the same rate as the employee-elected deductions, until the maximum BOARD contribution has been met.

B. <u>Hospitalization/Major Medical Insurance Benefits</u>

Hospitalization/Major Medical Insurance benefits for teachers and dependents of teachers providing the benefits which are as more fully described in the EPC Schools Choice Plus H S A Plan– Greeneview Local Schools booklet.

1. The following insurance coverage and provisions apply to the HDHP:

Deductible:	
In Network	\$2,000 single/\$4,000 family
Out of Network	\$4,000 single/\$8,000 family
Coinsurance	0% after deductible is met
Out of Pocket:	
In Network*	\$2000 single/\$4000 family
Out of Network*	\$5,000 single/\$10,000 family

*Affordable Care Act dictates that the Out of Pocket includes the medical deductible and medical co-pays

C. <u>Dental Insurance Benefits</u>

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

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

D. <u>Medical Insurance Contributions</u>

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

1.	Board Monthly Contribution	Full-Time Teacher Monthly Contribution
	<u>Single or Family Plan</u> 80% of Monthly Premium Cost FY20 – FY22	<u>Single or Family Plan</u> 20%of Monthly Premium Cost FY20 – FY22

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

E. <u>Life Insurance Benefits</u>

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

- **1.** Life Insurance in the amount of \$45,000 for all regular full-time teachers who have an annual contract with the Board.
- **2.** Accidental Death and Dismemberment Insurance in the amount of \$45,000 for all regular full-time teachers who have an annual contract with the Board.
- **3.** The Life Insurance specified in Section E. shall be provided without cost to all full-time teachers who are on the active working payroll on the effective date of this agreement, and who are regular full-time teachers of the Board, who have an annual contract with the Board, and for whom coverage is in effect immediately prior to the effective date of this Agreement. The Life Insurance Program specified in Section E. shall also be provided without cost to all regular full-time teachers and/or new full-time teachers who are hired

after the effective date of this Agreement, effective on the first day of the month following the date of this Agreement or the date they commence actual employment with the Board, whichever is the later date, for all regular full-time teachers of the Board who have an annual contract with the Board.

F. <u>Vision Insurance</u>

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

G. <u>General Provisions</u>

- The foregoing insurances described in Sections B., C and E. shall be 1. continued for any eligible teacher who pays the teacher's portion as set forth in Sections B. and D. during any period when such teacher is on the active working payroll, compensated sick leave, compensated leave of absence, Family and Medical Leave of Absence, non-compensated approved leave of absence of less than thirty (30) days, disability leave of absence of less than ninety (90) days, or for teachers working only during the regular school year and not working during the summer break period, until such teachers either resign their employment status or fail to return to active working status at the commencement of the next school year. Teachers on non-compensated approved leave of absence (except disability leave of absence) of over thirty (30) days' duration who desire to continue insurance coverage described above in Sections B, C. and E. past the period for which the Board has agreed to continue coverage for the teacher may do so by paying the full group premium for such insurance to the Treasurer of the Board on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued. Teachers on approved disability leave of absence over ninety (90) days' duration who desire to continue such insurance coverage past the period for which the Board has agreed to continue coverage for the teachers may do so by paying one-half (1/2) of the full group premium for such insurance to the Treasurer of the Board on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued for the remainder of the first year of the disability leave. In the event such part premium is timely paid by the teacher, the BOARD will be responsible for the remaining one-half (1/2) of the group premium for the remainder of the first year of the disability leave. In the event coverage is discontinued for any period, the teacher shall have the right to acquire insurance through the insurance carrier in accordance with its policies, and coverage cannot be reacquired through the Board until the teacher returns to active working status.
- **2.** Unless a properly completed application form for any of the insurances described in Sections B, C and E is filed with the Treasurer of the BOARD within thirty (30) days of the date the teacher commences active working status, or returns to active working status from leave, whichever is applicable, coverage will not be available until the next open enrollment period.

3. In the event a teacher desires to change from one type of coverage to a different type of coverage (e.g., single to dependent), the teacher must file a new application with the Treasurer of the Board. For the changed coverage to be effective on the date of the change of marital status of the teacher, the new application must be on file with the Treasurer of the Board prior to twenty (20) days after the event.

4. All Insurance Subject to Benefits Listed

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

5. Effective Date of Resignation of a Teacher

For purposes of this Article, the effective date of resignation of any teacher shall be either: (1) the day prior to the commencement of the next school teaching year, or (2) the effective date of resignation as submitted on the teacher's resignation notification, whichever date shall occur first.

6. Both spouses are Employees

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

7. Section 125 Plan

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

ARTICLE XVII

SALARY/COMPENSATION PROCEDURES

A. <u>Salary Schedule</u>

1. Placement on Schedule

Employees will be transitioned to the new salary schedule by being placed at the step where they will receive a 3% to 5% increase in year one.

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

- **a. Class I** Teachers with Bachelor's degree with an institution recognized by the Department of Education, State of Ohio.
- **b. Class II** Teachers with a Master's degree.
- **c. Class III** Teachers with a Master's degree and who have earned fifteen (15) additional semester hours of graduate degree work earned after the date of receiving the Master's degree. Such work shall be limited to areas of current certification and/or subject matter area related to the teaching assignment or other work approved by the Superintendent.
- **d. Class IV** Teachers with a Master's degree and thirty (30) additional semester hours of graduate degree approved course work earned after the date of receiving the Master's. Such work shall be limited to areas of current certification and/or subject matter/area or other work approved by the Superintendent.
- **e. Class V** Teachers with a Master's degree and forty-five (45) additional semester hours of graduate degree approved course work earned after the date of receiving the Master's degree, after being placed on column VI, shall be placed on this column. Such work shall be limited to areas of current certification and/or subject matter/area or other work approved by the Superintendent.
- **f.** A lifetime maximum of eight semester hours earned after the Master Degree is received may be undergraduate hours if approved by the LPDC.

2. Credit from Other Experience

a. Credit from Other Schools

Full credit shall be granted for all experience in elementary and secondary public and non-public schools either within or outside the

State of Ohio up to a maximum of ten (10) years. (O.R.C. 3317.13). Full credit shall be granted for teaching experience in chartered nonpublic school located in Ohio when such teaching was done as a certified teacher. (Included in the ten-year maximum above.)

b. Credit for Comparable Experience

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

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

d. Military Credit

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

B. <u>Definition of Year Credit</u>

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

C. <u>Other Wages</u>

- **1.** Home Instruction teachers will be paid at the rate of twenty-five (\$25.00) per hour.
- **2.** Alternative School teachers will be paid at the rate of twenty-five (\$25.00) per hour.
- **3.** Summer School teachers shall be paid at the rate of twenty-five (\$25.00) per hour.
- **4.** Saturday Alternative Program teachers will be paid Fifteen Dollars (\$15.00) per hour.

D. <u>Reimbursement for Travel</u>

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

E. <u>Pay Procedures, Periods and Deductions</u>

1. Method of Pay

The payment of teacher salaries shall be distributed over the twelve (12) calendar months on the basis of twenty-four (24) periods, on the 10th and 25th of each month, commencing at the beginning of September each school year. If payday falls on a Saturday, pay will be made on Friday and if payday falls on a Sunday, pay will be made on Monday.

2. Daily Rate Determined

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

F. Mid-Year Salary Adjustment

1. Additional Hours Prior to September 1

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

2. Hours Earned After September 1

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

G. Salary Adjustments Due to Overpayment

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

H. <u>Internal Substitution</u>

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

I. <u>Workers' Compensation</u>

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

1. Individuals Covered Under Workers' Compensation

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

J. STRS Severance Retirement Pay

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

1. Total Days Per Year

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

2. Severance to be Paid on Per Diem Rate

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

3. Payment to be Made in Lump Sum

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

4. Payment Made Only Once

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

5. Rights of Heirs

In the event of death, any teacher who has ten (10) years of service in the Greeneview Local School District shall be deemed to have retired on the date immediately preceding the date of death. Payment of the retirement pay shall be disbursed in accordance with the applicable laws of the State of Ohio. The qualified appointed Executor or Administrator of the teacher's estate shall make application for payment of these benefits.

K. <u>Attendance Incentive</u>

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

- **1.** Sick Leave and Personal Leave will be used to calculate an attendance percentage. Each teacher who meets the attendance goals for the completed work year shall receive an incentive payment.
- **2.** The percent incentive will be based on the teacher's annual base contract amount.

Percent Attendance	Percent Incentive Payment
100%	1.5%
99-99.9%	1.25%
98-98.9%	1.0%
97-97.9%	0.75%
96-96.9%	0.5%

2. Benefit to be Received on Last Pay in June

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

3. Early Retirement Incentive Plan

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

L. <u>Direct Deposit of Pay Checks</u>

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

M. <u>Supplemental Contracts</u>

1. A distinct supplemental contract will only be awarded in sports where there are enough participants to enter an OHSAA event as a recognized team, according to OHSAA bylaws. If a team fails to meet this status, student-athletes may participate as individuals representing Greeneview Schools, but the supplemental contract will not be awarded to the coach.

- 2. Two distinct supplementals will be given in Golf and Bowling if there are enough participants on each team to enter into OHSAA events as a recognized team, according to OHSAA bylaws. Otherwise, only one team will be assembled and one coaching contract will be awarded for the coed team.
- 3. Two (2) distinct supplemental contracts will be given for Middle School Power of the Pen and High School PenOhio advisors if there are at least five (5) participants at each level of competition. Similarly, two (2) supplementals will be given for High School and Middle School Robotics advisors if there are at least five (5) participants at each level of competition. If there are fewer than five (5) participants at one or both levels, only one team will be assembled and only one supplemental contract will be awarded.

ARTICLE XVIII

EFFECTS OF CONTRACT

A. <u>Complete Agreement</u>

1. Acknowledgment of Parties

The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreement arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this AGREEMENT constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

2. Prior Negotiated Agreements Not Binding on Parties

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

B. <u>Non-Discrimination</u>

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

ARTICLE XIX

DURATION AND IMPLEMENTATION

A. Duration

This Agreement on language and insurance benefits shall be effective from 12:01 a.m. August 1, 2019 and shall continue in full force and effect until 12:00 a.m. August 1, 2022 and from year to year thereafter, unless either the Board or the Association serves written notice on the other of its intention to either terminate, amend, or modify this Agreement as required by Article 2, Section C. of this Agreement. Any agreement or amendment supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.

The BOARD and ASSOCIATION agree to re-open this AGREEMENT in FY21 to negotiate salaries only.

B. Base for Future Negotiations

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

Suzanne Arthur, President Greeneview Board of Education

Angela Reagan, Vice President Board of Education

Isaac Seevers, Superintendent

Jacob McGrath, Treasurer

Lori Bolen, GEA President Association Negotiator

Sue Ellis Association Negotiator

Sam Hook Association Negotiator

Paul Thompson Association Negotiator

Alicia Manor Association Negotiator

2019-2020	SALARY	Y SCHED	ULE
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<u>.</u>			Masters	Masters +15	Masters +30	Ma	ster+ 45	Step
Step	E	Bachelors	(1.035)	(1.04)	(1.045)		(1.05)	Increase
		1	1.035 factor	1.04 factor	1.045 factor	1.	05 factor	
0	\$	39,000	\$ 40,365	\$ 41,980	\$ 43,869	\$	46,062	1.8B/1.9
1	\$	39,702	\$ 41,132	\$ 42,777	\$ 44,702	\$	46,937	1.8B/1.9
2	\$	40,417	\$ 41,913	\$ 43,590	\$ 45,552	\$	47,829	1.8B/1.9
3	\$	41,144	\$ 42,710	\$ 44,418	\$ 46,417	\$	48,738	1.8B/1.9
4	\$	41,885	\$ 43,521	\$ 45,262	\$ 47,299	\$	49,664	1.8B/1.9
5	\$	42,639	\$ 44,348	\$ 46,122	\$ 48,198	\$	50,607	1.8B/1.9
6	\$	43,406	\$ 45,191	\$ 46,998	\$ 49,113	\$	51,569	1.8B/1.9
7	\$	44,187	\$ 46,049	\$ 47,891	\$ 50,047	\$	52,549	1.8B/1.9
8	\$	44,983	\$ 46,924	\$ 48,801	\$ 50,997	\$	53,547	1.8B/1.9
9	\$	45,793	\$ 47,816	\$ 49,729	\$ 51,966	\$	54,565	1.8B/1.9
10	\$	46,617	\$ 48,724	\$ 50,673	\$ 52,954	\$	55,601	1.8B/1.9
11	\$	47,456	\$ 49,650	\$ 51,636	\$ 53,960	\$	56,658	1.8B/1.9
12	\$	48,310	\$ 50,594	\$ 52,617	\$ 54,985	\$	57,734	1.8B/1.9
13	\$	49,180	\$ 51,555	\$ 53,617	\$ 56,030	\$	58,831	1.8B/1.9
14	\$	50,065	\$ 52,534	\$ 54,636	\$ 57,094	\$	59,949	1.8B/1.9
15	\$	50,966	\$ 53,533	\$ 55,674	\$ 58,179	\$	61,088	1.8B/1.9
16	\$	51,883	\$ 54,550	\$ 56,732	\$ 59,285	\$	62,249	1.8B/1.9
17	\$	52,817	\$ 55,586	\$ 57,810	\$ 60,411	\$	63,432	1.8B/1.9
18	\$	53,768	\$ 56,642	\$ 58,908	\$ 61,559	\$	64,637	1.8B/1.9
19	\$	54,736	\$ 57,718	\$ 60,027	\$ 62,728	\$	65 <i>,</i> 865	1.8B/1.9
20	\$	55,721	\$ 58,815	\$ 61,168	\$ 63,920	\$	67,116	1.8B/1.9
21	\$	56,724	\$ 59,933	\$ 62,330	\$ 65,135	\$	68,391	1.8B/1.9
22	\$	57,745	\$ 61,071	\$ 63,514	\$ 66,372	\$	69,691	1.8B/1.9
23	\$	58,785	\$ 62,232	\$ 64,721	\$ 67,633	\$	71,015	1.8B/1.9
24	\$	59,843	\$ 63,414	\$ 65,951	\$ 68,918	\$	72,364	1.8B/1.9
25	\$	60,920	\$ 64,619	\$ 67,204	\$ 70,228	\$	73,739	1.8B/1.9
26	\$	62,016	\$ 65,847	\$ 68,481	\$ 71,562	\$	75,140	1.8B/1.9
27	\$	63,133	\$ 67,098	\$ 69,782	\$ 72,922	\$	76,568	1.8B/1.9
28	\$	64,269	\$ 68,373	\$ 71,108	\$ 74,307	\$	78,023	1.8B/1.9
29	\$	65,426	\$ 69,672	\$ 72,459	\$ 75,719	\$	79,505	1.8B/1.9
30	\$	66,604	\$ 70,995	\$ 73,835	\$ 77,158	\$	81,016	1.8B/1.9

SUPPLEMENTAL SALARY SCHEDULE

]	Experi	ience I	Levels		ŀ	Experier	els				
Position		0		1		2		3		4		5
Advisors												
Senior Class	0.02	692	0.023	779	0.025	865	0.028	952	0.030	1038	0.033	1125
Junior Class	0.02	692	0.023	779	0.025	865	0.028	952	0.030	1038	0.033	1125
Sophomore Class	0.01	346	0.013	433	0.015	519	0.018	606	0.020	692	0.023	779
Freshman Class	0.01	346	0.013	433	0.015	519	0.018	606	0.020	692	0.023	779
High School Yearbook	0.02	692	0.023	779	0.025	865	0.028	952	0.030	1038	0.033	1125
Middle School Yearbook	0.01	346	0.013	433	0.015	519	0.018	606	0.020	692	0.023	779
Service Club	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
High School Student Council	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
Middle School Student Council	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
National Honor Society	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
High School Robotics	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
Middle School Robotics	0.015	519	0.018	606	0.020	692	0.023	779	0.025	865	0.028	952
Quick Recall Advisor	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
Quick Recall Ass't Advisor	0.015	519	0.018	606	0.020	692	0.023	779	0.025	865	0.028	952
Varsity "G"/Student Section Advisor	0.018	606	0.02	692	0.023	779	0.025	865	0.028	952	0.03	1038
Middle School Power of the Pen	0.01	346	0.013	433	0.015	519	0.018	606	0.02	692	0.023	779
High School PenOhio	0.01	346	0.013	433	0.015	519	0.018	606	0.02	692	0.023	779

Monitors	
AM/PM Detention	\$15.00/hour
Instructional Monitor (Tutor, Home Instr)	\$25.00/hour
Parking Lot Monitor	\$15.00/hour
Saturday School Monitor	\$15.00/hour

Extended Days												
Librarian	up to	10 da	ays at	per di	iem ra	ate						
Guidance Counselor	up to 12 days at per diem rate											
Dean of Students	0.07	2422	0.08	2768	0.09	3114	0.1	3460	0.11	3806	0.12	4152

Music & Productions

music w Houndhois	_											
Instrumental Music												
Marching Band Director	0.1	3460	0.103	3547	0.105	3633	0.108	3720	0.110	3806	0.113	3893
Assistant Band Director (if more than 20 mem.)	0.055	1903	0.058	1990	0.060	2076	0.063	2163	0.065	2249	0.068	2336
Colorguard Director	0.055	1903	0.058	1990	0.060	2076	0.063	2163	0.065	2249	0.068	2336
Pep Band Director	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
Concert Band Director	0.02	692	0.023	779	0.025	865	0.028	952	0.030	1038	0.033	1125

Choral Music

Concert Choir Director	0.02	692	0.023	779	0.025	865	0.028	952	0.030	1038	0.033	1125
Sensations Show Choir Director	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298

SUPPLEMENTAL SALARY SCHEDULE

Productions	

Troutcuons												
Fall Play Director	0.035	1211	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644
Spring Production/Musical Director	0.05	1730	0.053	1817	0.055	1903	0.058	1990	0.060	2076	0.063	2163
Spring Drama/Stage Assistant	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
Music Department Admin. Ass't.	0.03	1038	0.033	1125	0.035	1211	0.038	1298	0.040	1384	0.043	1471

Athletic Positions

Varsity Head Coach	0.1	3460	0.103	3547	0.105	3633	0.108	3720	0.110	3806	0.113	3893
High School Assistants (4)	0.055	1903	0.058	1990	0.060	2076	0.063	2163	0.065	2249	0.068	2336
7th & 8th Grade, Head Coach (1 each)	0.055	1903	0.058	1990	0.060	2076	0.063	2163	0.065	2249	0.068	2336
7th & 8th Grade, Assistants (1 each)	0.04	1384	0.043	1471	0.045	1557	0.048	1644	0.050	1730	0.053	1817

Soccer

Sociel												
Boys & Girls Head Coach (1 each)	0.08	2768	0.083	2855	0.085	2941	0.088	3028	0.090	3114	0.093	3201
Boys & Girls Assistant Coach (1 each)	0.04	1384	0.043	1471	0.045	1557	0.048	1644	0.050	1730	0.053	1817

Volleyball

Varsity Head Coach	0.075	2595	0.078	2682	0.080	2768	0.083	2855	0.085	2941	0.088	3028
JV Head Coach or Varsity Assistant Coach (1)	0.04	1384	0.043	1471	0.045	1557	0.048	1644	0.050	1730	0.053	1817
7th & 8th Grade Head Coach (1 each)	0.035	1211	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644

Cross Country												
Head Varsity Coach	0.035	1211	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644

Golf												
Head Varsity Coach	0.035	1211	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644

Wrestling

Varsity Head Coach	0.075	2595	0.078	2682	0.080	2768	0.083	2855	0.085	2941	0.088	3028
JV Head Coach or Assistant Coach (1)	0.04	1384	0.043	1471	0.045	1557	0.048	1644	0.050	1730	0.053	1817
Middle School Head Coach	0.035	1211	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644
Middle School Assistant	0.02	692	0.023	779	0.025	865	0.028	952	0.030	1038	0.033	1125

Swimming

Head Varsity Coach	0.05	1730	0.053	1817	0.055	1903	0.058	1990	0.060	2076	0.063	2163

Bowling

Head Coach 0.035 1211 0.038 1298 0.040 1384 0.043 1471 0.045 1557 0.048 164

SUPPLEMENTAL SALARY SCHEDULE

Basketball	1											
Boys & Girls Varsity Head Coach	0.1	3460	0.103	3547	0.105	3633	0.108	3720	0.110	3806	0.113	3893
Boys & Girls Junior Varsity Head Coach	0.055	1903	0.058	1990	0.060	2076	0.063	2163	0.065	2249	0.068	2336
9th Head Coach or Varsity Assistant Coach (1)	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644	0.050	1730
7th Grade Boys & Girls Head Coach	0.035	1211	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644
8th Grade Boys & Girls Head Coach	0.035	1211	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644
Cheerleading]											
Varsity Football Coach	0.035	1211	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644
Varsity Basketball Coach	0.035	1211	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644
9th Head BB or Varsity Assistant Coach (1)	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
7th & 8th Grade Coach (FB&BB combined)	0.03	1038	0.033	1125	0.035	1211	0.038	1298	0.040	1384	0.043	1471
	_											
Baseball												
Varsity Head Coach	0.05	1730	0.053	1817	0.055	1903	0.058	1990	0.060	2076	0.063	2163
JV Head Coach or Varsity Assistant Coach (1)	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644	0.050	1730
Junior High Baseball Coach	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
	_											
Softball												
Varsity Head Coach	0.05	1730	0.053	1817	0.055	1903	0.058	1990	0.060	2076	0.063	2163
JV Head Coach or Varsity Assistant Coach (1)	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644	0.050	1730
Junior High Softball Coach	0.025	865	0.028	952	0.030	1038	0.033	1125	0.035	1211	0.038	1298
	-											
Tennis												
Boys & Girls Head Coach (1 for each season)	0.035	1211	0.038	1298	0.040	1384	0.043	1471	0.045	1557	0.048	1644
Track		-	-	-	-		-				-	
Boys & Girls Varsity Head Coach (1)	0.075	2595	0.078	2682	0.080	2768	0.083	2855	0.085	2941	0.088	3028
Varsity Assistants (3)	0.04	1384	0.043	1471	0.045	1557	0.048	1644	0.050	1730	0.053	1817
Boys & Girls Middle School Head Coach (1)	0.043	1471	0.045	1557	0.048	1644	0.050	1730	0.053	1817	0.055	1903
Middle School Assistants (2)	0.02	692	0.023	779	0.025	865	0.028	952	0.030	1038	0.033	1125
		-	-	-	-		-				-	
Middle School Athletic Assistant	0.01	346	0.013	433	0.015	519	0.018	606	0.020	692	0.023	779
Strength Coach	-	-	-	-	-						-	
Fall	0.03	1038	0.033	1125	0.035	1211	0.038	1298	0.040	1384	0.043	1471
Winter	0.03	1038	0.033	1125	0.035	1211	0.038	1298	0.040	1384	0.043	1471
Spring	0.03	1038	0.033	1125	0.035	1211	0.038	1298	0.040	1384	0.043	1471
Summer	0.03	1038	0.033	1125	0.035	1211	0.038	1298	0.040	1384	0.043	1471

GREENEVIEW LOCAL SCHOOLS REQUEST FOR PERSONAL EMERGENCY LEAVE

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

Employee Name:	Requested Leave Date:
Building:	Current Job Assignment:

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

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

Applicant's Signature

Date

This personal emergency leave request is ______ approved ______ not approved.

Building Principal's Signature

Date

GREENEVIEW LOCAL SCHOOL DISTRICT 4800 Cottonville Road Jamestown, Ohio 45335

MEMORANDUM

To: Certified Employee

From: Superintendent

Subject: Sick Leave Bank

I wish to participate in the Sick Leave Bank. I understand that upon initial enrollment two (2) days sick leave will be deducted from my accumulated total and that I may be assessed at a later time for one (1) additional day should the fund deplete below forty (40) days. I also understand that I am eligible to benefit from the S.L.B. if and when there is a need and the proper procedures set forth are followed. Membership shall be continuous unless cancelled in writing to the Treasurer's office during the period of September 1 through October 1.

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

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

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

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

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

Name

Date

Superintendent

Date

School or Building

Receipt Verification

GREENEVIEW LOCAL SCHOOL DISTRICT 4800 Cottonville Road Jamestown, Ohio 45335

EMPLOYEE APPLICATION FOR SICK LEAVE BANK

Name	Date
Address	
Telephone Number	
Number of Sick Days Used this School Year	-
Number of Sick Days Used for Current Illness	-
Employee's Reason for Request (be specific)	
Estimate of Additional Days Needed	
Name of Attending Physician	
Address of Attending Physician	
Telephone Number of Attending Physician	

Please submit request to Superintendent

Appendix F

GREENEVIEW LOCAL SCHOOL DISTRICT 4800 Cottonville Road Jamestown, Ohio 45335

SICK LEAVE BANK PAYBACK RECORD									
Employee				Building					
Month/Year	Borrowed		N	umber of Day	s Borrowed _				
Year 1		Year 2 Days Carried Over			Year 3 Days Carried Over				
Month	Days Accrued	Payback Day	Balance	Days Accrued	Payback Day	Balance	Days Accrued	Payback Day	Balance
		-							

	Year 1	Year 2	Year 3
Total Accrued			
Up to 6 Days Borrowed			
Total Carried Over to Next Year			
Deduct Days			

Sick Leave Repayment Guidelines:

- 1. The five days borrowed from the Treasurer's Office must be repaid during the first four months.
- 2. A maximum of 6 of the borrowed days must be repaid each year on the last paycheck of the month of the yearly anniversary date of the loan.
- 3. In the event the employee is unable to accrue the total number of required days owed to the Sick Leave Bank (up to maximum of six) at the end of each of the 12 month period, the Board will deduct the employee's daily rate times the number of un-accrued days owed for that period.