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NEGOTIATED AGREEMENT

Between the

Green Local Teachers Association

and

The Green Local Board of Education

EFFECTIVE

July 1, 2024 THROUGH June 30, 2027

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ARTICLE 1 - RECOGNITION

A. Recognition of the Association

The Green Local Board of Education, hereinafter referred to as the "School Board", recognizes the Green Local Teachers Association, hereinafter referred to as the "Association", as the sole negotiations representative of the certified, regular full or part-time teachers, full time or part-time LD tutors, school counselors, literacy support coach, academic support coordinator, and nurses. Such sole representation for the specified bargaining unit shall be limited by both parties to salaries, hours and/or terms and conditions of employment. Substitutes, aides, non-certificated employees, principals, assistant principals, administrative, supervisory staff and non-teacher certificated personnel are specifically excluded from the bargaining unit.

Green Local Teachers Association ("GLTA") is an affiliate of the Ohio Education Association and the National Education Association, and is the sole and exclusive representative of the bargaining unit.

B. Recognition of the Board

The Association recognizes the school board as the locally elected body charged with the establishment of policies for public education in the Green Local School District and as the employer of all personnel of the school system.

C. Recognition of the Superintendent

The Association and the school board recognize the Local Superintendent as the chief executive officer and the primary professional advisor of the board and who, as such, shall participate in the negotiation process.

ARTICLE 2 - NEGOTIATIONS

A. Negotiable Items

Matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are the items considered negotiable.

B. Initiation of Negotiations

Negotiations shall be initiated not later than sixty (60) nor more than ninety (90) days prior to the ending of the terms of the previous contract by written notification of one party to another requesting to enter into negotiations. Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent and the School Board. Request from the School Board will be made in writing to the President of the Association. Requests for meetings shall contain a description of the items for negotiations.

C. Negotiation Meetings

The requests for negotiations shall contain a suggested time and date for the first negotiation session. A mutually agreed upon time will be reached by the designated negotiations teams for the Board and designated representatives of the Association within five (5) days of the request as to the time and place of the meeting which shall be within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time. Unless mutually agreed upon by the parties, meetings shall not be held during hours in which school is in session. Such meetings shall be in executive sessions and are closed.

D. Negotiators

The School Board and the Association shall each designate five (5) negotiators for that period of time necessary to resolve issues related to negotiable items. Observers may be admitted upon mutual agreement of both teams. Either party may have up to two (2) additional observers if they so desire. Parties may call upon professional and lay representatives to consider matters under discussion and to make suggestions. Necessary clerical assistance shall be permitted to be present. The expense of such consultants or clerical assistance shall be borne by the party requesting them.

Each team shall designate one chief spokesperson who shall make verbal response for his team members and be responsible for initialing any tentatively agreed to items.

E. Procedures

The first negotiation session held will be an informal meeting with the Superintendent and Association President where they will exchange the parties' full proposals and formalize the schedule. At the first formal negotiation session, the teams will establish mutually accepted guidelines. Following this, the Association will begin their presentation and explanation of their proposals, followed by the School Board. No further items for negotiation will be included subsequently without mutual consent of the parties. Negotiations shall proceed until a tentative agreement is reached on a contract.

Both parties shall agree to a time, date and place for the next negotiations session.

F. Mediation

Either party may request the use of mediation at any time during negotiations in an effort to reach an acceptable settlement. The negotiations teams may agree on any person to serve as mediator. If no agreement can be reached, a mediator will be requested from FMCS (Federal Mediation and Conciliation Service) whose rules and regulations will govern the mediation. The expenses of the mediator, if any, will be equally shared by the parties.

G. Agreement

If tentative agreement is reached on these matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Association and the School Board for ratification. If ratified by the Association, said written memorandum of understanding between parties shall then be submitted to the Board for its consideration. If approved by the affirmative vote of a majority of the full membership of the Board, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

The resulting agreement shall be binding on both parties and when necessary the provisions shall be reflected in individual contractual terms.

Should either party fail to ratify the contract, then the parties shall proceed with the settlement of dispute procedure.

H. Disagreement Procedural Timelines

1. Ohio Revised Code 4117.14 Dispute Settlement between Employee and Public Employer

    a. §4117.14 governs successor contract negotiations procedures between the District and the labor unions representing District employees.

    b. §4117.14(B)(1)(a) requires the District or a labor organization representing District employees to serve written notice upon the other party of its intent to enter into negotiations on a successor contract not less than 60 days prior to the expiration of the existing contract(s). (June 30, 2007)

    c. §4117.14(B)(1)(b) requires the parties to bargain collectively for the purpose of negotiating a successor CBA.

    d. §4117.14(B)(1)(c) requires the parties to notify the State Employees Relations Board (SERB) by sending a copy of the Notice to Negotiate.

    e. §4117.14(B)(2) requires the parties to negotiate for a minimum of 60 days calculated from the date following the Notice to Negotiate.

    §4117.14(B)(3) mandates that the parties continue to follow all terms and conditions of the current CBA for a period of at least 60 days following the Notice to Negotiate or until the expiration of the collective bargaining agreement, whichever is later. The parties cannot resort to a lockout or a strike during this negotiation period.

2. Mutually Agreed Upon Dispute Resolution Procedure

   a. Responsibilities

      The parties pledge themselves to negotiate in good faith and, in the event of disagreement, to use mediatory facilities as are available. The Association agrees that it will not, during the effective period of this Agreement, engage in or encourage any form of work stoppage, nor will it refuse to, or encourage a refusal to, render full services.

   b. Impasse and Mediation

      If the foregoing procedures do not produce a satisfactory settlement, either party may declare impasse on those items on which agreement has not been reached. The party declaring impasse may request the matter be submitted to mediation for the purpose of resolving any and all unresolved issues, on mutually acceptable terms. The Federal Mediation and Conciliation Service (FMCS) process of initiating a mediation shall be used.

      The mediator so appointed shall meet with representatives of the parties and shall take such steps he may deem appropriate to remove the causes of deadlock and persuade the parties to resolve their differences. The mediator shall have a maximum of ten (10) days, excluding holidays, from the time of appointment to affect a resolution of the matters at issue.

   c. Ultimate Impasse

      The parties shall be deemed to be at ultimate impasse pursuant to O.R.C.§4117 with all rights and responsibilities set forth herein once impasse is declared pursuant to Section 2.b. above.

   d. Costs

      The costs which may be incurred in securing and utilizing the services of a mediator shall be paid equally by the Board and the Association.

   e. This impasse procedure is the parties' alternative dispute resolution procedure and is intended to supersede and replace the statutory procedures contained in O.R.C.§4117.14.

ARTICLE 3 - ORGANIZATIONAL RIGHTS

Recognition of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association and its affiliates or parent organizations shall have the following rights:

The building representatives of the Association in each individual school will have the use of bulletin board space designated by the Principal for Association business.

The Association President shall be provided all agendas, minutes, and other information generally provided the public and made available to Board members no later than the time of public distribution. The Association president or his/her designee shall be informed of any agenda changes.

Association announcements may be made on school building public address systems in accordance with established procedures.

Representatives may make announcements at the end of school faculty meetings.

Association use of the school building will be in accordance with established school board policy.

With the permission of the individuals involved, names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.

The President of the Association and/or a designee and/or the Consultant of the Association shall have the right to visit schools. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall make the Principal or in his/her absence the acting building administrator, aware of the visit. The visitation time desired will not interfere with normal teaching duties of the professional staff member to be contacted.

The cost of printing this contract will be shared 50/50 by the Association and the Board. The Board bears the responsibility of printing the contract and for the life of the contract will provide the Association with enough copies for all bargaining unit members and for all new employees.

The Association shall be authorized to use Board-owned equipment, including but not limited to computers, printers, scanners, phones, calculators and all types of audiovisual equipment. Supplies used in connection with such equipment use will be furnished or paid for by the Association.

The Board, upon five (5) calendar days' notice from the Association, shall place the Association on regular Board meeting agendas. The Association, upon request, may be placed on the agenda at all emergency or special meetings. Discussion with the Association shall be in open or executive session at the discretion of the Association.

Upon request of the Association President, the Association shall within five (5) calendar days, excluding Sunday, Saturday, and holidays, be provided financial documents that are regularly and routinely prepared in the normal course of the district business. Such documents shall include but not be limited to appropriations reports, treasurer's reports, amended certificates, tax budgets, SM-1 and SM-2.

The Association will be permitted to use school mailboxes to disseminate official association information.

GLTA shall have access to all new employee orientation meetings, preferably with exclusive time to discuss union issues and membership. The union shall be provided a ten (10) day notice of all employee and orientation meetings. GLTA may have up to ½ hour to address potential members.

Bargaining unit members shall have the right to Association representation at any meeting, conference or hearing called by the administration. GLTA shall have access to all District staff meetings with dedicated time for the Association to address staff.

An association representative involved in representation of a bargaining unit employee at any presentation will not, if the presentation is scheduled on work time, suffer any loss of pay for time spent in such presentations. Time shall not exceed three (3) days.

ARTICLE 4 - BOARD MANAGEMENT RIGHTS

A. Except as specifically modified by this agreement, the Board of Education retains without limitations all powers, rights and authority vested in it by laws, and the rights and responsibilities of a public employer enumerated in Section 4117.08 (C) of the O.R.C. These rights include:

1. To determine matters of inherit managerial policy, including but not limited to areas of discretion or Board policy such as functions and programs of the public employer, standards of service, budgeting, use of technology, and organizational structure;

2. To direct, supervise, evaluate and hire active structure;

3. To maintain and improve the efficiency and effectiveness of governmental operations;

4. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. To suspend, discipline, demote, transfer, discharge for cause, layoff, assign, schedule, promote or retain active employees;

6. To adopt, modify, discontinue and enforce rules, policies and procedures for performance, discipline and safety;

7. To determine the overall mission of the Board as a unit of government;

8. To effectively manage the work force;

9. To take actions necessary to carry out the mission of the public employer as a governmental unit.

B. The exercise of the foregoing management rights by the Board shall be limited only by the express terms of this Agreement.

C. Complete Agreement

The Board and the Association agree that during contract negotiations, which lead to this Agreement, both parties have the unlimited right to make proposals and counter proposals within the scope of bargaining. Both parties further agree that the written provisions of this Agreement represent complete and entire understanding between the parties. Any items previously agreed to and not included in the written provisions contained herein shall be null and void, and shall have no further force or effect upon either party. All provisions of this Agreement shall remain in full force and effect during the terms of this Agreement, and no changes will be made in any wages, hours, terms and conditions of employment, unless negotiated.

ARTICLE 5 - EQUAL OPPORTUNITY

Except as maybe required by applicable law, state or federal regulation, there shall be no discrimination or intimidation against any bargaining unit member as a result of, or because of such staff member's race, color, sex, age, sexual orientation, gender identity, marital status, military or veteran status, national origin, religion, disability, genetic information or union membership or activism.

The School Board will consider confidential, and not release, a bargaining unit member's personally identifiable and/or medical information except as required by local, state, or federal law.

ARTICLE 6 - MEMBERSHIP ENROLLMENT AND CONTINUATION

The Association's membership year is from September 1 through August 31 and is a continuous membership unless dropped according to the negotiated procedure.

Membership is continuous from year to year unless membership is cancelled pursuant to the contract. Membership cancellation period is from August 1 to August 31. All members who wish to cancel membership will notify the Association President as well as the Treasurer to cancel their membership.

ARTICLE 7 - DISCIPLINE PROCEDURE

A. Disciplinary warnings and reprimands of a unit employee shall be private. An affected unit member may if he/she deems it necessary, request the presence of an Association representative. When such request is made, the conference shall not be delayed more than one (1) school day due to the availability of the representative. Such representation will be at the discretion of the unit member and shall not be denied.

B. Employee Discipline

1. Unless described in section C of the Article, discipline shall be progressive in accordance with the procedure set forth below.

2. Progressive Discipline Procedure:

a. Informal/Verbal Warning (documentation in writing)

b. Written Reprimand

c. Suspension without pay not to exceed three days

d. Suspension without pay not to exceed five days

e. Termination

Commencing with Level 2(b) Written Reprimand, no employee shall be subject to discipline except for cause. A building principal shall have the right to issue informal/verbal warnings and written reprimands. The Superintendent shall have the right to issue suspensions.

C. The principles of progressive discipline shall be applied except when the severity of the offense merits moving to a higher level of discipline. Additionally, if a unit employee is indicted or charged with a criminal offense, other than a minor traffic violation, the Superintendent shall have the right to suspend the unit employee without pay pending the disposition of the charge. If the charges prove false because the employee is found not guilty by the court, then the employee will be reinstated with back pay for the period within.

D. Any written record of disciplinary action will be kept in the employee's personnel file in compliance with Article 14.

E. Informal warnings are not subject to the grievance procedure.

F. Termination will be conducted in accordance with O.R.C.§. 3319.16

ARTICLE 8 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.

2. "Days" as used in this procedure shall be work days exclusive of negotiated or federally recognized holidays. During the summer, a work day shall mean Monday through Friday exclusive of holidays.

3. The "aggrieved" or "grievant" shall mean a professional staff member, a group of professional staff members or the Association acting on behalf of itself or professional staff, or any member or group of professional staff members.

4. The "party in interest" is the party with whom the aggrieved has a grievance.

5. Representation: Representation of the aggrieved may be by any approved agent(s) of the Association.

B. Statement of Basic Principles of Operation

1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. The Association will designate one or more representatives for processing grievances in each building. The name of the designated representative shall be given to the principal of the building(s) concerned and to the Superintendent within one (1) week after such designation.

3. The President of the Association shall receive from the grievant prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the forms hereto attached setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, to the President of the Association and the administrator involved.

4. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. Arbitration hearings, however, shall be held during regular working hours unless scheduled otherwise by the arbitrator.

5. The aggrieved and/or his designee shall be present at any grievance hearing. When the presence of the aggrieved at a grievance hearing is requested, only illness or any other serious incapacity of the aggrieved shall be grounds for any necessary extension of the grievance procedure time limits.

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

7. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

8. A copy of the grievance shall not be filed in the teacher’s personnel file. No records, documents, or communications concerning a grievance will be placed in the personnel file of any of the participants. An official closed file of materials pertaining to the grievance will be established by the administrator responsible for personnel upon final resolution of the grievance.

9. Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level.

C. Procedure

Level One - Discussion with Supervisor. Any teacher having a grievance shall first discuss such grievance(s) with his immediate superior. Nothing in this procedure shall be construed as limiting the rights of a teacher, having a complaint or problem, to discuss the matter informally with members of the Administration through normal channels of communication.

Level Two – Administration. A formal grievance may be lodged with the administrator within fifteen (15) work days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance on the form identified attached as Appendix D. The grievance conference shall occur within fifteen (15) work days after the grievance is filed. The grievant may elect to be accompanied by a GLTA representative. The administrator shall respond in writing within ten (10) work days after the formal grievance conference.

Level Three – Superintendent. In the event a grievance has not been satisfactorily resolved at Level Two, the grievant may file, within five (5) work days of the principal's or the appropriate administrator's written decision at Level Two, a copy of the grievance with the Superintendent. Within ten (10) work days after such written grievance is filed, the grievant/the grievant's representative, and the Superintendent or his designee shall meet to attempt to resolve the grievance. The Superintendent or his designee shall file his decision within five (5) work days of the Level Three filing and communicate it to the grievant.

Level Four – School Board. If the aggrieved is not satisfied with the disposition at Level Three, then he/she may initiate Level Four of this procedure. The Association and the aggrieved may refer the grievance to the Board within ten (10) work days of the Superintendent's written decision at Level Three.

Level Five – Arbitration. If the aggrieved is not satisfied with the disposition at Level Four, then he/she may within ten (10) work days of the Board's written decision, initiate Level Five of this procedure. The Association and the aggrieved may refer the grievance to an arbitrator by giving notice to the Superintendent and/or the Board of its desire to do so. The arbitrator shall be chosen from a list provided by the FMCS.

Selection and hearing shall be in accordance with the voluntary rules and regulations of the FMCS.

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 copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be binding on the Board, the Association, its member(s), and the teacher(s) involved.

Cost of Arbitration

The fees and expenses of the arbitrator shall be the responsibility of the party that loses the decision. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

* Work day means instructional day and/or days the school district is open for business. The school district is closed on the following nine (9) days: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.

Selection and hearing shall be in accordance with the voluntary rules and regulations of the FMCS.

SEE APPENDIX D FOR FORM

ARTICLE 9 - REDUCTION-IN-FORCE

A. The Board may reduce the number of teaching and/or supplemental contracts for the reasons set forth in O.R.C. 3319.17 or due to the return to duty of a regular teacher after a leave of absence or other assignment or for financial reasons. The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for teachers who retire, resign or whose limited contracts are non-renewed.

B. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Limited contracts which are due to expire will be suspended in accordance with the following general procedures:

1. The Board shall handle all staff reductions first through normal attrition

2. First-year limited contract teachers shall be reduced by using the following order:

    a. Licensure/Certification

    b. Meritorious service as determined by formal evaluation

    c. When evaluations are comparable, by lowest seniority in the School District

3. Second-year or more limited contract teachers shall be reduced by using the following order:

    a. Licensure/Certification

    b. Meritorious service as determined by formal evaluation

    c. When evaluations are comparable, by lowest seniority in the School District

4. Continuing contract teachers shall have their contracts suspended beginning with the least senior teacher and continuing in reverse seniority order. Continuing contracts shall be suspended only after all limited contracts in the teaching field of assignment by using the following order:

    a. Licensure/Certification

    b. Meritorious service as determined by formal evaluation

    c. When evaluations are comparable, by lowest seniority in the School District

5. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

6. Seniority will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this district.

    a. Board approved leaves of absences such as military leave, professional leave and disability leave will not interrupt seniority, but time spent on other type leaves shall not count toward seniority.

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

        (i) The date of the board meeting at which teacher was hired, and then by;

        (ii) The date the teacher signed his/her initial employment contract in the district, and then by;

        (iii)Any remaining ties will be broken by lot.

7. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification, provided that he/she has, prior to next school year, taken an academic refresher course in the area of certification required to fill the vacancy. Any such election must be made at the time the teacher is notified (s)he will be affected. For purposes of this section, in order to "bump" the less senior teacher, proper certification/licensure for the position (HQT) must be currently held.

8. Factors other than seniority and contract status, such as training and experience, may be used to determine those affected by a reduction in force if the Superintendent is able to dearly demonstrate that the use of some other factor is necessary to achieve a fiscal or educational goal that could not be met by strict adherence to seniority and contract status.

C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of reduction. Thereafter, employees shall lose their right to recall. Teachers while on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy and have or will have taken an academic refresher course in the area of certification, required for vacancy, during the period he was on the recall list.

2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated, provided they have taken an academic refresher course in the area of certification, required for the vacancy, during the period he/she was on the recall list.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within ten (10) calendar days. The most senior of those responding will be given the vacant position. Teachers who do not respond within ten (10) working days, shall not be considered for the position for which they are being notified.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff. The effective date of any reduction of force under this section is May 31 of the applicable school year. That teacher will receive all remaining wages earned on the next payroll date.

D. This Article shall not interfere with any other lawful personnel procedure in the District.

DEFINITION OF ACADEMIC REFRESHER COURSE

An academic refresher course is defined as a 3 semester hour or 4 quarter hour college level, academic subject, related to the area of certification.

ARTICLE 10 - VACANCIES

A. Definitions

1. Vacancy - A vacancy is an opening in the District for which a member of the bargaining unit is certificated/licensed and is a highly qualified teacher (HQT) as determined by the Ohio Department of Education.

2. Assignments - An assignment means the subject area, grade level and the building in which member is presently assigned.

3. Voluntary Transfers - A change in a teaching position from one position to another position at the request of the member. Members may ask for a transfer in areas in which they are certified.

4. Involuntary Transfer - An involuntary transfer shall be an employer-initiated reassignment either in subject, grade level or building assignment.

5. Seniority - The length of active continuous service as a certificated employee under regular contract in this District beginning with the date of the original contract as verified by the board minutes. (Inactive employees on RIF do not accrue seniority while RIF'ed.)

B. Vacancies

1. As vacancies become known to the Superintendent and the Board of Education which are determined to be filled, they will be posted on the bulletin board of each school building's administrative office and the teacher's mailboxes.

2. The posting shall contain the following information:

   a. the position(s) available

   b. the requirements and qualifications for the job

   c. the application deadline

   d. the anticipated starting date

   e. any additional information considered by the administration to be pertinent to the job

3. All vacancies shall be posted in all buildings for seven (7) calendar days as well as emailed to the members. The notice shall state the qualifications necessary for the position.

4. Current members of the bargaining unit shall be given first consideration for employment to fill posted vacancies. For each position being sought, the bargaining unit member must submit a separate, new, written application. Such application must be submitted to and verified by the central office staff by 3:30 P.M. within seven (7) calendar days.

5. Such vacancies shall be filled on the basis of the individual's qualifications for the position, certification, and where appropriate seniority as determined by the Superintendent.

   In cases of ties in seniority, the tie will be broken by the date and time at which the teaching contract was first returned to the Board office. The first returned is the most senior.

C. Assignments & Involuntary Transfer

When instructional needs so require, the Superintendent shall be permitted to involuntarily transfer or assign a bargaining unit member. The Superintendent's decision, pursuant to this section, shall be reasonable and may not be appealed unless such a decision can be shown as arbitrary, capricious or manifestly unreasonable.

1. Should a change in assignment between buildings and/or grade levels be anticipated, the Principal will inform the bargaining unit member concerned. At the bargaining unit member's request, the Principal will meet with the individual to discuss the proposed change.

2. Any member of the bargaining unit who is re-assigned or involuntarily transferred shall be given written notification of such re-assignment or transfer two (2) weeks before the first day of school unless an emergency or unforeseen situation arises.

3. A bargaining unit member who is involuntarily re-assigned or involuntarily transferred shall receive a stipend of $1000.00 per re-assignment or transfer.

D. Voluntary Transfers

1. A bargaining unit member shall have the right to request transfer from building to building by making a formal written request to the Superintendent no later than June 1st of the current school year.

2. If the transfer is not honored by the Superintendent, the teacher shall be given reasons as to why the voluntary request for transfer is denied, if the teacher so requests. Further, the request for voluntary transfer shall be kept on file for at least one (1) year.

E. Supplemental Contracts

All vacant supplemental contracts positions will be posted. Consistent with ORC 3313.53, current employees of the Green Local School District will be considered first when hiring for all supplemental positions. The employee must be qualified and the Board, in their discretion, must give sound reason for not hiring the GLSD employees over applicants outside the system.

Nothing in this article shall preclude the Superintendent's right to transfer under 3319.01 ORC; nor the Board of Education's right to determine when a vacancy exists, and whether or not to fill such vacancy.

ARTICLE 11 - TEACHER CONTRACTS

A. Sequence of Limited Contract:

Limited regular contracts shall be issued in the following order:

1. Upon initial employment the first limited contract shall be at least one (1) year.

2. Upon renewal for the first time of a teacher's regular limited contract, a limited contract of two (2) years shall be offered. (Creating the new sequence of 1,2,3,5)

3. At the end of the two (2) year contract, a limited contract of three (3) years shall be offered. Subsequent limited regular contracts shall be for five (5) years. Pursuant to this section, in lieu of a five (5) year contract, any teacher who believes they will become eligible for a continuing contract at some time in the next three (3) to five (5) years, may opt for a contract term of less than a five (5) years as the parties mutually agree.

4. This sequence of contract issuance may be altered if one of the following conditions exists:

    a. The teacher's evaluation indicates the need for an additional year of professional growth as determined by the Superintendent and the Board of Education. If such is determined, the teacher shall be given a written plan for professional improvement. The plan for professional improvement will be discussed in a conference with the teacher, building principal and superintendent. The plan shall be signed and dated by all three parties. The signature of the teacher indicates only that he/she has seen the plan. The signatures of the building principal and the superintendent signify that they are recommending a one (1) year contract for professional growth. At this conference the teacher may be accompanied by a representative of his/her choice.

B. Awarding of Continuing Contracts

1. Awarding of Continuing Contracts will be in accordance with O.R.C. 3319.11 except that a teacher who during the life of a limited contract has attained the statutory requirements for continuing contract status shall be granted a continuing contract at the end of the current contract which the teacher holds. If thus approved, the effective date for continuing contract status shall be the ensuing school year. For the purposes of this provision, the transition point for contract status will be July 1. It is agreed that nothing in this section shall preclude the Board of Education from non-renewing a limited contract in accordance with O.R.C. Section 3319.11.

Note: The parties hereby affirm and agree that this section supersedes any past practice in regard to the award of continuing contracts.

ARTICLE 12 - TEACHER EVALUATION

A. Purpose

1. To assess an employee's work performance.

2. To help the employee to achieve greater effectiveness in performance of the work assignment.

3. To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal.

4. To focus on methods and instrumental strategies to improve student achievement.

B. Procedures

1. Evaluator

Evaluation of an employee shall be conducted by a licensed and properly credentialed building administrator or the Superintendent employed by the Green Local Board of Education. In the event an employee performs work under the supervision of more than one administrator, one administrator shall be designated as the evaluator. The evaluator shall not be a bargaining unit member. The Special Education Director (or similar title) will be responsible for the OTES evaluation of the District's Intervention Specialists.

In case of situations where a building level administrator is on leave of absence for more than ten (10) work days and other building level administrators are unable to complete walkthroughs, observations, and/or the evaluation cycle, the district superintendent will complete those duties until the administrator on extended leave returns. If exigent circumstances arise due to the absence of one or more administrators, the administration will request a meeting with the GLTA Executive Committee and together they will discuss alternatives for the continuation of the Ohio Teacher Evaluation System 2.0 (OTES 2.0) cycle. After consensus is reached between the GLTA President (elected or acting) and the Superintendent (or designee), an MOU will be drafted and signed.

All evaluators must successfully complete the state mandated credentialing training on the Ohio Teacher Evaluation System.

2. Orientation

Not later than September 1 of each year, or in the case of a new employee hired after the first day of school for students, within two (2) weeks of the first day worked, each employee shall be notified in writing of the name and position of the evaluating supervisor. A new employee or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment or as soon as reasonably practicable.

All employees will be given training on the Evaluation Instrument in the fall of each school year, or in the case of a new employee hired after the first day of school for students, within two (2) weeks of the first day worked. The training will give instructions on the purpose, strategies and mechanics of the evaluation tool, particularly related to the connection between evaluation and performance standards. Nothing in this paragraph shall restrict the evaluator or shall hamper the evaluation process in any way.

3. Self-Assessment (**Voluntary**): Any self-assessment under this article may be recommended, but not required. The self-assessment is private to the teacher.

4. Annual Professional Growth Plan or Improvement Plan (Required): A teacher's Professional Growth Plan or Improvement Plan is based on the Final Holistic Rating from the most recent evaluation cycle and observations. Evaluators have the discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. Professional Growth Plans or Improvement Plans must be completed before each annual evaluation cycle begins.

    a. Determination of Required Plan and Evaluator Assignment
        - A teacher who is **NEW** to the profession or district develops a Professional Growth Plan collaboratively with the evaluator. He or She will be assigned an evaluator.
        - A teacher with a Final Holistic Rating of **ACCOMPLISHED** develops a self-directed Professional Growth Plan annually. The teacher may choose his/her credentialed evaluator.
        - A teacher with a Final Holistic Rating of **SKILLED** develops a Professional Growth Plan annually, working jointly with the evaluator. The teacher can have input on his/her assigned credentialed evaluator.
        - A teacher with a Final Holistic Rating of **DEVELOPING** annually develops a Professional Growth Plan guided by the evaluator. The teacher will be assigned a credentialed evaluator by the Superintendent or designee.
        - A teacher with a Final Holistic Rating of **INEFFECTIVE** will be placed on an Improvement Plan developed by the evaluator. The teacher will be assigned a credentialed evaluator by the Superintendent or designee.

b. Professional Growth Plan (If determined to be applicable)

- The purpose of the Professional Growth Plans is to help teachers identify areas of professional development that will enable them to grow their instructional practice.
- Professional Growth Plans are developed annually.
- Professional Growth Plans must include two (2) clear goals developed based upon the data (qualitative and quantitative) from evaluation cycles and aligned with Standards.
- Professional Growth Plans must align to the most recent evaluation cycle results and propose a sequence of action(s) leading to progress toward the two (2) identified goals.

c. Improvement Plan (If determined to be applicable)

- The purpose of an Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not progress and/or take the corrective actions within the time specified in the Improvement Plan, the evaluator may make a recommendation either to dismiss the teacher or continue the plan.
- When an administrator initiates an Improvement Plan at the end of an evaluation cycle, he or she must:
    - Identify, in writing, the specific area(s) for improvement, aligned to the Ohio Standards for the Teaching Profession;
    - Specify, in writing, the level of performance the teacher is expected to reach and a reasonable timeframe to correct the deficiencies;
    - Develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance;
    - Determine additional education or professional development the teacher needs to improve in the identified area(s)
    - Identify the components and/or method to collect evidence regarding progress.
    - An evaluator will, as part of the subsequent full evaluation cycle, reassess the educator's performance in accordance with the written Improvement Plan initiated at the end of the previous year. This will include three (3) performance observations. When the cycle is completed, if the evaluator determines through collected evidence an acceptable level of performance improvement has occurred, meeting the details of the existing Improvement Plan, the plan is considered complete. If the teacher's performance remains Ineffective, the evaluator may choose to create a subsequent or new Improvement Plan for the following year or take necessary steps to recommend dismissal to the Superintendent.

5. Evaluation Process

a. Full Evaluation Cycle of an Educator with a Professional Growth Plan: A full evaluation cycle under this category consists of the following:

- Formal Observation 1: pre-conference, announced/scheduled holistic evaluation (minimum of 30 consecutive minutes), post-conference
- Formal Observation 2: a focused announced/scheduled evaluation (minimum of 30 consecutive minutes) with an emphasis on identified focus area(s), if applicable, from the previous post-conference.
- Informal Observations/walkthroughs: at least two per observation; 4 total (no less than 10 consecutive minutes; no more than 15 minutes) with an emphasis on identified focus areas (strengths), and/or area(s) for growth (improvement). Informal observations/walkthroughs may be announced or unannounced.
- Each teacher whether on a full or less frequent evaluation cycle with a Professional Growth Plan must meet with his/her evaluator to discuss the Professional Growth Plan during any and all required conferences (pre, post, less frequent cycle and final summative). Educators will review and discuss with their evaluator the progress of their Professional Growth Plan goals.
- The first of the two formal teacher observations will be completed by Thanksgiving/Fall Break.

- All teacher evaluations cycles are completed by May 1. Teachers will receive a written copy of their evaluation results by May 10.

b. Full Evaluation Cycle for an Educator on an Improvement Plan: A full evaluation cycle under this category consists of the following:

- Formal Observation 1: pre-conference, announced/scheduled holistic evaluation (minimum of 30 consecutive minutes), post-conference
- Formal Observation 2: pre-conference, announced/scheduled holistic evaluation (minimum of 30 consecutive minutes), post-conference
- Formal Observation 3: focused announced/scheduled evaluation (minimum of 30 consecutive minutes) with an emphasis on identified focus area(s) from the previous post-conference.
- Informal Observations/Walkthroughs: at least three; 6 total (no less than 10 consecutive minutes; no more than 15 consecutive minutes) with an emphasis on items identified on the Improvement Plan. Informal observations may be announced or unannounced.

- Each teacher on a full evaluation cycle with an Improvement Plan must meet with his/her evaluator to discuss the Improvement Plan at least 5 times to (1 and 2) set or review goals during the first and second pre-conference, (3 and 4) assess progress toward goals during the first and second post-conferences, and (5) reflect on the work during the end-of-year final summative conference.
- The first of the three formal teacher evaluations will be completed by October 31. The evaluation process will be completed by May 1. Teachers will receive a written copy of their evaluation results by May 10.

c. Less Frequent Evaluation Cycle of an Educator with a Professional Growth Plan: A limited evaluation cycle under this category consists of the following:

- Informal Observation: pre-conference to discuss the lesson to be observed (including how it connects to the educator's Professional Growth Plan), informal observation of no less than 10 consecutive minutes; no more than 15 consecutive minutes, post-conference to discuss the teacher's progress on the Professional Growth Plan

6. Evaluation Cycles

- Any teacher receiving a final holistic rating of accomplished will have a full evaluation cycle every three years as long as the evaluator determines the teacher is making progress on their Professional Growth Plan.
- Any teacher receiving a final holistic rating of skilled will have a full evaluation cycle every two years as long as the evaluator determines the teacher is making progress on their Professional Growth Plan.
- In any year in which a teacher who has not been fully evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall follow the "Less Frequent Evaluation Cycle of an Educator with a Professional Growth Plan" in section B. 5. above, with the exception of educators whose contract expires that year.
- Any teacher whose contract is expiring will have a full evaluation cycle regardless of his/her current evaluation cycle.
- Time limits in this evaluation cycle procedure shall be adhered to except in cases of extended absence on the part of the employee. In this instance the employee and the employer will mutually agree upon a schedule.
- The intermittent or extended absence of a teacher shall not render the evaluation process moot. If a teacher is on an extended leave of absence or is continually absent on the day scheduled for their evaluation or observation, the teacher's record shall be completed based on the current school year's observations and the resulting employment decision shall be made with the documented information at hand.

- The board of education may elect not to conduct an evaluation of a teacher who: (1) was on leave for 50% or more of the school year; or (2) has submitted notice of retirement on or before December 1 of the school year.

7. Criteria for Evaluation

- An employee shall be evaluated on criteria set forth in the Evaluation Instrument, as set forth in this contract (Appendix B).
- No employee shall be evaluated on his or her work performance except after fair and reasonable observations of the work performance of the employee.
- The evaluator may include evidenced based anecdotal and other verified information based upon the OTES 2.0 Performance rubric and expectations of the Ohio Standards for Professional Educators that have a direct bearing on the teacher's classroom effectiveness.
- No undocumented, unaligned evidence or information may become part of an employee's performance evaluation report. This includes all formal and informal observations.
- The parties hereby express their specific intent to supersede the evaluation procedures in Ohio Revised Code 3319.11 by adopting this article.

8. Informal Assessments/Walkthroughs

Classroom walkthroughs shall be permitted and, to the extent practicable, shall be communicated in advance to all parties. The goal is to identify effective instructional practices and provide specific evidence for improvement to teachers who need additional support. If deficiencies are continually observed, a full evaluation may be initiated the following year as a part of the OTES 2.0 process regardless of a less frequent cycle.

OTES walkthroughs will be limited to a maximum of two per formal observation. If more than two are performed, only those that are directly tied to the evidence of unnoted OTES 2.0 criteria can be used for the final observation score.

a. An OTES walkthrough is a formative process documented on a computer generated or paper-based form that focuses on one or more of the following components:
    i. evidence of planning
    ii. lesson delivery
    iii. differentiation
    iv. resources
    v. classroom environment
    vi. student engagement
    vii. assessment
b. An OTES classroom walkthrough is NOT a(n):
    i. formal observation
    ii. "gotcha" opportunity for supervisors or evaluators
    iii. isolated event

iv. shortcut to the observation protocol required as part of the teacher evaluation process
v. performed arbitrarily
vi. conducted without being in full sight of the classroom teacher

c. The walkthrough will be no less than 10 minutes, and no more than 30 minutes.
d. Walkthroughs will be in-person and in full view of the employee.
e. The parties hereby express their specific intent to supersede the evaluation procedures in Ohio Revised Code 3319.11 by adopting this article.

C. Finalization of Evaluation Cycle Rating

The final performance evaluation of an employee shall be based upon the observations of the employee's performance and the criteria listed under the Criteria for Evaluation section of the OTES 2.0 Rubric, and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note all the data/evidence used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The final evaluation report shall be completed by May 15, signed by both parties, and sent to the Superintendent.

The employee's failure to sign their evaluation does not affect the legal sufficiency thereof.

1. Response to Evaluation

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

2. Due Process

An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

Any adverse employment action will be done in a progressive manner.

D. The Evaluation Instrument

1. Evaluation Tool

The Green Local School District will use the approved OTES 2.0 evaluation rubric for all teachers. A mutually agreed upon evaluation tool will be used for the nurse and librarian. The OSCES rubric will be used for all School Counselors.

2. Changes/Revisions

In the event of legislative action by the Ohio General Assembly that impacts in any way on this Topic; the parties to the Master Agreement agree to reconvene bargaining to make appropriate adjustments.

ARTICLE 13 - RESIDENT EDUCATOR

A. The District shall implement a Resident Educator (RE) program in compliance with the rules and regulations as determined by the Ohio Department of Education (ODE).

B. Volunteers will be solicited by lead mentor via email to all teachers to serve as mentors in the RE program.

C. The South Central Educational Service Center (SCOESC) will pay required fees for training of mentors of the RE program. Mentors shall be paid as follows: Year 1-$590; Year 2-$200; Year 3-$200; Year 4-$200. The Lead Mentor will receive $100 per RE in the District for years 1-3. Mentors also have the option to have Individual Professional Development Plans (IPDP) hours awarded by Local Professional Development Committee (LPDC) for work completed as a part of the RE program.

D. At any time during the resident educator program the mentor may elect to opt out of their assignment by giving a ten (10) day written notice to the Superintendent. In the event that a mentor opts out of their mentor assignment the compensation shall be prorated.

ARTICLE 14 - PROFESSIONAL PERSONNEL RECORDS

A personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered a confidential file to the extent permitted by law and the only official file of recorded information of professional staff members maintained by the Board and Administration.

Individual professional staff members shall have access to their personnel file upon request provided they do not leave the Treasurer's office. Requests of professional staff members to have access to their personnel files shall be handled by the Superintendent or the Clerk of the Board.

Members of the Administration authorized to use personnel files of professional staff members shall be limited to the Superintendent and/or Building Principal directly related to supervision of that professional staff member. Members of the Board of Education may have access to a Bargaining Unit Member's official file on a need-to-know basis or on any basis as may be required by law.

The professional staff member's signature will not indicate agreement with the content of the material, but indicated only that the material has been inspected by the professional staff member. He/she will also be told that he/she has the opportunity to reply to such critical material in a written statement to be attached to the filed copy.

The professional staff member may submit letters of merit which shall be placed in his/her personnel file.

Letters of recommendation and other related information used for initial employment are items not retained in personnel files or maintained by the local Board or Administration except the following:

1. Official transcript of college work.

2. Copy(ies) of certification authorized by the State Department of Education.

If letters of recommendation are filed in the personnel file of a professional staff member, they shall be subject to the same provisions herein stated.

Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record.

The personnel file of all professional staff members will not be open to the public or to any person unauthorized by the professional staff unless the public records law requires or unless it is subject to a valid subpoena or court order.

A professional staff member will be entitled to a copy, at no cost, of any material in his/her file.

Records of all warnings, written reprimands, or unfavorable statements or notations and evaluations will be removed from the bargaining unit member's personnel file three (3) years from the date of issuance.

ARTICLE 15 - PUBLIC COMPLAINT POLICY

Any complaint concerning a teacher shall be promptly made known to the respective teacher by the appropriate administrator.

The teacher shall be informed by the appropriate administrator, and the teacher and principal shall attempt to resolve the complaint with the complaining party. If requested by the administrator, teacher or complaining party, a meeting of those two parties and/or the administrator(s) will be held to discuss the complaint.

When any complaint is deemed serious enough to become a matter of formal written record and a copy is to become a part of the teacher's record, the teacher shall be notified and shall be entitled to attach a rebuttal to it if he/she desires.

No employee will be formally reprimanded in the presence of any other employee, student, or parents of the students.

ARTICLE 16 - TEACHER-ADMINISTRATION LIAISON

Joint Administration-Association Meetings

The representatives of the Administration will meet at least quarterly with representatives of the Association at the request of either party to discuss the implementation of this Contract and at such other times as may be mutually agreeable to discuss matters of mutual concern including, but not limited to, student discipline. The Superintendent and the President of the Association will be in attendance at these meetings. Minutes of the meetings, including the decisions reached, will be placed in writing by the Association President and submitted to the Superintendent for review.

ARTICLE 17 - SALARY

Base compensation (excluding step-column advancement) shall increase by 4% beginning in the 2024-2025 school year.

The Parties agree to reopen negotiations in the second year for wages, insurance, and supplemental salary levels only. If the Parties mutually agree upon changes for year three during the second year reopener, the Parties will not reopen negotiations in the third year. If the Parties do not agree upon changes for year three during the second year reopener, the Parties agree to reopen negotiations in the third year for wages, insurance, and supplemental salary levels only.

Beginning in the 2024-2025 school year, salary steps 30 and 33 will be added to the salary schedules. Bargaining unit members who have reached, or will reach, a new step shall be moved to the respective new step.

Add incentive pay tied to instruction:

> An additional $500 payment for those Preschool through Twelfth grade teachers if the District has a five-star rating in both overall achievement and progress on the Local Report Card.

ARTICLE 18 - SUPPLEMENTAL SALARIES

Supplemental base salary levels will remain at current levels for the 2024-2025 school year. If two members of the bargaining unit request to share the responsibilities associated with a supplemental position, and if the Board approves such request, those bargaining unit members will each receive 50% of the applicable supplemental salary amount, and the Increment will be based on the experience level of the teacher with the most experience. Supplemental compensation will be paid on a separate check and capped at 5-years' experience.

SUPPLEMENTAL POSITIONS	**2024-25**	**Increment**
Annual-Yearbook/Elementary Sponsor	$1,984.50	$25.00
Annual-Yearbook/High School Sponsor	$1,984.50	$25.00

Strength and Conditioning Coach (Girls)	$2,500.00	$75.00
Strength and Conditioning Coach (Boys	$2,500.00	$75.00
Baseball / J.V. Coach	$2,119.07	$75.00
Baseball / Varsity Head Coach	$2,835.00	$100.00
Baseball/ Boys Jr. High Coach	$1,701.00	$50.00
Basketball / Boys Jr. High Coach	$1,701.00	$50.00
Basketball / Boys Jr. Varsity Coach	$2,119.07	$75.00
Basketball / Boys Varsity Head Coach	$4,536.00	$100.00
Basketball / Girls Jr. High Coach	$1,701.00	$50.00
Basketball / Girls Jr. Varsity Coach	$2,119.07	$75.00
Basketball / Girls Varsity Head Coach	$4,536.00	$100.00
Cheerleading / Jr. High Sponsor	$1,701.00	$50.00
Cheerleading / Varsity Sponsor	$2,835.00	$100.00
Dance Team Sponsor	$1,701.00	$50.00
Class Sponsor / Junior Class 1	$680.40	$25.00
Class Sponsor / Junior Class 2	$680.40	$25.00
Class Sponsor / Senior Class 1	$680.40	$25.00
Class Sponsor / Senior Class 2	$680.40	$25.00
Co-Cross Country Coach	$2,835.00	$100.00

Co-Cross Country Coach	$2,835.00	$100.00
Fair Exhibit / Sponsor	$623.70	$20.00
Flag Corp / Sponsor	$1,105.65	$25.00
Football / Jr. High Head Coach	$1,701.00	$50.00
Football / Varsity Asst Coach 3	$2,119.07	$75.00
Football / Varsity Asst Coach 2	$2,119.07	$75.00
Football / Varsity Asst Coach 1	$2,119.07	$75.00
Football / Varsity Head Coach	$4,536.00	$100.00
Golf / Varsity Coach	$1,701.00	$100.00
Quiz Bowl HS / Sponsor	$652.05	$20.00
Quiz Bowl ES / Sponsor	$652.05	$20.00
Quiz Bowl Jr. High/Sponsor	$652.05	$20.00
Science Fair/Grades 7-12	$510.30	$20.00
Science Fair / Grades K-6 Sponsor	$510.30	$20.00
Softball / Girls Varsity Head Coach	$2,835.00	$100.00
Softball / Girls Jr. Varsity Head Coach	$2,119.07	$75.00
Softball / Girls Jr. High Coach	$1,701.00	$50.00

Student Honors Group Beta Sponsor-HS	$800.00	$20.00
Student Honors Group- JH	$680.40	$20.00
Student Honors Group- Elem	$680.40	$20.00
Track/Boys & Girls Jr. High Coach	$1,701.00	$50.00
Track / Boys Varsity Head Coach	$2,835.00	$100.00
Track / Girls Varsity Head Coach	$2,835.00	$100.00
Volleyball / Girls Jr. High Coach	$1,701.00	$50.00
Volleyball / Girls Jr. Varsity Coach	$2,119.07	$75.00
Volleyball / Girls Varsity Head Coach	$2,835.00	$100.00
Youth in Government- JH	$680.40	$20.00
Youth in Government- HS	$680.40	$20.00
Model UN- JH	$680.40	$20.00
Model UN- HS	$680.40	$20.00
Gifted Coordinator	$1,134.00	$100.00
Title IX Coordinator	$3,402.00	$100.00
ACT Coordinator	$340.20	$20.00
Concessions Coordinator	$6,000.00	$100.00

Concessions Assistant	$1,000.00	None
Paw Mart	$1,701.00	$50.00
Service Learning	$1,701.00	$50.00
Archery	$850.50	$50.00
AR	$850.50	$20.00

ARTICLE 19 - PAYROLL PROCEDURE

A. Members of the bargaining unit shall be paid on a bi-weekly basis.

B. When a regular payday occurs within a vacation period during the school year, the treasurer's office will be open from 10:00 A.M.-2:00 P.M. on payday for employees to pick up their pay. If a payday falls on a holiday, the office will be open from 10:00 A.M. to 2:00 P.M. the prior day for employees to pick up their pay. During the summer vacation, pay checks will be mailed to bargaining unit members at Board expense. All bargaining members will receive their paychecks during the summer months on Friday of the pay period.

C. Beginning with the July 1, 2005 contract, all new employees must participate in the direct deposit program. If a payday falls on a holiday, the deposit will be made the prior day.

D. Members may receive the balance of their annual pay due them if they are leaving the employment of the Board at the conclusion of the school year, providing all necessary reports have been completed, and all updated material and equipment inventories have been turned in as indicated on the principals release form.

E. As necessary, the Treasurer may utilize a pay period of up to three (3) weeks in order to avoid a 27th pay in a year or to eliminate financial exposure of the Board by paying employees funds before those funds have been earned, provided three (3) months' notification of this is given to all bargaining unit members. The three-week pay period will be utilized after the annual earnings have been paid.

ARTICLE 20 - AUTHORIZED PAYROLL DEDUCTION OF PROFESSIONAL DUES AND/OR FEES

Deductions of dues and/or fees shall be authorized for payroll deduction to the Clerk-Treasurer by the bargaining unit member for the following:

1. Fair Share Fee
2. GLTA/OEA/NEA Dues
3. Health Insurance
4. Savings Bonds
5. Annuities
6. Credit Union
7. UCAN - Green School and Community Endowment Fund

We will take a fixed amount out for Kentucky and West Virginia taxes.

To the extent permitted by law, bargaining unit members expressly authorize the School Board to deduct any unpaid Association dues from the bargaining unit member's last paycheck where the bargaining unit member leaves employment at Green Local Schools or begins an unpaid leave of absence during the dues deduction period.

Payroll deductions of Association dues will be deducted from the bargaining unit member's paycheck without any additional cost to the member and at no cost to the Association.

ARTICLE 21 - STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Green Local Board of Education agrees with the Green Local Teachers Association to the State Teachers Retirement System (STRS) "pick-up" utilizing the salary reduction method contributions to STRS paid upon behalf of the employees, at no cost to the Board, in the Bargaining Unit under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the percent of the employee's gross annual compensation established by STRS. The employee's annual compensation shall be reduced, at no cost to the Board by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit and shall become effective after the Teacher Association ratification and Board adoption of the final agreement, provided all forms and resolutions are agreed to by the STRS.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer's pick-up.

4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in a teacher's contract).

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board of Education will be held harmless and this Article of the agreement shall be declared null and void.

ARTICLE 22 - INSURANCE

A. Hospitalization

1. Health Plan: The Board of Education shall provide health insurance benefits pursuant to the plan currently in effect as administered by the Scioto County Health Benefit Plan for the duration of this Agreement.

2. Open Enrollment: The open enrollment period for employee changes in insurance is November of each year.

   Employees not on the Health Insurance Plan or those who withdraw from the plan shall not be permitted to join the plan for a period of six (6) months unless their spouse's plan becomes unavailable. Any employee whose spouse's plan is terminated may join the plan immediately or within 30 days.

   The parties hereby express their intent that individuals who are not on the health plan provided herein will not have the opportunity to rejoin or to join the plan unless a "qualifying event" occurs for purposes of health insurance participation. Notwithstanding the above, any employee whose spouse's plan is terminated may join the plan within thirty (30) days of said termination.

3. Health Plan Premium Increase: Any increase in the Health Insurance Plan Premium for either family or single coverage over the existing rates will be shared by the parties during the contract terms as follows: SHP 1 and SHP 3 90% paid by the Board and 10% paid by the Employee; SHP 2 95% paid by the Board and 5% paid by the Employee.

4. 125 Plan: The Board will institute a 125 Plan for premium deductions only. The carrier will be at the discretion of the Board.

5. Taxable Bonus: During the duration of this contract, all full-time employees eligible for health insurance and employed by the Board of Education who choose to withdraw by November 30 or remain withdrawn from the Health Insurance Plan will be paid a taxable bonus no later than December 15 of each contract year as long as the necessary paperwork is completed and to the treasurer by November 30.

   The taxable bonus shall be paid as follows on a separate check:

   a. Employee eligible for a Single Plan Health Insurance - $1,000.00

   b. Employee eligible for a Family Health Insurance with two (2) covered persons - $1,750.00

   c. Employee eligible for a Family Health Insurance with three (3) or more covered persons - $2,000.00

   The Board of Education reserves the right to assess any employee, by payroll deduction, a specified amount to recover the taxable bonus in full if that employee enrolls in the Health Insurance Plan through a qualifying event before June 1. Said recovery shall be made in equal amounts over the remaining pay periods.

6. A $250.00 taxable bonus shall be paid each year during the duration of this contract to bargaining unit members currently on the health Insurance family plan who will switch to the health insurance single plan. Employees who switch from the health insurance family plan to the single plan must remain on the single plan for a period of six (6) months.

   a. If an employee is paid the $250.00 bonus and then through a qualifying event enrolls in a health insurance family plan before the six (6) month grace period, the Board of Education has the right to assess the employee by payroll deduction a specified amount to recover the bonus in full. Said recovery shall be made in an equal amount over the remaining pay periods of school year.

   b. Each bonus shall be paid no later than January 31 for those who withdraw by November 30 and have remained withdrawn and those bargaining unit members who have not joined or rejoined the plan.

7. The Board will pay 80% of the health care insurance premium of married couples teaching in the District.

B. Life Insurance - The Board of Education will provide $20,000.00 life insurance for each member of the bargaining unit.

C. Dental Insurance - The Board of Education will share the cost of a Dental Insurance Plan with members of the bargaining unit with the Board of Education paying 80% and the employee 20%. The plan will provide the following:

Deductible Single
Deductible Family
Calendar Year Maximum
Orthodontic Lifetime Maximum

D. Vision Insurance - The Board will provide the current vision plan with 100% of the premium to be paid by the Board.

E. Health Insurance Deduction – Payroll deductions for Health Insurance will be deducted from the bargaining unit members' first and second paycheck of each month.

ARTICLE 23 - SEVERANCE PAY

The Board shall pay severance pay to all retiring employees, under the provisions of the Ohio Revised Code, for converted accumulated sick leave according to the following provisions:

1. Payment will be made for twenty-five percent (25%) of the accumulated sick leave for each of the following school years up to a maximum of 64 days.

   Teachers who have less than five (5) years continuous service in this school district shall be limited to twenty-five (25) percent of accumulated sick leave up to a maximum of thirty (30) days of severance pay.

2. Payment will be made at the per diem rate of the employee at the time of retirement.

3. Payment will be made to the employee only at the time she/he has become a retiree of the State Teachers Retirement System.

4. Once severance pay has been received by the retiree, all unused accumulated sick leave is surrendered and forfeited.

5. Severance pay may be received at time of retirement or the following January at teacher's request.

6. Severance payment is only proper on a formal retirement acknowledgement by an Ohio retirement system. No severance is due to an employee based on their simple separation of employment.

ARTICLE 24 - SCHOOL YEAR

A. Length of the School Year

The length of the school year for members of the certificated staff who are eligible for membership in the bargaining unit shall be 1,274 hours to be distributed among instructional, conferences, waiver, preparation and/or professional development days.

B. Academic Programs

The Superintendent and the building principal may propose new academic programs and new professional improvement programs.

1. If they propose one such program at the beginning of, or during, the academic school year, the members shall make every effort to implement that program and complete all things necessary to do so, and cooperate on fulfilling all requirements to implement the program.

2. If the Superintendent proposes two or more such programs at the beginning of, or during, the academic school year, the Bargaining Unit Members shall choose one of the programs proposed, shall implement their choice, shall cooperate on fulfilling all requirements to implement the program and shall do all things necessary to implement the program.

3. None of the new academic programs or new professional improvement programs agreed to will permanently change and/or alter any of the language or will set practice or establish precedence to any article addressed in the current collective bargaining agreement.

Nothing in this Article shall prevent management and Bargaining Unit Members from agreeing on the implementation of more than one such program per academic year.

By executing this Agreement, each party represents to the other that each understands completely the terms and conditions of this Agreement; that each is entering into the Agreement voluntarily and freely; and that no representations, inducements, promises, covenants, or agreements have been made except as set forth expressly herein.

ARTICLE 25 - LENGTH OF SCHOOL DAY

1. The length of the school day for members of the bargaining unit shall be no longer than seven hours and fifteen minutes.

2. Each member of the bargaining unit shall have a thirty-minute uninterrupted duty-free lunch.

3. The providing of a lunch period shall not be cause for lengthening of the school day.

4. It is understood by the parties that the above does not negate the responsibility of the Board of Education to adhere to statutory and State Board of Education requirements relative to the length of the school day.

5. In the event of a change in the length of the school day, the parties agree to meet to negotiate any necessary change in the contract relative to the length of the school day within sixty (60) days by demand of either party.

6. In the case of bus duty and detentions, every effort will be made to make sure that only minimal adjustment is caused to the negotiated length of the school day.

7. District wide and/or building parent-teacher conferences may be held during or after the school day as directed by the Board. If the Board directs a teacher to hold conferences after the school day has ended, that teacher will receive a scheduled compensation day built into the school calendar.

8. Attendance at evening programs and athletic events will not be mandatory.

9. In-service and/or teachers' meeting day hours may be shortened. Said hours may then be used for attendance at one (1) after school open house and/or for teachers' meetings. The meetings and their length will be placed on the school calendar and approved by the Board. The length of the in-service and/or teachers' meeting day will be adjusted to reflect the hours used for the open house and/or teachers' meetings.

ARTICLE 26 - PREPARATION AND CONFERENCE TIME

A. The term "preparation and conference time" shall mean work time during the student day, exclusive of the professional staff member's daily duty-free lunch period. This time may be used by a professional staff member for any school-related duties.

B. Each member of the bargaining unit shall be given conference and planning time in the amount of at least 200 minutes per week for K-6 and the length of planning time for 7-12 will be at least the length of one (1) class period. The Board will make every effort to schedule planning time in a minimum of thirty (30) minute blocks for K-6. The Board will not reschedule planning time that is missed because unforeseen weather or road conditions cause an early dismissal or delayed start of the school day.

C. Bargaining Unit Members' Compensation

A bargaining unit member is requested to act as a substitute during his/her period shall be compensated at the rate of $18.00 per class period/hour. The same rate of $18.00 per class period will be the rate of compensation for teacher coverage when a bargaining unit member covers a class during his/her planning period because of a teacher's absence.

At the High School, the hourly rate of $18.00 per hour or $117 per day will apply. At the Elementary School, the rate of $117 for a whole day's coverage will apply. A rate of $58.50 for a half day's coverage will apply.

D. All bargaining unit members will be provided with 1 hour of professional development time during planned early dismissals and 1 hour during waiver days at the GLTA's discretion.

E. All bargaining unit members will be granted a two-hour early dismissal on Parent-Teacher Conference days to allow members to prepare for conferences.

F. GLTA will work in consultation with the Superintendent to implement and plan one (1) Professional Development Day per academic calendar year.

ARTICLE 27 - FREE ADMISSION TO SCHOOL ACTIVITIES/LUNCH FEES

Parties agree that the current policy of free admission to school functions for all regularly employed teachers and their spouse shall become a part of this contract.

Teachers will pay the same amount for all school lunches as the students pay.

ARTICLE 28 - NON-PROFESSIONAL DUTIES

A. The Administration will make every effort to divide equitably among all members of the bargaining unit all duties of non-professional nature, including, but not limited to playground duty, bus duty, etc.

B. No teacher shall be required to transport students in his/her personal automobile.

ARTICLE 29 - SICK LEAVE

A. Each full-time member of the bargaining unit shall be entitled to fifteen (15) days of sick leave with pay for each year of employment by the Green Local Board of Education, to be advanced at the beginning of the school year, but earned at the rate of one and one-fourth (1 1/4) days on the last day of each month.

B. Upon notification to the building principals or local superintendent, bargaining unit members may use sick leave for absences due to:

1. Personal illness, adoption, pregnancy/childbirth, or physical injury, medical or dental appointments;

2. Exposure to contagious disease which could be communicated to other employees and children;

3. Illness, injury or death in the immediate family. (Immediate family is defined to mean: husband, wife, father, mother, step-mother, step-father, mother-in-law, father-in-law, brother, sister, son, daughter, step-son, step-daughter, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relatives if living in the bargaining unit member's legal residence); and

4. Adoption – Twenty-five (25) work days shall be granted for adoption. Use of additional sick leave days for adoption may be granted with Board's approval.

5. Personal Leave – up to five (5) sick leave days may be used for personal reasons, subject to the approval requirements contained in Article 31, Sections C and D.

C. Upon return from sick leave, the bargaining unit member shall furnish a written signed statement on Board prescribed sick leave forms specifying for which of the above reasons the sick leave was used. If medical attention was required, the teacher shall state the name and address of the attending physician and the date(s) on which the physician was consulted.

D. There will be a limit of 275 days of accumulated sick leave days.

E. The transferring of unused sick leave from one governmental agency to Green Local School District shall be in accordance with the Ohio Revised Code.

F. Falsification and/or misuse of sick leave shall be grounds for discipline pursuant to O.R.C. 3319.141

G. Any teacher that doesn't utilize sick leave will receive a bonus each 9 weeks. Any teacher with perfect attendance for the entire year will receive an additional bonus.

For example:

1st 9 weeks no sick leave used	=	$200
2nd 9 weeks no sick leave used	=	$200
3rd 9 weeks no sick leave used	=	$200
4th 9 weeks no sick leave used	=	$200
Perfect attendance all year	=	$200
Potential Bonus		$1000

ARTICLE 30 - SICK LEAVE BANK

A Sick Leave Bank will be created to assist certified employees with medical leave.

A. Committee

A Committee comprised of six members of equal number of GLTA members and administration, including, but not limited to the Association President, Superintendent, and Building Principal to determine whether the certified employee qualifies for sick days from the bank and the amount of sick days to be awarded from the Sick Leave Bank.

B. Eligibility

To be eligible to receive paid sick time from the Sick Leave Bank, the requesting certified employee must:

1. Be a certified employee.
2. Experience a catastrophic illness or other emergency situation.

3. Exhausted his/her earned sick leave balance, but who, pursuant to a physician statement, requires additional days to recuperate from said catastrophic illness or emergency situation.
4. Have initially donated at least two days to the Sick Leave Bank.
5. Only certified employees that have donated to the Sick Leave Bank may withdraw from it.
6. Complete Appendix E – Sick Time Request Form stating the number of days he/she requires up to a maximum of ten (10) days for the initial request.
7. Submit a physician statement, along with Appendix E, stating the catastrophic or emergency circumstances that necessitate additional time off work (for example, a carpal tunnel surgery is not catastrophic and can be performed over summer break. Requests that are not deemed catastrophic or an emergency will be denied.).

C. Guidelines for Use

1. A certified employee may request up to ten (10) days for their initial request.
2. A certified employee may request an additional five (5) days upon the usage of all ten (10) days.
3. Certified employees may only be granted a total of fifteen (15) days over the lifetime of being a Green Local Schools employee.
4. A certified employee may only request use of sick days in the bank in full-day increments.
5. Use of time from the Sick Leave Bank must be used on a full-day basis, without regard to the dollar value of the donated or used leave.
6. The receiving bargaining unit member will not earn sick leave or personal leave while using time donated from the Sick Leave Bank.
7. The receiving bargaining unit member cannot use donated days from the Sick Leave Bank to extend the days on which his/her disability retirement takes effect, if applicable.
8. Use of the Sick Leave Bank is voluntary and not required.
9. If the recipient does not use all the time from the Sick Leave Bank provided by the end of the School year, it will be returned to the bank.

D. Contribution to the Sick Leave Bank

1. Except for first year certified employees, certified employees may contribute to the Sick Leave Bank in full-day increments.
2. Except as listed in number 6 below, a certified employee may only contribute to the Sick Leave Bank from the beginning of the school year to September 20th of each school year by submitting Appendix F – Sick Leave Bank Donation Authorization Form to the Association President.

3. Donations may only come from accrued, but unused sick leave, with each donated day reducing the employee's accrued sick leave by the same amount.
4. The School Board Treasurer will submit to the Association President no later than September 30th of each school year the original copies of the donation form from each donating certified employee.
5. Days donated to the Sick Leave Bank will forever be forfeited by the donating certified employee.
6. If the Sick Leave Bank falls below fifteen (15) days, the Association President may make one request directed towards all certified employees to donate one (1) additional day to continue membership of the Sick Leave Bank.
7. Certified employees who are currently on an approved leave of absence cannot donate time to the Sick Leave Bank.
8. A certified employee must have a minimum of 25 sick days in order to contribute to the bank.
9. Contributing to the Sick Leave Bank is voluntary and not required.

E. Approval Process

The following approval process shall be followed for each request:

1. The Committee established in Section A will review the request.
2. If a majority vote by the Committee determines the request meets the requirements described in Sections B and C, the Committee will award the available days consistent with Section C.
3. The GLTA President will issue a formal written decision on Appendix G and if approved, provide a copy of the same to the School Board Treasurer for processing.
4. A recipient's identity will not be disclosed to the donating certified employee(s).
5. The Committee has the right to reduce the number of days based on physician documentation.
6. The decision made by the Committee is final and cannot be the subject of a grievance.

ARTICLE 31 - PERSONAL LEAVE

A. Teachers shall be granted three (3) unrestricted personal leave days during each school year without loss of salary.

B. Use of personal leave days shall not be deducted from any other leave days.

C. No more than two (2) of the teachers in a building may be granted personal leave on the same day, unless the Principal has provided advance written authorization. Personal leave days may not be used the day before or the day after a vacation or holiday, during the one (1) week period following the beginning of the school year, or during the one (1) week period prior to the ending of the school year. (In case of demonstrated emergency, this rule may be waived by the Board of Education or the Superintendent.)

D. Notification use of personal leave shall be made on the Board of Education prescribed forms and shall be submitted to the building principal no later than two (2) calendar days prior to the requested date of use. Use of personal leave shall not be grounds for disciplinary action.

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

F. Personal leave shall be used in half or full day increments only.

G. A bonus will be provided bargaining unit members for not using their personal leave during the school year, July 1 through June 30. The bonus shall be paid as follows:

Three (3) days	$150 per day	Max. $450
Two (2) days	$125 per day	Max. $250
One (1) day	$100 per day	Max. $100

H. Teachers who do not use their personal leave days and choose NOT to receive the above mentioned bonus may convert their unused personal leave days to their accumulated sick leave. If a Bargaining Unit Member wants to make the conversion of unused personal leave to sick leave, a form must be filled out and returned from the local treasurers' office by the last day of the school year (see form in Appendix A).

ARTICLE 32 - PROFESSIONAL LEAVE

A. Professional leave is defined as meetings of a relative short duration such as conferences, workshops, seminars, and may include visitations to other schools. Professional days do not include days mandated by the County Board of Education for service on curriculum committees and other related activities.

B. Members of the bargaining unit shall be granted professional leave if the request meets the following criteria is:

1. Directly related to their assigned professional academic duties;

2. Designed to improve the individuals professional performance in his/her assigned academic duties; and

3. Approved by the Superintendent or where appropriate, the School Board.

C. Request for professional leave must be submitted to the Superintendent or his designee in time to be placed on the next Board of Education meeting agenda (noon Thursday before regular Monday meetings).

D. Reimbursement for reasonable expenses excluding non-member fees and non-related expenses for transportation, lodging, meals, and registration fees may be authorized if submitted on Board of Education prescribed forms for approval and provided the individual produces the appropriate receipts to the Board Treasurer. Requests for professional leave reimbursement may be evaluated on the basis of specific appropriation requests.

E. Attendance shall be required at the professional meetings for which professional leave has been granted.

F. Attendance shall not exceed three (3) days of the school year unless special permission is granted by the Board of Education.

G. A brief written report covering the important topics discussed, new ideas learned, etc., shall be submitted to the Board of Education at the next regular meeting after the professional meeting attendance.

ARTICLE 33 - CHILD CARE/FAMILY LEAVE

A. The Board shall grant unpaid leave of absence for child-care related reasons. The purpose of such leave of absence shall be to provide the bargaining unit member with the opportunity to care for a newborn child, an adopted child, a child suffering from an extended illness, or illness of an employee's spouse or parent. If the leave commences prior to the close of the first school semester, the leave shall extend for the remainder of that school year if requested and for the following school year as well.

At the discretion of the Board, the teacher may be allowed to return to duty at an earlier date if he/she so requests and the Board approves such request. Written application for leave under this provision shall be made on Board-prescribed forms to the Superintendent at least thirty (30) days prior to the requested commencement date of such leave unless a lesser time is allowed by The Family Medical Leave Act of 1993. The applicant shall state the purpose of the leave, the period of time involved, and a signed statement regarding the need for said leave. The Board may, at its discretion, grant an extension to an individual on leave, if so requested.

B. Rights While on Leave - The bargaining unit member using such leave shall be allowed to continue participation in fringe benefit programs for the first twelve (12) weeks of the unpaid leave in accordance with The Family Medical Leave Act of 1993. After the twelve-week period, the bargaining unit member shall be allowed to continue to participate in all fringe benefit programs, the cost of which shall be paid by the employee to the Treasurer of the Board each month.

C. Time spent on approved unpaid leaves of absences shall not break the continuous service of an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments with the exception of an increment due an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments with the exception of an increment due an individual who returns from leave and worked at least 120 days in the year prior to commencing such leave.

D. Upon return to service, the bargaining unit member shall be restored to his/her former position or to one of an equivalent status as required by the Family Medical Leave Act of 1993.

E. The Board of Education, through its administrators, and the bargaining unit members shall abide by all applicable terms of The Family Medical Leave Act of 1993 and the official interpretations thereof, regulations and amendments thereto. In accordance with Federal Law, the Board will run FMLA leave concurrent with any other eligible leave (including but not limited to personal and sick leave).

The Board of Education, through its administrators, may exercise all permissible rights granted by said act, interpretations, regulations and amendments.

F. The Board of Education shall not be obligated by this article to pay for fringe benefits in excess of that required by The Family Medical Leave Act of 1993.

ARTICLE 34 - PREGNANCY LEAVE

A. Teachers may use accumulated sick leave, or advancements thereof, for absence due to pregnancy disability.

1. Bargaining unit members for whom sufficient sick leave is not available to cover the period of disability due to pregnancy shall be granted an unpaid leave of absence for the portion not covered by sick leave.

2. Application for unpaid leave of absence due to disability caused or contributed to by pregnancy shall be in writing. This application shall be filed as soon as possible.

B. Rights While on Leave - The bargaining unit member using such leave shall be allowed to continue participation in fringe benefit programs for the first twelve (12) weeks of the unpaid leave in accordance with The Family Medical Leave Act of 1993. After the twelve-week period, the bargaining unit member shall be allowed to continue to participate in all fringe benefits programs, the cost of which shall be paid by the employee to the Treasurer of the Board each month.

C. Time spent on approved unpaid leaves of absences shall not break the continuous service of an individual on such leave. However, time spent on such leave shall not be applied to salary schedule increments with the exception of an increment due an individual who returns from leave and worked at least 120 days in the year prior to commencing such leave.

D. The bargaining unit member shall be entitled to reinstatement at the expiration of the period of disability to the same teaching assignment held immediately prior to disability leave, provided they return during the school year in which the leave originated.

E. The Board of Education, through its administrators, and the bargaining unit members shall abide by all applicable terms of The Family Medical Leave Act of 1993 and the official interpretations thereof, regulations and amendments thereto.

The Board of Education, through its administrators, may exercise all permissible rights granted by said act, interpretations, regulations and amendments.

F. The Board shall not be obligated by this article to pay for fringe benefits in excess of that required by The Family Medical Leave Act of 1993.

ARTICLE 35 - MILITARY DUTY LEAVE

A military leave of absence will be granted to bargaining unit employees who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Requests must be in writing. The Board will comply with all applicable laws with regard to Military/Uniformed Service Leave. All bargaining unit members who are members of the Ohio National Guard, the Ohio military reserve, the Ohio naval militia, or members of other reserve components of The Armed Services of the United States shall be entitled to a leave of absence and compensation in accordance with Section 5923.05 of the Ohio Revised Code.

ARTICLE 36 - JURY DUTY LEAVE

Absence for jury duty is permissible. After absence for such duty, either reporting or service, the Bargaining Unit Member shall return payment for service rendered, to the Board Treasurer and at the next regular pay period, receive full payment of his/her regular salary from the Board of Education for the day or days of excused absence for this purpose.

ARTICLE 37 - ASSAULT LEAVE

A. A bargaining unit member who has been physically assaulted on or off school premises due to a school related matter by a parent/guardian, student or school employee will be eligible for assault leave.

B. The bargaining unit member will furnish the central office with a statement which indicates the nature of injury; the date of its occurrence; the identity of the individual(s), if known, causing the assault, the facts surrounding the assault; and the willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

C. If court action results, the bargaining unit member shall be granted leave of his/her professional duties upon request to the Superintendent or designee with no loss of pay for days in court or consultation as shall be required by counsel or law enforcement officers that cannot be transacted outside of teaching hours.

D. If an assault on a bargaining unit member results in the bargaining unit member being unable to perform his/her duties, said bargaining unit member shall be provided leave without loss of pay or benefits for a maximum of 2 weeks. The attending physician will submit a medical recommendation to the school physician as to the fitness of the individual to assume his/her duties. All assault leave that results in the bargaining unit member being unable to perform his/her duties will run concurrently with FMLA where applicable.

E. Assault leave may be used for the period of disability up to a maximum of one hundred eighty-three (183) work days per assault.

F. These days shall not be subtracted from said teacher's sick leave earned or earnable, nor shall it be charged against any other leave.

G. At the termination of said disability, the teacher shall return to his/her professional assignment held prior to the disability, provided they return during the school year in which the leave originated.

H. The pay of a member of the bargaining unit on assault leave shall be reduced by the amount received by that individual, if any, for workers' compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

ARTICLE 38 - ASSOCIATION LEAVE

Association Leave (up to 10 days) shall be provided to the GLTA President, Vice-President and/or designee to attend district and national meetings conducted by the Ohio Education Association and the National Education Association.

The Board shall not pay any cost for such leave other than the member's regular pay and per diem of a substitute, if applicable.

ARTICLE 39 - FMLA

The School Board and professional staff members will each have all their respective rights and obligations under the Family and Medical Leave Act ("FMLA"). All applicable paid and unpaid leaves provided hereunder will run concurrently with FMLA leave.

ARTICLE 40 - FAIR SHARE FEE

RIGHT TO FAIR SHARE FEE

A. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Green Local Teachers Association, a fair share fee for the Association's representation of such non-members during the term of this contract, (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.)

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

a. Sixty days employment in a bargaining unit position or

b. January 15th

2. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.

D. Transmittal of Deductions

The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. Procedure for Rebate

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

F. Entitlement to Rebate

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

ARTICLE 41 - MEDICAL PROCEDURES

A. Dispensing Medication – Except for school nurses, bargaining unit members shall not be custodians of medication, nor shall they be required to dispense medication to students.

B. Medical Procedures – Except for school nurses, bargaining unit members shall not be required to perform medical or quasi-medical procedures on students, nor shall they be required to perform individualized therapy techniques.

ARTICLE 42 - SEVERABILTY

A. This Agreement supersedes and replaces all pertinent statutes, policies, rules and regulations of the Employer (except as specifically set forth in Section 4117.10(A) of the Revised Code.

B. The provisions of this Agreement are severable. If any part of this Agreement should be found to be unenforceable by court order or agency ruling, the other provisions of this Agreement shall remain fully valid and enforceable.

C. If any provision of this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court of competent jurisdiction, after all appeals or times for appeal have been exhausted, then such provision shall not be applicable, performed or enforced, but all remaining parts of the Agreement shall remain in full force and effect for the term of this Agreement.

The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE 43 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Green Local Teachers Association and the Green Local Board of Education enter into this Memorandum of Understanding to the adoption of the Local Professional Development Committee (LPDC). The parties agree to the following:

1. A Local Professional Development Committee composed of five (5) members shall be established with district-wide responsibility to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute.

2. Two (2) members shall be appointed by the Superintendent, and three (3) members shall be selected by the Association. Members shall serve two-year terms, except that the initial term of one (1) member appointed by the Superintendent and one (1) member selected by the Association shall be for three (3) years.

3. Vacancies will be filled by the Superintendent or Association, whichever applies.

4. The Committee shall determine the frequency, time and place of meetings.

The purpose of the Committee shall be to oversee, review and approve professional development plans for course work, continuing education units or other equivalent activities for the renewal of professional certificates or license renewal of all certified employees of the district, set criteria for the approval for IPDP's and establish procedures for carrying out the committee's duties as prescribed in law and rules, and any other activity established by law for LPDC's.

LPDC COMPENSATION

Each LPDC member shall be paid a stipend of $500 per year to perform LPDC work. LPDC members not attending scheduled LPDC meetings shall have their stipend pro-rated at the end of the school year.

The LPDC member elected to perform the clerical duties of the LPDC committee shall be paid $400 per year provided all LPDC work is performed.

Two (2) professional days for LPDC training during the school year or outside the school year may be granted if approved by the Local Superintendent.

If professional days outside the normal work day are approved, the LPDC member shall be paid fifty dollars ($50.00) per day and reimbursed for expenses associated with LPDC training.

ARTICLE 44 - OTES 2.0 COMMITTEE

A Committee will be created to assist with OTES 2.0

1. The Committee will be composed of five (5) members and shall be established with district-wide responsibility to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute.

2. Two (2) members shall be appointed by the Superintendent, and three (3) members shall be selected by the Association. Members shall serve two-year terms, except that the initial term of one (1) member appointed by the Superintendent and one (1) member selected by the Association shall be for three (3) years.

3. Vacancies will be filled by the Superintendent or Association, whichever applies.

4. The Committee shall determine the frequency, time and place of meetings.

The purpose of the Committee shall be to oversee, review and approve high-quality student data, assist with any and all OTES 2.0 regulations, and assist with any professional development plans.

OTES 2.0 COMENSATION

Each member shall be paid a stipend of $500 per year to perform OTES 2.0 work. Members not attending scheduled meetings shall have their stipend pro-rated at the end of the school year.

ARTICLE 45 - DURATION OF CONTRACT

This Agreement between the Green Local School Board and the Green Local Teachers Association shall be in effect from July1, 2024 to June 30, 2027, at which time it shall expire. Except as otherwise specifically provided in the written provisions of this Agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

This Agreement between the Green Local School Board and the Green Local Teachers Association shall be in effect from July1, 2024 to June 30, 2027, at which time it shall expire. Except as otherwise specifically provided in the written provisions of this Agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

SIGNED THIS 6th DAY OF August, 2024, BY BOTH PARTIES:

FOR THE ASSOCIATION:

Susan Randolph

FOR THE BOARD:

Jodi Armstrong

GREEN LOCAL SALARY INDEX

	<BA	BA	5 Year	MA	MA+15
0	0.8650	1.000	1.0380	1.0950	1.1950
1	0.9000	1.0380	1.0810	1.1430	1.2430
2	0.9350	1.0760	1.1240	1.1910	1.2910
3	0.9700	1.1140	1.1670	1.2390	1.3390
4	1.0050	1.1520	1.2100	1.2870	1.3870
5	1.0400	1.1900	1.2530	1.3350	1.4350
6	1.0400	1.2280	1.2960	1.3830	1.4830
7	1.0400	1.2660	1.3390	1.4310	1.5310
8	1.0400	1.3040	1.3820	1.4790	1.5790
9	1.0400	1.3420	1.4250	1.5270	1.6270
10	1.0400	1.3800	1.4680	1.5750	1.6750
11	1.0400	1.4180	1.5110	1.6230	1.7230
12	1.0400	1.4560	1.5540	1.6710	1.7710
13	1.0400	1.4940	1.5970	1.7190	1.8190
15	1.0400	1.5320	1.6400	1.7670	1.8670
18	1.0400	1.5415	1.6508	1.7790	1.8790
21	1.0400	1.5510	1.6615	1.7910	1.8910
23	1.0400	1.5605	1.67225	1.8030	1.9030
25	1.0400	1.5700	1.6830	1.8150	1.9150
28	1.0400	1.5795	1.6937	1.8270	1.9270
30	1.0400	1.5890	1.7044	1.8390	1.9390
33	1.0400	1.5985	1.7151	1.8510	1.9510

GREEN LOCAL SALARY SCHEDULE
Base $37,841.48

STEP	NON-DEGREE	BACHELORS	5TH YEAR TRAINING	MASTERS	MASTERS +15
0	$32,732.88	$37,841.48	$39,279.46	$41,436.42	$45,220.57
1	$34,057.33	$39,279.46	$40,906.64	$43,252.81	$47,036.96
2	$35,381.79	$40,717.43	$42,533.83	$45,069.20	$48,853.35
3	$36,706.24	$42,155.41	$44,161.01	$46,885.60	$50,669.74
4	$38,030.69	$43,593.39	$45,788.19	$48,701.99	$52,486.13
5	$39,355.14	$45,031.36	$47,415.38	$50,518.38	$54,302.53
6	$39,355.14	$46,469.34	$49,042.56	$52,334.77	$56,118.92
7	$39,355.14	$47,907.32	$50,669.74	$54,151.16	$57,935.31
8	$39,355.14	$49,345.29	$52,296.93	$55,967.55	$59,751.70
9	$39,355.14	$50,783.27	$53,924.11	$57,783.94	$61,568.09
10	$39,355.14	$52,221.24	$55,551.29	$59,600.33	$63,384.48
11	$39,355.14	$53,659.22	$57,178.48	$61,416.72	$65,200.87
12	$39,355.14	$55,097.20	$58,805.66	$63,233.12	$67,017.26
13	$39,355.14	$56,535.17	$60,432.85	$65,049.51	$68,833.66
15	$39,355.14	$57,973.15	$62,060.03	$66,865.90	$70,650.05
18	$39,355.14	$58,332.64	$62,468.72	$67,320.00	$71,104.14
21	$39,355.14	$58,692.14	$62,873.62	$67,774.09	$71,558.24
23	$39,355.14	$59,051.63	$63,280.42	$68,228.19	$72,012.34
25	$39,355.14	$59,411.13	$63,687.21	$68,682.29	$72,466.44
28	$39,355.14	$59,770.62	$64,092.12	$69,136.39	$72,920.54
30	$39,355.14	$60,130.11	$64,497.02	$69,590.48	$73,374.63
33	$39,355.14	$60,489.61	$64,901.93	$70,044.58	$73,828.73

Special Ed	$500
Band	1/9, 8% of Base
Guidance	1/6, 6% of Base
Library	1/9
Vocational	1/18, 5% of Base
Vocational-OWA	1/12
Industrial Arts	1/18

Appendix A
Conversion of Sick Leave Form

Certified employees who have unused personal leave during the 20___-20___ school year have the opportunity to convert these days to accumulated sick leave or into cash at a rate of $100 for each day not used (Article 31, section H of this CBA). Please indicate below the number of days that you are eligible to include in the process and whether you wish to convert to sick leave or receive the cash payment. Please check only one option.

The figures provided will be compared to those entered into the payroll system throughout this school year and you will be contacted if a difference is detected.

I would like to convert _____ days of personal leave to accumulated sick leave.

I would like to convert _____ days of personal leave to cash at a rate of $100 per day as stated in Article 31, Section H of the current collective bargaining agreement.

Signature:_____

Date:_____

Appendix B
OTES Pre/Post Conference Questions

Focus For Learning

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

Knowledge of Students

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

Lesson Delivery

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

Classroom Environment

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

Assessment of Student Learning

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

Professional Responsibilities

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Ohio Teacher Evaluation System

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.
		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.
		The teacher does not share evidence of student learning with students.	The teacher shares evidence of student learning with students.	The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students. .	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.

Appendix C
Guidance Counselor Evaluation

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

_____

Counselor's Signature and Date

_____

Evaluator's Signature and Date

Appendix D
Grievance Form

GRIEVANT(S) NAME (PRINT):_____

SCHOOLJGRADE/SUBJECT:_____

STATEMENT OF GRIEVANCE:_____

_____

_____

_____

_____

SECTION OF AGREEMENT CLAIMED TO BE VIOLATED:_____

_____

_____

RELIEF REQUESTED:_____

_____

_____

_____

PRESENTED TO PRINCIPAL DATE:_____

GRIEVANT'S SIGNATURE:_____

_____The principal has the authority to resolve the grievance

_____The principal does NOT have the authority to resolve the grievance; the grievance is forwarded to the Superintendent and will commence at LEVEL 3 (the grievant will be notified of this action).

Disposition:_____

_____

_____

Principal: DATE:

DATE RECEIVED BY SUPERINTENDENT:

_____The Superintendent has the authority to resolve the grievance.

_____The Superintendent does NOT have the authority to resolve the grievance; the grievance is forwarded to the Board and will commence at LEVEL 4 (the grievant will be notified of this action).

Disposition:

Superintendent: DATE:

DATE RECEIVED BY THE BOARD:

DISPOSITION:

BOARD PRESIDENT
(OR DESIGNEE): DATE:

THE GREEN LOCAL CLASSROOM TEACHERS ASSOCIATION EXECUTIVE COMMITTEE:

Appendix E
Sick Time Request Form

Date of Request: _____

Certified Employee Name: _____

Number of personal days requested: _____

Initial Request? Yes___ / No____ Physician Statement Attached? Yes___ / No____

Reason for request for donated personal time:

_____

_____

_____

EMPLOYEE ACKNOWLEDGMENT

- I understand that completion of this form constitutes a request only and is subject to approval.
- I certify that the information contained on this form is true and correct to the best of my knowledge.
- I authorize Green Local Schools to obtain and verify any necessary information regarding my request.
- I understand that it is my responsibility to provide written notice to the Association President and School Board Treasurer of Green Local Schools as soon as practicable of any change in circumstance that may alter my need or qualification for leave from the Sick Leave Bank.
- I understand that providing false information may result in corrective action up to, and including, termination.

Employee Signature: _____ Date:_____

Appendix F
Sick Leave Bank Donation Authorization Form

I, _____, would like to voluntarily donate _____ days of sick leave to the GLTA Sick Leave Bank. I understand this leave will be provided to an employee who is approved to receive from the Sick Leave Bank.

I authorize _____ days to be deducted from my sick leave balance.

Employee Signature:_____ Date:_____

Appendix G
Notice of Approval/Rejection of Request

Name of Requesting Certified Employee: _____

Your Request for Sick Time from the Sick Leave Bank dated _____ is Approved/Rejected for _____days.

Please direct any questions to the Association President regarding your request.

Association President Signature: _____

Date:_____

cc: School Board Treasurer