Mon, 04/07/2025 02:03:41 PM SERB

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PROFESSIONAL NEGOTIATED AGREEMENT

BETWEEN THE

EVERGREEN LOCAL BOARD OF EDUCATION

AND THE

EVERGREEN EDUCATION ASSOCIATION

2025 - 2028

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ARTICLE I. RECOGNITION

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

Advances in technology may allow for the development of technologically innovative methods of instruction. The terms Blended Learning, Online Learning, Distance Learning, or Remote Learning as used herein refer to instruction where the Member and the student are separated geographically so that face to face communication is absent; communication is accomplished instead by one or more technological media. No Member's contract shall be suspended under Article XXXIV (Reduction in Force) as a result of implementing such instruction. Nothing in this paragraph shall permit the Board to provide Blended, Online, Distance, or Remote Learning for a course or class that a Member of the bargaining unit is teaching or in the previous school year taught if that Member is still employed and is still licensed to teach. The EEA President will be notified of any potential virtual building/district changes immediately from the Superintendent. This paragraph does not apply to a virtual academy offered by the District, except that no Member's contract shall be suspended under Article XXXIV (Reduction in Force) as a result of offering such an academy.

ARTICLE II. DEFINITIONS

A. The term "Board" as used in this agreement shall mean the Evergreen Local Board of Education.

B. The term "Association" as used in this agreement shall mean the Evergreen Education Association (EEA) affiliated with the Ohio Education Association and the National Education Association.

C. The term "Teacher" as used in this agreement shall refer to all professional employees represented by the Association in the negotiating unit as defined in the section on Recognition.

D. The term "Superintendent" as used in this agreement shall mean the Local Superintendent of the Evergreen Local School District.

E. The term "Professional Negotiations" as used in this agreement shall mean the conferring, discussion, and negotiating in good faith by the Board and the Association in an effort to reach agreement on matters of concern to the Board and the Association.

F. The term "Good Faith" as used in this agreement shall mean coming to the negotiating table with intentions of negotiating and not of pursuing preconceived opinions. Good faith requires the Board and Association to be willing to react to each other's proposals and to recognize negotiations as a shared process. If a proposal is unacceptable to one of the parties, that party is obliged to give its reasons and offer counter proposals.

ARTICLE III. MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States including the rights specified in 4117.08 (C) of the Ohio Revised Code, subject to the specific terms of this agreement. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain employees in positions, suspend, demote, discharge, remove or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or other legitimate reasons, to determine the methods, means, employees or persons by which Board operations shall be conducted, to direct the schedule, shift, and location of the work of employees so that the Board may operate in the most efficient manner, subject only to the specific terms of this agreement. All management rights are retained by the Board, including the sole and exclusive right to manage its operation, buildings, and facilities and to direct the work force including the rights specified in 4117.08 (C) of the Ohio Revised Code, subject to the specific terms of this agreement.

ARTICLE IV. NEGOTIATIONS PROCEDURES

Negotiations will be governed by the provisions provided in Chapter 4117 of the Ohio Revised Code. In the event an agreement is not reached by the parties after thirty (30) days of negotiations from the first session, either party may request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall request a mediator from the Federal Mediation and Conciliation Services whose rules and regulations shall govern the mediation. This impasse resolution procedure shall supersede the dispute settlement procedures set forth under ORC 4117.14.

ARTICLE V. AGREEMENT AND PROVISIONS CONTRARY TO LAW

A. Agreement

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

B. Provisions Contrary to Law

If any sections of this Agreement or any addenda thereto should be held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections or addenda should be restrained by such tribunal, the remainder of this Agreement and addenda thereto shall not be affected thereby, and the parties shall enter into immediate negotiations within thirty (30) calendar days for the purpose of arriving at a mutually satisfactory replacement for such invalid section(s).

ARTICLE VI. NO STRIKE - NO LOCKOUT

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

ARTICLE VII. DISTRIBUTION

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

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

A. A written document found in student and staff handbooks for discipline of students will be developed by each building's Building Leadership Team (with an explanation of Tier 1, Tier 2, and Tier 3 process) and implemented by building staff. Such procedure shall include the development of any forms necessary to insure good communications between the staff and the principal on matters of discipline.

B. Intervention Specialists may receive a professional day once a semester as determined by course load in collaboration with Director of Student Services.

C. Educators shall have the right to award an evaluation grade to students and will be notified and consulted if the assigned grade is considered for change. Educators will not be required to change student grades. No student grades will be changed by principals without consulting with the educator and providing written rationale for said changes.

ARTICLE IX. TEACHER HOURS AND TEACHING LOAD

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

A. Teachers in the Evergreen Local School District shall have a seven (7) hour, fifteen (15) minute workday which begins 15 minutes prior to the beginning of the student day. Teachers may come earlier or stay later, if they so desire. Prior to the beginning of school, each teacher shall be informed of the beginning and ending times of the student day.

B. The work year of teachers employed in the Evergreen Local School District, other than those employed on extended year contracts, will not exceed one hundred eighty-five (185) days. The work year will include days when students are in attendance and five (5) days as follows:

1. Two (2) days at the start of the year, to be scheduled as follows:

   a. One day will be the District Level Meeting and Building Level Meeting not to exceed three hours. The other day will be school year/classroom preparation time.

   b. Teachers will have ten (10) hours minimum of preparation time that does not include meetings during those two days.

   c. EEA may conduct a meeting for members and potential members not to exceed 1 hour within the school year/classroom preparation time.

2. Two workdays to be scheduled as follows:

   a. One (1) work day at the end of the first semester for grades K – 12.

   b. One (1) day at the end of the school year.

3. Conference Days.

   Two student days, as determined by the calendar committee, shall be designated as conference reimbursement days. Each building principal is responsible for scheduling fourteen (14) hours of time for teachers to meet with parents outside of normal work hours. The expectation is that all parent meetings will conclude at or before 9:00 p.m.

4. Professional Development

   There shall be up to three professional development days recommended by the calendar committee and approved by the Evergreen Board of Education. These days for both 5-12 and PK-4 shall be coordinated with the differing teacher preparation day. Professional development days will be utilized for staff development including, but not limited to grade level/ department meetings, curriculum alignment, collaborative efforts directly related to the district strategic plan. An evaluation form will be distributed after each professional development day in order that the professional development can be rated as to the appropriateness for the staff attending. Specialists and staff may request the day to be spent observing a similar classroom in another system in their certification/licensure field.

   Two-hour late starts for district wide building initiatives may be planned to facilitate building and team meetings.

   The Board retains the discretion to utilize the remaining 180 days as student instructional days or non-instructional days.

5. Administration shall make two calendars with consultation of Evergreen Education Association, gather EEA member feedback through a vote, and come to an agreement on one of the proposed calendars, with the Board making the final approval.

6. Student programs are extensions of the academic program. Teachers may be required to attend programs not to exceed a total of two (2) hours as assigned by the evaluating principal as part of their professional obligations.

C. Teachers may be required to attend faculty meetings. Said meetings shall last no more than a total of fifteen (15) hours during any school year.

1. After school meetings will begin no later than fifteen (15) minutes after student dismissal and will last no longer than sixty (60) minutes unless an exception of special circumstances or presenter is scheduled with advanced notice of one week.

2. When a teacher is assigned to more than one building, the evaluating principal will decide the meetings such teacher will attend, not to exceed the total fifteen (15) hours.

3. Building principals will provide the building staff with the opportunity to place items on building meeting agendas.

4. Teachers shall be given at least one week's written notice of any faculty or professional meeting.

5. Teachers who miss a scheduled meeting may be required to make up the content missed.

6. Association members shall be granted ten (10) minutes at the conclusion of each staff meeting to conduct Association business. Management shall not be present during this time allotment.

D. Attendance at all meetings other than those scheduled during the regular work day, the 15 hours referred to in C. above, and regular work year will be at the option of the individual teacher.

E. All educators shall have a minimum of thirty (30) minutes scheduled, uninterrupted, duty free lunch period per day. All educators shall have a minimum of 200 minutes of planning time per week, in blocks of no less than forty (40) minutes per day and with no required contact with students. Middle school and High school teachers shall be assigned seven (7) periods (instructional, academic, intervention/assistance, or duty), and one (1) planning period per day. Professional staff members will not be assigned other duties during this time. Every effort will be made to schedule this time during the student day. Common plan time among co-teachers, grade level teachers, and subject areas should be taken into consideration. Every effort will be made to accommodate common plan time.

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

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

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

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

At the Superintendent's discretion, teachers may be required to report to work on calamity days after the seventh (7) calamity day in any given school year. Teachers will not be required to report when the road conditions in Fulton or surrounding counties are at a level 2 or 3.

ARTICLE X. PERSONNEL RECORD

A. All personnel records will be filed in the Board Office on a current basis. To the extent permitted by law, each file may contain: 1) application for employment, including references; 2) copy of latest contract, properly signed; 3) copy of latest salary notice; 4) valid Ohio teacher certificate/license; 5) personal and professional data form; 6) transcript of college credits showing the official record of the degree granted, original or certified copy; 7) record of military service, if any; and 8) other documentation which can legally be retained in one's file. Upon renewal of teaching license, teachers must submit a copy of their new valid certificate/license to the Board Office.

B. Personnel records will be maintained in accordance with the Ohio Public Records law. To the extent permitted by law, each file will contain a record indicating who has reviewed it, the date reviewed, and the reason for such review. Central Office personnel are excluded from this requirement.

C. Upon request, a teacher will be permitted to review his/her personnel file during the regular business hours of the administrative offices. The Superintendent or district administrator will set up an appointment within two (2) work days. At the direction of the Superintendent, information gathered prior to employment of the teacher will be removed from the file. The review of the file will be in the presence of the Superintendent or his designated representative. Teachers can have a representative accompany them when reviewing their individual personnel files. No material will be removed from said file by the teacher. Upon request, copies of any material contained in the file will be provided to said teacher upon payment of the reasonable cost of reproducing such copies.

D. Official grievances filed by any teacher under the grievance procedure as outlined in this Contract will not be placed in the personnel file of the teacher. Such grievance(s) may become a part of another file housed in the Office of the Superintendent. To the extent permitted by law, such file will contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

E. A professional staff member will be notified of the intent of the administration to place in his/her personnel file any material which may be considered critical or complimentary of the

conduct, performance, character or personality of the professional staff member and will be provided the opportunity to read any such material prior to its being placed in such personnel file. The professional staff member will acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The material to be filed will provide the following two (2) designations for the member's signature: 1) I acknowledge and agree, and 2) I acknowledge and disagree. The professional staff member will also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the building principal, by hand delivery within five (5) work days of the signature on the "I acknowledge and disagree" form who will affix his/her signature thereto, acknowledging that the building principal has read the reply. Such signature will not indicate agreement by the principal with the content of the reply.

F. Records kept at the building level are subject to the same provisions as official personnel files.

G. Health and medical records shall not be open to the public.

ARTICLE XI. EVALUATION PROCEDURE

A. Certified Staff Evaluation

The Board and Association believe that regular evaluation of a teacher's performance is both desirable and necessary. Therefore, the plan for certified staff evaluations should provide the following purposes:

- Provide opportunities for self-analysis and self-development so that the individual staff member may develop his/her professional skills and performance.

- Provide an opportunity for the evaluator to analyze the strengths and weaknesses of the staff member and to use their understanding to provide focused support when needed for professional growth and development.

B. Who will be evaluated:

1. Any person employed under a teaching license meeting the statutory definition of a teacher/guidance counselor as set forth in the ORC section 3319.111, 3319.113 AND
2. Who spends at least 50 percent of the time employed providing student instruction or guidance

Evaluations shall be waived for Staff who:

1. Have been approved by the Board for retirement by Dec. 1 on the current year
2. Have been on leave of absence for at least 50% of the year
3. Instruct less than 50% of their time during the day
4. Is participating in Resident Educator Summative Assessment for the first time

C. Qualifications of Evaluators

Credentialed evaluators shall be a building principal who is a direct supervisor for the staff member being observed. Any member who is shared between two or more buildings shall first be observed and evaluated by the supervisor in which the majority of time is spent and then on a rotating basis. Upon the teacher/counselor's request and with the mutual agreement of the building principal, evaluations and observations shall be conducted by another credentialed OTES/OSCES evaluator contracted by the District.
If a building principal is unable to complete evaluations because of an extended absence, a list of potential evaluators meeting the above qualifications will be developed and mutually agreed upon by the OTES 2.0 Committee.

D. Criteria for Evaluation

1. Refer to ODE or current evaluation platform (ie. Frontline) for evaluation documents.
2. No evidence shall be collected by electronic monitoring or recording (audio or video) devices unless mutually agreed upon by both the evaluator and the staff member.

E. Evaluation Procedures:

A full OTES Evaluation Cycle shall include the following components:

1. A Professional Growth Plan (PGP) or Professional Improvement Plan (PIP)
2. One (1) Formal Holistic observation followed by an Evaluator-Staff post conference.
3. One (1) Formal Focused observation followed by an Evaluator-Staff post conference.
4. A minimum of two (2) walkthroughs focused on specific areas
5. One (1) Final Summative Conference
6. The Evaluation Cycle shall be completed by May 1st and the staff member will receive a written report and final summative rating not later than May 10th.

Limited or Extended Limited Contracts: For a staff member on a limited or extended limited contract under consideration for non-renewal, three (3) formal observations shall be conducted, one (1) Holistic and two (2) focused observations. The Superintendent shall have the right to waive the third observation. ORC 3319.11

Ineffective and Developing: will continue to use the Full Evaluation Cycle components as outlined in section E above. A PIP will be developed, assigned and monitored by their evaluator.

Accomplished or Skilled: shall be evaluated on a less frequent basis using the non-OTES evaluation tools and shall include the following components:

Accomplished: will complete a self-directed PGP, one (1) observation using the Non-OTES evaluation form, one (1) post evaluation conference including discussion and progress on their PGP, each year for a period of TWO YEARS/observation cycles.

Skilled: will complete a jointly directed PGP, one (1) observation using the Non-OTES evaluation form, one (1) post evaluation conference including discussion and progress on their PGP, for a period of ONE YEAR/observation cycle.

F. Schedule for Observations:

1. The first observation shall occur no sooner than twenty (20) days from the beginning of the school year and no later than Dec. 15th, the second formal observation shall occur no later than April 15th, and the third observation, if needed no later than May 1st. While a Pre-conference is best practice, a pre-conference may be mutually agreed upon but is not required and to be scheduled within three (3) days prior to the observation.

2. At the beginning of each semester, each evaluator will provide for their staff a documented plan for the approximate dates of formal and informal observations. The staff member and evaluator will then mutually agree upon a date, time, and class in which each formal observation will occur. Due to the shifting nature of schedules and absences, the evaluator and staff may mutually make adjustments to the schedule as time permits.

3. All observations shall be limited to forty-five (45) continuous minutes, unless mutually agreed upon, or the length of one class period in middle and high school.

4. A Post-observation meeting is required and shall be held within seven (7) working days after the observation. A narrative summary will be provided to the staff member at least one (1) day prior to the post observation meeting.

5. Observations shall not occur on the day immediately before or following a holiday period, state testing or other activities or events that may affect normal class function.

6. All monitoring and observations shall be conducted openly with the full knowledge of the staff member.

7. To allow for a period of reflection and growth, each formal observation will have a minimum of 20 contractual workdays between observations including post conferences.

8. In person classes will be of preference for observing rather than online courses. If, however, a teacher only conducts online courses, the evaluator would observe through a shared electronic platform.

G. Schedule for Walkthroughs:

1. Evaluators will conduct a minimum of two (2) walkthrough observations and no more than four (4) walkthrough observations in a school year. A walkthrough observation shall last a minimum of ten (10) minutes and a maximum of fifteen (15) minutes.

2. The first walkthrough shall occur no sooner than twenty (20) days from the beginning of the school year and no later than Dec. 15th. The last walkthrough shall occur no later than April 15th.

3. Formal OTES walkthroughs will be focused on one (1) but not more than two (2) components of the Teacher Performance Evaluation Rubric. The theme of the focus shall be determined by the evaluator and can be (a) exclusive to the individual staff member as determined through previous evaluations and discussions or (b) building wide initiatives/goals. Because of the focused nature of walkthroughs and the limited time of

the observation, an evaluator may not observe the intended focus of the walkthrough. The staff member may not be accountable for, or be rated poorly for the inability to observe a limited focus in this process.

4. All walkthroughs shall be announced at least three (3) working days prior to the observation and include the focus of the observation. An approximate date and time shall be included in the announcement.

5. All formal and informal walkthrough observations shall be documented on the district designed walkthrough tool. The evaluator shall provide the staff member with feedback no later than three (3) working days after the observation. Nothing herein shall be construed to prohibit administrators from informally observing teachers.

6. No walkthrough should disrupt the learning environment of the classroom. Guidance counselor walkthroughs shall not disrupt and/or interfere with the counseling environment or be conducted when counselors are engaged in activities that require student confidentiality.

H. Final Holistic Rating/HQSD

1. A staff member's final holistic rating is based on a combination of observations, walkthroughs and teacher provided supporting evidence set forth in the Teacher Performance Evaluation Rubric.

2. Staff may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

3. No inaccurate or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator or provided by the staff member. Staff members may provide additional evidence for their evaluator within a physical and/or electronic portfolio of their choosing.

4. Two (2) measures of high-quality student data must be used in teacher evaluations. When available Value Added data must be used as one (1) measure of HQSD.

I. OTES 2.0 Committee

1. The OTES 2.0 Committee shall consist of at least three (3) administration representatives, at least three (3) Association Representatives, and one (1) counselor. Association members shall serve a two (2) year term and may be elected to serve subsequent years with elections in August of each year. The committee may establish subcommittees to assist with their work.

2. It is recommended that members of this committee receive appropriate training on OTES 2.0, HQSD, the standards for the teaching profession, and teacher of record. The cost of the approved training, if any, shall be borne by the BOE.

3. The committee shall convene whenever necessary and appropriate to:
   a. Determine changes in rules, procedures, dates, and other matters of best practice to conduct the evaluation system as outlined by ODE, OTES 2.0 and ORC and the negotiated contract and report them in the "OTES 2.0/OSCES Evaluation Guidelines"
   b. Sources and qualifications for HQSD as requested by staff and administration.
   c. Approval of Vendor Assessment of HQSD
   d. Create an appeals process for the resolution of disputes for PGP's and PIP's.

4. The committee agenda shall be developed jointly by the co-chairpersons of the committee.
   a. At minimum, the committee shall meet during spring semester to review the evaluation procedure and make recommendations to the BOE for policy changes. The committee may convene electronically (i.e., Google docs, etc.).
   b. Recommendations shall be determined by consensus, with the Association and Administration representatives having equal representation in determining recommendations to the BOE to such changes.
   c. All efforts will be made during the term of this contract to adhere to the "OTES 2.0/OSCES Evaluation Guidelines" as is currently written or as it may be amended by the committee.
   d. OTES 2.0 Joint Committee members shall be paid at the current hourly contracted rate rounded up to the nearest quarter hour for all approved meetings and training sessions outside of school hours.

ARTICLE XII. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The LPDC shall consist of at least three classroom teachers employed by the district, one principal employed by the district, and one other employee of the district appointed by the superintendent.

1. Teacher members shall be selected by the classroom teachers of the district.

2. The principal will be selected by the superintendent.

3. Initial terms of the committee will be for a period of two years.

4. Any member appointed to fill a vacancy shall hold office until the end of that term.

5. No release time shall be granted for the work of the committee, but Professional days may be requested. Committee members will be paid at the current hourly contracted rate for a maximum of eight (8) hours per year. The LPDC chairperson will approve hours to be paid to committee members.

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

C. Certificated staff will submit professional development hours and IPDP via an online platform (i.e., K12 PD Tracker) that will be verified/approved by the LPDC committee.

ARTICLE XIII. TEACHING POSITIONS OUTSIDE NORMAL K-12 PROGRAM

A. Teaching vacancies, vacancies in supplemental positions, and non-traditional teaching positions will be posted for one week from the time of posting. The superintendent or designee will notify all qualified staff members of said vacancies. No positions shall be filled within that one-week period. Notification to staff will be by email.

B. Evergreen teachers wishing to apply for any of the posted positions shall notify the superintendent or designee within the one-week period, and if necessary, complete an application for the position within seven days of the notification. Every effort shall be made to give current employees preference over outside applicants.

C. Qualifications of the applicant for the particular supplemental vacancy include experience in the position and the ability to support district/program philosophy.

D. If a teacher's request for a supplemental has been denied, he/she may request and will receive written reasons for the denial.

ARTICLE XIV. VACANCIES AND TRANSFERS

A. Definitions

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

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

TRANSFER -- A school building change.

1. VOLUNTARY -- A teacher requested a building change.

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

VACANCY -- A newly created certificated/licensed staff position or an existing position that is open and which the Board intends to fill.

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

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

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

B. Assignment and Transfer Initiated by the Superintendent

1. The local superintendent is responsible for the assignment of staff.

2. Should the Superintendent desire to transfer a teacher, a confidential conference will be held with the teacher prior to the implementation of the transfer. The teacher will receive notification two (2) days prior of the intent and the option to have a representative present. At this conference the teacher will be given reason(s), in writing, for said transfer. Failure to receive written reasons upon request shall be grievable.

C. Reassignment

1. Should the Principal desire to reassign a teacher, a confidential conference will be held with the teacher prior to the implementation of the reassignment. The teacher will receive notification two (2) days prior of the intent and the option to have a representative present. At this conference the teacher will be given reason(s) for said reassignment. Failure to receive written reasons upon request shall be grievable.

2. The teacher may have a representative of their choice present at said conference. Reassignments by the principal will be made in writing no later than July 1.

3. Procedure for reassignment:

   a. The staff will be informed of proposed changes and available positions in the building or departments for the next school year.

   b. Interested staff members will have one week to apply in writing for this position.

   c. Each position will be filled on the basis of qualifications.

   d. Should additional positions become open as a result of this process, the process will begin again at Step a.

4. Procedure for reassignment during the summer:

   If a position becomes open during the summer break, the superintendent will email the position(s) to EEA members. Interested and qualified individuals shall contact the Superintendent by the deadline.

5. Before a vacancy is posted, reassignments will be considered.

D. Transfer

1. Voluntary

a. Definition - a teacher requested building change.

b. Procedures for initiating voluntary transfers and filling vacancies:

1) The Superintendent will notify all members of the certificated/licensed staff of all the certified vacancies that occur by email.

2) Staff members will have one week to apply for an existing vacancy after the date of the notice. Applications for the vacancy are to be made in writing to the Superintendent or the Superintendent's designee.

3) Requests for transfer can be made at any time, but are voided at the start of each school year.

4) Vacancies that occur during the school year will be filled on a temporary basis and shall be posted as vacant at the end of that school year.

5) Letters requesting voluntary transfers will be considered before any vacancy is filled.

6) The Superintendent or designee will review the transfer application and make a final decision. Notification will be made to the requesting parties concerning the final decision of the vacancy.

7) The following criteria will be used regarding certificated/licensed request for transfer:

a. Qualifications of the applicant for the particular vacancy.

1. Qualifications may include, but not be limited to grade level/subject experience, teaching style, ability to collaborate with team members/administration, ability to support building/program philosophy.

2. Support of the building principal.

b. When the qualifications of more than one applicant are relatively equal, the order of priority in filling the vacancy will be the applicant with the greatest seniority in the system.

8) If a teacher's request for transfer has been denied, he/she will, upon request, receive written reasons for the denial.

9) A voluntary transfer will not be considered if it causes a layoff.

2. Involuntary

a. Definition - a transfer of a teacher, other than under section B, to a different building because of redistricting, declining enrollment, changes in curriculum, return of a teacher from leave, changes in location of program or classes, or building closure.

b. Procedures to be followed for involuntary transfer:

1) No vacancy will be filled by means of an involuntary transfer if there is another qualified staff member willing to fill said position.

2) Notice of an involuntary transfer will be given to teachers as soon as possible and no later than July 15, except in cases of emergency.

3) An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified in writing of the reason(s). The teacher may, at his/her option, have a representative of the EEA present at such a meeting.

4) The staff member in the affected building or department with the least district seniority will be transferred/reassigned to a vacancy for which he/she is certified.

5) If no vacancy exists for which the person is certified, then he/she will be transferred to the position of the least senior staff member in the district who holds that position for which the staff member is certified.

6) Placement of a staff member being involuntarily transferred will be done on the basis of seniority.

3. In unique or unusual situations involving assignment and transfer the Superintendent and the Association President will meet to discuss the implementation of the contract language for that particular situation.

ARTICLE XV. EDUCATIONAL SERVICE PERSONNEL

The Evergreen Board of Education recognizes, as does the Ohio General Assembly, that an adequate number of competent service personnel are essential to the operation of an effective educational program. The Board of Education shall employ educational service personnel in accordance with the Operating Standards set forth in Ohio Administrative Code section 3301-35-05 (A)(3). The Evergreen Local Board of Education may meet the educational service personnel requirements by employing full-time or part-time staff or by contracting with other agencies and/or boards of education for necessary services.

ARTICLE XVI. CLASS SIZE

A. The Board will comply with the Section 3301-35-05(A)(2) of the State minimum standards on class size.

1. The ratio of teachers to pupils on a district wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils.

2. When K-4 class size reaches thirty (30), or above, the teacher will be provided the services of an aide/assistant for three (3) hours per day. A student identified with special educational needs, other than Speech and Language or a student that has an assigned 1:1 paraprofessional who is in the classroom at least half of the time shall be counted as two (2) except when the co-teaching model is being used.

3. Middle school and high school regular classes and art classes shall have a maximum of thirty (30) students, except for band and chorus. When classes exceed 30 students, an aide/assistant will be assigned, except for band and chorus.

4. The teacher student ratio in study hall may not exceed 1 to 50.

5. For grades Kindergarten - 8th grade - Behavioral IEP students, Speech IEP students, and 504 students will be placed in the general education classrooms, so as to not overload co-taught classrooms, unless a team decision is made for a student to be placed in the co-taught room.

6. A general education teacher in Kindergarten through 4th grade that holds the room for the co-taught model will be committed for 2 years, then a discussion with the building administrator and Director of Student Services for years to follow.

ARTICLE XVII. INSTRUCTIONAL MATERIALS AND SUPPLIES

A. The Evergreen Board of Education agrees that instructional materials and supplies are essential to the effective and efficient operation of the Evergreen Schools. The fiscal responsibility for, and purchase of, instructional materials and supplies shall rest with the Superintendent of Schools or his/her designee(s).

B. The following procedure shall be used for the purchase of instructional materials and supplies.

1. After adoption of the budget resolution, principals will be notified of their building budget for instructional materials and supplies.

2. After receipt of the building budgets, principals will work cooperatively with their respective staffs in developing department and/or grade level allocations.

3. The process for purchasing for the next school year will be made available to teachers before the end of the school year.

4. All purchasing is subject to the confines of the budget. No employee is authorized to make purchases and bill them to the Board of Education without prior approval of the building principal, Superintendent, and a purchase order number from the Treasurer.

ARTICLE XVIII. NON-INSTRUCTIONAL DUTIES

A. The Evergreen Board of Education recognizes that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. It is understood, however, that there are certain non-instructional duties required of every teacher, which are considered part of a teacher's regular duties. Teachers who have specific concerns about non-instructional duties which are assigned shall discuss the concerns with the building principal.

B. Teachers are expected to practice good housekeeping within their classrooms, but are not expected to assume duties normally assigned to custodial personnel. Teachers who have specific concerns about where teaching duties end and custodial duties (cleaning) begin, shall discuss that concern with the building principal. It is the responsibility of all staff to practice energy conservation when and where possible.

C. The Board shall reimburse teachers who drive their own automobile for approved school business, including but not limited to travel during the school day, at the IRS standard mileage rate. Reimbursement mileage is calculated by the total mileage minus regular daily commuting mileage. Mileage submitted for non-work days shall be fully reimbursed. Mileage reimbursement does not apply to supplemental positions.

D. Teachers will not be required to drive pupils to activities which take place away from the school building, but at the same time may pertain to classroom study.

E. Teachers will not be assigned to recess duties.

ARTICLE XIX. SUBSTITUTE TEACHERS

A. In the event of a teacher's absence, the administration shall make a reasonable effort to obtain a substitute. No teacher shall be required to cover for another teacher during their planning or lunchtime, but may do so if requested by the building principal. In the event a teacher agrees to cover for another teacher, the teacher will be compensated at the current hourly contracted rate upon request for the lost planning and/or lunch time.

   1. Reasonable efforts will be made not to combine classes if a substitute cannot be found.

   2. When classrooms are combined:

      a. Secondary teachers will be compensated under Section A above.

      b. Elementary teachers will receive a substitute rate, in addition to a daily rate for the portion of the day, one-half (1/2) or full as appropriate.

      c. Elementary teachers will be compensated according to section A when planning or lunch time is lost.

d. Elementary teachers who absorb students from other classes will receive sub rate compensation divided by the number of teachers absorbing students.

e. Such teachers shall log minutes on a timesheet and submit to the principal's office for approval. Once approved, timesheets will be submitted to payroll for payment. Minutes logged will be rounded to the nearest quarter hour.

ARTICLE XX. ORGANIZATIONAL PRIVILEGES

A. The Evergreen Board of Education will, upon request, provide the Evergreen Education Association with the following documents or data which can be used by the Association to effectively and efficiently prepare intelligent, accurate, informed and constructive programs on behalf of teachers:

1. Board of Education meeting agendas.
2. Minutes of the Evergreen Board of Education meetings.
3. Monthly Evergreen Board of Education financial statements.
4. Annual appropriations for the Evergreen Local School District general operations.
5. The Evergreen Board of Education annual budget.
6. Appropriations reports.
7. Certificate/license of estimated available resources.
8. Grid of teacher experience and level.
9. A copy of the 5-year forecast.

B. The Evergreen Board of Education will grant the Evergreen Education Association permission to use Evergreen school buildings for meetings without cost.

Staff utilizing district facilities for private lessons for profit will:

1. Have the activity approved by the building principal.
2. Required to submit a Facility Usage Form to the building principal.
3. Reimburse district for materials, copies, phone calls, etc.
4. Not schedule lessons that conflict with other duties/obligations.
5. Staff providing lessons for profit are subject to the requirements and prohibitions set forth in the Ohio Educator Licensure Standards and Board Policy.

C. The Evergreen Education Association will be permitted by the Evergreen Board of Education to use the faculty lounge at the building in which the Union President is housed, as a central location to store its documents and records. The faculty lounge shall contain a file cabinet to be used solely by the Association to insure safe storage of documents and records. The Board or its designated representative shall not be responsible for the security and safety of such documents.

D. The Evergreen Education Association will be permitted to use Evergreen equipment. All EEA activities, except for those provided for in the negotiated agreement, are to take place outside of normal work hours.

E. The Evergreen Education Association will be permitted to purchase expendable office supplies and other materials from the Evergreen Board of Education at the price paid by the Board of Education.

F. One bulletin board in the faculty lounge of each Evergreen building will be available to the Evergreen Education Association for the purpose of displaying notices, circulars, and other such materials.

G. Upon request, the Evergreen Board of Education will supply the Evergreen Education Association with the names and addresses of all new teachers and all retiring teachers as soon as such information is available.

H. There will be no reprisals of any kind taken against any member of the Evergreen Education Association for their participation in Association activities.

I. The Board agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees and assessments of the Association, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member.

   Deductions of the annual dues and assessments will be made as nearly equal pay period installments during the school year and in an amount determined by the Association. Deductions shall begin with the first pay period in October and continue for 20 pays. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member.

   All monies deducted for such purposes shall be transmitted to the Association not more than five (5) days following the collection by electronic transfer to an account designated by the Association. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made.

   In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

   A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

J. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

   Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

ARTICLE XXI. FAIR SHARE FEE

A. The employer shall deduct from the pay of employees who elect not to become or remain members of Evergreen Education Association a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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 one hundred present (100%) of the unified dues of the Association, shall be transmitted by the Association to the Employer on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted and the employer agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions:

1. All Fair Share Fee Payers

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

2. Termination of Membership during the Membership Year

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

D. Transmittal of Deductions

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

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 Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

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.

G. Indemnification of Employer

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

1. The employer shall give the Association a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

2. The Association reserves the right to designate counsel to represent and defend the employer. However, this provision shall not prevent the employer from employing its own counsel (at its own expense) to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the employer as will create or foster a conflict of interests;

3. The employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;

4. The employer shall permit the Association and/or its affiliates to intervene as a party;

5. The employer shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae;

6. The employer must act in good-faith compliance with the fair share fee provision of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations herein

ARTICLE XXII. LEAVES OF ABSENCE

A. Sick Leave

1. Professional staff members shall accrue sick leave at the rate of one and one-fourth (1-1/4) days for each calendar month of completed service. Sick leave is cumulative to a maximum of two hundred sixty five (265) days.

2. During each school year each professional staff member who has no accumulated sick leave shall be advanced a five-day sick leave allowance (up to fifteen days each school year). All advanced sick leave must be repaid before additional advances can be made. Any employee who severs employment with the district prior to repayment of advanced

sick leave will be obligated to repay the district in the amount equal to the number of sick days owed times their present daily pay rate.

3. Sick Leave shall be defined according to the following guidelines:

   a. Personal illness or injury of employee.

   b. Death of a member of the immediate family, not to exceed ten (10) days. Immediate family is defined as wife, husband, father, mother, grandmother, grandfather, father-in-law, mother-in-law, brother, sister, son, daughter, grandchild, niece, nephew or a relative or anyone living in the household of the employee.

   c. Absence to attend funeral of a close friend or family member other than the immediate family, not to exceed three (3) days.

   d. Absence due to illness in the immediate family. After five (5) consecutive days have been used, verification of illness by a physician may be required by the Board.

4. Any teacher who does not use any sick days or "dock days" during the school year shall receive two hundred and fifty dollars ($250). Any teacher who does not use more than one sick leave day during the school year shall receive one hundred and twenty-five dollars ($125) (one or two half days will count as one day). This stipend shall be paid the 2nd pay in June pay of the contract year in which these conditions were met.

5. Any employee who is absent more than five (5) consecutive school days, or more than 10 days in a semester and/or whom the Board suspects is using sick leave for an inappropriate purpose, and who applies the same on his/her sick leave, must, if requested by the Board, present a doctor's statement to the treasurer of the Board of Education, indicating that absence was due to a physical necessity.

6. Absences for sick leave will be charged on a half-day basis. When possible an employee may be able to arrange a short period of absence by using in-house coverage without logging sick time. Such arrangements should be made in advance with building Principals.

7. Sick leave will not be deducted in the event of a calamity day as defined in Article IX, F.

8. Falsification of a sick leave statement is grounds for suspension or termination of employment under 3319.16 of the Ohio Revised Code.

B. Long Term Illness/Disability

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

Duration: The leave shall be up to one (1) year from the date of commencement. If an employee fails to notify the office of the Superintendent by April 1 of the year in which the

leave was granted of the employee's intention to return to work, the position shall be deemed open and the obligation of the school district to provide a position for the employee on leave will cease.

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

C. Maternity

1. Accumulated sick leave:

   a. Sick Leave can be used by a pregnant employee before and/or after delivery, provided the employee is unable to work because of health reasons or medical appointments connected with pregnancy, delivery, or medical complications there from. Such leave, while under doctor's care, will be limited to a maximum of six (6) calendar weeks following the date of delivery. If additional leave is necessary for medical reasons for either the mother or the baby(ies), such leave must be certified by a physician.

   b. Sick Leave cannot be taken while on Maternity Leave under Section 2 below.

2. An unpaid leave of absence shall be granted for maternity purposes to bargaining unit members of the school district.

   a. Commencement: To take unpaid leave, the employee must notify the principal's office, in writing, of the date the employee wishes to commence the leave of absence.

   b. Duration: The leave shall be up to one (1) year from the date of commencement. If an employee fails to notify the office of the Superintendent by April 1 of the year in which the leave was granted of the employee's intention to return to work, the position shall be deemed open and the obligation of the school district to provide a position for the employee on leave will cease.

   c. Re-entry: If an employee on maternity leave requests re-entry into the school system before one year has passed, the employee may return at the beginning of any given nine-week period or a date mutually agreed upon by the employee and the Superintendent.

   d. Return from Leave: Upon return, the employee shall be placed in the same or a similar position for which the employee is qualified (certified/licensed). All benefits shall be reinstated upon return; however, the employee shall not advance an increment on the salary schedule unless the employee worked at least 120 days of the school year in which the leave commenced.

D. Paternity

1. Accumulated sick leave:

   a. Sick Leave, for spousal or baby care, can be used by an employee before or after delivery for up to a maximum of two 2 calendar weeks following the date of delivery of

leave without a doctor's excuse. If the employee's spouse or baby(ies) have health reasons or medical appointments connected with pregnancy, delivery, or medical complications there from, paternity leave may be extended. Such leave must be certified by a physician and must be used for medical reasons for either the mother or the baby(ies).

b. Sick Leave cannot be taken while on Paternity Leave under Section 2 below.

2. An unpaid leave of absence shall be granted for paternity purposes to employee of the school district.

a. Commencement: To take unpaid leave, the employee must notify the principal's office, in writing, of the date the employee wishes to commence the leave of absence.

b. When a child is born to a spouse or the spouse encounters difficulties during the term of the pregnancy, paternity leave shall be granted.

c. Duration: The leave shall be up to one (1) year from the date of commencement. If a bargaining unit member fails to notify the office of the Superintendent by April 1 of the year in which the leave was granted of the employee's intention to return to work, the position shall be deemed open and the obligation of the school district to provide a position for the employee will cease.

d. Re-entry: If an employee on paternity leave requests re-entry into the school system before one year has passed, the employee may return at the beginning of any given nine-week period or a date mutually agreed upon by the employee and the Superintendent.

e. Return from Leave: Upon return, the employee shall be placed in the same or a similar position for which the employee is qualified (certified/licensed). All benefits shall be reinstated upon return; however, the employee shall not advance an increment on the salary schedule unless the employee has worked at least 120 days of the school year in which the leave commenced.

E. Adoption Leave

1. Adoption of a child shall constitute just reason to request an unpaid leave of absence.

2. After proper notification, leave will begin immediately after receipt of custody. Without proper notification, leave will not be granted.

3. Duration, re-entry and return from leave are to be the same as maternity leave.

F. Personal Leave Days

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

1. Members shall be allowed three (3) personal leave days without question. Personal leave shall not be used to extend a vacation period or holiday.

2. All requests for personal leave must be submitted to the appropriate administrator, at least two (2) days in advance of the school day on which the professional staff member desires to be off on personal leave, except in emergencies or extenuating circumstances. Only one (1) personal day may be used after April 30th.

3. Unpaid personal leave may be granted at the discretion of the Superintendent. If unpaid personal leave is granted the teacher's salary shall be reduced by 1/185 of the teacher's base salary/Board health premium for each day missed.

4. One-hundred percent (100%) of substitute teacher pay will be paid to each bargaining unit member for each unused personal day in a school year. This is to be paid the second pay in June of the current school year.

4. In lieu of payment for one unused personal day, members have the option of rolling one day over to the next school year. Available personal days may not exceed four days per school year. Personal day rollover form must be turned in on the last day of school, otherwise all unused personal days will be paid the second pay in June.

5. Personal days will not be deducted in the event of a calamity day.

G. Family Medical Leave Act

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

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

H. Emergency Leave Days

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

1. Accidents to members, or members of the professional staff member's family, i.e., father, mother, current and former spouse, child, grandmother, grandfather, father-in-law, mother-in-law, grandchild, niece, nephew, brother or sister.

2. Disaster affecting professional staff member's family or family property. For the purpose of this provision, a "disaster" shall be defined as a "sudden, unexpected and unanticipated calamitous event that produces material damage, loss and distress". Examples of a disaster include, but are not limited to: a flood causing damage to the residence of the professional staff member, or a tornado causing damage to the residence of the professional staff member.

3. Notification to the principal in case of disaster will be made as soon as possible.

I. Long-Term Unpaid Leave

1. A bargaining unit member may, with the approval of the Superintendent, be granted an unpaid leave of absence. A written request stating the reason and duration of the leave must be submitted to the Superintendent no later than sixty (60) calendar days prior to the beginning of the desired leave. The maximum length of an unpaid leave shall be no more than one school year, and renewal of such leave shall be at the discretion of the Board of Education. If a unit member requests an early termination of the leave, the Board of Education shall have the option of approval or disapproval.

2. Upon return from an unpaid leave, the unit member shall resume the contract status which existed prior to such leave. If the unit member desires to continue insurance benefits during the unpaid leave of absence, the member must pay monthly in advance the full premium amount.

J. Professional Leave

1. Requests for professional leave shall be submitted, in writing, and shall specify the purpose and, whenever possible, anticipated costs, to the Superintendent at least two (2) weeks prior to the leave.

2. Professional meetings are defined as those conferences, conventions, school visitations, workshops, clinics, or other activities supported by building principals or LPDC. All professional leave must be approved by the Superintendent.

3. Reimbursement:

   a. Up to $50.00 for meals per day when an overnight stay is required, when meals are not provided.

   b. Cost of the room.

   c. Mileage at the IRS standard mileage rate.

   d. Registration fees.

   Requisitions and purchase order procedures must be followed to receive reimbursement.

   Receipts of all expenditures must be presented to receive reimbursement.

4. In situations where Evergreen students are being recognized at district, state, or national level conventions, meetings, etc. or are competing at said levels, the Board shall pay the advisor's or supervisor's expenses as per Section 3 above. Where a staff member's attendance at a professional meeting is otherwise required by the Administration, the Board shall pay the employee's expenses as per Section 3 above, unless adjusted by the Superintendent.

5. Professional leave will not be deducted in the event of a calamity day.

K. Jury, Witness, and/or SERB Appearances

1. The professional staff member(s) who is summoned for jury duty or as a witness appearance during normal teaching hours, the employee shall turn over the court's check for the per diem allowance for jury duty to the Board of Education. The Board of Education will then pay the employee their regular daily rate as would normally be paid according to payroll procedures.

2. Teachers required to participate in proceedings of the State Employment Relations Board shall be compensated as required by administrative policies and procedures of SERB.

L. Military Leave

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

M. Assault Leave

1. An assault is a physical injury inflicted upon an employee as a result of performing work-related duties. Assault charges must be filed by the county prosecutor to qualify for assault leave. The superintendent may approve paid leave in special circumstances at his/her discretion.

2. An employee who suffers a physical illness or injury that is directly caused by a job-related assault, be it on or off the employer's premises, shall be with full pay and shall not be charged against sick or personal leave. Any certified educator who must be absent from his or her duties due to disability resulting from an assault which occurs in the course of an employee's Board employment, on or off school premises before, during or after school hours, will be paid his or her full scheduled compensation for a maximum period of thirty (30) days. If permanently disabled, the educator must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."

3. Such leave shall commence on the first day of absence and continue until the employee elects one of the following options:

   a. The employee returns to work.

b. The employee begins to receive retirement/disability benefits under an Ohio State Retirement system.

c. The employee resigns.

4. Employees shall report immediately to their supervisors or principal all cases of assault suffered by them in connection with their employment.

5. The employee shall complete and sign the assault leave form to report his/her use of assault leave. Before assault leave can be approved, the teacher shall furnish to the superintendent a written, signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of the victims and witnesses and a description of the injuries sustained by each victim of the assault, if possible. If medical attention is required or sought, the teacher shall also furnish the superintendent a statement of the nature of the disability and its duration which has been signed by a licensed physician. The teacher will furnish this statement(s) within ten (10) working days of the assault. The superintendent may extend this reporting period in an emergency.

6. Employees will be reimbursed for damaged personal property up to $250.00.

N. Association Business Leave

The Association shall be granted up to six (6) paid days per year for Association activities. Such leave may be used in one half (1/2) day or full day increments. When negotiation sessions are scheduled during normal work hours, substitutes for EEA bargaining unit members will be provided when applicable. Association bargaining members will be allowed to use professional leave.

ARTICLE XXIII. WORKERS COMPENSATION

A. All certified employees covered under this Agreement are protected under the State Workers Compensation Act of Ohio in case of injury or death incurred in the course of or arising out of their employment.

B. An injury incurred while performing assigned responsibilities should be reported immediately to the teacher's building principal or other designated representative, and an accident report must be completed utilizing the process specified by the District.

ARTICLE XXIV. GRIEVANCE PROCEDURE

Purpose

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

Definitions

Grievance:

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

Grievant:

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

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

Procedure

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

Step One

Within fifteen (15) days after the occurrence of the facts upon which it is based, the grievant shall present the grievance on the Grievance Report Form listing Article and Section of the Contract that the grievant alleges was violated to his/her Building Principal, who will arrange for a meeting to take place within five (5) days after its receipt. An Association representative may be present for this and any other meeting to resolve grievances. The Principal must provide the grievant and the Association with a written disposition of the grievance within five (5) days after the meetings.

Step Two

If the action taken at Step 1 does not resolve the grievance to the satisfaction of the grievant or grievants, then the grievance may be advanced to Step 2 by submitting the Grievance Report Form to the Superintendent within ten (10) days of having received the written disposition from the Principal at Step 1. All Association grievances shall be initiated at Step 2. The Superintendent shall arrange for, and preside at a meeting to take place within five (5) days after receipt of the grievance. The parties to the grievance may each have present for the meeting, any individuals or documents either deem necessary to present facts pertinent to the grievance. Upon conclusion of this meeting, the Superintendent has five (5) days to present his written disposition to the grievant, if other than the Association, and to the Association.

Step Three

If the action taken at Step 2 does not resolve the grievance to the satisfaction of both parties, then both parties may advance the grievance to Step 3 by submitting the Grievance Report Form to the Federal Mediation Conciliatory Service within ten (10) days of having received the

written disposition from the Superintendent at Step 2. If the request is rejected by the FMCS, or if the mediation cannot take place in a timely manner, then either party may move the grievance to Step 4.

Step Four

If the Association is not satisfied with the disposition of the grievance at Step 3, it may submit the grievance to arbitration by written request to the Superintendent made within ten (10) days following the receipt of the disposition of the grievance at Step 3. An extension of five (5) days on this provision will be allowed upon written request by the Association to the Superintendent, providing such written request is submitted within the ten (10) day period as provided for above. The Association's request for arbitration shall be sent to the Superintendent and the American Arbitration Association by certified mail with return receipt requested or by hand delivery.

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

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

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

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

General

A. The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process, nor shall such fact be used in any recommendation for re-employment or recommendation for other employment, nor shall the teacher, the Association, or its officials be placed in jeopardy or be subject for reprisal or discrimination for having followed this grievance procedure.

B. The time limits specified in this procedure may be extended by written agreement of the parties involved.

C. The Board and the Association will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

D. Should the investigation or processing of any grievance require that an EEA member be excused from his regular duties or assignment for a scheduled hearing or meeting, he/she shall be excused without loss of pay or benefits.

ARTICLE XXV. FAIR DISMISSAL & COMPLAINT PROCEDURE

A. Progressive Discipline

1. Progressive discipline procedures shall be followed with all teaching staff, counselors, media specialists and certified staff holding supplemental positions. Discipline may begin at any step of the disciplinary procedure appropriate to the severity of the infraction. The progressive discipline process shall be:

   Step 1: Acknowledged Oral Warning - a verbal warning will be confirmed in writing. A copy will be given to the employee and a copy maintained in a separate administrative file.

   Step 2: Written Warning - a written warning will be given to the employee and a copy maintained in a separate administrative file.

   Step 3: Official Reprimand - an official reprimand will be given to the employee and a copy filed in the district office.

   Step 4: Suspension - length of the suspension will be determined by the Superintendent. The suspension could be either paid or unpaid.

   Step 5: Termination

2. A disciplinary hearing will be held before any discipline is imposed. The staff member will be notified in writing of the disciplinary hearing and of the right to bring a representative to the hearing. No discipline will occur until this hearing has taken place, unless the staff member declines to attend the hearing. Meetings may be rescheduled by mutual agreement to accommodate the attendance of this representative.

3. The same sequence of disciplinary steps shall be followed for the same or similar offenses. Bargaining unit members may grieve discipline up to and including termination.

B. Complaints Against Professional Staff Members

1. Complaints against professional staff members shall be handled in a consistent manner. The substance of complaints perceived to be of a serious and/or persistent nature will be placed in writing by the immediate supervisor, and brought to the attention of the teacher within ten (10) working days.

2. Complaints against professional staff members shall be handled using the following procedure:

   a. The immediate supervisor shall discuss the written complaint with the employee.
   b. If it is not resolved at level a, with the employee, the discussion will be documented and communicated to the complainant.
   c. The complainant, employee and administrator may meet to resolve any issue(s). If the issue(s) is not resolved, then a meeting will be scheduled with the Superintendent or his designee, unless the complainant does not wish to meet with one or all of these individuals.
   d. If complaints are placed in a staff member's file, said member shall have the right to rebuttal.
   e. The professional staff member shall have the right to an Association representative of his/her choosing at level b and all subsequent steps of this procedure.
   f. Any discipline against a member resulting from the complaint procedure shall be handled in accordance with Article XXIV, Progressive Discipline.

ARTICLE XXVI. INSURANCE

A. The Evergreen Board of Education shall contract to provide hospitalization insurance and major medical coverage for employees of the Evergreen Local School District. The Evergreen Administration and Evergreen Education Association will collaborate and make recommendations to the Evergreen Board of Education with changes in Insurance providers.

B. Insurance (Health, Dental, and Vision coverage) is currently offered to eligible employees during the contract. The Board will cover the Board paid premium, from the previous calendar year, plus a maximum increase of 3% in year 1, 3% in year 2, and 3% in year 3 to purchase medical insurance, the standard dental option, and any vision option. Calculations will be based on the Advantage HDHP. The Board will contribute the same monthly premium amount towards the Traditional PPO and Open Care RFP (single or family) plan as the Advantage HDHP (single or family). The Board will pay the same percentage of premium towards the Consumer HDHP as the Advantage HDHP.

C. If spouses are both employed full-time by Evergreen Local Schools, the Board will pay 100% of the cost of health, dental, and vision insurance for the married employee(s) selecting HDHP.

D. For employees opting for coverage with our Health Insurance Carrier High Deductible Health Plan (HDHP), the Board of Education will pay $2,000.00 into a Health Savings Account (HSA) for a HDHP family plan, and $1,000.00 into a HSA for a single plan. The Board will deposit into the HSA the entire contribution in one lump sum on the first pay in January for each year of the contract. Failure to set up a HSA account by January 31st, will result in a loss of employer HSA contribution for that calendar year.

E. Part-time staff will be eligible for insurance with our Health Insurance Carrier at a cost prorated to their employment status.

F. The Evergreen Board of Education shall purchase a $50,000 group term life insurance policy for each eligible certified employee. The Evergreen Board of Education shall purchase a $25,000 group term life insurance policy for each eligible certified part-time employee.

ARTICLE XXVII. COMPENSATION

A. Base 4% increase the first year, 3.25% the second year, and 3% the third year.

B. Rating Bonus

The Board will pay each teacher a $850.00 bonus in the first pay of the new school year following the school district receiving the "highest rating" on the School District Report Card.

C. FBI/BCI background checks

Teachers are expected to conduct necessary FBI/BCI background checks at Evergreen Local Schools. Evergreen Local Schools will undergo the expense of necessary background checks. If for some reason Evergreen Local School District is unable to conduct a necessary background check in a timely manner, and after obtaining permission from the Superintendent to have the necessary background check conducted elsewhere, teachers will be reimbursed the cost of necessary FBI/BCI background checks to maintain licensure. Eligible fees for background checks conducted elsewhere will be reimbursed at the current rate of expense incurred by the Evergreen Local School District.

D. Master Teacher Designation Bonus

Any teacher who received this designation prior to this contract will receive a bonus of $1,000.00 each year. Starting in 2022 – 2023 school year, teachers receiving Master Teacher Designation will receive a one-time bonus of $1,000.00 in the year of receiving the designation. Teachers will also receive the $1,000.00 bonus when the Designation is renewed.

E. Current Hourly Contracted Rate

The hourly rate of compensation for all duties listed in this contract, unless otherwise noted, will be calculated by the school year's base salary divided by 185 (school days) divided by 7.25 (teacher daily hours) and rounded up to the nearest quarterly hour. Such compensation will be noted as "the current hourly contracted rate" throughout the contract including but not limited to tutor, Saturday school suspension, and detention monitor, (2025 -2026: $31.68, 2026 - 2027: $32.71, 2027 - 2028: $33.69).

ARTICLE XXVIII. SUPPLEMENTAL POSITIONS

A. Supplemental Pay Index

The Supplemental Pay Index will be based on Bachelor's Salary Scale (BA) Step 0 of the current year.

Supplemental Pay Schedule							
Teaching Experience	A	B	C	D	E	F	G
0	17.75	12.75	10.75	7.75	6.25	5.75	3.50
1	17.75	12.75	10.75	7.75	6.25	5.75	3.50
2	17.75	12.75	10.75	7.75	6.25	5.75	3.50
3	18.25	13.25	11.25	8.25	6.75	6.25	4.00
4	18.25	13.25	11.25	8.25	6.75	6.25	4.00
5	18.25	13.25	11.25	8.25	6.75	6.25	4.00
6	18.75	13.75	11.75	8.75	7.25	6.75	4.50
7	18.75	13.75	11.75	8.75	7.25	6.75	4.50
8	18.75	13.75	11.75	8.75	7.25	6.75	4.50
9+	19.25	14.25	12.25	9.25	7.75	7.25	5.00

B. Supplemental Experience for Non-Bargaining Employees

Non-bargaining supplemental employees shall be placed on the Supplemental Pay Index according to their experience in that supplemental area. All non-bargaining unit supplemental contracts will be paid via option C of Article XXIX.

A

Head Baseball
Head Football
Head Basketball
Head Wrestling
Band Director
Vocal Music
Head Volleyball
Weight Room Director
Head Softball
Head Soccer
Assistant Athletic Director
Head Cross Country
Head Track

B

JV Basketball
JV Volleyball
JV Baseball/Softball
JV Football/Varsity Asst.
JV Wrestling
JV Soccer
Varsity Assistant Coach
9th Head Football/Varsity Asst.
Assistant Band Director

C

9th Basketball
9th Baseball/Softball
Golf
EHS Yearbook
9th Grade Volleyball
Bowling
Ticket Manager

D

7/8 Wrestling
7/8 Football
7/8 Basketball
7/8 Track
7/8 Volleyball
7/8 Cross Country
Musical Production Director
EHS National Honor Society
Building Leadership Team (6-7 per building)
H.S. Academic Challenge Advisor

E

7/8 Cheerleading
Play Director/Asst. Musical Director
Winter Cheerleading
Fall Cheerleading
EHS Student Council Advisor
Senior Class Advisor
Prom Advisor
Mentor teacher (Max of 2 mentees)

F

EHS Newspaper
Foreign Language Club
EMS Student Council Advisor
National Junior Honor Society
Head Teacher
S.A.D.D. Advisor
Pep Band
Junior Class Advisor
LPDC Chair
E-Sports Club

G

FCCLA Advisor
Freshman Class Advisor
Sophomore Class Advisor
6th Grade Outdoor Education
EMS Yearbook
Elementary Yearbook
EMS Newspaper
Science Club
Elementary Student Council Advisor
Art Club
Majorette/Flag Corp Advisor
EMS Academic Challenge
Elementary Music Director
EHS Department Heads – Lang. Arts, Math, Science, Social Studies, Special Education
Wellness Coordinator
Elementary Volunteer Coordinator

ARTICLE XXIX. SALARY PAYMENT

A. Professional staff members employed by the Evergreen Board of Education will be paid in twenty-four (24) installments. Payment shall be received through electronic transfer and will be made on the tenth (10^{th}) and twenty-fifth (25^{th}) day of the month. When the tenth (10^{th}) and/or twenty-fifth (25^{th}) day of the month falls on a non-banking day, funds will be deposited on the banking day prior to the non-banking day originally scheduled for deposit.

B. The Evergreen Board of Education shall, upon request of 15 or more professional staff members, consider additional payroll deductions.

C. Certified staff supplemental contracts will be paid as follows:

1. Full year supplemental positions (e.g. class advisors/academics, etc.) will be spread-paid beginning with the first pay in September through the final pay of their teaching contract in August.

2. Seasonal or partial year supplemental contracts will be paid:
   a. One-half of the contract will be paid at mid-season.

   b. The remaining one-half of the contract will be paid at the end of the season, once the employee completes an end-of-season task checklist and his/her supervisor signs off to signify the job is complete. The end of task checklist will be distributed to coaches with their supplemental contract.

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

Season	Beginning of Season	Mid-Season	Final Pay
Fall	August	1^{st} pay/Sept.	1^{st} pay November
Winter	November	1^{st} pay/Dec.	1^{st} pay March
Spring	March	1^{st} pay/April	1^{st} pay June
Summer	June	1^{st} pay July	1^{st} pay August

D. Salary notice will be sent to each member by August 1 each year.

E. Before a teacher will be moved to a different pay column, he/she will need to request the move in writing to the Superintendent and include the necessary transcripts or other documentation to justify the move. Requests to move a column must be submitted by August 15 for new pay to be effective on the first pay in September or by December 15 for new pay to be effective on the first pay in January.

Credit for salary schedule movement will be graduate level courses. Exceptions for undergraduate courses may be approved by the Superintendent if such courses are taken to achieve new or expanded areas of certification/licensure determined by the administration to be of immediate benefit to the District.

ARTICLE XXX. SALARY INDEX

F. Salary Index

INDEX						
STEP	BA	BA+15	BA+30	BA+45 / MA	MA+15	MA+30
0	1.0000	1.0164	1.0466	1.0950	1.1118	
1	1.0523	1.0698	1.0922	1.1434	1.1659	
2	1.0946	1.1132	1.1378	1.1918	1.2200	
3	1.1369	1.1566	1.1834	1.2402	1.2741	
4	1.1792	1.2000	1.2390	1.2886	1.3282	
5	1.2215	1.2434	1.2846	1.3370	1.3823	
6	1.2538	1.2868	1.3302	1.3854	1.4364	
7	1.2961	1.3202	1.3758	1.4438	1.4905	
8	1.3384	1.3636	1.4214	1.4922	1.5446	
9	1.3807	1.4070	1.4570	1.5406	1.5987	
10	1.4230	1.4504	1.5026	1.5890	1.6628	
11	1.4653	1.4938	1.5482	1.6374	1.7169	
12	1.5076	1.5372	1.5938	1.6758	1.7710	1.8050
13	1.5499	1.5806	1.6394	1.7242	1.8251	1.8550
14	1.5499	1.6240	1.6850	1.7726	1.8692	1.9050
15	1.5499	1.6674	1.7306	1.8210	1.9233	1.9550
16	1.5499	1.6674	1.7306	1.8694	1.9774	2.0050
18	1.5499	1.6674	1.7534	1.9376	2.0485	2.0990
20	1.5499	1.6674	1.7762	1.9618	2.0756	2.1490
22	1.5499	1.6674	1.7762	1.9739	2.0892	2.1990
24	1.5499	1.6674	1.7990	1.9860	2.1396	2.2490
26	1.5499	1.6674	1.7990	1.9860	2.1696	2.2790
30	1.5499	1.6674	1.7990	1.9960	2.1896	2.2890
33	1.5499	1.6674	1.7990	1.9960	2.2096	2.2990

EVERGREEN EDUCATION ASSOCIATION

2025 - 2026

SALARY SCHEDULE

2025 - 2026						
BASE	$42,494				BASE INC. %	4.00%
STEP	**BA**	**BA+15**	**BA+30**	**BA+45 / MA**	**MA+15**	**MA+30**
0	42,494	43,191	44,475	46,531	47,245	
1	44,717	45,460	46,412	48,588	49,544	
2	46,514	47,305	48,350	50,645	51,843	
3	48,312	49,149	50,288	52,701	54,142	
4	50,109	50,993	52,650	54,758	56,441	
5	51,907	52,837	54,588	56,815	58,740	
6	53,279	54,682	56,526	58,872	61,039	
7	55,077	56,101	58,464	61,353	63,338	
8	56,874	57,945	60,401	63,410	65,637	
9	58,672	59,789	61,914	65,467	67,936	
10	60,469	61,634	63,852	67,523	70,659	
11	62,267	63,478	65,790	69,580	72,958	
12	64,064	65,322	67,727	71,212	75,257	76,702
13	65,862	67,166	69,665	73,269	77,556	78,827
14	65,862	69,011	71,603	75,325	79,430	80,952
15	65,862	70,855	73,541	77,382	81,729	83,076
16	65,862	70,855	73,541	79,439	84,028	85,201
18	65,862	70,855	74,509	82,337	87,050	89,196
20	65,862	70,855	75,478	83,365	88,201	91,320
22	65,862	70,855	75,478	83,879	88,779	93,445
24	65,862	70,855	76,447	84,394	90,921	95,570
26	65,862	70,855	76,447	84,394	92,196	96,844
30	65,862	70,855	76,447	84,819	93,045	97,269
33	65,862	70,855	76,447	84,819	93,895	97,694

BA = Bachelor's Degree

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

MA = Master's Degree

MA + 15 = MA plus 15 semester hours of graduate level coursework*
MA + 30 = MA plus 30 semester hours of graduate level coursework*
* or other approved coursework as defined in Article XXXI.

2026 - 2027 SALARY SCHEDULE

2026 - 2027						
BASE	$43,875				BASE INC. %	3.25%
STEP	BA	BA+15	BA+30	BA+45 / MA	MA+15	MA+30
0	43,875	44,595	45,920	48,044	48,781	
1	46,170	46,938	47,921	50,167	51,154	
2	48,026	48,842	49,921	52,291	53,528	
3	49,882	50,746	51,922	54,414	55,902	
4	51,738	52,650	54,362	56,538	58,275	
5	53,594	54,555	56,362	58,661	60,649	
6	55,011	56,459	58,363	60,785	63,023	
7	56,867	57,924	60,364	63,347	65,396	
8	58,723	59,828	62,364	65,471	67,770	
9	60,579	61,733	63,926	67,594	70,144	
10	62,435	63,637	65,927	69,718	72,956	
11	64,291	65,541	67,928	71,841	75,330	
12	66,146	67,445	69,929	73,526	77,703	79,195
13	68,002	69,349	71,929	75,650	80,077	81,389
14	68,002	71,254	73,930	77,773	82,012	83,583
15	68,002	73,158	75,931	79,897	84,385	85,776
16	68,002	73,158	75,931	82,021	86,759	87,970
18	68,002	73,158	76,931	85,013	89,879	92,094
20	68,002	73,158	77,931	86,075	91,068	94,288
22	68,002	73,158	77,931	86,606	91,664	96,482
24	68,002	73,158	78,932	87,136	93,876	98,676
26	68,002	73,158	78,932	87,136	95,192	99,992
30	68,002	73,158	78,932	87,575	96,069	100,431
33	68,002	73,158	78,932	87,575	96,947	100,869

BA = Bachelor's Degree

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

MA = Master's Degree

MA + 15 = MA plus 15 semester hours of graduate level coursework*
MA + 30 = MA plus 30 semester hours of graduate level coursework*
* or other approved coursework as defined in Article XXXI.

2027 - 2028 SALARY SCHEDULE

2027 - 2028						
BASE	$45,192				BASE INC. %	3.00%
STEP	**BA**	**BA+15**	**BA+30**	**BA+45 / MA**	**MA+15**	**MA+30**
0	45,192	45,933	47,298	49,485	50,244	
1	47,555	48,346	49,358	51,672	52,689	
2	49,467	50,307	51,419	53,859	55,134	
3	51,378	52,269	53,480	56,047	57,579	
4	53,290	54,230	55,992	58,234	60,023	
5	55,202	56,191	58,053	60,421	62,468	
6	56,661	58,153	60,114	62,608	64,913	
7	58,573	59,662	62,175	65,248	67,358	
8	60,484	61,623	64,235	67,435	69,803	
9	62,396	63,585	65,844	69,622	72,248	
10	64,308	65,546	67,905	71,809	75,145	
11	66,219	67,507	69,966	73,997	77,589	
12	68,131	69,469	72,026	75,732	80,034	81,571
13	70,042	71,430	74,087	77,919	82,479	83,830
14	70,042	73,391	76,148	80,107	84,472	86,090
15	70,042	75,352	78,209	82,294	86,917	88,350
16	70,042	75,352	78,209	84,481	89,362	90,609
18	70,042	75,352	79,239	87,563	92,575	94,857
20	70,042	75,352	80,269	88,657	93,800	97,117
22	70,042	75,352	80,269	89,204	94,414	99,376
24	70,042	75,352	81,300	89,751	96,692	101,636
26	70,042	75,352	81,300	89,751	98,048	102,992
30	70,042	75,352	81,300	90,202	98,952	103,444
33	70,042	75,352	81,300	90,202	99,855	103,896

BA = Bachelor's Degree

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

MA = Master's Degree

MA + 15 = MA plus 15 semester hours of graduate level coursework*
MA + 30 = MA plus 30 semester hours of graduate level coursework*
* or other approved coursework as defined in Article XXXI.

ARTICLE XXXI. PAY FOR FURTHER TRAINING

A. A bargaining unit member may be reimbursed for professional growth college credit.

1. To be eligible for reimbursement under this article, a bargaining unit member's request must have the prior approval of the superintendent on the form provided (Appendix B).

2. Reimbursement, once approved, will be paid up to $650/semester hr., up to $400/quarter hr. and up to a maximum of $2,000 per bargaining unit member. Reimbursement must be requested by completing the form provided (Appendix C) and submitted with an official transcript and proof of course payment.

3. A sum of $30,000 will be appropriated for the year, July 1 through June 30. Applicants shall be approved on a first come, first serve basis. When the funds are allocated, the remaining applicants will be notified and placed on a waiting list in case funds become available through people who did not use the funds they were allocated. The amount of funds requested will be placed on the form along with either quarter or semester hours.

B. Course work will be approved under this provision if such course meets, as determined by the superintendent, one of the following criteria:

1. Courses related to the teacher's current or pending assignment.

2. Courses to renew a current license.

3. Course work credit will be given only to staff members who provide a transcript from an accredited college.

C. In addition to the above, graduate courses shall be approved if such courses provide a better understanding of students, responding to a particular area needing improvement as indicated in the teacher's evaluation or courses specifically related to an area in which the teacher is currently certified/licensed.

D. To be eligible for reimbursement under this article, unit members:

1. Must have been an employee on the certificated/licensed staff of the Evergreen Local School District for at least two (2) full school years of employment, and

2. Must submit evidence of course completion (official transcript) with grade of "B" or better or "pass" in a pass/fail class. The Superintendent will decide whether or not the transcript turned in for reimbursement is official. If deemed unofficial, the employee will direct the university/college to mail an official transcript to the Superintendent.

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

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

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

- If a teacher leaves within two years of payment for additional classes, 100% of the tuition reimbursement moneys paid to that teacher must be repaid prior to the end of the teacher's employment. Should the teacher fail to make such payment the Board may attach and withhold any wages or salary due to the teacher for such repayment. It will be the School District's responsibility to collect said money. Special consideration to waive the requirement to repay could be given by the Superintendent if a teacher has cause to leave the district beyond the control or intent of the teacher. (For example: spouse's relocation to another state, retirement and non-renewal)

E. College Credit Plus

1. In order to incentivize teachers to become eligible to teach College Credit Plus classes, the parties hereby create the CCP Reimbursement Program. In order to be eligible for the CCP tuition reimbursement, participation and ability to take CCP classes must be pre-approved by the Superintendent or his/her designee. College Credit Plus reimbursement funds are not subject to Professional Growth College Credit reimbursement funds. Any employee choosing CCP tuition reimbursement will not be eligible for Professional Growth College Credit reimbursement until they have completed coursework meeting the requirements for CCP instruction.

2. Reimbursement must be requested by completing the form provided in Appendix B and submitted with an official transcript and proof of course payment. Reimbursement shall be at the rate of $450/semester hour. Reimbursement will be paid as soon as all required forms and documentation have been submitted to the Treasurer. In order to be eligible for reimbursement, the teacher must successfully pass the class with a B or better. Tuition reimbursement will not be available for portions of tuition paid via scholarship from the university or college.

3. Once completing the certification requirements, the teacher shall maintain CCP status for a minimum of two years or he/she must repay the tuition. In addition, the teacher must remain employed for at least two (2) years after receiving reimbursement, unless the program is cancelled or the employee is relieved of his/her duties by District.

4. The teacher will be given professional leave time to attend mandatory meetings with colleges if they occur during the workday. If the teacher is required to attend mandatory meetings outside of the contractual day, CCP teachers will log time and be paid at the current hourly rate.

5. The District cannot mandate that a teacher obtain CCP credentials. Qualified bargaining unit members will be given the first opportunity to teach a CCP class. CCP evaluations are not included in OTES evaluations.

6. At the end of each school year, a committee will convene to review requirements of the

CCP program and make recommendations to the Superintendent for policy changes. The committee will be made up of any CCP teachers and approved CCP candidates, at least one EEA officer, and at least one district Administrative representative. Payment for work outside of the contractual day will be paid at the contracted hourly rate. Recommendations for changes will be reported to the Superintendent by April 1st of each school year.

7. A bargaining unit member choosing to leave his/her college credit plus assignment for the next school year shall notify the District on or before January 1st.

F. Professional Development:

1. Professional staff members are encouraged to attend professional meetings, conventions, conferences, school visitations, workshops and clinics, including onsite opportunities that contribute to the educational program, but are not for college credit.

   a. $15,000 will be appropriated each school year for professional development and divided by the number of grades per building.

   b. Any excess funds will not be carried over to the next fiscal year.

ARTICLE XXXII. SUMMER CURRICULAR ACTIVITIES

A. Professional staff members in the Evergreen Local School District, who are assigned or receive approval of the Superintendent or designee, may be compensated at the current hourly contracted rate for the number of hours approved in the one-page overview mentioned in B.1, during the summer for the purpose of writing curriculum guides, course outlines, projects, units, or other curricular related materials to be used in the Evergreen Schools.

B. Guidelines for approval of summer curriculum work are to be as follows:

1. A one-page overview stating the intended goals and methods for reaching these goals must be submitted to the Superintendent or designee prior to his granting approval for summer curriculum work. The decision must be returned within ten days in writing.

2. Every effort will be made for all work to be completed in the building to which the teacher is assigned.

3. All approved work must be completed prior to August 15 of calendar year.

4. The building principal must certify to the Superintendent or designee his/her approval of the completed work.

5. A one-page summation of the completed work must be submitted to the Superintendent's office prior to receiving payment for the completed work.

6. Payment for completed and approved summer work will be the first pay in September. Time sheets should be submitted to the treasurer prior to August 15.

7. Teachers who are on vocational extended service will not be approved for this activity.

ARTICLE XXXIII. GENERAL

A. The Evergreen Board of Education agrees that there will be no discrimination in the hiring, training, assignments, promotion, transfer or discipline of teachers or in the application of administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of teacher employment on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile, or marital status.

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

ARTICLE XXXIV. REDUCTION AND RESTORATION OF CERTIFIED STAFF

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

If, during the term of this agreement, the Board of Education determines it is necessary to implement a reduction in force, reductions in force shall be implemented in accordance with Ohio Revised Code section 3319.17, and this Agreement. Seniority shall not be the basis of a reduction, except between teachers with comparable evaluations.

The position to be abolished will be applied to the comparability and seniority list, with those teachers on limited contracts being released before those on continuing contracts. The instructional staff members who hold those positions to be abolished are the teachers whose contracts are to be suspended, unless it is possible for the involved teachers to bump a teacher with less seniority in another area for which the teacher is properly certified/licensed.

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

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

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

A. A reasonable reduction of instructional staff members may be made by suspending teachers' contracts according to the following criteria:

   1. A decrease in pupil enrollment.

   2. Return to duty of regular teachers after leave of absence.

   3. Consolidation of buildings or restructuring of building level operations.

   4. Necessary changes in curriculum as mandated by the state legislature.

   5. Suspension of schools or territorial change affecting the District.

   6. Financial reasons in accordance with Ohio Revised Code section 3319.17.

   7. Any reason set forth in Ohio Revised Code section 3319.17.

B. The procedure to be applied for a Reduction in Force is as follows:

   1. Sixty calendar days preceding the date of RIF implementation, the President of the EEA shall be notified of the Board's intent to consider a RIF program.

   2. A seniority list shall be prepared by the Superintendent for all teachers according to continuous service in the District. The list shall be prepared according to certification area, as of April 1 of the RIF year, and updated on an annual basis. All approved leaves of absence will be applied toward continuous service for seniority purposes, with the number of years of service remaining constant over the leave period.

      The seniority lists shall include the following information: date of initial Board action to employ (continuous) and areas of certification/licensure.

   3. When a RIF decision has been reached, the Superintendent shall prepare a formalized list indicating the specific positions to be abolished. The EEA President shall receive a copy of said list.

C. If a reduction in force is to occur, the process for determining comparability and the order of reduction shall be as set forth in the following paragraph:

   Step One
   All persons licensed to teach in the position being reduced shall be placed on a list to determine comparability. All teachers with an evaluation rating of skilled or higher shall be deemed comparable, and teachers with a developing rating or lower shall be deemed comparable. The rating shall be a three-year average to the extent evaluation scores are

available. Any teacher or teachers with a developing rating or lower will first be considered for reduction.

Step Two
If, after determining comparability, two or more teachers are deemed comparable, limited contract teachers shall be reduced before continuing contract teachers.

Step Three
If there are two or more limited contract teachers who are comparable, seniority shall be the basis for the reduction. If there are no limited contract teachers, the least senior continuing contract teacher shall be reduced.

Step Four
If ties occur in seniority, regarding years of service, the teacher with the earliest date of Board action to employ will be considered most senior. If ties still remain, the ties will be broken by a draw of numbers, with number one being most senior, number two second most senior, etc. The Superintendent, Association President and affected employees shall be present.

Once an individual's name is removed from the recall list, that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment following resignation, or other termination or employment, will be measured from the date of return.

D. Recall

1. A teacher whose contract is suspended as a result of a RIF program shall be given written notification, by certified mail prior to the RIF being implemented. Notification of recall will be by certified mail addressed to the employee at the last address of the Board's records.

2. Reemployment of teachers whose contracts were suspended by a RIF program shall be accomplished according to the following guidelines. Seniority shall not be the basis for recall except between teachers with comparable evaluations.

    a. A teacher whose contract has been suspended shall be placed on a recall list for 24 months stating years of continuous service to the District and areas of certification.
    b. A teacher on the recall list shall be offered a contract, if a vacancy occurs in a position for which he is certified, as set forth on the recall list. Notification will be by registered mail. It is the responsibility of the involved teacher to advise the Board of the address where they can be reached.
    c. If the teacher does not respond within seven (7) calendar days from the date the letter was received at the teacher's designated post office, the teacher will be removed from the recall list.
    d. No new certified staff members shall be hired until all suspended teachers have been offered an opportunity to return as long as they fall within certification areas required for the vacancy which is to be filled.

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

ARTICLE XXXV. SEVERANCE PAY

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

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

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

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

ARTICLE XXXVI. STRS PICK-UP

A. STRS Pickup (True Pick-up)

In addition to the salary provided by this Article, the Board shall assume and pay (pick-up) one percent (1%) of an employee's mandatory contributions to the State Teachers Retirement System (STRS). The Board's assumption and payment (pick-up) of the employee's mandatory STRS contribution shall apply uniformly to all employees and no employee shall have the option to elect a salary increase or other benefit in lieu of this payment.

B. Salary Reduction Pick Up

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

ARTICLE XXXVII. RETIREMENT BONUS PROGRAM

A bargaining unit member is eligible for the retirement bonus program for each year of service to Evergreen, with a maximum of 30 years. This retirement bonus shall be in addition to severance. This bonus shall be paid to the retiree in two (2) equal installments. The first payment will be made within thirty (30) days of the retiree showing proof of receiving their first retirement payment. The second payment will be made on the anniversary of the first retirement payment under this provision. This retirement bonus is available for those who give notice by January 15th for retirement in subsequent school years. Health permitting, the employee must finish the contract year.

If STRS changes full retirement requirements after January 15th, teachers can still receive the full retirement bonus.

A. Members who retire in the first year they are eligible will receive $600 per year for each year of service to Evergreen. First year of retirement eligibility is defined as "the school year in which the employee is eligible for what STRS considers to be "full retirement benefits".

B. Members with 15 years of service at Evergreen as of August 31, 2025 who retire after they are first eligible for full retirement benefits will receive $300 per year of service to Evergreen. This benefit will no longer be available for members with less than 15 years of service to Evergreen as of August 31, 2025.

C. Members who retire with reduced benefits before they are eligible for full retirement benefits will receive $600 per year.

D. In order to receive payment, members will provide the Treasurer with a copy of their Benefit Calculation Report available to them on the STRS website, as verification of their total number of years of retirement service credit.

ARTICLE XXXVIII. SCREENING COMMITTEE FOR AN ADMINISTRATOR

Principal, assistant principal, and coordinators

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

Superintendent

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

ARTICLE XXXIX. TOBACCO/ELECTRONIC CIGARETTE USE

Tobacco free buildings and grounds. Members of the bargaining unit will refrain from using tobacco products, vaping devices, e-cigarettes or any similar device in the buildings, in school vehicles, and on the grounds of Evergreen Local School District and when representing Evergreen at away school events.

ARTICLE XL. CONCLUSIVENESS OF AGREEMENT

A. The parties acknowledge that during the negotiations, which resulted in this contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this contract. Therefore, for the life of this contract, the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this contract unless otherwise mutually agreed. However, the impact of any action taken by the Board upon wages, hours, terms and conditions of employment and/or upon the continuation, modification, or deletion of an existing provision of the agreement is subject to an obligation to bargain said impact with the Association upon request pursuant to provisions of ORC 4117.08(C).

B. This Agreement shall supersede, to the extent permitted by Ohio Revised Code Section 4117.10(a), all provisions of the Ohio Revised Code which are contrary to the express provisions of this Agreement. No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties hereto unless executed in writing by the parties.

C. Items negotiated and appearing in the written agreement between the Evergreen Board of Education and the Evergreen Education Association, shall be continued until such time as these items shall be revised and/or eliminated through negotiations, or the agreement expires.

D. During the duration of this Agreement, the Board of Education agrees to provide the President of the Evergreen Education Association, a copy of the Board agenda prior to each Board meeting, and will allow the Evergreen Education Association, or any individual teacher, an opportunity to review with the Board at any open meeting, any changes relating to working conditions, professional welfare, and remuneration, not specifically contained in the written agreement.

ARTICLE XLI. CONTRACTS

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

A. Limited Contracts

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

1. Initial contract - one (1) year
2. Second year - one (1) year
3. Third year - one (1) year
4. Fourth and subsequent years – one (1), two (2) or three (3) years

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

B. Continuing Contracts

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

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

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

of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

ARTICLE XLII. EDUCATIONAL SUPPORT SERVICES

A. If an employee is asked to administer medications or provide nursing services for a pupil or pupils and accepts that responsibility, the Board agrees to provide training to carry out that responsibility. Employee may opt out of administering medications and provide nursing services to pupil or pupils, other than bee sting injections (Epi-pen), administering medications while on field trips, or lifesaving medications or emergency procedures. The Board shall indemnify and hold harmless each and every Association member who demonstrates good-faith compliance in administering medication or emergency procedures in accordance with this article.

B. The parties recognize and agree that steps to provide a student with disabilities a free appropriate public education will be taken in accordance with the requirements of federal and state law.

ARTICLE XLIII. RESIDENT EDUCATOR PROGRAM

A. Mentor teachers will be given release time to attend 1 or 2-day State Instructional Mentoring trainings.

B. The Resident Teacher may apply for Professional Leave to observe other teachers.

C. The mentor/resident teacher relationship shall be confidential.

ARTICLE XLIV. MASTER TEACHER REVIEW COMMITTEE

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

ARTICLE XLV. HIRING RETIREES

Previously retired teachers, if hired, will receive a one-year limited contract that automatically expires at the end of the school year. Placement of retired teachers on the salary schedule is at the superintendent's discretion up to a maximum of ten years of experience, in the BA column. Retirees lose their seniority and will not have any seniority rights. Retirees are excluded from tuition reimbursement; severance pay or any type of long term leave.

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

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

ARTICLE XLVI. EFFECTIVE DATE

This Agreement shall become effective on August 1, 2025, unless otherwise stated on individual items, and shall remain in full force and effect to and including July 31, 2028, unless otherwise noted.

THIS AGREEMENT IS MADE and entered into as of the 24th day of March 2024 by and between the Evergreen Board of Education, Metamora, Ohio, and the Evergreen Education Association.

Evergreen Education Association

William Blanchong, Negotiations Chairperson

Mollie Youtzy, President

Evergreen Board of Education

Nora Kiefer, Board President

Eric Smola, Superintendent

Brian Carroll, Treasurer

APPENDIX A
GRIEVANCE REPORT FORM

Name of Grievant _____ Date filed _____

Building _____ Assignment _____

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

Statement of Grievance

_____

_____

Article and Section Violated

_____

Relief Sought

_____

_____

Signature _____ Date _____

Disposition

_____

_____

Signature _____ Date _____

Title _____

Receipt of above form should be recorded at each step

Delivered by _____ Date _____

Received by _____ Date _____

COPIES OF GRIEVANCE REPORT TO BE FILED

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

APPENDIX B
APPLICATION

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

_____Pay for Professional Growth College Credit _____CCP coursework

Reimbursement for Professional Growth College Credit will be made each October and June for those who have completed approved training. Reimbursement for CCP coursework will be paid as soon as all required forms and documentation have been submitted to the Treasurer.

Applicant _____ Date _____

University/College _____

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

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

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

_____

_____

_____

_____

Approved _____ Approved _____

Disapproved _____ Disapproved _____

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

_____ _____

Building Principal Superintendent

_____ _____

Date Date

APPENDIX C
REQUEST FOR REIMBURSEMENT

EVERGREEN LOCAL SCHOOLS
PAY FOR FURTHER TRAINING

Name _____ Date _____

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

Total Amount of Tuition Paid _____

The Evergreen Board of Education will pay $400.00 per quarter hour $650.00 per semester hour, or the cost of tuition, whichever is less to a maximum of $2,000.00 per school calendar year.

*Amount requested for reimbursement _____

Amount Approved _____ _____
Signature of Staff Member

Superintendent _____ Date _____

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

Reimbursement for courses taken in the summer shall be paid by October 31.
Reimbursement for courses taken during the school year shall be paid by June 30.
Reimbursement for CCP coursework will be reimbursed upon completion and submission of documentation.

APPENDIX D

Evergreen Local Schools
Undergraduate Application for Master's Level Equivalent

Name _____ Date _____

Course # _____ Course Title: _____

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

Dates of Course _____

Rationale for Undergraduate Hours:

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

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

_____ Other/Explanation of course and need:

_____

_____

Approved: _____ Approved: _____

Disapproved: _____ Disapproved: _____

_____ _____

Building Principal Signature Superintendent Signature

_____ _____

Date Date

Copies of Approval/Denial sent to:

_____Teacher

_____Teacher Permanent File

_____EEA President

APPENDIX E

EVERGREEN PROFESSIONAL MEETING REQUEST/REIMBURSEMENT FORM

(Complete this form ONLY if there will be any costs associated with this request. If no costs involved enter leave request in Red Rover)

STEP 1 – APPROVAL OF LEAVE REQUEST (BEFORE EVENT) A professional meeting is defined as one that offers opportunity for professional growth and is in the best interest of the school district, as determined by the Superintendent. Please submit this form to the Building Principal for approval at least 2 weeks prior to the meeting date. If approved, this form will be forwarded to the Superintendent for final approval/disapproval.

The approved original form will be returned to you – KEEP THIS FORM to complete Step 2 for reimbursement.

Location of Event: _____ Date of Event: ___/___/_____

Event Sponsor/Topic: _____

Substitute Required? ▫ Yes ▫ No

Estimated Costs:

Registration Fees: $_____ ▫ Mail registration and check OR ▫ Employee will use school's credit card

Lodging: $_____ (Cost of room and parking)

Mileage: $_____ (IRS rate x _____ potential miles)

Miscellaneous $_____ ($50 per day for meals if overnight stay and food not provided by event)

Total Estimated Costs: $_____

Please Note: For the District to pay registration fees prior to the event, the registration form must be completed and submitted with this request. You must make your own room reservations; arrangements may be held with a personal or school credit card. Approved lodging shall be paid for with a school credit card.

Employee Name: _____ Date of Request: ___/___/_____

Principal: _____ ▫ Approved ▫ Disapproved Date: ___/___/_____

Superintendent: _____ ▫ Approved ▫ Disapproved Date: ___/___/_____

Please Note: If approved, enter professional leave in Red Rover. The Treasurer's Office will prepare the requisition(s). If you will have out-of-pocket expenses, keep this form for reimbursement application. Sign out credit card in the Treasurer's Office before departure.

STEP 2 – APPROVAL OF REIMBURSABLE EXPENSES (AFTER EVENT)

If you have reimbursable expenses, attach receipts to this form and submit to the Superintendent for approval.

Registration Fees: $_____ (only if paid in person, not prepaid)

Mileage: $_____ (IRS rate x _____ actual miles)

Miscellaneous $_____ (Meals, tolls, etc.)

Total Reimbursement $_____

Signature of Employee: _____ Date of Request: ___/___/_____

Superintendent: _____ ▫ Approved ▫ Disapproved Date: ___/___/_____

CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Evergreen Local School District, Ohio, certified that the money required to meet the obligations of the Board during Fiscal Years 2026, 2027, and 2028 under the Negotiated Agreement with the Evergreen Education Association have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

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

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

Dated: 3/24/2025

Treasurer, Board of Education
Evergreen Local School District, Ohio

Superintendent of Schools
Evergreen Local School District, Ohio

President, Board of Education
Evergreen Local School District, Ohio