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STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

BETWEEN THE

**FAYETTE LOCAL
BOARD OF EDUCATION**

AND THE

**GORHAM FAYETTE TEACHERS
ASSOCIATION**

Effective June 30, 2011 through July 31, 2014

59

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	RECOGNITION	1-4
	A. Recognition	1
	B. Negotiations Procedure	1-4
II	MANAGEMENT RIGHTS	4
III	ASSOCIATION RIGHTS	4-5
	A. Property Use	4
	B. Other Rights	5
IV	ASSOCIATION DUES OR FEES DEDUCTIONS	5
V	COMPENSATION AND REIMBURSEMENTS	6-13
	A. Teacher Salary Schedule	6
	B. Salary Schedule Placement	6-7
	C. Pay Periods	7
	D. Mileage Reimbursement	7
	E. Tuition Reimbursement	7-8
	F. Payroll Deductions	8-9
	G. Severance Pay	9-10
	H. Retirement Incentive	10
	I. Tutoring	10
	J. Local Professional Development Committee	11
	K. Entry Year Program	12
	L. Hiring Retirees	12-13
VI	EVALUATION	13-15
	A. Evaluation	13-15
	B. Eligibility for Continuing Contract Status	15
	C. Limits of Evaluation	15
VII	FAIR SHARE	15-16
VIII	FAIR TREATMENT AND DISMISSAL	16-17
	A. Termination	16
	B. Non-Renewal	16
	C. Discipline, Suspension and Termination	17
IX	FINANCIAL DISCLOSURE	17

<u>Article</u>		<u>Page</u>
X	GRIEVANCE PROCEDURE.....	17-21
	A. Definitions	17
	B. Rights of the Grievant and the Association	18
	C. Time Limits	18-19
	D. Grievance Procedure	19-21
XI	INSURANCES	21-22
	A. Hospital/Surgical/Major Medical Insurance	21
	B. Dental Insurance	21-22
	C. Life Insurance	22
	D. Vision Insurance	22
	E. Section 125 Plan	22
XII	LEAVES OF ABSENCE.....	23-29
	A. Sick Leave	23-24
	B. Professional Leave	24
	C. Personal Leave	24-25
	D. Maternity/Paternity or Adoption Leave.....	25
	E. Medical Leave	25
	F. Sick Leave Bank	26-28
	G. Legal Obligations	28
	H. Educational Leave	28
	I. Assault Leave	28-29
	J. General Leave Provisions	29
XIII	LONGEVITY PAY	29
XIV	MISCELLANEOUS	30
	A. Non-Discrimination	30
	B. Inclusion.....	30
	C. Split Classes	30
XV	PERSONNEL FILES.....	30-31
XVI	REDUCTION IN FORCE	31-33
XVII	SAFETY AND HEALTH.....	33
XVIII.	STRS PICKUP.....	34
XIX	SUPPLEMENTAL CONTRACTS.....	34-35

<u>Article</u>	<u>Page</u>
XX	VACANCIES, TRANSFERS AND ASSIGNMENTS 35-36
	A. Posting of Vacancies 35-36
	B. Transfer Assignment 36
XXI	WORK YEAR, WORK DAY..... 36-37
XXII	SEPARABILITY 37
XXIII	TERRITORIAL TRANSFER PROVISIONS 38
XXIV	DRUG TESTING..... 38
XXV	DURATION OF AGREEMENT..... 39
 <u>Appendix</u>	
A	2011-2014 Teacher Salary Schedule 40
B	Supplemental Salary Index 41-42
C	Teacher Evaluation Form..... 43-46
D	Teacher Summative Evaluation Form 47-50
E	Teacher Grievance Form..... 51
F	Employee Application for Sick Leave Bank Withdrawal Form..... 52
G	Sick Leave Bank Participation Form 53

ARTICLE I. – RECOGNITION

A. Recognition

The Board of Education of the Gorham Fayette Local School district, hereinafter referred to as the “Board”, hereby recognizes the Gorham Fayette Teachers’ Association, an affiliate of the Ohio Education Association and of the National Education Association, hereinafter referred to as the “Association” as the sole and exclusive representative for the bargaining unit. The bargaining unit shall include all full-time and regular part-time certificated classroom teachers employed under a regular teaching contract. Excluded from the bargaining unit are the Superintendent, principals, assistant principals, substitutes, tutors, non-certified personnel and any other personnel hired to perform managerial or supervisory duties.

B. Negotiations Procedure

1. Scope of Negotiations - The Board shall enter into negotiations with the Association for the purpose of achieving a signed master contract covering all matters pertaining to wages, hours, and terms and conditions of employment and the continuation, modification or deletion of an existing provision of the Agreement.
2. Directing Requests - Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Association, and Association requests shall be directed to the Superintendent. A copy of Notice to Negotiate shall be filed with the State Employment Relations Board (SERB) by the initiating party.
3. Negotiating Teams - The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed three members each. Neither party shall have any control over the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties will mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and only in executive session.
4. Initial Bargaining Session
 - a. The first bargaining session shall be held for the Association and the Board to submit fully written proposals to be negotiated and shall establish dates for future bargaining sessions.
 - b. Once proposals are submitted by both parties, no new items shall be added during the bargaining period unless mutually agreed to by the Association and the Board bargaining teams.

5. While Negotiations are in Process

- a. Progress Reports - Periodic written progress reports may be issued to the public during negotiations provided that any such release shall have the proper approval of both parties.
- b. Good Faith Negotiations - "Good Faith" requires that the Association and the Board be willing to respond to each other's proposals. If a proposal is unacceptable to one of the parties that party is obligated to give its reasons. "Good Faith" means the obligations of the representatives of the Board and the Association to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional negotiations does not compel either party to agree on a proposal or to make a concession.
- c. Tape Recording - No tape recorders or mechanical recording devices shall be permitted in any negotiating session unless agreed to prior to the session by both parties.
- d. Information - The Board and the Association agree to supply available public information that is specifically requested and routinely prepared. All costs of reproduction shall be assumed by the requesting party when more than two copies of the same document are requested.
- e. Caucus - Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

6. Agreement

- a. All tentative agreements reached by the teams pertaining to articles, sections, sub-sections, clauses, phrases, language and/or figures shall be reduced to writing and initialed by representatives of both parties. Once a tentative agreement is reached, no further discussions shall take place by the teams on the issue unless by mutual agreement.
- b. When agreement is reached in all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Association for its consideration and to the Board for approval. Once notified of the ratification by the Association, the Board shall take action at the next regularly scheduled Board meeting or within twenty (20) days whichever occurs first. When approved, in accordance with the provisions of this section, this agreement shall be signed by both parties and shall become a part of the official minutes of the Board. This agreement shall be binding on both parties.

7. Impasse Procedures

a. Mediation

- 1) In the event agreement is not reached by the parties, after forty-five (45) 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.
- 2) In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the Association.
- 3) Except by mutual consent, the mediation process shall not extend for more than thirty (30) days or the date upon which the contract expires, whichever should occur first.
- 4) This impasse resolution procedure shall supersede the dispute settlement procedures set forth under ORC 4117.14. The Association may legally exercise its right to strike by serving a ten (10) day notice on the Board prior to the date of the strike provided the Association has presented the Board's last offer to its general membership.

8. Miscellaneous

- a. Upon final approval by both the Association and the Board, two (2) copies of the total agreement shall be signed by the President of the Board and the President of the Association. Both parties shall retain a signed copy of the final agreement.
- b. The Board shall be responsible for the typing of the final negotiated agreement. The Board shall be responsible for the duplication and distribution of the agreement to bargaining unit personnel as well as administrative personnel and Board members. The Association shall be provided twenty (20) additional copies of the agreement for its use.
- c. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

9. In Term Negotiations

In the event, either as a result of mutual agreement, or if required by law, negotiations take place during the term of this agreement to modify this agreement,

such negotiations will be conducted in accordance with the negotiation procedures of this agreement, and the impasse procedures of this agreement shall apply to such negotiations.

ARTICLE II. – MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities associated with the operations of the school district. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract.

ARTICLE III. – ASSOCIATION RIGHTS

A. Property Use

1. Upon request, the Association shall have the right to use school buildings without the cost for Association meetings provided no other school-related activities are scheduled for the area and time requested, and provided further that the building is used during the normal work hours of the custodial staff. If the use of the building is requested outside the normal work hours of the custodial staff, the Association shall reimburse the Board for expenses involved. Use of building forms will be used by the Association when building use is requested.
2. The Association shall have the right to use the school district's word processing, duplicating equipment, audio and video equipment and phone service, provided that the Association shall pay for all consumable materials and long distance phone calls. The Board shall in each building provide one bulletin board in the faculty workroom for exclusive use by the Association.
3. The president of the Association or his/her designee or designees and/or the UniServ personnel shall be allowed to visit school facilities for the purpose of meeting with employees covered by this agreement, provided that the principal's office is notified upon arrival and provided that such visits do not interfere with the normal work duties of the president, his/her designees or the staff member(s) involved.
4. Agendas for Board meetings shall be made available to the Association at the time it is prepared. Any news releases regarding a Board meeting shall be made available to the Association at the time it is provided to the news media.

B. Other Rights

A committee shall be formed which shall consist of the Superintendent and two representatives selected by the Association. Said committee shall be chaired by the Superintendent or his/her designee. The committee shall meet at least quarterly during the school year at a mutually convenient time to discuss matters of mutual concern.

ARTICLE IV. – ASSOCIATION DUES OR FEES DEDUCTIONS

- A. Membership dues of the Association shall be deducted in equal installments, and in the same number of installments, beginning with the second paycheck in October of each school year on the basis of deduction authorizations supplied by the Association to the Treasurer. Such deductions shall be based on the authorized dues for a single year.
- B. The enrollment period for such deduction shall be from September 1 to September 30 each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted. Authorizations may be withdrawn during a period of fifteen (15) days commencing September 1 and ending September 15, provided that notification of withdrawal is submitted to the Treasurer during such fifteen (15) day period, with a copy to the Association.
- C. Nothing in the foregoing will limit a new employee reporting to work after September 30 from the right to execute an authorization. In such cases payroll deductions shall begin within no more than three (3) weeks after the authorization is submitted, and continue through the remaining installments. It will be the Association's responsibility to collect any deductions missed due to these conditions only.
- D. The Board will make available to the Association, a single printout showing the members from whom dues or fair share fees were deducted. This itemized statement will be transmitted biweekly or as they are deducted to the Association Treasurer.
- E. The Association shall have exclusive payroll deduction rights for union dues or fees for members of the bargaining unit.
- F. If for any reason the Board fails to make deduction for any employee as provided above, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. No more than two deductions shall be withheld from a single paycheck.
- G. The Association agrees to indemnify and save the employer harmless against any and all claims that may arise out of or by reason of action taken by the employer in reliance upon any authorization cards submitted by the Association.

ARTICLE V. – COMPENSATION AND REIMBURSEMENTS

A. Teacher Salary Schedules

The BA-0 Base Salary will be Thirty Thousand Nine Hundred Fifty Dollars (\$30,950), a Zero percent (0%) increase for 2011-2012, 2012-2013, and 2013-2014 school years. See Appendix A for the salary schedule for the 2011-2012, 2012-2013, and 2013-2014 school years and Appendix B for the Supplemental Salary Schedule.

B. Salary Schedule Placement

1. Degree and Hours

- a. Bargaining unit members shall be placed on the salary schedule according to their training and experience.
- b. All credit for additional training must be presented to the Superintendent as soon as possible after it is attained. Credit for additional training will be granted at the beginning of each semester provided an official transcript verifying the additional hours is filed with the Treasurer by September 15 for the first semester and by January 30 for the second semester. Payment will be made within two (2) weeks of receipt of transcript.

2. Experience

Years of service, for salary schedule placement purposes, shall be credited according to the following:

- a. All years of teaching service in the Gorham Fayette Local School District, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;
- b. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code or in another public school, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;
- c. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code, regardless of training level, with each year consisting of at least one hundred twenty (120) days;

- d. All years of active military service in the armed forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.
- e. A teacher new to the Gorham Fayette School District may request to be placed on the salary schedule at fewer years of service than they might qualify under b., c., d. above.
- f. Placement on salary schedule for the 2011-2012 contractual year will remain at the same level as the 2010-2011 contractual year placement. Bargaining unit members will advance one level from their designated 2010-2011 level beginning with the 2012-2013 contractual year and continuing level advancement for the 2013-2014 contractual year. STRS credit for years of service will be given each year in accordance with STRS.

C. Pay Periods

Twenty-six (26) equal installments to be paid every other Friday commencing with the first scheduled pay period after the start of the school year. When twenty-seven (27) pays occur in a fiscal year, the gross yearly salary shall be divided by twenty-seven (27), with the first of the twenty-seven (27) pays to be paid one (1) week after the last pay of the previous fiscal year.

D. Mileage Reimbursement

Bargaining unit members required in the course of their work to drive personal automobiles shall receive reimbursement at the IRS rate. The same allowance shall be given for use of personal cars for field trips or other business of the district. With regard to automobile insurance coverage, the employee's personal automobile insurance is primary, and after that, the Board will indemnify the employee under the sovereign immunity statute.

E. Tuition Reimbursement

- 1. The Board of Education will reimburse each member of the bargaining unit up to a maximum of \$1,200.00 per year, to a maximum of \$17,500 per year, total district wide annually, for the full cost of tuition for LPDC and/or Superintendent approved graduate credit.
- 2. Superintendent's approval must be sought prior to enrollment in the course or contact hours to receive reimbursement. Such approval may only be granted after a written statement has been submitted explaining the relationship between the graduate courses or contact hours and the individual's proficiency as a teacher. In order to receive reimbursement a teacher must submit to the Superintendent proof of the satisfactory completion of graduate courses or contact hours along with

documentation of the actual tuition cost for said courses or contact hours. Teachers requesting reimbursement must agree to continue in the employ of the Board of Education for the full school year following the school year in which course or contact hours were taken. If the teacher does not fulfill this requirement, the teacher shall repay the amount reimbursed.

3. A staff member appointed by the Association and the Superintendent will develop the Reimbursement Form.

F. Payroll Deductions

1. Bargaining unit members are entitled to the use of payroll deduction for the following:
 - a. Membership dues in the United Education Profession
 - b. Credit Unions
 - c. Political Donations (as required by law)
 - d. Annuities
 - e. Insurance
2. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the district. Said form shall indicate the amount of each deduction and the number of deductions to be made. The deduction(s) shall commence with the first pay of the next month following the submission of the request. All deductions shall be itemized individually on the member's pay stub.
3. All employee paychecks shall be deposited into an account of their choice by electronic direct deposit of funds.
4. Tax-Sheltered Annuities
 - a. Payroll deductions for tax sheltered annuities and insurances shall be limited to deductions to those annuity and insurance plans for which deductions are currently being made. Additional companies may be added to the authorized list of those providing plans during an open enrollment period in January if three or more employees enroll with the company. For any employee newly hired into the district, their existing tax sheltered annuity company will be accepted without meeting the above criteria.
 - b. The employee agrees to indemnify and save the employer harmless against any and all claims that may arise out of or by reason of action taken by the employer in reliance upon any authorization forms submitted by the employee.

- c. Neither the Gorham Fayette Local School District nor its officers, administrators or employees assume any responsibility whatsoever for computing the exclusion allowance and determining that premiums or contributions are fully excludable from current taxable income, nor shall they offer or be responsible for legal or tax advice.

G. Severance Pay

Each retiring member of the bargaining unit shall, upon application, be entitled to receive payment for one-fourth (1/4) of his/her accrued but unused sick leave, provided that accrued and unused sick leave shall not exceed two hundred and forty (240) days for the purposes of this computation.

- 1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:
 - a. The employee must have had not less than five (5) years of service with this school district;
 - b. The employee actually terminates his/her employment with the District and retires;
 - c. The words "retires" or "retirement", as used herein, mean disability or service retirement under State Teachers Retirement System;
 - d. If the employee is otherwise eligible for retirement, except for the attainment of retirement age, he/she shall be entitled to severance pay under this article if he/she attains retirement age during the twelve (12) month period following the date on which he/she resigns his/her employment;
 - e. The employee must, at the time of receiving his/her payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof of documentation as may be reasonably required.
- 2. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto; and such payment shall be made within two (2) weeks after the employee provides proof that he/she has received his/her first retirement check from the retirement system.
- 3. The amount of benefit due the retiring employee shall be determined by:
 - a. Multiplying the employee's accrued but unused sick leave up to a maximum of two hundred and forty (240) days where appropriate by one-fourth (1/4);

- b. Dividing the annual salary of the employee by the number of required work days to obtain the per diem rate;
 - c. Multiplying the product of "a" above by the employee's per diem rate;
 - d. The amount of the payment calculated in Steps "a," "b," and "c" above shall not exceed the value of sixty (60) days of accrued but unused sick leave at the employee's per diem rate for members that retire at or before 30 years.
 - e. For members that retire after 30 years, the amount of the payment calculated in Steps "a," "b," and "c" above shall not exceed the value of 57 days of accrued but unused sick leave at the employee's per diem rate.
4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

H. Retirement Incentive

1. The Board shall pay Three Hundred Dollars (\$300.00) for each year served in the Gorham Fayette School District to bargaining unit members eligible to retire. In order to receive this payment, the individuals must notify the Board by April 1st of the year of their intention to retire in the first year of eligibility for retirement. The person must meet the member eligibility requirements for retirement as defined by STRS.
2. The Board shall pay Two Hundred Dollars (\$200.00) for each year served in the Gorham Fayette School District to bargaining unit members eligible to retire. In order to receive this payment, the individuals must notify the Board by April 1st of the year of their intention to retire in the second year of eligibility for retirement. The person must meet the member eligibility requirements for retirement as defined by STRS.
3. The Board shall pay One Hundred Dollars (\$100.00) for each year served in the Gorham Fayette School District to bargaining unit members eligible to retire. In order to receive this payment, the individuals must retire in the third year of eligibility for retirement. The person must notify the Board by April 1 of the year of their intention to meet the member eligibility requirements for retirement as defined by STRS.
4. This program would be combined with the lump sum severance payment.

I. Tutoring

Teachers involved with tutoring for District and State Wide Tests outside the regular school day shall be paid the tutor rate for each hour involved. The administration will determine the teachers involved in the District and State Wide Test Tutoring Program.

J. Local Professional Development Committee

1. The Gorham Fayette Local Professional Development Committee (LPDC) shall determine whether course work that a district teacher or a district administrator proposes to complete meet the requirements of the State Board of Education Rules found in section 3319-22, et seq. of the Ohio Administrative Code.
2. The Gorham Fayette LPDC policy, procedures, and governance shall not supersede this negotiated agreement. Proposals to the LPDC and approvals/denials by the LPDC shall not override the negotiated agreement and shall not be subject to the grievance procedure.
3. The LPDC shall be composed of at least five (5) members. Three (3) members shall be selected by the Gorham Fayette Teachers' Association. Two (2) members shall be selected by the Superintendent. When an administrator's license is being reviewed, one of the administrators on the committee can request to have an administrative majority on the committee. In this instance, two of the teacher members will become non-voting members of the LPDC. Members shall be selected for a three-year term with alternate selection.
4. The LPDC members shall elect its chairperson.
5. The LPDC members shall determine the meeting times, places, dates, and frequency of meetings to be held.
6. The LPDC shall determine its rules for voting, planning, or other organizational issues that are in compliance with the Negotiated Agreement and O.R.C.
7. LPDC meetings shall be held after the regular student school day.
8. The LPDC shall keep confidential all reviews, evaluations, and discussions of Individual Development Plans (IPDP's) and/or course/activity proposals. No documents submitted for consideration by the LPDC shall be used as examples without written permission of the party/parties involved. The LPDC shall designate a confidential secretary to keep and maintain the records of the LPDC in a secure place.
9. Appeals of decisions of the LPDC shall be directed to the LPDC Appeals Committee which is separate and apart from the LPDC. The LPDC shall determine the composition of the LPDC Appeals Committee. The decision of the LPDC Appeals Committee shall be final. Further appeal shall be to the State Board of Education.

K. Entry Year Program

1. The Entry Year Program Committee shall be composed of a majority of teachers who are approved by the Association.
2. The Entry Level program fees shall be paid by the Board. The District will utilize the County Mentor Program.
3. The mentor teacher shall receive release time, as approved by the Administration, in order to support his/her inductee and to meet with other mentors in the district. Any work completed as a mentor during unscheduled contractual hours shall be compensated at a rate to be determined during the next round of bargaining.
4. The inductee shall receive release time, as approved by the Administration, to meet with his/her mentor, praxis evaluator and to observe other teachers.
5. No adverse employment action shall occur as a result of the inductee failing to pass the entry year program. The Board shall pay for and/or provide training for mentors, inductees, and praxis evaluators. The Mentor/Inductee relationship shall be confidential.

L. Hiring Retirees

1. Definition of Retiree – A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio, and who retired from service. The reemployed teacher is a bargaining unit member.
2. A Retiree shall be paid in accordance with the negotiated salary schedule and shall be placed on the salary schedule at least at Step 5 at the appropriate column based upon the teacher's education level. Notwithstanding paragraph 3, a retiree will be advanced one (1) step on the salary schedule for each year of reemployment.
3. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of the Negotiated Agreement regarding limited contract teachers affecting evaluations and nonrenewals shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.
4. Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.

5. A Retiree shall accumulate and may use sick leave in accordance with the provisions of the Negotiated Agreement, but shall not be entitled to severance pay under the provisions of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
6. A Retiree shall not be entitled to participate in insurances provided to the bargaining unit members under the provisions of the Negotiated Agreement, but shall receive a monthly reimbursement up to the cost of a single plan for documented insurance costs.
7. A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to the provisions of the Negotiated Agreement.
8. A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes O.R.C. §3313.53.
9. A Retiree shall not be eligible for benefits regarding purchase of service credit or retirement incentives that may be provided in the Negotiated Agreement.
10. The Retiree has all other rights contained in the Negotiated Agreement not explicitly excluded herein.

ARTICLE VI. – EVALUATION

A. Evaluation

1. In the interest of improving the education offered at the Gorham Fayette Schools, the administration should attempt to improve the faculty. Teachers shall be observed in classroom situations. All such evaluations shall be carried out in a fair, reasonable, and objective manner. Failure on the part of the administration to make these observations and criticisms with a teacher before notifying said teacher of intent not to renew his/her contract is unethical and grounds for the implementation of the grievance procedure.
2. There shall be a systematic program to evaluate the performance of teachers for the purpose of improving instruction. The following provisions shall constitute the program for evaluations:
 - a. Each teacher new to the district and each teacher whose limited contract is due to expire shall be observed in classroom situations on at least three (3) occasions for not less than thirty (30) consecutive minutes on each occasion during the school year. (See Appendix C for Teacher Classroom Observation Form.) Observations will take place one (1) on or before

October 30; one (1) on or before January 10; one (1) on or before March 10. The Summative Evaluation will be received by the teacher on or before March 15. Teachers who are not up for contract renewal may be observed with a written observation form by the administration at any time during the year. All formal classroom observations shall be conducted openly and with a minimum of one work day notification to the teacher. After completion of all observations for the year, the evaluator shall complete the Summative Evaluation Form (See Appendix D for the Teacher Summative Evaluation Form) to document the total job performance of the teacher.

- b. All observations for evaluation purposes shall be made by the building principal or the superintendent (unless mutually agreed otherwise except in possible termination situations in which case the administration may appoint an outside evaluator). Observations can be made by county supervisors but will not be used for evaluation purposes.
 - c. Observations shall be followed by a conference, which must be mutually scheduled by the teacher and evaluator, within five (5) school days of the observation. A copy of the observation form will be given to the teacher during the conference.
 - d. The observation and evaluation forms (see Appendices C and D) shall call for the signatures of both the evaluator and the teacher. The teacher's signature indicates only that he/she has reviewed and received a copy of the observation and evaluation forms and does not necessarily indicate agreement with their content.
 - e. The administration shall provide written recommendation(s) to assist the teacher in correcting any noted deficiencies. Teachers shall be given the opportunity to correct alleged deficiencies noted in the evaluation. The administration shall provide assistance to teachers in planning efforts to correct noted deficiencies.
 - f. By October 20 of each school year, each traveling teacher will be notified by the Superintendent or his/her designee, of the administrator assigned to conduct his/her evaluation. If there is a change in the evaluator, the teacher shall be notified of the change and the reason(s) for the change.
3. Teachers shall be observed and evaluated using the attached forms following Section C of this article. A Committee composed of two (2) teachers appointed by the Association and two (2) administrators shall be established to review and/or revise the Observation and Evaluation Form on an annual basis. Committee members shall meet (using released time) prior to the close of school each year to review and/or revise the form. If the Committee does not reach consensus, the form does not change.

4. The evaluation provisions contained in this agreement supersede and control over Section 3319.111 of the Ohio Revised Code.

B. Eligibility for Continuing Contract Status

Teachers shall be eligible for continuing contract status in accordance with ORC 3319.11.

C. Limits of Evaluation

1. If the teacher deems the formal written observation and/or evaluation forms to be incomplete, inaccurate, or unjust, the employee may put objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.
2. A teacher shall be given the opportunity to respond to any complaint received regarding the teacher before any action is taken that affects the teacher's employment status. If the evaluator decides to recommend contract non-renewal, the employee shall be given the reasons in writing at least seven (7) days prior to any official employer action.
3. An employee who has questions or concerns about his/her observations and/or evaluation may request a conference with the evaluator at which the employee may have union representation to discuss the employee's evaluation.

ARTICLE VII. – FAIR SHARE

- A. All employees in the bargaining unit who sixty (60) days from date of hire, or from the effective date of this Agreement, whichever is later, are not members in good standing of the Association shall pay a fair share fee to the Association as a condition of employment. Those individuals in the bargaining unit prior to August 1, 1987, who were not members of the GFTA during the 1986-87 school year, may be excluded from this condition of employment. Such desire for exclusion from fair share should be presented to the Superintendent in writing prior to August 1, 1987. The fair share amount shall be certified to the Board by the Treasurer of the Association. The deduction of the fair share fee by the Board from the payroll check of the employee shall be automatic and does not require the written authorization of the employee. Implementation of this fair share fee provision shall begin with the first paycheck after January 15 of each year. Payment to the Association of the fair share fee shall be made in accordance with the regular dues deduction as provided herein.
- B. The fair share fee agreement between the Board and the Association does not require any employee to become a member of the Association, nor shall the fair share fee exceed dues paid by members of the Association who are in the same bargaining unit. An internal rebate procedure by the Association and payments by employees holding religious and conscientious objections shall be governed by ORC 4117.09(C).

- C. The amount of the fair share fee shall not be more than 100% of the unified dues of the Association. The Association Treasurer shall notify the Board Treasurer of the amount to be deducted by December 15. The fair share fees shall be deducted from the remaining number of payroll periods over which Association membership dues are deducted.
- D. The Association agrees to indemnify and save the employer harmless against any and all claims that may arise out of or by reason of action taken by the employer in accordance with the terms of this Article.

ARTICLE VIII. – FAIR TREATMENT AND DISMISSAL

A. Termination

- 1. The contract of a teacher may be terminated by the Board for gross inefficiency or immorality, for willful and persistent violation of regulations, or for any other good and just cause.
- 2. The procedures the Board must follow in terminating a contract of a teacher are outlined in the Ohio Revised Code, Section 3319.16.
- 3. Any member of the bargaining unit who has been notified of intent to dismiss must be informed of his/her right to counsel and Fayette Teachers' Association assistance, and representation. The Association has the right to be present at all dismissal proceedings. Any member who has been notified of intent to dismiss has the right to undertake with his/her representative a complete review of his/her own personal file.

B. Non-Renewal

- 1. Limited contract teachers employed by the Board after September 1, 2003, who have been employed for one (1) or fewer years, and who will not be rehired for the next school year, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring.
- 2. This nonrenewal procedure for teachers who have been employed for one (1) or fewer years and who were employed by the Board after September 1, 2003, supersedes all provisions of ORC §3319.11 and ORC §3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to ORC §3319.11 or ORC §3319.111, nor may they challenge the nonrenewal through the negotiated grievance procedure.
- 3. The nonrenewal procedure for all other limited contract teachers not addressed in paragraphs 1 and 2 above shall be in accordance with ORC §3319.11 or ORC §3319.111.

C. Discipline, Suspension and Termination

1. All disciplinary actions shall be in writing with reasons specifically stated. The Association President will be informed of any pending disciplinary action.
2. No bargaining unit member shall be terminated, officially reprimanded, disciplined, or suspended without due process and just cause. Any such action shall be subject to the grievance procedure set forth in the Agreement.
3. Prior to any formal action, the teacher shall be informed of his/her right to representation of his/her choice at the meeting in which the disciplinary action is to take place. The bargaining unit member has the right to attach a rebuttal to the reprimand.
4. Said teacher shall have the right to present evidence and/or witnesses and to otherwise respond to the allegation brought against him/her.
5. After twenty-four (24) months without further problems and/or adverse evaluations, all references to a particular disciplinary infraction shall be removed from the teacher's file.

ARTICLE IX. – FINANCIAL DISCLOSURE

The Board shall provide the Association through its President or his/her designee all financial documents which are public records at no cost to the Association. The Association President and Board Treasurer will mutually agree to a delivery method.

ARTICLE X. – GRIEVANCE PROCEDURE

A. Definitions

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of the policies or rules of the Board of Education, violation, misinterpretation or misapplication of a negotiated agreement, or a decision by a supervisory official involving the salaries, hours, employment conditions, and disciplinary action under such policies or rules may be perceived as a grievance as hereinafter provided.
2. The term "grievant" shall mean a teacher or group of teachers or the Association alleging some violation, misinterpretation, or misapplication of the Negotiated Agreement.
3. "Days" shall mean actual week days excluding Saturdays, Sundays, and holidays.

B. Rights of the Grievant and the Association

1. A grievant may appear on his/her own behalf and/or may be represented at any and all steps of the grievance procedure by the Association, except that he/she may not be represented by an officer or employee of any teacher's organization other than the recognized Association.
2. The Association shall receive a written notice of each meeting held to resolve the grievance and shall be given a written copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.
3. The fact that an employee files a grievance shall not be recorded in his/her personal 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 grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed the grievance procedure.
4. If a grievance appears to arise from the actions of an authority higher than the principal of a school and affects a group or class of teachers, or is concerned with a system wide policy, it may be submitted at Step II described below.
5. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances.
6. The Association when not acting as a member's representative shall be notified of all meetings regarding this procedure and a representative of the Association shall attend any and all such meetings including "executive sessions" of the Board to state the Association's position(s) regarding the issue at hand.

C. Time Limits

1. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If an employee does not file a grievance within twenty (20) days after he/she knew or reasonably should have known of the act or condition on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
5. All notices of hearings and dispositions of grievances shall be presented to the aggrieved and the Association and the date of receipt recorded thereon.
6. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
7. All other grievances submitted after May 15 of a school year shall be processed at anytime mutually agreeable to by the parties in interest but no later than the beginning of the next school term.

D. Grievance Procedure

1. Informal Procedures - If a teacher believes there is basis for a grievance, he/she may first discuss the matter with his/her principal in an effort to resolve the problem informally. The teacher may be accompanied and/or represented by the Gorham Fayette Teachers' Association.
2. Grievances may be adjusted informally provided the adjustment is not inconsistent with the policies and rules of the Board or the negotiated agreement.
3. Representation may include acting as a spokesman and/or as an advisor.
4. If the informal procedure does not resolve the grievance, then the formal steps should be followed starting with Step I.
5. Any and all hearings shall be held at a time and place mutually agreeable to all parties.
6. Step I must be initiated within the twenty (20) day time limit set forth in Section (C)(2) above, unless a written extension of timelines is agreed to by the parties.
7. STEP I

If the grievance is not resolved within five (5) days of such informal meeting, he/she may present his/her formal claim by submitting a completed Grievance Report Form (see Appendix E), Step I. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance shall be submitted by the teacher to the immediate supervisor. Within five (5) days of receipt of the Grievance Report Form, the principal shall meet with the teacher (and/or his/her Association's representative) in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning it to the

teacher. The Association and the Superintendent shall both be notified in writing as to such disposition of the grievance.

8. STEP II

- a. If the teacher is not satisfied with the disposition of the grievance in Step I, the grievant and/or the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) days of receipt, the Superintendent shall meet with the grievant (and/or his/her Association's representative). Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step II and forwarding it to the teacher. The Association and the principal shall be notified in writing of said disposition.
- b. If the Grievance Report Form is not forwarded by either the grievant or the Association to the Superintendent within five (5) days after the receipt of the disposition in Step I, the grievance shall be considered waived and further action barred.

9. STEP III

- a. If the grievant is not satisfied with the disposition made by the Superintendent, then the grievant and/or the Association shall complete Grievance Report Form, Step III, and within five (5) days submit the grievance to the Board of Education by filing a copy with the Treasurer of the Board.
- b. The Board, at its next regularly scheduled meeting or within two (2) weeks of the filing of the appeal, whichever shall occur later, shall meet with the aggrieved teacher and/or the Association representative and the Superintendent, to review such grievance in executive session. The disposition by the Board shall be made by completing the Grievance Report Form, Step III, within five (5) days of the meeting. A written notification of such disposition shall be furnished to the grievant, the Association, and the principal.
- c. If the grievant and/or the Association fail to forward the Grievance Report Form to the Board within five (5) days after receipt of the disposition from the Superintendent (Step II), then the grievance shall be considered waived.

10. STEP IV

If the grievant is not satisfied with the disposition of the Board, the grievant may within five (5) days of receipt of the Board Disposition, submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation

and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceeding. Selection shall be made by alternate strike and either party may request a second list of arbitrators. The arbitrator shall have no power to alter, add to, or subtract from this negotiated agreement, and his/her award shall be advisory upon the parties, Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be shared equally by the Board and the grievant.

ARTICLE XI. – INSURANCES

A. Hospital/Surgical/Major Medical Insurance

1. The Board shall purchase Access I medical insurance coverage, offered by and through the Northern Buckeye Education Council, for each bargaining unit employee and his/her family. The Board will pay ninety-five percent (95%) for the 2011-2012 contractual year, ninety percent (90%) for the 2012-2013 and 2013-2014 contractual years of single and family premium costs.
2. Part-time bargaining unit members shall be entitled to select the hospital/surgical/major medical insurance plan provided by the Board. The Board will pay the prorated portion of the Board's obligation for the plan. For example, if a bargaining unit member works half ($\frac{1}{2}$) time, then the Board would pay ($\frac{1}{2}$) of the Board's obligation, according to paragraph 1 above, of the premium and the employee would pay the remainder.
3. If the Insurance Consortium restricts part-time employee participation, the restriction would be recognized. For example, if the consortium requires participants in the hospital/surgical/major medical plan to work at least twenty (20) hours per week, then only part-timers working at least twenty hours could participate in the hospital/surgical/major medical plan.
4. Working Spouse Limitation: Working Spouse must enroll in their employer sponsored health care plan as primary coverage.

B. Dental Insurance

1. The Board shall purchase from a carrier licensed by the State of Ohio dental insurance coverage for each certificated employee and his/her family which meets or exceeds the specifications below. The Board will pay ninety percent (90%) for the 2011-2012, 2012-2013 and 2013-2014 contractual years of Dental Insurance premium.

a. Deductible

\$25 Single; \$50 Family (deductible not applicable on diagnostic and preventative services)

b. Co-Payment

1. 100% of usual, customary, and reasonable charges on all diagnostic and preventative services (Class I).
2. 80% of usual, customary, and reasonable charges on basic restorative, endodontic, and basic oral surgical services (Class II and III).
3. 60% up to \$1,000; lifetime maximum of \$1,000 per eligible dependent child and adult for usual, customary and reasonable orthodontic charges (Class IV).

c. Maximum benefits shall be \$1,000 per patient per calendar year.

C. Life Insurance

The Board will purchase Forty Thousand Dollars (\$40,000) term life insurance for each certificated employee. The full cost of such insurance and any increase thereof shall be paid by the Board. In addition, each eligible employee will be allowed to purchase additional term life insurance at the employee's cost from the insurance company selected by the Board pursuant to the rules and regulations of the carrier.

D. Vision Insurance

1. The Board shall provide vision insurance offered by and through the Northern Buckeye Education Council, for each bargaining unit member and his/her family. Each bargaining unit member shall have the option of a single or a family plan. The plan shall include the following: \$20 Total Co-payment; Exams every 12 months, Lenses every 12 months, and Frames every 24 months. The Board will pay ninety percent (90%) for the 2011-2012, 2012-2013 and 2013-2014 contractual years of the vision insurance premium costs. This plan requires participation by 100% of the bargaining unit members.

E. Section 125 Plan

The Board shall provide a Section 125 plan for all medical and child/elder care expenses in accordance with Federal law.

ARTICLE XII. – LEAVES OF ABSENCE

A. Sick Leave

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1-1/4) work days with pay for each completed month of service for a total of fifteen (15) days per year. Sick leave may accumulate to the maximum of two hundred forty (240) days.
2. Bargaining unit members without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. Those employees who remain employed by the Board will be allowed to restore advanced sick leave during subsequent years.
3. Bargaining unit members who are on paid sick leave are still in the service of the District, and accumulate sick leave credit. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:
 - a. Personal illness or any medical need;
 - b. Pregnancy;
 - c. Injury;
 - d. Exposure to contagious disease which could be communicated to others; or
 - e. Absence due to illness, injury or death in the employee's immediate family (ORC 3319.141).
 - f. Death of a member of the immediate family [not to exceed five (5) days per member].

The immediate family is defined as husband, wife, children, mother, father, sister, brother, grandparents, grandchildren, in-laws and step family members of the same title, or members of the same household.

4. One (1) day for the death or serious illness of a relative outside the immediate family as approved by the Superintendent. Leave request must be submitted to the Superintendent and acted upon prior to such leave. Use of sick leave for this purpose shall not exceed three (3) days per year without loss of pay.

5. For death of a close friend, one (1) day per year may be allowed by the Superintendent without loss of pay.
6. Any employee of the Board of Education who is absent more than five (5) consecutive days must present a doctor's statement to the Superintendent indicating that the absence was due to illness.

B. Professional Leave

1. Professional leave days at the discretion of the teacher and Superintendent may be used by certified teachers to attend professional meetings relating to their specific teaching area or to observe an outstanding classroom program. The Board's expenditure for all requested professional leave by all bargaining unit members shall not exceed Six Thousand Dollars (\$6,000) per school year from the general fund. This shall not include administration-initiated workshops or training. Registration fees, scheduled meals as offered on the program, and housing for the meeting and mileage will be paid by the Board of Education. A report of the meeting attended will be made to the staff, administration or the Board of Education if requested.
2.
 - a. All professional leave requests must be turned in two (2) weeks in advance.
 - b. The teacher shall suffer no loss of pay and/or benefits while on professional leave.
3. The Board delegates authority regarding Professional Leave decisions to the Superintendent.

C. Personal Leave

1. A teacher shall be entitled to three (3) unrestricted personal leave days per year, except as noted in paragraphs 2 and 3 below.
2. The use of personal leave days will not reduce the number of earned sick leave days already accumulated. The teacher will notify his/her building principal that a personal leave day is being taken at least five (5) days in advance except in case of emergency. Personal leaves will be granted on a first come basis with no more than ten percent (10%) of the staff being granted personal leave on any given day except that requests for emergency personal leave will be considered separately.
3. Personal leave applications for leave to be used in May must have prior approval of the Superintendent or designee, and such leave may not be used without such prior approval.

4. If personal leave days are not used, the bargaining unit member will be paid the following:

3 days unused - \$240.00 - \$80.00/day

2 days unused - \$100.00 - \$50.00/day

1 day unused - \$ 40.00 - \$40.00/day

This payment will be included in the second pay of June each year.

D. Maternity/Paternity or Adoption Leave

1. The Board shall grant a parental leave without pay for bargaining unit members requesting such leave. This leave shall include cases of adoption. The leave shall not be for longer than one school year. A bargaining unit member may use up to 30 consecutive work days of Sick Leave, from the birth of the baby, for the purpose of Maternity/Paternity Leave. If birth occurs during a break in the school year, days begin from the date of birth of the baby not the start or resumption of the school year. Additional days would necessitate certification by a physician. Staff on a year leave of absence would not qualify for sick leave usage.
2. The bargaining unit member shall submit a written request to the Superintendent, specifying the proposed dates the leave is to commence and terminate. The request shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin. This provision may be waived by the Superintendent.
3. The Board may require that the termination of such leave coincide with the end of a semester.
4. Upon return to service at the expiration of such leave the bargaining unit member shall resume the contract status which he/she held prior to such leave.
5. A teacher on parental leave shall be granted the option of continuing group insurance coverage. This coverage shall be at the teacher's expense. The teacher's right to such coverage shall be subject to approval of the insurance carrier.

E. Medical Leave

A leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof.

1. The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the teacher will be unable to return to work because of illness.
2. If a teacher has been granted a leave of absence without pay for less than two (2) years and requests an extension of that leave of absence, then the Board will grant the requests as long as the total time of the leave does not exceed two (2) years.

F. Sick Leave Bank

Only bargaining unit members who conform to the following criteria and voluntarily contribute to the sick leave bank shall be eligible to derive benefits from the sick leave bank.

1. Bargaining unit members desiring membership in the sick leave bank shall enroll within 15 working days of an open enrollment period, the first 15 days of the working year, each year (See Appendix G for Sick Leave Bank Participation Form.).
2. If the bargaining unit member drops from the sick leave bank during the open enrollment period, all sick leave donated by the individual shall remain in the bank.
3. The bargaining unit member must have one year of service in the Gorham Fayette District and have accumulated sick leave of 5 or more days to be eligible to use the sick leave bank.
4. Members of the bank shall contribute three (3) days to initially enroll. The bank will operate at a two to one ratio. For each two days donated to the bank by bargaining unit members, one day will be established in the bank. If the number of days in the sick leave bank totals 30 or fewer days, the committee, at its discretion, may establish other open enrollment periods during the school year. Members of the sick leave bank may donate up to an additional five (5) days during any such open enrollment period.
5. The Sick Leave Bank Committee shall transmit all information generated due to an open enrollment period to the Treasurer of the District within fifteen (15) working days of the close of the open enrollment period.

Administration of the Sick Leave Bank and Procedures

1. The sick leave bank is the sole and exclusive right of the Committee to administer.
2. Each building in the Gorham Fayette Local School District, Elementary and Jr./Sr. High School, shall have one member representative elected by the members of the Association. In addition, an officer of the Association shall serve as a representative. The Superintendent and Building Principal of the bargaining unit member applying for withdrawal from the bank shall represent the Board of Education. Each representative shall have an equal vote.
3. The Association Officer shall preside as the chairperson over the committee meetings and is responsible for calling meetings when necessary. The chairperson shall handle all communication to the Board's Treasurer in regard to sick leave day advancement to any applicant.

4. After the request and use of five days advanced sick leave, members may make application to the Sick Leave Bank Committee by completing the "Application for Sick Leave Withdraw" (See Appendix F for Employee Application for Sick Leave Withdraw Form.) and submitting the completed form to the chairperson with a signed doctor's statement if applicable. The request may be submitted by the bargaining unit member or by a person acting on behalf of the bargaining unit member in the event the member is unable to file the request.
5. The decision of the committee is final and binding on the applicant and thus is not subject to the grievance procedure.
6. The request for sick leave day(s) from the bank shall be considered for catastrophic reasons related to conditions due to the following:
 - a. Severe personal illness.
 - b. Attend to severe illness in the immediate family; spouse, child, mother, father, brother, sister, grandparent, aunt, uncle, respective in-laws, or any other person who assumes a similar relationship to the employee.
 - c. Death within the immediate family.
 - d. Persons in need of additional days due to the birth of a child or the adoption of a child and, due to compelling reasons, require additional time. Days may not be received from the Bank for absences due to child birth (natural or cesarean section). Utilization of the Sick Leave Bank for complications arising from pregnancy or child birth may be authorized by the Sick Leave Bank Committee.
7. Requests for day(s) from the sick leave bank can be made prior to the expiration of the bargaining unit member's accumulated sick leave days.
8. A member must make application for STRS disability during the first thirty (30) days of the sick leave bank. If an employee fails or refuses to make application for STRS disability within thirty (30) days from the date of first draw, they will lose the privilege of using the sick leave bank beyond the initial thirty (30) days. The employee may continue to use the sick leave bank until the STRS disability decision is rendered. If application for STRS disability is denied, the employee may apply for continued withdraws from the sick leave bank. This restriction may be waived by the Sick Leave Bank Committee.
9. Contributions to the Sick Leave Bank shall not count against a member's severance calculations.
10. At the end of each year, the chairperson of the Sick Leave Bank Committee and the Treasurer shall reconcile the balance of the days in the sick leave bank and the roster of members participating in the bank. Also at the end of the year, the sick leave bank committee shall review the guidelines of the sick leave bank and its use. If the

committee deems changes need to be made, the chairperson will present these concerns to the Associations Executive Committee. The Executive Committee will then discuss and vote on the proposals. Any changes will then be put into a Memorandum of Understanding and bargaining unit members will be notified of any changes. The Sick Leave Bank Committee for purposes of this paragraph shall include the District Treasurer and the Superintendent's designee in place of the building principal listed in paragraph #2 above.

11. All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

G. Legal Obligations

In the case of jury duty, or when subpoenaed by the court, the Board will grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between such employee's regular compensation and the remuneration received for serving as a juror.

H. Educational Leave

1. A leave with pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the teacher's assignment. The pay for this leave shall be equal to the difference between the regular salary of the teacher taking the leave and the amount paid to the substitute.
2. In order to apply for this leave, the teacher must have completed five (5) years of employment in the school district.
3. In the event the employee who is granted educational leave under the provisions of this article fails to return to the school district (except in the case of death or disability as recognized by STRS) and teach for two full school years, after the expiration of the leave, shall be required to pay back to the Board of Education the full cost of salary and benefits paid and provided to the employee while on educational leave. If the individual returned for one full year immediately after the educational leave, they would only pay back half the cost of salary and benefits paid and provided to them while on educational leave. Payment to the Board would be made by the effective date of the resignation.

I. Assault Leave

1. Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code the employer will grant assault leave not to exceed ten (10) days to members of the bargaining unit absent due to injury resulting from physical assault under the following conditions:

- a. Any bargaining unit member who is absent from his/her duties due to injury resulting from an assault which occurs in the course of the employee's Board employment, on or off school premises before, during, or after school hours in a school related Board approved function or activity will be paid his/her compensation until said employee is able to return to duty. This period of absence as defined in this provision shall be termed "assault leave".
2. Before assault leave can be approved, the bargaining unit member shall meet the following conditions:
 - a. Furnish the Superintendent a written, signed statement (unless physically impossible to do so) describing the circumstances and events surrounding the physical assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and the description of injuries sustained by each victim of the assault.
 - b. A written medical report shall be filed by a licensed physician stating the nature of the injury and its duration with the Superintendent.

J. General Leave Provisions

1. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they reimburse the Board for premium costs and any other related costs as authorized by COBRA. Those individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the Contract.
2. Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent who will in turn forward it to the Board for action.
3. The Board of Education shall comply with the requirements of the Family Medical Leave Act. The FMLA year shall be August 1 - July 31.

ARTICLE XIII. – LONGEVITY PAY

Bargaining unit members with twenty (20) or more years of experience will receive longevity pay of \$1,000.00 in addition to their salary.

ARTICLE XIV. – MISCELLANEOUS

A. Non-Discrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or position within the bargaining unit.

B. Inclusion

Classroom teachers who have assigned to their class a student who has been identified as handicapped under the Individuals with Disabilities Act (IDEA), other than specific learning disability, shall be part of the student's team which develops the student's Individualized Education Plan (IEP) and have direct input into the student's IEP. Additionally, such teachers shall be provided training, in-service programs and professional assistance to enable the teacher to implement the student's IEP. Such training, in-service programs, and/or professional assistance shall be provided on release time or the teacher shall be paid his/her hourly rate for the time involved. Teachers shall not be required to render any non-emergency services to a student or perform custodial care.

C. Split Classes

1. When there is the necessity to have split classes, the situation will be discussed with the teacher(s) involved before the final scheduling assignment.
2. There shall be a maximum of fifteen (15) students in a split class.
3. The courses included in a split class shall be related.
4. The Administration will work with the teacher(s) to secure volunteers to assist in the class if the teacher desires to have volunteer(s).
5. No new student that was not already in the particular class at his/her former school shall be placed in a split class after the fourth (4th) week of the semester without teacher approval.

ARTICLE XV. – PERSONNEL FILES

- A. The Board shall provide for the maintenance of an employment record of each bargaining unit member of the Gorham Fayette Local Schools.

B. It is mandatory that items one through six be deposited in each employee's file:

1. The original copy of all evaluations and any response.
2. Copies of all certificates.
3. Official transcripts of undergraduate and graduate work completed.
4. Copies of requests for transfer, leaves, and replies to such from the Administration.
5. Copies of all contracts, current and past.
6. Application for employment.

C. General

1. Any post employment materials in a teacher's personnel file may be reviewed by the teacher at a mutually agreed upon time.
2. The teacher shall receive upon request copies of any material in the file.
3. Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file.
4. Letters received from parents and others regarding a teacher shall be reviewed by the principal and the bargaining unit member involved.
5. A teacher may send a reply regarding any written evaluation to the appropriate administrator. Such reply will be attached to the original evaluation.
6. Prior to the placement in his or her personnel file, a teacher shall be entitled to review all information related to the teacher's performance, and to have present at such review a representative of the teacher's choice. The teacher may respond in writing to such information and may have the response affixed to the information. The teacher shall initial and date such information prior to such information being placed in the file. Should a teacher refuse to initial any information the refusal shall be witnessed by signature and the material then placed in the file.

ARTICLE XVI. – REDUCTION IN FORCE

A. If the Board determines it necessary to reduce the number of bargaining unit positions for any of the reasons provided for in Section 3319.17 of the Ohio Revised Code, or because of shortage of funds, the Board of Education shall proceed with such reduction in the following manner:

- B. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be as follows:
1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
 2. Seniority will be defined as the total years continuously employed in the Gorham Fayette Local School District.
 - a. Board-approved leaves of absences will not interrupt seniority. Time spent on such leave shall count towards seniority.
 - b. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - 1) the date of the Board meeting at which the teacher was hired; and then by
 - 2) the date the teacher signed his/her initial employment contract in the district; and then by
 - 3) any remaining ties will be broken by lot.
 3. Recommendations for reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace the teacher who holds a lower position on a seniority list for another area of certification. Any such election must be made at the time the teacher is notified he/she will be affected.
 4. Factors other than seniority and contract status may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve an educational goal that could not be met by strict adherence to seniority and contract status.
- C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 36 months from the date of the reduction. Teachers on the recall list will have the following rights:
1. No new teacher will be employed by the Board while there are teachers on the recall list who are certified for the vacancies.
 2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.

3. If a vacancy occurs, the Board will send a certified announcement to the last-known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within fourteen (14) calendar days of the postmark. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within fourteen (14) calendar days, or who declines to accept the position, will forfeit all recall rights.
 4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of the layoff.
- D. The parties agree that these procedures apply only to the suspension of contracts under Section 3319.17 or because of shortage of funds. This article shall not require the Board of Education to fill any vacancies nor shall it interfere with any other lawful professional procedures in the district.
 - E. The Association shall be notified of reason(s) for RIF prior to implementation.
 - F. The Board shall provide the Association with a list of positions to be eliminated prior to the implementation of RIF.
 - G. The Board shall provide the Association with a list of employees to be affected by the RIF prior to implementation.
 - H. The Board shall notify the Association thirty (30) days in advance of the RIF implementation date concerning items a. through c. above.
 - I. The transfer, reassignment, or job reclassification prior to implementation of RIF that would cause a senior employee to be laid off before a junior employee is prohibited.
 - J. Acceptance or rejection of employment as a casual substitute shall not constitute the basis for an employer challenge to an employee's entitlement to unemployment compensation benefits.

ARTICLE XVII. – SAFETY AND HEALTH

It is recognized by both the Board and the Association that safety is a common concern and a common responsibility. The Board will continue to make reasonable efforts to provide safe and healthful working conditions. No employee shall be required to use any equipment which is in an unsafe condition.

ARTICLE XVIII. – STRS PICKUP

The Board of Education shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "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, and that the amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "picked-up", nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

ARTICLE XIX. – SUPPLEMENTAL CONTRACTS

- A. If the Board extends a contract to a member of the bargaining unit for a position listed on the following supplemental salary schedule, then said member shall be paid in accordance with the schedule.
- B. Percentage is computed on beginning B.S. column of current salary schedule.
- C. Pay would be made in four equal payments over the period of the supplemental contract provided the last payment is not made until the completion of all duties.
- D. District experience is computed in each position title. A higher level of coaching or advisor experience in the District shall count toward total experience for that sport or activity. Seventh (7th), eighth (8th), and ninth (9th) grade basketball coaching experience in the District shall be cumulative.
- E. No member of the bargaining unit shall receive less than the previous years compensation level if serving in the same supplemental contract capacity.
- F. When two (2) or more people share a position, payment for each shall be on a pro rata basis according to each individual's experience.
- G. The Board may grant service credit to coaches and advisors who have gained experience at another District.
- H. Athletic Director
 - 1. The Board of Education shall be permitted to employ a non-certificated non-staff member as Athletic Director for the School District for the duration of the current negotiated agreement.
 - 2. Said rate of pay for this non-certified, non-staff member Athletic Director may be a rate of pay higher than that rate of pay currently provided for said position by

Article 19 of the negotiated agreement between the parties, but not to exceed the equivalent of the supplemental pay plus two free periods at the BA minimum.

3. In the event that the School district should decide to fill the Athletic Director position with a certified staff member, in addition to whatever rate of pay currently negotiated and in effect between the parties in accordance with Article 19 of the negotiated agreement, the Board of Education will also provide said bargaining unit member an additional two (2) free periods during the teacher's work day in order to perform Athletic Director duties.

ARTICLE XX. – VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Posting of Vacancies

1. A vacancy is an opening resulting from the resignation, retirement, termination or reassignment of a full-time employee which the Superintendent decides to fill, or resulting from the creation of a new position. Whether to fill a vacancy or replace an employee shall be at the sole discretion of the Board.
2. Vacancies shall be filled on the basis of the educational needs of the District and qualifications of applicants. The primary consideration shall be educational needs of the District. The qualifications of applicants which will be considered include, but are not necessarily limited to, certification, teaching experience in the area involved, evaluations, and seniority in the Gorham Fayette Local School District.
3. When the Superintendent determines that a vacancy exists in a teaching position, he/she shall cause a notice to be posted at each school and on the known professional staff member's bulletin board. The vacancy shall be posted for at least five (5) working days. A copy of posting shall be sent to the GFTA President or may be supplied to the entire membership via pay envelopes.
4. The posting shall include the following information:
 - a. Position available.
 - b. Requirements for job.
 - c. Deadline for application.
 - d. Effective starting date.
 - e. Any additional pertinent information.

5. A new application is necessary for each position posted. Current full-time employees shall be transferred voluntarily before an individual new to the system is employed. In the event two or more current employees apply for the same vacancy, the administration reserves the right to make the transfer.
6. Current part-time employees shall be given first consideration for a voluntary transfer before an individual new to the system is employed.
7. Teachers who wish to be advised of vacancies during the summer shall notify the Superintendent in May, supply his/her with a stamped self-addressed envelope, and indicate which types of vacancies they are interested in. Teachers who have supplied a stamped self-addressed envelope shall be notified of vacancies arising after May 30.
8. Vacancies in supplemental positions shall be posted and shall be offered to qualified bargaining unit members prior to outside posting. If no qualified bargaining unit member applies for the vacancy, the vacancy may be filled by a non-bargaining unit member.
9. Once a person has been awarded a supplemental position, the Board may continue to rehire that person at its discretion from year to year in the same or similar position and the provisions of O.R.C. §3313.53 shall be waived.

B. Transfer Assignment

1. A teacher being transferred shall have the right to a conference with the Superintendent or his designee. The conference shall be scheduled at a mutually agreeable time upon request by the teacher. Written reason(s) for the transfer shall be provided at the conference.
2. Teachers who have been transferred shall maintain the right to apply for any vacancy posted in the District.
3. The administration reserves the right to assign and transfer teachers, provided only that teachers shall not be transferred for disciplinary or punitive reasons.

ARTICLE XXI. – WORK YEAR, WORK DAY

- A. The work year for bargaining unit members shall not exceed one hundred eighty-five (185) days, which shall include:

178 days	-	Student Instruction
2 days	-	Parent-Teacher Conferences
3 days	-	Records/Work
2 days	-	Teacher Inservice

- B. Duties beyond the one hundred eighty-five (185) day limit shall be subject to “extended time” contracts and equal to or exceeding the one hundred and eighty-five (185) day per diem remuneration rate.
- C. The teacher work day shall be seven-and-one-quarter (7-1/4) hours and shall begin and end at times set by the Board and shall include a thirty (30) minute duty free lunch.
- D. Full-time teachers shall be provided planning time in accordance with state minimum standards.* In the event there is a change in the state minimum standards pertaining to planning time, the parties shall meet to negotiate the effect of the change on working conditions.
- E. Any teacher who does not get his/her scheduled planning time because a substitute was not available shall be compensated his/her prorated hourly rate for the preparation time missed.

*The schedule for each full-time equivalent classroom teacher, who is assigned to a school with a teacher day of six hours or longer exclusive of the lunch period, shall include at least two hundred minutes per week of instructional planning and evaluation and conferences.

(Source: ODE - Elementary and Secondary Schools MINIMUM STANDARDS)

ARTICLE XXII. – SEPARABILITY

- A. If any provision of this agreement or any application of this agreement to any bargaining unit member or employee, or group of bargaining unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- B. It is further agreed that within ten (10) days of receipt of notification of the court’s actions, negotiations shall commence on such matters.
- C. In the event agreement is not reached within twenty (20) days after negotiations have begun, the impasse procedure of this Agreement shall apply.
- D. All understandings and/or agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of this collective bargaining Agreement.

ARTICLE XXIII. – TERRITORIAL TRANSFER PROVISIONS

In the event the possible transfer of all or more than ten percent (10%) of the school district's territory is initiated by any statutory, administrative or other means, or by the Board of Education, the Board of Education will notify the Association within five (5) days of the date on which the Board of Education receives notice of such initiation of transfer proceedings. When requested after receiving such notice, the Board shall meet with the Association and discuss the effects of the transfer.

ARTICLE XXIV. – DRUG TESTING

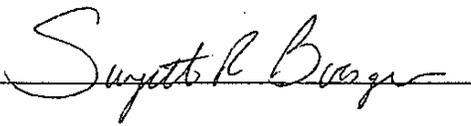
- A. All teachers shall be subject to a drug or alcohol test if reasonable suspicion exists.
- B. All costs for such drug or alcohol testing shall be borne by the Board.
- C. The second copy of drug test results shall be mailed directly to the staff member.
- D. If a teacher tests positive, he/she shall be notified that he/she may take a second test from a different lab at the Board's expense.
- E. Any testing shall be done at the testing lab or at a school site.
- F. Any teacher testing positive will be subject to disciplinary action up to and including termination. Any teacher refusing to submit to a test shall be deemed insubordinate and subject to discipline up to and including termination.
- G. Any teacher who voluntarily requests drug and/or alcohol rehabilitation prior to a request for testing pursuant to paragraph A above shall be provided with a Board-selected and Board-approved employee assistance program at Board expense. Such teachers shall be eligible for leaves of absence where appropriate and necessary.

ARTICLE XXV. – DURATION OF AGREEMENT

- A. This Agreement shall be effective as of June 30, 2011, and shall continue in effect until July 31, 2014. This agreement shall not be extended orally, and it is expressly understood that it shall expire in the date indicated, unless it is extended in writing.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries.

Gorham Fayette Teachers' Association

Fayette Board of Education

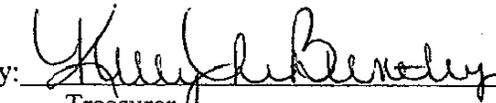
By: 

By: 

Date: 6-13-2011

Date: 6-13-2011

By: 
Secretary

By: 
Treasurer

**GORHAM FAYETTE LOCAL SCHOOL DISTRICT
2011-2014 TEACHER SALARY SCHEDULE**

Base =		0.0% 11-12 30,950	0.0% 12-13 30,950	0.0% 13-14 30,950
Step	Bachelors	140 Sem. Hrs.	150 Sem. Hrs.	Masters
Index	0.0443	0.0459	0.0474	0.0528
0	30,950	31,879	32,807	34,788
	1.0000	1.0300	1.0600	1.1240
1	32,321	33,299	34,274	36,422
	1.0443	1.0759	1.1074	1.1768
2	33,693	34,720	35,741	38,057
	1.0886	1.1218	1.1548	1.2296
3	35,064	36,141	37,209	39,691
	1.1329	1.1677	1.2022	1.2824
4	36,435	37,561	38,676	41,325
	1.1772	1.2136	1.2496	1.3352
5	37,806	38,982	40,143	42,959
	1.2215	1.2595	1.2970	1.3880
6	39,177	40,403	41,610	44,593
	1.2658	1.3054	1.3444	1.4408
7	40,548	41,823	43,077	46,227
	1.3101	1.3513	1.3918	1.4936
8	41,919	43,244	44,544	47,862
	1.3544	1.3972	1.4392	1.5464
9	43,290	44,664	46,011	49,496
	1.3987	1.4431	1.4866	1.5992
10	44,661	46,085	47,478	51,130
	1.4430	1.4890	1.5340	1.6520
11	46,032	47,506	48,945	52,764
	1.4873	1.5349	1.5814	1.7048
12	47,404	48,926	50,412	54,398
	1.5316	1.5808	1.6288	1.7576
13	48,775	50,347	51,879	56,033
	1.5759	1.6267	1.6762	1.8104
14	50,146	51,768	53,346	57,667
	1.6202	1.6726	1.7236	1.8632
15	51,517	53,188	54,813	59,301
	1.6645	1.7185	1.7710	1.9160
16	51,517	53,188	56,280	60,935
	1.6645	1.7185	1.8184	1.9688
18				61,863
				1.9988
20	52,888	54,609	57,747	62,569
	1.7088	1.7644	1.8658	2.0216
22				63,497
				2.0516
23	54,259	56,002	59,214	64,203
	1.7531	1.8094	1.9132	2.0744

**GORHAM FAYETTE LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY INDEX**

Position	Percentage			
	0-2 Years Experience	3-5 Years Experience	6-8 Years Experience	9+ Years Experience
Athletic Director	18	19	20	21
Boys Varsity Basketball	17	18	19	20
Girls Varsity Basketball	17	18	19	20
Varsity Volleyball	12	13	14	15
Varsity Baseball	8.25	8.75	9.25	9.75
Instrumental Music	8.25	8.75	9.25	9.75
Girls JV Basketball	12	13	14	15
Boys JV Basketball	12	13	14	15
Varsity Track (2)	8.25	8.75	9.25	9.75
Varsity Golf	8.25	8.75	9.25	9.75
Softball	8.25	8.75	9.25	9.75
Varsity Cross Country	8.25	8.75	9.25	9.75
9th Basketball	6.25	6.75	7.25	7.75
9th Basketball/Varsity Assistant	8.25	8.75	9.25	9.75
Girls 8th Basketball	6.25	6.75	7.25	7.75
Boys 8th Basketball	6.25	6.75	7.25	7.75
Boys 7th Basketball	6.25	6.75	7.25	7.75
Girls 7th Basketball	6.25	6.75	7.25	7.75
Junior High Basketball – 1 person coaching both Girls teams	7.5	8	8.5	9
Junior High Basketball – 1 person coaching both Boys teams	7.5	8	8.5	9
Varsity and JV Cheerleaders	6.25	6.75	7.25	7.75
Assistant Track(s)/Junior High Track	6.25	6.75	7.25	7.75
Assistant Cross Country/Junior High CC	6.25	6.75	7.25	7.75
Assistant Golf/Junior High Golf	5.00	5.50	6.00	6.50
Assistant Volleyball	8.25	8.75	9.25	9.75
Junior High Volleyball – 1 person coaching both teams	6.25	6.75	7.25	7.75
Junior High Volleyball – 1 person coaching each team	5.00	5.50	6.00	6.50
Weight Room Advisor - Fall ¹	5.00	5.50	6.00	6.50

¹Weight Room Advisor for school sports teams only.

<u>Position</u>	<u>Percentage</u>			
	<u>0-2 Years Experience</u>	<u>3-5 Years Experience</u>	<u>6-8 Years Experience</u>	<u>9+ Years Experience</u>
Weight Room Advisor - Winter ¹	5.00	5.50	6.00	6.50
Weight Room Advisor - Spring ¹	5.00	5.50	6.00	6.50
Weight Room Advisor - Summer ¹	5.00	5.50	6.00	6.50
Yearbook - (each)	5.00	5.50	6.00	6.50
National Honor Society	5.00	5.50	6.00	6.50
Art Club	5.00	5.50	6.00	6.50
7, 8, & 9 Cheerleaders	4.00	4.50	5.00	5.50
7, 8, & 9 Cheerleaders/Varsity Assistant	5.00	5.50	6.00	6.50
Student Council (Junior High/High School)	4.00	4.50	5.00	5.50
Student Council (Elementary)	2.00	2.50	3.00	3.50
Prom Director	4.00	4.50	5.00	5.50
Vocal Music	4.00	4.50	5.00	5.50
Quiz Bowl Advisor(s) Total	4.00	4.50	5.00	5.50
Language Club	4.00	4.50	5.00	5.50
Play Director (per play)	4.00	4.50	5.00	5.50
11 & 12 Grade Advisor(s) – (each)	4.00	4.50	5.00	5.50
10th Grade Advisor - (each)	2.00	2.50	3.00	3.50
Science Club	4.00	4.50	5.00	5.50
LPDC (Chairperson Only)	4.00	4.50	5.00	5.50

District Mentor Coordinator \$1,000
Mentor \$500

Gorham Fayette Local School District
TEACHER EVALUATION PRE-OBSERVATION FORM

NAME _____ PERIOD _____ DATE _____

1. What have your students been studying in class during the past week and how is this related to your grade/subject course of study?

2. What content will you be going over in the class I'll be observing?

3. What materials will be used during the lesson?

4. What are the goals of the lesson and how are these goals reflected in the objectives of your course of study?

5. To what extent do you want students to participate in the lesson?

6. Do you expect all students to be able to handle the lesson? If not, how do you plan to alter or accommodate the lesson to certain students' needs?

7. How will you know whether or not students have achieved the goals of the lesson?

8. How is the content of this lesson related to past and/or future lessons?

9. While in class, I will be taking notes. Is there anything you specifically want me to concentrate on during the observation?

Employee Signature

Evaluator Signature

**GORHAM FAYETTE LOCAL SCHOOL DISTRICT
TEACHER CLASSROOM OBSERVATION FORM**

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:	E	=	Excellent
	G	=	Good
	S	=	Satisfactory
	NI	=	Needs Improvement
	U	=	Unsatisfactory
	NO	=	Not Observed

Starting Time _____

Ending Time _____

I.A. INSTRUCTIONAL PROCEDURES (Classroom Teachers Only)

- _____ Evidence of planning
- _____ Organization of instructional procedures
- _____ Provides for differences in capacities of pupils
- _____ Use of resourceful techniques
- _____ Use of appropriate procedures to evaluate student learning
- _____ Skill in presentation
- _____ Student participation
- _____ Knowledge of subject matter

I.B. PROFESSIONAL PROCEDURES (Non-Classroom Teachers Only)

- Evidence of planning/personal organization
- Organization of professional procedures
- Use of resourceful techniques
- Use of appropriate procedures to evaluate working relationships/student aides
- Skill in providing educational and professional services
- Knowledge of professional area
- Total school involvement

II. MANAGEMENT SKILLS

- Organization of materials and supplies
- Renders prompt and accurate reports
- Follows written Board and Administration policies, procedures and regulations
- Maintains student discipline
- Organization of classroom

III. PUPIL-TEACHER RELATIONSHIPS

- Helps child to develop and maintain good self-concept
- Establishes good rapport

Observer's Comments:

Teacher's Comments:

Observer's Signature

Teacher's Signature

Conference Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired for teacher and evaluator comments)

**GORHAM FAYETTE LOCAL SCHOOL DISTRICT
TEACHER SUMMATIVE EVALUATION FORM**

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:	E	=	Excellent
	G	=	Good
	S	=	Satisfactory
	NI	=	Needs Improvement
	U	=	Unsatisfactory
	NO	=	Not Observed

I.A. INSTRUCTIONAL PROCEDURES (Classroom Teachers Only)

- _____ Evidence of planning
- _____ Organization of instructional procedures
- _____ Provides for differences in capacities of pupils
- _____ Use of resourceful techniques
- _____ Use of appropriate procedures to evaluate student learning
- _____ Skill in presentation
- _____ Student participation
- _____ Knowledge of subject matter

I.B. PROFESSIONAL PROCEDURES (Non-Classroom Teachers Only)

- Evidence of planning/personal organization
- Organization of professional procedures
- Use of resourceful techniques
- Use of appropriate procedures to evaluate working relationships/student aides
- Skill in providing educational and professional services
- Knowledge of professional area
- Total school involvement

II. MANAGEMENT SKILLS

- Organization of materials and supplies
- Renders prompt and accurate reports
- Follows written Board and administration policies, procedures and regulations
- Maintains student discipline
- Organization of Classroom

III. PUPIL-TEACHER RELATIONSHIPS

- Helps child to develop and maintain good self-concept
- Establishes good rapport

IV. PARENT-TEACHER RELATIONSHIPS

- Encourages conferences with parents when appropriate
- Conducts conferences in a professional manner
- Communicates in a professional manner

V. STAFF-TEACHER RELATIONSHIPS

- Works in a positive manner with school personnel (human relations)
- Maintains communication

VI. PERSONAL CHARACTERISTICS

- Reliable
- Adaptable

VII. PROFESSIONAL IMPROVEMENT

- Makes reasonable effort to improve professional performance

Administrator's Comments:

Teacher's Comments:

APPENDIX D

This summative rating of the above-named teacher for this school year is (check one):

- Excellent
- Good
- Satisfactory
- Needs Improvement
- Unsatisfactory

Evaluator's Signature

Date

Teacher's Signature

Date

The signature of the teacher does not indicate agreement with the evaluation but rather that he/she has received a copy of the form.

(Additional pages may be used as desired for teacher and evaluator comments)

**GORHAM FAYETTE LOCAL SCHOOL DISTRICT
TEACHER GRIEVANCE FORM**

Date Filed _____ Date Received _____

Date of Grievance _____ Received by _____

Employee's Name _____

Supervisor's or Principal's Name _____

Article and Section of Contract Violated _____

Step I, II, III (Circle One)

Details of Complaint _____

Relief Sought _____

Complainant's Signature Date

Date Received by Supervisor

Disposition by Supervisor _____

Supervisor's Signature Date

Disposition: Accepted _____ Rejected _____

Reason for Rejection _____

EMPLOYEE APPLICATION FOR SICK LEAVE BANK WITHDRAWAL

Name _____

Current Sick Leave Balance _____ Sick Days Used this School Year _____

Sick Days used for Current Illness _____

Total Days Previously Withdrawn from SLB _____

Member's reason for request (be specific)

Estimate of additional days needed _____

Name of attending physician _____ Telephone _____

Address _____

I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions of the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Gorham Fayette Teachers Association and the Gorham Fayette Local Schools.

Signature of applicant _____ Date _____

Please submit request to Sick Leave Bank Committee Chairperson

Sick Leave Bank Committee Use

_____ Request approved for _____ days to be withdrawn from Sick Leave Bank.

_____ Balance of days owed to Sick Leave Bank

_____ Request denied

Signature of SLBC Chairman _____ Date _____

Treasurer's Office Use

Date days added to Sick Leave Balance _____ Initials _____

Sick Leave Bank Participation

Name _____

In order to participate in the Gorham Fayette Teacher's Sick Leave Bank (SLB), I understand that three (3) days of sick leave will be deducted from my accumulated sick leave balance and that I may be assessed at a later date for additional days. I understand that I am eligible to benefit from the SLB if and when there is a need. If days are withdrawn from the sick leave bank and unused I will return the unused borrowed days to the bank.

Each member applying for benefits from the SLB shall agree in writing as follows:

"I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions to the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Gorham Fayette Teacher's Association and the Gorham Fayette Local Schools."

When an employee donates days to the SLB, he/she agrees to the rules for administration of the SLB.

This form must be returned to the Committee Chairperson by the conclusion of the open enrollment period.

Signature _____
Date

I do not wish to participate in the Sick Leave Bank and fully understand that I will not be eligible for any benefits derived from this bank.

Signature _____
Date

Office Use

_____ Three (3) sick days deducted from balance. _____
Initials Date





Fayette Local School District

400 E. Gamble St. Fayette, OH 43521

PH: 419.237.2573 Fax: 419.237.3125 Website: <http://fayette.k12.oh.us>

August 25, 2011

State Employment Relations Board
65 East Street, Suite 1200
Columbus OH 43215-4213

Re: Certified teachers' contract

Enclosed is our certified teachers' contract signed and approved June 13, 2011. Please forward to the appropriate department.

If you need anything else, do not hesitate to contact me at 419-237-2573.

Sincerely,

Kelly L. Bentley
Treasurer/CFO

STATE EMPLOYMENT
RELATIONS BOARD
2011 AUG 29 P 3:28