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AGREEMENT

BETWEEN THE

Girard City Board of Education

AND

Girard Education Association

August 20, 2012 - August 24, 2015

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PREAMBLE

It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for representatives of the Girard Board of Education and representatives of the Girard Education Association to discuss subjects that are contained herein as negotiable areas and to reach satisfactory agreement on these matters. The best interest of public education in the Girard City Schools will be served by an Agreement setting forth all matters of mutual concern to both the Board and the GEA. The professional teaching personnel, administration, and the Board have the ultimate responsibility of providing the best possible education in the classroom.

ARTICLE I **RECOGNITION AND DEFINITIONS**

1.01 Recognition

It is recognized that teaching is a profession requiring the possession of specialized educational qualifications.

The Board hereby recognizes the Girard Education Association as the sole and exclusive bargaining agent of the following described unit, for the purposes of representation and collective bargaining on any and all matters related to wages, hours, terms and other conditions of employment. All certificated/licensed employees, but excluding: (1) all administrative personnel; (2) substitute personnel employed on a casual basis, (3) the type of temporary vacancy specified in the second paragraph of Section 8.03 of this Agreement: "A temporary vacancy that occurs twenty (20) working days or more after the beginning of the school year."

1.02 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

- A. Employee: Any employee in the bargaining unit defined in Section 1.01 of this Agreement.
- B. Day: A calendar day.
- C. Workday: A day on which an employee is scheduled to report for work. During a school recess, a day on which the central administration offices are open.

- D. GEA: The Girard Education Association.
- E. Board: The Board of Education of the Girard City School District.
- F. Superintendent: The Superintendent of the Girard City School District or his/her designated representative.
- G. Immediate Supervisor: The Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by GEA.

ARTICLE II
NEGOTIATING PROCESS

2.01 Negotiation Teams

Neither party shall have any control over the selection of the other's negotiation team, provided, however, that neither negotiating team shall contain more than eight (8) representatives at any one time.

2.02 Subjects of Negotiation

The subjects for negotiation shall be wages, hours, benefit provisions, and terms and conditions of employment. The parties shall exchange complete initial proposals at the first negotiation session. No additional proposals may be made after the second negotiation session without mutual consent.

2.03 Negotiation Notice and Schedule

A written request to open negotiations may be served by either party not more than 120 days, nor less than 90 days prior to the expiration date of the agreement. The parties shall then immediately establish a mutually agreeable site, date and time for the first negotiating session; such session shall not be later than 14 days after the service of the request, except by mutual agreement. By mutual consent, the first negotiation session may begin March 1st.

2.04 Meetings

Negotiation meetings shall be held in closed session at a mutually agreed upon location. The date, time and place of

the next meeting shall be established before the conclusion of each meeting. Meetings shall be scheduled to interfere least with school schedules. When it is mutually agreed that meetings take place during the work day, school employees of the GEA negotiating team shall be given released time without loss of pay.

2.05 Conferences

Either party may recess for a conference during the meeting.

2.06 Exchange of Information

2.061 The Board shall provide the GEA, upon reasonable request, all available and accurate information concerning the financial resources of the district and such other reports and information including, but not limited to, administrative and classified employee contracts and salary schedules. Information provided shall be accurate, up to date, and provided in a manner that will not mislead the GEA.

2.062 The GEA shall provide the Board, upon reasonable request, all non-privileged information pertinent to the issues under negotiation.

2.07 Reporting

The GEA and the Board retain the right to issue accurate general reports to their respective membership on the progress of negotiations.

2.08 Tentative Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed to mean that item or issue is tentatively agreed upon by both parties subject to agreement on all items and to finalization by ratification by the membership of the GEA and adoption by the Board.

2.09 Final Agreement; Ratification

When an agreement is reached through negotiation, the outcome shall be reduced to writing. Both parties shall review the agreement to determine the accuracy of the transcript. If the agreement is then in proper form, two original copies shall be submitted to the GEA and the Board for ratification within five (5) days of the date of agreement.

Upon ratification, each original shall be signed by the appropriate representatives of both parties.

2.10 Disagreement

2.101 Impasse

In the event an agreement is not reached by negotiation, either party shall have the option of declaring impasse.

2.102 Mediation

If impasse is declared by either party, it is with the understanding that impasse is declared on all issues where agreement has not been reached by both parties. In such case, the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

2.11 Employee Relations Meetings

2.111 District Level

Representatives of the Board and the GEA shall meet monthly at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve other problems that may arise. These meetings are not intended for the purpose of negotiation nor to bypass the grievance procedure. Each party shall submit to the other, one day prior to the meeting, an agenda of the matters it wishes to discuss. The meeting may be postponed or cancelled by mutual agreement.

2.112 School Level

The GEA Building Representatives in each school shall constitute a GEA Committee. Where there are not three (3) GEA Building Representatives in a school, the GEA members in that school shall select additional representatives to compose a Committee of not fewer than three (3) members. The Committee shall meet as needed, but not less frequently than monthly, with the principal for the purpose of reviewing the administration of this Agreement or other matters within that school. These meetings are not intended for the purpose of bypassing the grievance procedure. Such meetings

may be cancelled or postponed by mutual agreement.

ARTICLE III **GRIEVANCE PROCEDURE**

3.01 Definition of Terms

3.011 Grievance

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of this Agreement or any Board or administrative personnel policy or practice directly related thereto, setting forth the understanding of the parties upon these matters negotiated and agreed to.

3.012 Grievant

A grievant is the employee or employees making the complaint or the GEA. The grievance shall be signed by at least one grievant or a GEA representative.

3.02 Informal Procedure

An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly, with, or through a GEA representative, with the objective of resolving the matter informally. The employee or GEA representative must state to the immediate supervisor that this is the informal procedure.

3.03 Formal Procedure

3.031 Step One

If the informal procedure does not resolve the grievance to the satisfaction of the grievant(s), such grievant(s) shall have the right to lodge a written grievance with the grievant's(s) immediate supervisor. The written grievance shall be on a standard form found in Appendix A and shall contain a concise statement of the facts upon which the grievance is based and shall contain a reference to the section(s) of the Agreement or policy allegedly violated. The grievant(s) shall have the right to request a hearing before his/her immediate supervisor. Such hearing shall be conducted within

five (5) workdays after the receipt of such request. The grievant(s) and the GEA President shall receive written notification of the time, place, and date of such hearing by the immediate supervisor. Unless mutually agreed to, such hearing will take place not sooner than 24 hours after receipt of written notification.

The immediate supervisor shall take action on the written grievance within five (5) workdays after the receipt of said grievance, or, if a hearing is requested, within five (5) workdays after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant(s), the Superintendent, and the GEA President.

3.032 Step Two

If the action by the immediate supervisor does not resolve the grievance, the GEA may appeal in writing to the Superintendent. Failure to file such appeal within five (5) workdays from receipt of the written reply of the immediate supervisor shall be deemed a waiver of the right of appeal. Upon written request, a hearing shall be conducted by the Superintendent within five (5) workdays after receipt of the request. The GEA shall be advised in writing of the time, place, and date of such hearing by the Superintendent.

The Superintendent shall take action on the appeal of the grievance within five (5) workdays after receipt of the appeal or, if a hearing is requested, within five (5) workdays after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the GEA and the immediate supervisor.

3.033 Step Three

If the action by the Superintendent does not resolve the grievance, the GEA may, within five (5) workdays after the answer is given, refer the grievance in writing to the Board. At the next Board meeting, but within thirty (30) days after receipt of such referral, the Board shall meet with the GEA representative(s) and such others as deemed advisable for the purpose of resolving the grievance.

The Board shall give its answer to the grievance and shall transmit this answer in writing to the Superintendent and the GEA within five (5) workdays of the meeting on the grievance. At the option of GEA, this Step Three may be waived and the grievance may be submitted directly to arbitration at Step Four, unless the Board objects thereto before the end of the second workday following the Superintendent's receipt of the GEA notice of intent to submit the grievance to arbitration.

3.034 Step Four

3.0341 Notice of Intent to Arbitrate

If the GEA is not satisfied with the decision of the Board, within ten (10) workdays after receipt of the Board's decision (or the Superintendent's decision if GEA and the Board have waived Step Three), the GEA shall give written notice to the Superintendent and the Board of the GEA's intention to pursue the grievance into arbitration.

3.0342 Selection of Arbitrator; AAA Rules

The arbitrator shall be selected from a list of seven (7) names submitted by the American Arbitration Association. All other procedures shall be according to the rules and regulations of the American Arbitration Association.

3.0343 Hearing; Decision of Arbitrator

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision of the arbitrator shall be binding on both the Board and the GEA.

3.0344 Arbitrator's Authority

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is

proper with the limitation expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

3.0345 Costs

The costs for arbitration shall be shared equally by the Board and the GEA.

3.04 Scope of Application

This grievance procedure governs all employees. The lodging of any grievance shall be the right of an employee, a group of employees, or the GEA representing employees.

3.05 Grievance Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

3.06 General Provisions

3.061 Time Limits

A grievance shall be filed within twenty (20) workdays of the occurrence of the event giving rise to the grievance. The time limits specified at each level shall be considered as a maximum. Time limits may be extended by mutual agreement. Failure by the Board or its designees to meet the time limits set forth in this section shall result in the granting of the relief sought by the grievant provided, however, that in no event shall there be deemed a failure of the Board or its designees to meet the time limits set forth in any section so long as the action of the Board or its designees occurs within five (5) workdays from the date on which the GEA indicates to the Board or its designees it is unable to agree on an extension of time limits.

3.062 Grievances After May 15

In the event a grievance is filed or being processed on or after May 15, the time limits set forth herein shall be reduced or the grievance advanced through the steps, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

3.063 Expedition of Grievances

If, in the judgment of the GEA, a grievance affects a group or class of employees in more than one building, or if the response of the immediate supervisor in the informal procedure is that the relief sought is outside the scope of his/her authority, the GEA may submit such grievance in writing to the Superintendent directly and the processing of such grievance will commence at Step Two.

3.064 Exclusivity

The Board agrees that the GEA, in conjunction with the OEA and legal counsel, is the sole and exclusive representative of employees in grievance procedures.

3.065 No Interruption of Instruction nor Involvement of Students

There will be no interruption of classroom instruction or activities in connection with any grievance arising under this agreement except as mutually agreed and for arbitration hearings. There will be no involvement of students throughout any steps of the Grievance Procedure except as mutually agreed and at arbitration hearings.

3.066 Release Time for Hearings

Any grievant(s), witnesses, and a GEA designee shall be granted released time by the Board without any loss of wages or benefits for any arbitration hearing.

3.067 Representation

During any step of the formal procedure, either party shall be entitled to representation from legal counsel.

ARTICLE IV
PAYROLL PRACTICES

4.01 Pay Periods/Pay Days

There shall be twenty-four (24) pay periods during the course of the year.

Direct deposit of pay checks shall be on the 10th and 25th of each month. Pay stubs will be e-mailed to employees. The employee must designate the financial institution to which the funds are to be deposited.

Payroll checks shall be timely deposited so the employee has funds credited on the pay date. If pay day falls on a legal holiday or on a day when school is not in session, excluding summer recess, paychecks shall be distributed one day prior to the scheduled pay day.

4.02 Payroll Deduction for Political Contribution

Political contributions shall be deducted for all employees who so designate, in writing, to the Treasurer on a form provided. Said form shall have space to designate the political organization, political parties, and nonpartisan issues for which the deduction is to be made. It shall also have space to indicate the election for which the deduction is to be made and other information required by the Treasurer to make the deduction legal. Application for the deduction must occur no later than thirty (30) days before the election for which the deduction is to be made.

4.03 Payroll Deductions

Payroll deduction of annual dues, fair share fees, assessments and contributions as follows shall be provided to GEA by the Board without cost in accordance with the following procedure.

4.031 Payroll Deductions

1. Federal Income Tax
2. State Income Tax (Ohio and Pennsylvania)
3. Local Income Tax
4. State Teachers Retirement System, STRS (employee contribution)
5. Professional Dues or Service Fee

6. Credit Union
7. Tax-Sheltered Annuity (including 403(b) Special Pay Plans)
8. Savings Bonds
9. Insurances (other than Board paid)
10. United Way
11. FCPE Contributions
12. Section 125 Plans

Any changes in deductions for tax sheltered annuities shall be limited to two (2) times per school year, or once per calendar year, effective the first pay in October and May, provided that all necessary paperwork is submitted to the Treasurer's office no later than September 15, and April 15, of changes other than the tax forms and the Girard School Employees Credit Union deductions which can be changed once each month.

Tax Sheltered Annuity Payroll deduction for a new carrier shall require participation by no fewer than three (3) persons employed by the Board.

4.032 Dues Authorization/Deduction Schedule

Upon written authorization and notification from GEA, the Board shall make the authorized annual dues deduction in equal prorated amounts from each paycheck of the employee beginning with the second paycheck received after the start of each school year and continuing for the following sixteen (16) consecutive pays. Written notification of the annual dues amount to be deducted shall be received by the Treasurer's office no later than the Wednesday following the first pay date of the school year.

For employees who are not on dues deduction at the start of the school year, the dues deduction shall begin within two weeks of receipt in the Treasurer's office of the employee's written authorization and notification from GEA of the annual dues to be deducted and shall continue through the last paycheck received in May.

4.033 Continuing Dues Deduction

Such authorization shall continue in effect from year to year unless revoked by the employee by September 1. A copy of such revocation shall be provided simultaneously both to the Board and to GEA.

4.034 Balance Dues Deduction

The balance of the annual dues deduction shall be deducted from the final paycheck of an employee resigning from employment, receiving an unpaid leave of absence, or whose employment otherwise has been terminated after such deductions have begun.

4.035 Remittance of Deductions

The dues or fair share fee deductions shall be remitted to GEA on each pay date. The remittance, at GEA's option, may be made available for pickup at the Board office by designated GEA representatives or sent to GEA by U.S. mail.

4.036 Dues Remittance Report

The deduction remittance shall be accompanied by a report showing the employee's name, Social Security number, and amount of deduction.

4.037 Notice of Change in Amount

GEA shall give written notice to the Board Treasurer of any change in the amount of dues deduction at least twenty (20) days before such change is to be effective.

4.04 Paycheck Stub

The paycheck stub may change during the life of this Agreement due to changes in computer payroll programming. If and when a change is made, a copy of the new paycheck stub shall be available to the GEA. Any change in the paycheck stub will still accommodate the items listed above.

4.05 Withholding Paychecks

The Board shall not withhold the paycheck of an employee for any reason except when the employee does not submit

the required payroll documentation or proper certification/licensure.

ARTICLE V **COMPENSATION**

5.01 Basic Salary Schedule and Index

5.011 Effective August 20, 2012:

The salary schedule and index found at Appendix D-1 of this Agreement shall be effective August 20, 2012. (0.0% on base)

The Board shall compensate each bargaining unit member who was on staff during the 2011-12 school year a \$500 stipend to be paid on or about August 31, 2012.

5.012 Effective August 19, 2013:

The salary schedule and index found at Appendix D-2 of this Agreement shall be effective August 19, 2013. (1.5% on base)

5.013 Effective August 18, 2014:

The salary schedule and index found at Appendix D-3 of this Agreement shall be effective August 18, 2014. (1.5% on base)

5.02 Salary Schedule Placement

5.021 Adjustment to Higher Salary

All hours beyond the Master's Degree shall be at the graduate level. The following must be on file in the office of the Superintendent for an employee to receive the increased benefits due as a result of a change in status based on additional training:

Adjustments on the salary schedule shall be adjusted in accordance with the schedule below. Two (2) semester hours of credit are equal to three (3) quarter hours of credit for placement on the salary schedule.

1. All official transcripts.

2. A letter from the employee requesting an adjustment to a higher salary including a summary of the completed coursework.
3. Course Work transcripts will be required for submission to the Treasurer's office in the following sequence (*all coursework must be completed by the effective date):

<u>Transcripts</u>	<u>Pay Adjustment will</u>
<u>Due By:</u>	<u>be in effect as of (*):</u>
October 15	September 1
February 15	January 1
June 15	May 1

5.022 Experience Credit

Upon initial hiring, an employee with teaching experience who is hired by the Board shall be given full credit for his/her years of service upon receipt of proof of service, but not to exceed ten (10) years of service, and shall be placed on the appropriate step on the current adopted salary schedule of the Girard City Schools.

5.023 Computation of Experience Credit

Experience credit for part-time employees shall be determined by totaling the number of hours worked during the school year and each succeeding school year until the cumulative hours equal a minimum of 750 hours within a two year period. At least 750 hours of service will equal one step on the salary schedule. The calculation will be made once per year. Computations will be made prior to the distribution of annual salary notices.

All employees who are or were on half steps will remain on half steps until they reach the step 22 increment.

5.03 Supplemental Salaries

5.031 Supplemental Salary Schedule

The index salary schedule for supplemental pay positions found at Appendix E of this Agreement shall be calculated on the basic salary amount at Year 1 of the Bachelor's column of the salary

schedule in effect at the time the supplement is to be paid in Appendix D of this Agreement.

5.0311 Longevity

Experience credit shall begin to accrue with the 1998-99 school year. To encourage staff members to keep their supplemental contracts for more than four years, after four years of continuous service in the same supplemental contract(s) in the fifth and sixth years of continuous service in the same activity, the person on supplement will be paid at Bachelor's Step 3. For seven, eight or nine years of continuous service, the person on supplemental will be paid at Bachelor's Step 5. For ten or more years, the person on supplemental will be paid at Bachelor's Step 7. For purposes of longevity credit, girls and boys track or basketball will be inclusive of the same sport.

5.032 Pay Installments

All supplemental contracts for services performed throughout the school year will be paid in two (2) equal installments, one (1) at the first regularly scheduled pay in January and the second at the first regularly scheduled pay in June. At the option of the employee, such payment may be made in 24 bi-monthly installments. The employee shall inform the Treasurer in writing of his/her choice of payment at the time the service begins. Once the decision on the method of payment is made, it cannot be changed during the school year.

Any supplemental contract which encompasses work performed for less than the entire school year shall be paid either in one (1) lump sum at the end of the service or in two (2) installments with the first pay check to be paid upon completion of half the scheduled activities, and the final payment at the end of the service.

On completion of supplemental duties, the employee shall provide written notice to the immediate supervisor, who shall forward such notice to the treasurer for payment.

5.033 Title IX

Coaching salaries for girls' sports are to be commensurate with equal pay for equal work concept as outlined in Title IX Federal legislation.

5.034 Change in Salaries or Positions

The establishment of salaries or any additions or deletions relative to the positions associated with the supplemental contracts shall be accomplished by the mutual agreement of the parties.

5.04 Severance Pay

5.041 Method of Determining Amount

An employee with ten (10) or more years of service in the Girard City Schools who elects to retire from active service shall receive in one lump sum one-fourth (1/4) of the value of unused sick leave to a maximum of 53 days (i.e. 1/4 of maximum of 212 days). Severance shall be the multiplied per diem rate of the employee by one-fourth (1/4) of the number of accumulated days the staff member is eligible to receive at the time of retirement. For those employees with thirty (30) or more years of service, excluding ERI years, severance shall be calculated as above based upon two hundred sixty (260) days to a maximum of 65 days.

If the Board is notified of retirement in writing by March 1, the employee will be paid an additional five (5) days on per diem rate of compensation no later than June 30 of that year.

5.042 Time of Payment

With written evidence of approval of retirement from the State Teachers' Retirement System (STRS), the severance pay may be paid the first pay date of January following the calendar year of retirement or the first pay date in August provided evidence of approval of retirement is received at least one (1) week in advance. Notwithstanding the language in 4.031, a retiring employee may opt to deposit the severance payment to his/her existing tax-sheltered annuity, including a 403(b) Special Pay Plan, in accordance with procedures provided by law. It is the obligation of the retiree to provide the required

evidence of retirement. In case of death of an employee between retirement and the payment of the severance, the severance will be paid to the beneficiary named on the life insurance forms.

5.043 Eliminates Sick Leave

Full payment shall be considered to eliminate all sick leave credit. Such payment shall be made only once to any employee.

5.05 Home Instruction (Tutoring)

5.051 Pay Rate; Travel Expense

Employees for home instruction (tutoring) shall be compensated at:

- \$30.00 per hour – 2012-2013
- \$30.00 per hour – 2013-2014
- \$32.00 per hour – 2014-2015.

Travel expense shall be at the current IRS rate.

5.052 Pay Dates

Payment for home instruction (tutoring) shall be made at the time of regular paychecks and travel expenses shall be reimbursed at the end of each semester/trimester.

5.06 Faculty as Substitutes; Pay Rate and Pay Dates

An employee who is required to relinquish his/her planning time to substitute for another employee shall be paid:

- \$22.00 per period – 2012-2013
- \$23.00 per period – 2013-2014
- \$24.00 per period – 2014-2015. When an employee

is requested by the principal to assume the responsibilities of teaching another class, that employee shall be paid at the same rate.

When a regular classroom teacher is requested by the principal to accept students of another employee when a substitute employee is not obtained, (the limitation for each teacher will be five (5) students), each will receive:

- \$22.00 for a full day – 2012-2013
- \$23.00 for a full day – 2013-2014
- \$24.00 for a full day – 2014-2015
- and \$11.00 for a half day – 2012-2013
- \$11.50 for a half day – 2013-2014

\$12.00 for a half day – 2014-2015 as payment for such assignment.

Payment shall be made at the time of the regular paychecks.

5.07 Car Allowance

5.071 Required Travel Mileage Reimbursement

All employees who are assigned to more than one building within one work day or who are required to visit employers of students or students at places of employment will be paid mileage for all authorized travel. The rate shall be that which is equal to the per mile allowance standard being utilized by the Internal Revenue Service. When the Internal Revenue Service modifies the per-mile standard allowance in the middle of any month, the Board shall modify the mileage allowance effective the first day of the following month. Employees must submit a purchase order and mileage form monthly.

5.072 Other Professional Travel

Any GEA member who receives administrative approval from the Superintendent to attend professional educational workshops on improving instruction, or for visitation to other schools, exclusive of NEOEA, shall be reimbursed. All forms for reimbursement shall be provided by the Board.

5.08 Summer School Pay

Summer school employees shall be compensated:

\$22.00 per hour – 2012-2013

\$23.00 per hour – 2013-2014

\$24.00 per hour – 2014-2015.

Payment shall be made at the time of the regular paychecks.

5.09 Docking

The Board shall distribute the docking of salary of any employee equally over the remaining pay periods of the school year.

5.10 STRS PICKUP (Salary Reduction/Restatement)

In accordance with Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the GEA and the Board agree that the Board shall contribute to the State Teachers Retirement

System, in addition to the Board's required employer contribution, an amount equal to each employee's contribution to the State Teachers Retirement System in lieu of payment of said amount to each employee and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary or hourly rate otherwise payable to each employee.

1. The dollar amount to be "picked up" by the Board:
 - A. Shall be credited to the State Teachers Retirement System as employee contributions under authority of Ohio Attorney General Opinion 82-097;
 - B. Shall be included in computing an employee's final average salary for State Teachers Retirement System purposes and in reporting employee-authorized credit information to financial institutions;
 - C. Shall not be reported by the Board as subject to current federal and state income taxes;
 - D. Shall be reported by the Board as subject to city income taxes.
2. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.
3. For purposes of this Provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in Sections 5.01, 5.03, 5.05, 5.06, 5.08, and 5.11 of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two components: (1) deferred salary and (2) cash salary.

A. Deferred Salary

An employee's deferred salary shall be equal to that percentage of said employee's annual salary and/or salary per pay period which is required by the State Teachers Retirement System to be paid as an employee contribution by said employee.

B. Cash Salary

An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employees' salaries as specified in Sections 5.01, 5.03, 5.05, 5.06, 5.08, and 5.11 of this Agreement and its employer contributions to the State Teachers Retirement System shall not be greater than the amounts the Board would have paid had this provision not been in effect.

4. The Board shall remit its employer contributions to the State Teachers Retirement System based upon the employee's total annual salary and/or salary per pay period.
5. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared and distributed which states:
 - A. That the employee's contract salary or hourly rate is being restated as consisting of a cash salary and of a deferred salary which is equal to the amount of the employee contribution to the State Teachers Retirement System being "picked up" by the Board on behalf of the employee;
 - B. That the Board will contribute the amount picked up to the State Teachers Retirement System as the employee's required contribution to the State Teachers Retirement System for the account of each employee; and
 - C. That life insurance, sick leave pay, assault leave pay, severance pay, supplemental pay, extended service pay, worker's compensation benefits, unemployment compensation benefits, or any other compensation or benefit which is indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon the combined cash salary and the deferred salary of the employee.

6. All subsequent contracts and salary notices for employees shall comply with the provisions of this section.

5.11 Extended Time

5.111 Pay Rate

Additional instructional days worked beyond the school year shall be reimbursed at a minimum rate equivalent to the employee's per diem rate based upon the school year.

5.112 Extended Work Year

Employees assigned to the positions listed below shall be employed for a work year extended by the number of workdays shown:

- a. Librarians - one (1) workday;
- b. Jr. High & High School Guidance Counselors (2) - four (4) workdays at their per diem rate (current salary ÷ 182).

If requested by the building principal, counselors may voluntarily work up to six (6) additional days at \$80 per day. There shall be no reprisals against counselors who decline to work additional days.

5.12 Compensation for Workshops

As per Board Policy #7-290, staff will be reimbursed for attending district-sponsored workshops at a rate of forty dollars (\$40.00) per 2-hour session and one hundred dollars (\$100.00) for all day sessions for those who successfully complete the training program. The instructor's rate of pay is fifty dollars (\$50.00) per hour. In lieu of a stipend a teacher may earn continuing education units (five hours instruction equals one CEU) that may be exchanged for semester hour credits that would apply towards the masters plus salary schedule advancement. Such exchange rate will be based upon the State Department of Education's former rate of three (3) C.E.U.'s for one (1) semester hour of credit.

5.13 Girard Teacher Evaluation System Committee (GTESC)

A Girard Teacher Evaluation System Committee (GTESC) shall be established to develop, implement, oversee, and

review the Girard Teacher Evaluation System. The GTESC, through a collaborative effort from GEA and Board Committee members, shall make decisions regarding the best practices and procedures to utilize in the Girard Teacher Evaluation System, as well as the timeline for implementation. All decisions regarding the GTES are subject to ratification by the GEA and the Board of Education.

All GEA members/participants in GTESC functions shall be appointed by the GEA President. The GEA will strive to include employees on the GTESC that represent a cross section of grade levels and content areas. The number of regularly serving GEA members on the Committee shall not exceed three (3).

The Board and the GEA shall have an equal amount of representatives on the Committee. No Committee vote shall take place without full representation from the GEA and the Board. The parties may mutually agree to add additional members to the GTESC.

Employees who regularly serve on the GTESC shall be paid a stipend of \$750 in the second year of this Agreement. In years one and three, the core committee members shall be paid \$22.00 per hour – 2012-13 and \$24.00 per hour 2014-15. Other GEA participants who do not regularly serve, but are called upon for situation specific input, shall be paid: \$22.00 per hour – 2012-13; \$23.00 per hour – 2013-14; \$24.00 per hour 2014-15.

5.14 Girard Professional Development Committee (GPDC)

A. Purpose

A Girard Professional Development Committee (GPDC) shall be established to oversee and review professional development plans for course work, determine continuing education units, and/or other equivalent activities necessary for certification or license renewal.

B. Committee Composition and Selection

The committee shall be comprised of three Association appointed representatives and two administrators. When the professional development and renewal of an administrator is placed before the committee for review, one Association representative will not vote and an alternate administrator will be added to the committee to comprise an administrator majority.

C. Duties

The committee shall select a chairperson and shall formulate a constitution and by-laws to control the operations of the Committee, including, but not limited to, the meeting dates, times, what determines a quorum, decision making and an appeal procedure. The appeals process shall not preclude any appeal process established by the county or state, but must be the first pursued. A decision of the GPDC or any body that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in this negotiated agreement.

D. Compensation

Each teacher member of the GPDC shall be paid a stipend of \$650.00 for the year. In case of appointments for less than a full year, a prorated amount shall be paid. Payment shall be made the first pay date in June.

5.15 Packing and Unpacking

When a room is vacated, all classroom teachers involved in an involuntary classroom move, including packing and unpacking and excluding yearly maintenance, shall be compensated with a \$200 unrestricted stipend. Teachers without classrooms shall be compensated with a \$100 unrestricted stipend. In addition, employees shall be compensated while moving classroom contents to any other room within the District if the move occurs during the summer or outside the normal work day at the following rates:

\$22.00 per hour –2012-2013
\$23.00 per hour –2013-2014
\$24.00 per hour –2014-2015,

Compensation not to exceed six (6) hours.

All non-consumable materials shall be the property of the Board of Education.

ARTICLE VI **INSURANCE**

6.01 Term of Insurance/Choice of PPO

The contract year for health (medical), prescription, dental, and vision insurance shall be July 1 – June 30 of each year covered by the Agreement. Eligible employees hired prior to July 1, 2008 shall choose among PPO 1, PPO 2, or PPO 3. Eligible employees hired after July 1, 2008 shall choose between PPO 2 and PPO 3. The Board agrees to continue health benefits for employees for the duration of the Master Agreement (August 24, 2015) should a successor Agreement not be in place by July 1, 2015.

6.011 Medical and Prescription Insurance Plan

Effective July 1, 2009, the Board shall provide PPO plan coverage for each eligible member of the bargaining unit and recognized family dependents, in accordance with the eligibility criteria, through the Trumbull County Schools Insurance Consortium. A Packet of Benefits, including summary of benefits, pharmacy plan, Trumbull County Schools Insurance Consortium Fact Sheets, Medical Mutual documents, dental and vision coverage documents, shall be provided to each employee. All Consortium provisions and requirements shall be in effect during this Agreement. Provisions/Requirements include, but are not limited to changes to criteria, benefits, co-pays, spousal language, the birth date provision, opt out, health assessments (if required), PPO choices, etc.

6.012 Dental and Vision Coverage

The Board shall provide Dental and Vision coverage to employees based on eligibility criteria.

6.02 Coverage and Payment

6.021 Employee Contribution for Medical and Prescription Coverage

Effective July 1, 2012, eligible employees' contributions for employees hired prior to July 1, 2008, shall be five percent (5%) of the coverage chosen by the employee. Eligible employees' contributions for employees hired after July 1, 2008, shall be ten percent (10%).

Effective July 1, 2013, eligible employees' contributions for employees hired before July 1, 2008, shall be five percent (5%); employees hired after July 1, 2008, shall contribute ten percent (10%).

Effective July 1, 2014, all eligible employees, hired before or after July 1, 2008, shall contribute ten percent (10%) toward their Medical/Prescription Coverage.

Employees may select to have premium contributions made through an IRS approved Section 125 plan.

6.022 Eligibility Criteria - Family Coverage

Employees who regularly work more than 20 hours per week will be eligible for family coverage. Hours of service shall include service under regular contract only.

6.023 Single Coverage

Employees who regularly work less than 20 hours but more than 17 hours per week will be eligible for single coverage. Hours of service shall include service under regular contract only.

6.024 Family Coverage at Employee Expense

Family coverage for such employees may be procured at the employee's cost in accordance with the general hospitalization contract entered into between the Board and insurance carrier, less board payment for single coverage. It shall be the responsibility of the employee to make such payment by check, payable to the individual insurance company and submitted to the Treasurer's office by the 20th day of each month preceding the month for which the premium is due.

6.03 Term Life Insurance

The Board shall provide all employees a fully-paid term life insurance policy in the amount of \$50,000.

6.04 Insurance Coverage While on Leave

Any employee who is on approved leave of absence or is on layoff status shall have the right to maintain or upgrade insurance coverage for all or any part of Board-approved insurances with the payment of the premium by the employee who is on leave. It shall be the responsibility of the employee to make such payment by check, payable to the individual insurance company and submitted to the Treasurer's office by the 20th day of each month preceding the month for which the premium is due.

6.05 Insurance in Lieu of; Opting Out

For 2012-2013 only, employees may choose to opt out of insurance coverage at the maximum rate permitted by the Trumbull County School Insurance Consortium. Employees who choose to opt out shall be paid twice per school year, in the second pay in January and the second pay in July. Employees may elect that payment to be made through an IRS approved 125 plan. The election to opt out must be selected during the annual enrollment period only. Should the Consortium eliminate the ability to opt out, employees shall no longer be permitted to opt out.

For 2013-14 and 2014-15, employees may choose to opt out of insurance coverage. The election to opt out must be selected during the annual enrollment period only.

6.06 Health Care Task Force

The parties agree to establish a Health Care Task Force to review changes to the plan should changes be made by the Consortium. The Task Force shall consist of equal representation from the Board and the Association. The Board shall provide the Association with notice of changes/proposed changes through the Association president and the Health Care Task Force. Through the Task Force, the Association shall have the opportunity to discuss changes and potential changes and provide input to the Board.

ARTICLE VII
LEAVES

7.01 Sick Leave

7.011 Accrual Rate; Reasons for Use

Each employee shall be entitled for each completed month of service to sick leave accrual of one and one-fourth (1 1/4) days. Employees may use sick leave upon approval of the responsible administrator for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, and/or injury in the employee's immediate family. Also, sick leave may be used for bereavement purposes as defined in 7.012.

If a request is made for sick leave lasting 15 days or more, the PHYSICIAN'S CERTIFICATE must be completed before the employee is permitted to return to duty.

7.012 Definition of Immediate Family

Immediate family is interpreted to mean mother, mother-in-law, father, father-in-law, brother, sister, wife, husband, children, son-in-law, daughter-in-law, foster children, grandparents, and grandchildren. Any individual(s) living in the same household in permanent and domestic character under one head shall be defined as a member of the immediate family if said individual has been reported to the Treasurer on the proper form. The employee shall be responsible for keeping this information current.

When sick leave is used for bereavement purposes, immediate family shall be interpreted to include brother-in-law, sister-in-law, grandparents-in-law, aunt, uncle, niece, and nephew also. No more than three (3) days of sick leave may be used for bereavement purposes of any individual not herein defined as immediate family.

7.013 Accrual Rate for Non-Full-Time Employees

Non-full-time employees shall be entitled to accrual of sick leave at a prorated rate based on Section 7.011.

7.014 Accrual Rate for Full-Time Employees

Full time employees accrue to their credit fifteen (15) days' sick leave per year.

7.015 Transfer of Sick Leave

Any employee hired by the Girard City Schools may transfer his/her full accrued sick leave days from another Ohio school district or public employing agency in Ohio subject to statutory limitations.

7.016 Sick Leave Advance

Each new full time employee or an employee who has exhausted all earned sick leave shall be advanced five (5) days of sick leave credit at the beginning of the school year or upon exhaustion of earned sick leave. If illness requires the employee to use the full amount of credit before four (4) months of service have been completed after such advance, such employee may not be lawfully advanced additional sick leave credit. The five day advance is to be deducted from the future accumulation of sick leave credit the employee earns on the basis of Section 7.011 above. If the employee leaves the district, the employer has the right to dock the employee's pay.

7.017 Unlimited Accrual

Unlimited sick leave accrual shall be granted by the Board to all employees. Said unlimited sick leave accrued can be used by an employee during a given year.

7.0171 Sick Leave Bank

Establishment

- a. Each employee may contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be from August 20 through September 15 of each school year. New employees hired after the school year has commenced will have two (2) weeks to enroll. The donated day is not returnable.
- b. During the year, additional days may be donated by bank members upon the agreement

of the Sick Leave Committee. At this time a second day may be contributed.

- c. If 25 participants are not enrolled by the initial enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account and the bank will not be established.
- d. No donations may be made except as provided in this section.

Operational Procedures

- a. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank during the most recent enrollment period requested by the Girard Education Association president.
- b. Use of days from the Sick Leave Bank will be limited to personal illness of the bargaining unit member. A doctor's statement is required with the application in order to be considered.
- c. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.
- d. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period. Additional days may be granted at the discretion of the Sick Leave Bank Committee as long as the required form(s), including an up-to-date doctor's statement, has been received by the Sick Leave Bank Committee.

Payment of the District's cost for the substitute teacher beyond twenty (20) days shall be withheld from the employee's pay at a rate of no less than 50% of the cost of the substitute teacher for that pay period. This method will continue until the total cost for the substitute teacher has been met. This stipulation is waived in the event of a terminal illness upon the vote of the Sick Leave Bank Committee.

Sick Leave Bank Committee

- a. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the administrative office of the Girard City Schools will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein. This committee will be titled the 'Sick Leave Bank Committee' (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
 - (1) Superintendent of Schools of the Girard City Schools or his/her designee.
 - (2) The Girard Education Association President or his/her designee.
 - (3) The Treasurer of the Girard City Schools.
 - (4) Two bargaining unit members. These members are to be appointed by the Girard Education Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary and secondary levels.
- b. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- c. One of the three bargaining SBC representatives will be selected to act as chairperson of the SBC. The Girard Education Association President will designate the chairperson prior to the first meeting of the SBC.
- d. The SBC and Treasurer will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.

- e. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

7.018 Absence Report Form

The Superintendent shall require an employee to furnish an ABSENCE REPORT OF EMPLOYEES form to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave beyond three (3) consecutive days. Falsification of the aforementioned form or the physician's certificate shall be grounds for disciplinary action. (Reference Section 3319.141 ORC).

7.019 Reporting Off Work

7.0191 Notice of Absence

An employee who must be absent should notify the call-off person as designated by the immediate supervisor for that building no later than one-and-one-half hours before the employee's scheduled reporting time on a pupil attendance day or 8:00 A.M. on other workdays, except in the case of an emergency.

7.0192 Daily Notice of Absence

Any employee who has been absent must notify the usually designated person at least thirty (30) minutes prior to employee dismissal time (each day of his/her absence, unless the ABSENCE REPORT OF EMPLOYEES form was submitted in advance.) so that the substitute can be retained or released. If there is no call, the substitute will be retained and the employee will be charged with a sick day.

7.020 Summer School Sick Leave

Employees in the summer school programs shall be entitled to use their accumulative sick leave when the need arises.

7.02 Parental Leave

7.021 Definition

Parental leave shall be defined as leave without pay for an employee for the purpose of pregnancy, adoption of a child, or child care.

7.022 Notification of Parental Leave

The employee who desires parental leave shall notify the Superintendent in writing as to when the leave shall commence. Such notice should be no later than sixty (60) days before the leave is to commence and should include an estimated time of return from leave.

7.023 Length of Parental Leave

Parental leave of absence shall be granted without pay for a period not to exceed three (3) full semesters, excluding the semester in which the leave begins. Seniority accumulation on parental leave shall be limited to two (2) years rounded upward per leave. Seniority accumulation shall resume when an employee returns or when an employee who wishes to return notifies the administration as to his/her intent to return but is unable to return due to the conditions noted in 7.024.

7.024 Termination of Parental Leave

Upon written request by the employee to the Superintendent, parental leave of absence shall be terminated at any time effective with the beginning of the next semester after the request is made, provided the request is submitted ninety (90) days before the first day of the semester. An employee returning from his or her first parental leave shall be reinstated in the same position that was vacated; thereafter, the employee shall be reinstated to a position for which he or she is licensed/certified. In the event of a hardship, the employee may return at a grading period upon approval of the Superintendent. Upon return from parental leave of three (3) or more years, refer to Section 10.0311.

7.03 Personal Leave

7.031 Entitled to Four Days; Notice of Request

Each employee shall be entitled to four (4) days of personal unrestricted leave each year with pay. Such leave shall be granted upon written request filed by the employee with the Superintendent forty-eight (48) hours or more, whenever possible, prior to taking the leave, except in the case of an emergency where prior notice is not possible.

7.032 Restrictions

In addition, the leave may not be taken during in-service days in the school district or on election days for the purpose of working at the polls for payment by the Board of Elections.

- a. Sick leave is not to be used in place of personal leave.
- b. No employee may use two (2) or more personal days during the period of April 25 or after the Spring recess (whichever is later) to the end of the school year, except in cases of an emergency.
- c. No more than ten percent (10%) of a building's staff may be off on personal leave at the same time during the above-mentioned time (April 25 and after).

7.033 Unused Personal Leave Days

Unused personal leave days shall be transferred into the employee's sick leave accrual.

7.04 Military Leave

7.041 Return to Same Position

Any employee who is drafted into any branch of the armed forces of the United States, or is called to active duty service with a reserve unit, shall be reinstated in his/her same position, when honorably discharged or released from active duty service.

7.042 Application for Reinstatement

Application for reinstatement shall be made within ninety (90) days from the date of said release or discharge from military service.

7.043 Unpaid Leave; Salary Experience Credit

Such military leave shall be without pay, except as provided by ORC. The employee shall be given uninterrupted service credit for the time on military leave.

7.05 Professional Leave

7.051 Authorization

The Superintendent may authorize absences of employees for professional purposes, with full pay. The employee shall make application for the authorization of such absence at least ten (10) days in advance of such leave.

7.052 Expense Reimbursement

The Board shall reimburse an employee for costs incurred on the professional leave provided that proper receipts and documentation are furnished. These costs shall be reimbursed as follows:

1. Meals (per day)

Breakfast	\$6.00
Lunch	9.00
Dinner	14.00
2. Lodging (per day) \$60.00
3. Mileage (per mile) as agreed in Article V, Section 5.071.
4. Registration
5. Parking
6. Materials

7.053 Leave Non-Cumulative

The absence from contractual duties of an employee who was officially authorized to attend a professional meeting in accordance with the provisions of this policy will be charged with professional leave in lieu of personal leave. Professional leave is not accruable nor accumulative. It is only activated when and if the

employee applies for and is authorized to be absent for purposes of attending professional meetings and conferences with or without students.

7.06 Sabbatical Leave

7.061 Eligibility

Any employee who has served continuously in the Girard City Schools for a period of at least five (5) years and who holds a professional or permanent certificate/license may be granted Sabbatical Leave for professional improvement for one full semester or two full semesters, but not longer than one school year. The employee on Sabbatical Leave shall be paid at a rate equal to the difference in actual cost to the District between the employee's salary and fringe benefits and the salary and fringe benefits of the employee hired as a replacement as a result of the leave.

7.062 Application

Requests for sabbatical leave of absence shall be made at least sixty (60) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition of the request within thirty (30) days of its receipt.

7.063 Annual Limitation

No more than 3% of the employees may be granted sabbatical leave during any school year.

7.064 Seniority

Length of service in the Girard City Schools shall be the prime factor in approval of all applications.

7.065 Written Prospectus for Professional Growth

It is intended that study and other proposals for professional improvement will include areas dealing with said employee's area of professional competency. The leave shall be based upon a written prospectus for professional growth submitted to and upon prior approval of the Superintendent.

7.066 Return From Leave; Salary Experience Credit

Before beginning sabbatical leave, the employee shall enter into a contract to return to active duty in the Girard City Schools for a period of at least one year after the expiration of such leave. An employee returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the Girard City Schools.

7.067 Retention of Rights

Any employee who is granted sabbatical leave shall retain all rights of tenure, retirement, insurance, automatic increases in salary rating, and payroll deductions, the same as though teaching during the period of leave.

7.068 Return to Former Position

At the expiration of the leave, the employee shall be reinstated to his/her former assignment.

7.069 Requests for Subsequent Sabbatical Leave

Sabbatical leave for professional improvement will not be granted to any employee more often than once for every five (5) consecutive years of service, nor will it be granted a second time to the same employee when other employees in sufficient number to fill the quota for the period have filed a request for, and are waiting for, such leave.

7.07 GEA Released Time Leave

7.071 Unreimbursable Leave

The Board shall grant the President of the GEA or his/her designee seven (7) paid teaching days of his/her choice per year to conduct the business of the GEA. The released time shall not be deducted from any other type of leave to which he/she may be entitled under the terms of this Agreement.

7.072 Reimbursable Leave

In addition, the Board shall grant the President of the GEA or his/her designee one (1) paid day per month or a total of nine (9) days per school year for official work of the GEA for which the GEA shall

reimburse the Board for the cost of a replacement employee.

7.08 Leave of Absence for Disability

7.081 Maximum Length of Leave

The Board shall grant to employees a leave of absence without pay for disability for up to five (5) consecutive school years.

7.082 Application; Doctor's Statements

The written application for the leave of absence for medical reasons shall state the length of the leave and must be accompanied by a statement from the attending doctor. The doctor's statement shall contain the recommendation that the employee be relieved of his/her duties. The Board, however, retains its right to have the employee examined by a physician of its choice prior to granting any leave or extension thereof.

7.083 Early Return from Leave

An earlier termination of this leave, if requested in writing by the employee, at least fifteen (15) days prior to such leave termination, shall be granted by the Superintendent, provided the position for which the employee is returning to is available.

7.084 Return to Same Position

Upon return from such leave, the employee shall return to the same position he/she vacated.

7.085 Subsequent Requests for Leave

Upon subsequent requests, the Board may grant additional leaves of absence for disability and/or personal illness.

7.086 Unrequested Leave on Superintendent's Recommendation

When an employee has been absent from active service a sufficient number of days, and continues in absence without applying for a leave of absence under this Section, the Superintendent shall investigate the facts of the case and shall have the authority to recommend to the Board that an

unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the ORC.

7.09 Assault and/or Battery Leave

Employees who are injured as a result of an assault and/or battery inflicted while performing school duties on school property, or while performing school duties on other premises, shall be granted a paid assault and/or battery leave by the Board in lieu of sick leave. The amount paid shall be reduced by the amount of Workers Compensation received by the employee. In order to be eligible for assault and/or battery leave, the employee shall be required to submit a physician's verification that the condition exists as a result of the said assault and/or battery. (Reference Section 3319.143 of the ORC).

7.10 Personal Leave Without Pay

The Board shall grant to an employee, upon request by the employee, a leave of absence without pay for a period of one (1) year for personal reasons. Upon return from such leave, the employee shall be returned to the same position.

7.11 Jury Duty

Employees shall be granted court or jury duty leave during normal working hours without loss of salary, provided, however, that they are served with a lawfully issued subpoena for such court or jury duty. Such days shall not be deducted from any other leave days as listed in this Agreement.

7.12 Return from Leave

An employee returning from leave to a position that no longer exists shall be assigned to another position in accordance with Article VIII and Article X, provided that the employee has the necessary certificate/license. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.

7.13 Family and Medical Leave Act

1. The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993 as amended.
2. Upon the terms and conditions of this provision, each employee is entitled up to twelve weeks of leave in any twelve-month period. The “twelve month period” shall be a “rolling” twelve month period measured backward from the date an employee uses any FMLA leave.
3. Employees seeking to use the FMLA shall apply at the Superintendent’s office for a Request for Leave form.
4. The Board of Education shall make copies of the FMLA available in each building.

7.14 When a bargaining unit member returns from any leave listed in Article VII of this Agreement, he/she shall be entitled to return to his/her former assignment (unless otherwise stated herein), if it still exists, as long as he/she has the proper certificate/license. Should the bargaining unit member not meet the Ohio Department of Education’s definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.

ARTICLE VIII

CHANGE IN ASSIGNMENT OR TRANSFER OF PERSONNEL

8.01 Employee Assignment

- 8.011 Employees must maintain the certification/licensure areas they possess at the time of hiring.
- 8.012 No employee shall be assigned to a position for which he/she is not certificated/licensed.
- 8.013 Employee(s) who will be affected by change of grade, department, or building assignment will be notified in writing by the immediate supervisor by July 10.

8.02 Transfers

8.021 Voluntary Transfers

- A. Employees who desire a transfer for the subsequent school year should file a written request before April 1. The request should contain a first preference and a second preference. Each preference should also contain the desired building, grade level, and/or department.
- B. Any vacancy shall be filled with the senior displaced employee who has the proper certification certificate/license. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.
- C. Following the required consideration of displaced employees, employees on the recall list shall be given preference for any vacancy provided they have the proper certificate/license. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.
- D. Subsequent to the required consideration of displaced bargaining unit members and employees on the recall list, the bargaining unit member possessing the proper certificate/license, and having the greatest seniority shall be awarded the position. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible

for becoming highly qualified within the agreed time period.

- E. The Superintendent shall determine the final placement of all bargaining unit members provided such determination is not violative of the provisions of voluntary transfers.

8.022 Involuntary Transfers

- A. When a reduction in the number of employees in a school is necessary, or when an involuntary transfer(s) between schools is/are necessary, or when involuntary transfers related to grade level assignments and/or department assignments within a building are necessary, all volunteers shall be given consideration for transfer consistent with their areas of certification/licensure. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.

Thereafter, involuntary transfers will be made on the same basis of certification in the area and the lowest number of years of service in the school system, those lowest in service being transferred first. All such transfers shall be consistent with the areas of certification of the affected employee.

The Board will pay the cost(s) of attendance at workshops and courses, including travel expenses, that will allow the bargaining unit member to attain highly qualified status. The Board will not pay the cost of graduate credit where none is required to attain HQT status.

- B. The bargaining unit member being transferred excluding those employees affected by the return of an employee from a leave of absence shall be granted one (1) workday off (with compensation in accordance with Article 5.15)

to affect such transfer if such transfer is after the beginning of the school year and to a different building. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.

8.023 Displaced Employee

- A. A displaced employee is an employee of the District who has lost his/her position due to the closing of a building, discontinuation of course offerings, reduction of grade level sections, or a reduction in force.
- B. Displaced bargaining unit members shall, in order of seniority as displaced bargaining unit members, have preference in the filling of posted vacancies for which the bargaining unit member is certificated/licensed. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.

8.03 Vacancies

A bargaining unit position vacancy shall exist when the employee who held that position leaves the employment of the Board, accepts assignment to another employment position with the Board, or when the Board creates a new bargaining unit position. The position of an employee on leave of one (1) semester or more granted pursuant to this Agreement shall be considered a temporary vacancy and shall be filled temporarily in accordance with this Article. Prior to assignment of a position vacated as a result of a leave of absence, an employee shall be advised in writing by the Superintendent that the assignment is temporary subject to another employee returning from leave. Upon return of

the employee on leave, an employee assigned to a temporary vacancy shall return to his/her former position.

A temporary vacancy that occurs twenty (20) working days or more after the beginning of the school year shall not be posted. At the end of that school year, the vacancy shall be posted and filled in accordance with the provisions of Article 8.

A permanent vacancy shall be posted. Within the first two months of the school year, the employee may choose to fill the position immediately or may defer taking the new position until the next school year. After the first two months of the school year, the employee will move into the new position in the next school year.

8.031 Posting

Notice of each vacancy will be posted to each employee by the Superintendent for no fewer than five (5) work days before the position is to be filled. Each employee shall receive notification via: school email and written notice posted in each school office. Such posting shall occur within five (5) work days of the date the vacancy is known, except that there shall be no requirement to post before May 15 any vacancy that is not effective until the beginning of the following school year. The posting shall state the title, certification needed for the position, the work location for the position, the date the vacancy will exist, the person to whom application is to be submitted, and where the job description for the position may be obtained. The position shall be filled no later than five (5) work days after the posting period above or the date the vacancy exists, whichever is later, provided there is a qualified applicant for the position. During the summer months when school is not in regular session, each employee shall receive notification via: school email, written notice posted in each school office, and the district phone notification system.

Posting Procedure

1. The Superintendent shall interview the most senior in service candidate in the school district that was employed according to the district's guidelines.

2. The Superintendent shall give the candidate the job description and a profile of abilities, needs, targets, and expectations. The Superintendent may waive the probationary period.
3. A job evaluation shall be conducted during the first year of the new assignment.
4. If there has been an unsatisfactory performance as determined by the Superintendent, the employee shall return to his/her previously held position.
5. The teacher may return to his/her original position (replacement was a substitute).

8.032 Staffing New Buildings

If a new building or a newly-organized building is being staffed with employees, the Superintendent and/or Principal of the new building or newly organized building may not staff said building without regard to the seniority factor. The employees chosen per the aforementioned provisions, shall be notified by the Superintendent by certified mail, and in no event later than August 10 of the school year excepting, however, for emergency situations which arise subsequent to August 10. In any event the employee shall be notified as soon as such emergency situation is known. If said employee fails to accept the new position within three (3) days after he/she has received the certified letter, then the Superintendent may offer the position to the next qualified employee. When the faculty of a building or grade level is reassigned in mass to a different location, this section does not apply.

8.04 Supplemental Pay Positions

8.041 Vacancy Postings

Supplemental pay positions of head coach and heads of other non-athletic supplemental services shall be posted when vacancies occur in accordance with Section 8.03 and 8.031, less certification requirements. The GEA Athletic Council members shall serve as the bargaining unit's representative in the collective determination

of the criteria for the posting of a head athletic position. For head athletic positions, the superintendent will give due consideration to criteria submitted by the Athletic Council and, with input from the Board, shall establish criteria for the position. In the event that the GEA membership on the Athletic Council falls below three (3), the GEA President shall appoint the necessary appointees to reach the above-mentioned number on the Athletic Council.

8.042 Term of Supplemental Contracts

All head coaching positions and heads of other non-athletic supplemental services shall have multi-year contracts of no less than two (2) years nor more than four (4) years, except that the Board shall have the right to limit a first-year head coach with no coaching experience in the sport to a one-year contract and be permitted to re-new for a period of one year a head coach whose most recent evaluation is less than satisfactory.

8.043 Recommendations for Assistants' Positions

- A. Any vacancy in assistant supplemental positions shall be filled by recommendation from the head of that sport or supplemental service in accordance with ORC. Vacancies not filled by this procedure shall then be posted in accordance with Section 8.031. Any recommendation made for filling such supplemental position will be made at the next regular or special Board meeting provided that all required documentation is on file.
- B. After the first year, the AD and the principal must approve the recommendation to renew an assistant coach's contract.

8.044 Hiring Outside the Bargaining Unit

All supplemental pay positions shall be filled by employees who meet the criteria established in 8.041. In the event that no qualified employee applies for the position after posting, the position shall be offered first to any qualified certificated person outside the bargaining unit who meets the above mentioned criteria, and then to any other

person qualified under the law and who meets the criteria established through 8.041. Reasons shall be provided in writing prior to the filling of the position to any bargaining unit applicant deemed unqualified. Persons hired from outside the bargaining unit will be held to provisions in the Agreement regarding term of supplemental contract and evaluation.

8.045 Each employee performing a supplemental duty shall be given a written, limited supplemental contract listing the compensation and duration of the supplemental contract.

8.046 Supplemental Contract Evaluation

Employees holding supplemental contracts shall be evaluated yearly. Evaluation forms shall be developed by mutual consent of the parties. Evaluation forms will be correlated with the job description.

8.047 Committee Participation

Bargaining unit members who regularly (weekly and/or bi-monthly) participate on building or district committees shall share \$500.00 based on level of participation. Bargaining unit members who obtain grants shall be compensated at the rate established by the administrative/governance section of the grant rules.

8.048 Duration of Supplemental Contracts

All supplemental contracts as listed in the Agreement automatically expire (non-renew) at the end of the contract term without Board action or further notification from the Board.

8.05 Home Instruction (Tutoring) Positions

Positions for home instruction (tutoring) shall be filled first by the senior qualified employee applicants and second by the best qualified candidates outside the bargaining unit. All such positions shall be posted in accordance with Section 8.03 and 8.031.

8.06 Summer School and After-School Positions

8.061 Posting of Positions; Applications

All openings for summer school and after-school positions shall be posted in accordance with Section 8.03 and 8.031, except that summer school positions shall be posted as soon as it is determined that summer school will be held. The Board has the option to cancel any class if insufficient students enroll in the class. Applications must be submitted within seven (7) days of posting of said notices. Employees who have applied for such positions will be notified of the action taken regarding their applications as soon as possible, but no later than fourteen (14) days before the first day of summer school or evening school.

8.062 Method of Filling Positions

Summer school and after-school positions shall be filled by the senior-qualified employee applicants. When said programs are funded by a grant, the positions shall be filled first by the employee(s) who wrote the grant and then by seniority. Where a sufficient number of employee applicants do not exist, positions in the summer school and evening classes shall be filled by the best qualified applicants.

ARTICLE IX
SENIORITY

9.01 Definition

Seniority shall be the number of years of continuous service as an employee, commencing with the employee's first day worked.

9.011 Exceptions

- a. Service rendered beyond the school year or beyond the school day will not be counted toward seniority.
- b. Seniority for part-time employees who render service during the workday shall be determined by totaling the number of hours worked during the school year and dividing such total number of hours first by 7, then by 182.

9.012 Breaking of Seniority

- a. Time spent in layoff status, on disability retirement, or during any Board-approved leave of absence shall not be construed to constitute a break in seniority unless otherwise stated elsewhere in this agreement. However, an employee's seniority shall be broken upon resignation, retirement, or permanent dismissal.
- b. An employee who leaves the bargaining unit for any position with the Board for one year or less shall return to the bargaining unit with uninterrupted seniority. If such employee returns to the bargaining unit after one year, seniority earned as an employee is retained and the accumulation of seniority resumes.

9.013 Breaking of Seniority Ties

In the event that two or more employees in the same area of certification/licensure share the same seniority by first day worked, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their most recent continuous employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and the GEA President or designee. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

9.02 Seniority List

A seniority list shall be prepared by the Board with a copy given to the GEA President and a copy posted conspicuously at each work location by September 30.

The Association President shall notify the Superintendent within 15 working days of receipt of the seniority list of any errors/discrepancy(s). A corrected seniority list shall be prepared by the Board with a copy given to the GEA President and a copy posted conspicuously at each work

location within 10 working days of receipt of said errors/discrepancy(s).

ARTICLE X **REDUCTION IN FORCE**

10.01 Reasons

Reasons for implementing reduction in force shall include:

10.011 Decreased enrollment of pupils.

10.012 Return to duty of regular employee after leave of absence.

10.013 Suspension of schools or territorial changes affecting the school system.

10.014 Loss of Chapter (Title) and auxiliary program funds resulting in loss or reduction of said program.

10.015 Financial Reasons.

10.02 Attrition

The number of employees affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign whenever possible, or whose contracts are not renewed on the basis of performance. If, however, the number of employees who retire, resign, or leave the school district for any reason, exceeds the number of the employees to be reduced, then the employees shall be supplemented by the hiring of additional employees to preserve the minimum pupil-teacher ratio as mandated by Section 3317.023 of the ORC.

10.03 Non-Renewal of Limited Contracts

10.031 Notice of Non-Renewal

Reduction under this RIF procedure which cannot be achieved through attrition shall be made by not renewing limited contracts of employment.

10.032 Notice of Anticipated Reduction in Force

Employees whose jobs are in jeopardy shall be notified of the anticipated reduction in force in writing not later than April 30. Such notice shall

specify the reason(s) for the anticipated reduction in force. Copies shall be provided to the GEA.

10.033 Notice to GEA; GEA Presentation to Board

Before implementing a reduction in force by non-renewal of limited contracts, the Board shall give written notice to the GEA through its President of its intent by April 30. Not later than the regular May Board meeting, which shall not occur before May 15, the GEA shall be given the opportunity to address the Board in an open meeting for the purpose of presenting both orally and in writing, its views on the proposed reduction in force.

10.034 Seniority/Certification RIF List

Except as required to comply with Section 3319.17 of the ORC and federal legislation relating to employment decisions, limited contract employees will be selected for renewal or non-renewal on the basis of seniority and certification as provided for in Section 9.02 of this Agreement. Employees, excluding persons hired to fill leaves of absence of one (1) year or less, shall be placed on the reduction in force list compiled from the seniority list above. However, limited contract employees whose contracts are not renewed for performance reasons shall not be placed on the reduction in force list.

10.035 Unemployment Compensation

An employee who has been released shall not be denied the right to apply for unemployment compensation to which he/she is entitled.

10.036 Placement on Substitute List

An employee who has been released shall, only if he/she desires and applies for the position, be placed on the substitute list.

10.037 Re-Employment Eligibility; New Employees

An employee whose name appears on the reduction in force list shall be offered re-employment by seniority when a position becomes available for which he/she is certified/licensed. If an employee acquires additional certification while on the reduction in force list, he/she shall be eligible for a

position opening in that area of certification as well as in any area of certification/licensure held at the time he/she was placed on the reduction in force list. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period. No new employees shall be employed by the Board while there are employees on the reduction in force list who are certified/licensed for any opening of a bargaining unit position. Should a new employee not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.

10.038 Transfers When RIF Exists

Notwithstanding the provisions of Article VIII regarding transfer, an employee on the reduction in force list shall be offered re-employment to a vacant position before an active senior employee may be transferred to such position if the transfer would deny re-employment to the employee on the reduction in force list. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.

10.039 Notice of Offer of Re-Employment

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used

in connection with an offer of re-employment or other notice to the employee. If an employee fails to accept the offer of re-employment in writing within ten (10) days from the date said offer is delivered at the last known address of the employee, said employee shall be considered to have rejected said offer and shall be removed from the reduction in force list. Neither acceptance nor rejection of an offer of employment in a less than full-time position shall operate to remove the employee from the reduction in force list, unless such employee's previous position equally was less than full-time.

10.0310 Retention of Rights and Benefits

An employee on the reduction in force list shall, upon accepting an offer of re-employment, return to the system with the same accumulation of sick leave days and the same salary schedule placement as the employee would have received in the year following non-renewal.

10.0311 Duration of Recall Rights

Employees will remain on the reduction in force list for a period of two (2) years from the time of their layoff. If an employee on the reduction in force list accepts other employment, the employee shall retain all recall rights for the above stated period of two (2) years or until he/she rejects a valid offer of re-employment pursuant to Section 10.039 above.

Upon return, if the employee has not taught in their area of certification for three (3) or more years, the employee may be required to attend in-service meetings related to the area of certification and provided by the Board of Education. No more than three (3) in-service meetings shall be required by mutual agreement.

10.0312 Placement On Substitute List

An employee who has been removed from the reduction in force list shall, if he/she desires, be placed on the substitute list.

10.0313 Pre-Agreement Preservation of Rights

Any employee on a reduction in force list prior to the implementation of this Agreement shall remain on the list until removed by procedures outlined above.

10.0314 Lists Available to GEA

The seniority list, reduction in force list outlined above, and a list of the positions to be eliminated shall be made available to the GEA through the GEA President.

10.04 Suspension of Contracts

10.041 Continuing Contract Precedence

A continuing contract has precedence over a limited contract with all other factors being equal among the employees involved.

10.042 Date of Continuing Contract Not Significant

The time that an employee acquires his/her continuing contract has no significance (i.e., two (2) employees, one acquired his/her continuing contract in 1970 and has twenty (20) years with the system, while another acquired his/her continuing contract in 1980 and has twenty-two (22) years in the system. Both have continuing contracts, and the employee with the most years in the system has preference in seniority, regardless of the fact that his/her continuing contract was acquired ten (10) years after the other).

10.043 Employees Returning from Leave

It is understood that an employee's individual contract may be suspended at a time that would not allow compliance with the deadlines in Section 10.03 in the case of a RIF necessitated by an employee returning from leave.

ARTICLE XI
EMPLOYEE EVALUATION; CONTINUING CONTRACT;
EMPLOYEE FILES

11.01 Employee Appraisal

Observations

Philosophy: The regular classroom employee appraisal system must be linked to professional growth and improvement in teaching performance. It should allow for the development of a close relationship between the regular classroom employee and the appraiser. The goal of the regular classroom employee and the appraiser must be an authentic (sincere) attempt to attain professional growth and development.

Objectives

1. Provide opportunity for improvement of the teaching and learning process.
2. Provide an opportunity to improve rapport between staff and administration.
3. Provide appraisal by specific criteria.
4. Provide basis for determining re-employment or non-renewal.

11.011 Terms

FORMAL OBSERVATION - is no less than 30 consecutive minutes each but not more than 60 minutes unless mutually agreed upon.

FORMAL APPRAISAL - is the total appraisal procedure, including two (2) formal observations, the Formal Observation Checklists, the Appraisal Report, the Conference, and both parties having signed the Appraisal Report(s).

APPRAISEE - employees in the bargaining unit.

APPRAISER - Observation and evaluation of an employee's performance shall be the responsibility of the immediate supervisor, except when the employee and immediate supervisor otherwise agree mutually. An employee assigned to more than one school or other work location shall be evaluated by the immediate supervisor of the

employee's home building as designated by the Superintendent.

IMMEDIATE SUPERVISOR - is the person in charge of appraising and is responsible as the instructional leader.

OBSERVATION CHECKLIST - is made up of four areas. These areas include Professional Performance, Professional Qualities, Classroom Environment and Management, and Personal Qualities, which the appraiser will complete prior to the appraisal conference with "S" meaning Satisfactory and "NI" meaning Needs Improvement. See Appendix B of this Agreement.

APPRAISAL REPORT - instrument which appraiser completes prior to the appraisal conference from the Observation Checklist. See Appendix C of this agreement.

REQUEST FOR POSTPONEMENT OF FORMAL OBSERVATION - is a mutual agreement between appraiser and appraisee that a formal observation be postponed.

HOME BUILDING - that building designated by the Superintendent as the base of operation for a traveling employee.

APPRAISAL INSTRUMENT - shall consist of two sections which are:

1. Observation Checklist, and
2. Appraisal Report and appraisee's comments if required.

All the sections must be completed to constitute a complete appraisal.

UNSATISFACTORY APPRAISAL - a formal appraisal in which the overall rating on the Appraisal Report is indicated to be unsatisfactory.

SCHOOL DAYS - shall mean days when teachers are required to be in attendance whether or not the students attend.

11.012 Procedures

1. Focus of the appraisal procedure is to be on teaching performance.
2. Appraisal is to be conducted by the employee's immediate supervisor or other mutually agreed upon appraiser.
3. The appraisal procedure should be the same for all professional staff, regardless of the school, level of assignment, and position presently held.
4. All employees will receive a copy of the Appraisal Instrument within the first week of each school year.
5. Classroom Observation Procedure:
 - a. An observation of at least 30 uninterrupted minutes, but not more than 60 minutes unless mutually agreed upon will take place before the Appraisal Report is completed.
 - b. All observations shall be done in the open and with the full knowledge of the employees.
 - c. A formal observation will be postponed by mutual agreement between the appraiser and the appraisee.
 - d. For appraisal purposes, the teachers in the Girard City School district are divided into three categories.

11.0121 Tenured Teachers

- a. One (1) formal appraisal will be made every year of tenured teachers unless the appraisal is unsatisfactory. The one (1) appraisal shall consist of one (1) formal observation. At the discretion of the building principal, the appraisal may be waived.
- b. The appraisal must be completed on or before February 1, and the employee shall receive the written

report of the appraisal by February 11.

- c. An unsatisfactory overall teacher appraisal report will require another formal appraisal before April 11 of the year of the appraisal.
- d. A teacher may request an additional formal appraisal at any time convenient to both parties.
- e. Any tenured teacher who is having performance problems and whose job may be in jeopardy shall have a minimum of two appraisals with no less than forty-five (45) school days for the teacher to correct any deficiencies.

11.0122 Limited Contract Teachers With Four or More Years Teaching Experience in Girard City Schools

- a. One or two formal appraisal(s) per school year will be made of limited contract teachers with four or more years teaching experience.
- b. The first appraisal must be completed on or before December 1, and the employee shall receive the written report of the appraisal by December 11. If a second evaluation is done, it must be completed by April 1 and the employee shall receive the written report by April 11.
- c. An unsatisfactory overall teacher appraisal report will require another formal appraisal before March 31.
- d. Except when applying for tenure, if the first evaluation has proven to be satisfactory, the administration respectfully waives the second cycle of appraisal/observations.

- e. A teacher may request an additional formal appraisal anytime convenient to both parties.
- f. The school year that a staff member is eligible for tenure (continuing contract) he/she shall be observed and evaluated according to the terms of the contract with four (4) observations, two (2) appraisals completed according to the timelines noted in 11.0122. All potential candidates for tenure must notify their appraiser by October 1 of the school year in which they are requesting consideration for tenure.

11.0123 Teachers With One, Two or Three Years of Teaching Experience and First Year Teachers in the Girard City School District

- a. At least two (2) formal appraisals per year will be made on these teachers. One (1) additional appraisal may be conducted during a school year.
- b. The first appraisal must be completed on or before December 1, and the employee shall receive the written report of the appraisal by December 11; the second by April 1, and the employee shall receive the written report of the appraisal by April 11. If one (1) additional appraisal is to be conducted, the affected teacher shall be notified no less than ten (10) school days prior to the appraisal.
- c. A teacher may request an additional formal appraisal at any time convenient to both parties.

11.013 Observation and Appraisal Reports

- a. No more than three copies of the appraisal report are to be signed by both parties. One copy is for the immediate supervisor, one copy

for the teacher, and one copy shall be placed in the employee's personnel file.

- b. The bargaining unit member has the option to concur or not to concur with the appraisal. If the teacher disagrees with any or all items, he/she must submit three copies, in writing, of his/her own statement of rebuttal within ten (10) school days of the appraisal conference. The rebuttal will become permanently attached to all three copies of the appraisal report. Upon request, the employee shall be granted a conference with the Superintendent, appraiser and GEA representative.
- c. An employee given an evaluation which may contribute to the non-renewal or other termination of that employee's employment may request an observation, report, and conference conducted by an appraiser other than the immediate supervisor. The alternate appraiser shall be selected by the Superintendent.
- d. Although it is understood this appraisal system will evolve with usage, no change may take place in this agreement without the consent of both parties.
- e. Employees who are guidance counselors, librarians and nurses will be appraised in the same manner as regular classroom employees, with the exception that classroom observation will not apply. Instead, Performance Checklists will be used and shall be included as part of the appraisal system.
- f. Observations of Study Hall, Cafeteria, Playground, Co-curricular, and/or Bus Duties will not constitute formal observations, but may be included under general comments on the Teacher Appraisal Report.

11.014 Conference

- a. The appraiser will arrange a conference with the appraisee within ten (10) school days of the observation, except as mutually agreed to by both parties. The employee shall be provided

a copy of the appraiser's intended appraisal report prior to the conference whenever possible. An employee shall be entitled to have present at the conference a GEA representative.

- b. An Appraisal Report based upon the information in the observation Checklist(s) will be completed by the appraiser before the conference. During the conference, the employee will receive an exact duplicate of both the Observation Checklist(s) and the Appraisal Report. The appraiser will then discuss both the Checklist(s) and the Appraisal Report with the employee. The two signatures of the employee and appraiser will indicate that the conference was held and that all pertinent items on the Observation Checklist and Appraisal Report were discussed.
- c. The appraiser will arrange with the appraisee within ten (10) school days of the observation, except as mutually agreed to by both parties. The employee shall be provided a copy of the appraisers intended appraisal report prior to the conference whenever possible. An employee shall be entitled to have present at the conference a GEA representative.

11.015 The provisions of Article 11, Employee Appraisal, shall supersede the provisions of ORC 3319.111.

11.02 Procedure for Continuing Contract

Any teacher anticipating eligibility for continuing contract must notify the building principal in writing by October 1 of the school year in which the teacher becomes eligible.

Qualifications of Eligibility

1. The teacher must have taught at least three years in the last five in the District. A teacher who had a continuing contract elsewhere must have served two years in the District.
2. The teacher must hold a professional, permanent, or a five year professional license. In addition:

If the teacher did not have a master's degree at the time he or she received an initial certificate or license,

the teacher must have completed thirty semester hours of coursework in the area of licensure or in an area of licensure or in an area related to the teaching field since the issuance of the initial certificate or license.

If the teacher held a master's degree at the time he or she received an initial certificate or license, then he or she must have completed six semester hours of graduate coursework in an area of licensure or in an area related to the teaching field since the issuance of the initial certificate or license.

3. The principal must complete two appraisals (four observations); the first appraisal (two observations) must be completed by December 1 with the written report due to the employee by December 11. The second appraisal (two observations) must be completed by April 1 with written report due to the teacher by April 11.

11.03 Employee Files

There shall be no more than one (1) personal file maintained for each employee. The personal file will be maintained in the Superintendent's office.

11.031 Complaints

When an oral or written complaint is made by anyone other than Board supervisor or administrative personnel concerning an employee and is deemed serious enough to be recorded in the employee's personal file or to form any basis for discipline of the employee, the employee shall be informed in writing of the complaint by his/her immediate supervisor. The employee and the immediate supervisor shall attempt to resolve the complaint of the complaining party. If the employee disputes the factual accuracy of the complaint, the complaint may not be placed in the employee's personal file nor may other action result from the complaint until the employee has had the opportunity to confront in the presence of the immediate supervisor the person making the complaint. The employee shall be entitled to have present at such conference a GEA representative.

11.032 Employee Knowledge of Items

Items may not be placed in an employee's personal file unless the item has been made known to the employee, the employee has had an opportunity to read the item, and the employee has signed the item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents. Only the Superintendent shall have the right to place material in an employee's file. If the employee requests, he/she shall be given a copy of all entries prior to filing. Any information placed in an employee's file in violation of 11.022 shall be removed immediately upon the request of the employee in accordance with the Public Records law.

11.033 Right to Examine File; Reproduce Contents

Each employee shall have the right, upon request, to review and reproduce without charge to the employee any contents of his/her personal file. A representative of GEA may, at the request of the employee, accompany the employee in such review and may, upon written authorization by the employee, review and reproduce any contents of the employee's personal file. The employee shall have the right to respond in writing to any item(s) in his/her personal file and to have the response attached to such item.

11.034 File Security

Employee files will be maintained in a secure place. The Superintendent shall provide prior notice to an employee whose personal file is to be inspected by a member of the public other than the employee or the employee's designee or the administrator(s), and shall provide an opportunity to the employee to be present when the file is to be inspected by a member of the public. Such member of the public who inspected the record or obtained a copy of any portion of it shall acknowledge same in writing which shall be filed in the personal file of the employee.

11.035 Log of Entries

Each personal file shall contain a form titled "Log of Entries" to include all of the following information (if known, in the case of items already in the file) regarding all items placed in the file: (1) a brief description of the item; (2) the date shown on the item; (3) the date the item was first placed in the file; and (4) the identification of the source of the item. No item from any anonymous source may be placed in the personal file.

ARTICLE XII

EMPLOYEE FAIR DISMISSAL AND DISCIPLINE PROCEDURES

12.01 Termination of Contract

Termination of a contract of an employee shall be in keeping with provisions of Section 3319.16 of the ORC and related statutory law.

12.02 Notice of Non-Renewal of Limited Teaching Contract; Right to Address Board

Non-renewal of a limited teaching contract shall be preceded by written notification by the Superintendent to any employee employed for two (2) or more years stating the intent to consider non-renewal of the contract and the specific reason(s) for such consideration. An employee being so notified for non-renewal of his/her limited teaching contract shall be given notice in writing at least six (6) workdays in advance, of the opportunity to resign and of the opportunity to address the Board, with counsel, in executive session, or public session, at the option of the employee, prior to any action by the Board.

12.03 Employee Discipline; Representation

Any discipline of any employee, including, but not limited to, reprimand, suspension, demotion, or discharge, not including nonrenewal, shall be only for just cause. An employee shall be entitled to have present a GEA representative at any time the employee is to be disciplined for any reason.

12.031 Supervision of Internet Usage

Teachers shall not be disciplined for misuse of the internet by students as long as reasonable measures are taken to assure that students adhere to the acceptable use policy.

ARTICLE XIII
WORKING CONDITIONS

13.01 Planning Period

Each employee shall receive uninterrupted planning time of no less than two hundred (200) minutes per week. Every effort shall be made to provide additional planning time for all employees.

13.011 High School and Junior High School

Each high school and junior high school employee shall receive no less than one (1) planning period per day.

13.012 Elementary

Each regular classroom employee on the elementary level shall receive planning time of no less than one period per day of not less than forty (40) consecutive minutes each, except in cases where such forty (40) minute period is not possible. Such cases shall result in periods of not less than twenty (20) consecutive minutes.

13.013 Planning Time During School Day

Planning time shall be during the school day while students are present unless arrival time and/or dismissal time for students is changed to facilitate planning time without students present. A common planning time without students present may be scheduled for the high school staff.

The schedule may provide for daily group planning time. A building principal may utilize the time for a related meeting, but no individual employee shall be required to attend any more than one (1) such principal called meeting per month. The principal will notify employees of any such meeting no later than the Friday preceding the meeting except in

case of an emergency. The principal may request a second meeting. Teachers shall be notified of the meeting's date, time, duration, and agenda not later than one week preceding the meeting, except in case of an emergency.

13.02 Employee Preparations

Every effort shall be made to minimize the number of different teaching preparations within each department. This Section shall not prohibit the resolution of this said problem through Labor Relations.

13.03 Class Size/Class Load

The Board agrees that class sizes shall meet the Minimum Standards set forth by the State of Ohio, Department of Education, in Ch 3301-35 OAC (i.e., the ratio of teachers to pupils shall be at least 1:25 on a districtwide basis; the ratio of teachers to pupils in K through 4 shall be at least 1:25 on a districtwide basis) and, for special education programs, in Ch 3301-51 OAC. No regular class size will exceed the number of desks or work stations necessary for each student. The Board shall strive to attain the following goals:

13.031 Regular Classes

No regular class in the school system should have more than twenty-five (25) pupils. Regular classes are all but those listed under Section 13.035.

13.032 Special Education Classes

No special education class should exceed the following enrollment during any one instructional period.

A. CD 12
SLD 12

B. Individual/Small groups should have no more than eighteen (18) pupils.

13.033 Release of Time for Special Education Staff

Two in-school professional leave days per year will be provided to special education teachers who are charged with the responsibility of writing I.E.P.'s, M.F.E.'s, progress reports, and testing special education students. A professional leave form must be submitted two weeks prior to the board meeting

with an outline of the duties to be performed on the professional day.

13.034 Number of Teaching Periods in a Day

Junior high and high school employees shall be assigned no more than five (5) instructional periods per day in a six (6) period day; six (6) in a seven (7) period day; seven (7) in an eight (8) period day; and no more than eight (8) instructional periods in a nine (9) period day. For the purposes of this Section, study halls shall be considered instructional periods.

13.035 Elementary Music, Art, and Physical Education Employees

The time required as specified by the Ohio State Standards for the elementary grades K-6 in music, art, and physical education should be taught by special employees hired for these fields.

13.036 Special Subject Classes

Special subject classes in the schools should not have more than the following number of pupils per employee:

- A. Physical Education, General Music, and Art - no more than twenty-five (25) students in the elementary and high school. Band and choir classes are excluded from this provision.
- B. Study Hall - no more than seventy-five (75) students per employee. However, the study hall employee shall receive \$22.00 per period for each period in which the total number of students in the study hall exceeds seventy-five (75). This provision does not apply to an occasional case where a study hall is called solely to accommodate a common teacher planning period.
- C. Any science laboratory - no more than twenty-four (24) students

13.037 Lunchtime Supervision

Employees who agree to supervise students during lunchtime (lunchroom and recess area) at the high school/junior high shall be compensated at \$14.00 per lunch period, minimum of one position per lunch

period; at the intermediate/elementary level, the rate shall be \$18.00 per lunch period, minimum of two (2) positions per grade level for each lunch period.

Employees at the intermediate/elementary level who agree to supervise lunchtime detention shall be compensated \$18.00 per lunch period.

All lunchtime supervisors must be trained in CPR by September 30.

13.04 Floating Employees

13.041 Eliminate Need

The Board and Superintendent shall make every effort to eliminate the need for employees to serve in more than one building.

13.042 Storage Area

If an employee is required to float between buildings, the Board shall provide a secured and adequate storage area where he/she may store materials safely in each building.

13.043 Storage/Working Area

If an employee is required to float between rooms of a building, the Board and the Superintendent shall provide a secured and adequate storage and working area for said employee.

13.044 Minimum Travel Time

An employee assigned to more than one building during the same workday shall be entitled to a minimum travel time of ten (10) minutes, with fifteen (15) minutes provided whenever possible, from the end of the last assignment in one building until the beginning of the assignment in the next building.

13.05 Non-Paid Extra Duties

An employee shall have the right to refuse, except for a short-term emergency situation, any non-paying extra duties without fear of recrimination or reprisals.

13.06 Private Telephones

13.061 Adequate Number of Telephones

The Board shall provide at least one (1) private telephone located in a private area such as the teacher's lounge for employees to use in each elementary building and at least three (3) private telephones for the use of employees at the high school. These telephones are for school business purposes and for private local calls.

13.062 Long Distance Calls

Personal long distance calls can be made only if they are not charged to the District.

13.07 Participation in PTA-PTO and Open House(s)/Graduation

The Board and the GEA mutually agree that parent-employee relations are an integral part of the total teaching-learning process. Therefore, all employees are encouraged to participate in PTA-PTO Open House activities in their respective school buildings and the High School Graduation ceremony.

13.08 Lunch Period

Every employee shall be entitled to one lunch period of at least thirty (30) uninterrupted minutes per day, provided that the lunch period for elementary employees shall be forty-five (45) uninterrupted minutes.

13.09 Workday - Contract Year

13.091 Length of Workday

The length of the workday shall not exceed seven (7) hours and five (5) minutes, including teaching preparation time before, during, and after school.

13.092 School Year

The school year shall consist of one hundred eighty-two (182) workdays. (This includes 178 student days.) The school calendar shall include NEOEA Day as a non-contract day. Teacher preparation day (day immediately preceding the first day of instruction) will be limited to teacher preparation and staff meetings only. Every effort should be made to

limit staff meetings with the immediate supervisor to no longer than a total of two hours for the day.

Bargaining unit members shall have the option of working a “flex ½ day” during the two (2) weeks that precede teacher preparation day in lieu of working the second half of the teacher full day at the end of the school year.

13.093 School Calendar

The school calendar shall be submitted to the GEA President for GEA membership review and advice each year before Board approval of said calendar.

13.094 2-Hour Delay Days

The Board shall provide no fewer than three (3) 2-hour delay days during the school year. Three (3) of these 2-hour delay days shall coincide with the end of the grading periods for record keeping. Staff meetings shall be limited to not longer than 30 minutes on these record keeping days. Teachers shall be notified of the meetings’ date, time, duration, and agenda, not later than one week preceding the meeting, except in the case of an emergency.

13.095 Parent/Teacher Conferences

Two (2) Parent/Teacher conferences will be included in the school year calendar, one each semester. Each conference shall not exceed six (6) hours, inclusive of a thirty (30) minute lunch period scheduled midway through. No other staff meetings shall be scheduled or called during the week in which conferences occur.

13.096 District Sponsored Workshops

- A. The Board will provide in-service training to all employees new to the district over a two (2) year period immediately after hiring. Employees new to the district must attend training as directed by the administration not to exceed sixty (60) hours.
- B. Employees with more than two (2) years of service are encouraged to participate.

- C. Employees participating will be compensated as provided in 5.12.

13.10 Substitutes: Qualifications; Assignments

It shall be the practice of the Administration to provide properly qualified substitute teachers for any special subjects such as Music, French, Art, Physical Education, etc. In the event such special teachers cannot be secured, regular school substitutes shall be employed. These teachers will teach assignments prepared by the regular employee and will follow the daily schedule of the employee they are replacing.

The Board shall make every attempt to obtain qualified and certified substitutes in the field of study in which they are substituting for grades K-12.

13.11 Employee Protection

13.111 Common Concerns

An area of common concern to employees, administrators, and the Board is the maintenance of orderly conduct within the schools in order that the educational program can accomplish its goals. ORC Section 3319.41 provides for the right of employees to defend themselves and the right of the Board to adopt reasonable rules and regulations in this area, and Section 3313.661 covers the suspension and expulsion of pupils.

13.112 Board Support; Enforcement of Discipline Policies

The board shall provide full support behind the discipline procedures and policies hereinafter recommended to and adopted by the Board in matters of discipline. The administration and employees recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism as to race, creed, color, or sex. It is recognized and agreed that there is a continuing need to revise discipline policies and procedures.

The board and administration of each building shall provide full support behind the discipline procedures and policies recommended by committees of building administrators and bargaining unit members

in each individual building. The committees shall hold their first meeting(s) prior to April 15 of each year. The high school and middle school committees shall include at least three (3) faculty members; the elementary committees shall include at least two (2) faculty members. The administrative makeup shall include each building level principal or designee. The building level administrator(s) will recommend the policies and procedures to the Superintendent. The Superintendent shall recommend said policies and procedures to the Board by its August meeting.

The committee shall also monitor student progress, identify at-risk behavior and make recommendations for intervention.

13.113 Employee Self-Defense

When an assault and/or battery occurs, the employee has the right to defend himself/herself, and/or obtain assistance and the further right to restrain the individual when the individual assaulting is in position to endanger himself/herself and/or others.

13.114 Notice to Principal

The principal should be immediately notified to call the police, parents of the student(s) involved, and the Superintendent. If the principal is not available, an employee may call the police.

13.115 Reports

As soon as possible, the employee will report in writing to the principal and the Superintendent all cases of assault and/or battery suffered by him/her in connection with his/her employment. It shall be the duty of the Superintendent to inform the Board of these cases.

13.116 Removal of Pupils

Any time an employee is a victim of an assault and/or battery by a pupil, the pupil will be immediately removed from the classroom (or extra-curricular activity) and the provisions of the Board's policy on suspension and expulsion shall apply.

13.12 Instructional Materials

The Board shall provide to each employee the materials and supplies required in the employee's daily responsibility, including, but not limited to: paper, construction paper, dry erase markers and erasers, copy of the teacher's edition of all texts used, texts, current periodicals, standard tests and questionnaires, reference books, and other similar tools of the teaching profession.

13.13 Money Collection

An employee shall not be requested nor required to collect money from students for any reason.

13.14 Typing and Copying Equipment

The Superintendent shall provide the following:

1. One (1) xerographic quality copier available per building with priority given to employees' instructional materials; the right of an employee to use the copier and other reproduction machines personally.

13.15 Academic Freedom

The Board agrees that employees should seek to educate students in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality. Academic freedom within the confines of State Law shall be guaranteed to employees in order to create in the classroom an atmosphere of freedom, which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of the facts which stress the interplay of ideas.

13.16 Employee Health and Safety

The Board shall provide a safe and healthful workplace, notify the GEA and employees of all hazards, and correct all hazards as soon as possible. External doors except the designated entranceway (s) in all buildings shall be locked after a reasonable period of time in the A.M. Signs directing visitors to the designated entranceway(s) shall be placed on all external doors. All visitors to the buildings shall report to the office and be given identification badges.

13.161 Medical Procedures

Employees (excluding the school nurse) shall not be required to perform routine or non-routine medical/health related procedures as related to the handicapped conditions of a student. An employee acting in loco parentis and performing in a prudent and reasonable manner shall be indemnified by the Board for such action.

ARTICLE XIV
BOARD'S RIGHTS

Except as expressly limited by this Agreement, nothing herein impairs the right and responsibility of the Board to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of school district operations;
4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Board as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Board as a governmental unit.

ARTICLE XV
GEA RIGHTS

15.01 Lawful Activities

As part of its recognition of the GEA as bargaining agent for the employees identified in this Agreement as employees, the Board agrees not to interfere with the lawful activities of the GEA in its organization efforts, its operation, or in its administration of this Agreement provided that such activities do not conflict with the terms and conditions of this Agreement.

15.02 Fair Share Fee

Any employee who is not a GEA member shall pay to the GEA a fair share fee as a condition of employment and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of the GEA, but subject to the internal rebate procedure required by law.

15.021 Effective Date

This provision shall be effective on the second pay date after the beginning date of employment for employees employed after the effective date of this Agreement.

15.022 Method of Payment

The Board shall deduct the fair share fee from the pay checks of an employee who is not a member of the GEA. The deduction shall be in accordance with the relevant procedures specified in Article IV of this Agreement. The deduction shall commence in accordance with the effective date of this provision unless the Superintendent receives written notice from GEA that such employee has elected another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Superintendent by the GEA.

15.023 Hold Harmless and Indemnification

GEA shall indemnify and hold harmless the Board, its members, and its agents (Board) from and against any claim or liability that may arise out of, or by reason of, any action taken by the Board for the

purpose of complying with this "Fair Share Fee" provision. GEA shall also pay any judgment or settlement achieved in such cases. The GEA shall provide the attorney to represent the Board and GEA in such action; provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives GEA written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board by a non-member for which the indemnification is claimed; provided:

1. The Board agrees to (a) give full and complete cooperation and assistance to the GEA and its counsel at all levels of the proceeding, (b) permit the GEA or its affiliated organizations to intervene as a party if it so desires, and/or (c) to not oppose the GEA or its affiliated organizations' application to file briefs amicus curiae in the action;
2. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

15.03 New Employee Information

The names, addresses, and building assignments of all newly employed employees shall be supplied to the GEA as this information becomes available.

15.04 New Employees

The GEA may sponsor a luncheon for new employees which may be held on the employee orientation day. The Board shall provide time for a GEA meeting for all association members on employee orientation day. The time for such meeting shall be as equally divided as possible between the GEA and the Superintendent.

15.05 Inter-School Mail; Mailboxes

The GEA shall be authorized to use the inter-school mail facilities and the employees' mailboxes.

15.06 Inter-School Telephones

The GEA shall have the right to use inter-school phones for communication with employees throughout the system without the interruption of the instructional time, except in the case of emergency. The Superintendent shall provide directives to assure the privacy of such use. One such phone shall be for the use of the GEA President and shall be located in a place reasonably accessible to the GEA President.

15.07 Bulletin Boards

The GEA shall have the right to use space on a bulletin board in each building for the general use of the GEA. The bulletin board shall be located in an area readily accessible to and normally frequented by employees.

15.08 Lounge/Restroom/Lunchroom

The employees shall be provided an adequate lounge in each building that is kept clean. There should be a facility for faculty lunchroom which may or may not be the same lounge facility. Conferences, meetings and student activities shall not be held in the employees' lounge during school hours. Provisions will be made to insure clean, adequate, and private faculty restrooms that are separate from student facilities. At the high school there shall be a minimum of four (4) separate restrooms for employees.

15.09 Administrative Communications

A copy of any written general communication from the Superintendent or Treasurer's offices directed to all employees of the elementary and/or high school or a building or a department shall be sent to the GEA President or the President-Elect at the time such written communication is distributed to the employees.

15.10 Review of Forms

Any new blank form which is produced locally and which requires the signatures of employees shall be reviewed by the GEA President and/or his/her designee before they are given out to employees.

15.11 Use of School Buildings

The GEA shall be permitted to use school buildings for its official membership and executive committee meetings after school hours, upon approval of the Superintendent, at a time and place that does not interfere with the normal and other scheduled use of such buildings. The Superintendent shall grant the GEA, upon request, permission to hold a meeting that may require up to forty-five minutes at the beginning of the first contractual day of the school year to conduct GEA business.

15.12 Use of School Facilities/Equipment

The GEA has the right to use school facilities and equipment upon approval of the Superintendent.

15.13 Officer Leave

Upon request of the GEA, an employee elected to a state or national office of an affiliated professional organization will be granted an unpaid leave of absence, not to exceed two (2) years.

15.14 Convention Leave

The Superintendent, upon authorization of the GEA President shall approve attendance of GEA members to the OEA convention. A maximum of ten (10) days per school year shall be granted for such leave and shall not be deducted from any other leave as included in this Agreement.

15.15 Right to Representation

If an administrator requests a conference with an employee for the purpose of an investigation which may result in discipline or for the purpose of threatening or announcing any disciplinary action, the administrator shall request the presence of a GEA representative. If the administrator fails to so notify, any resulting disciplinary action shall be void.

15.16 GEA Business on School Property During Workday

Duly authorized representatives of the GEA's respective affiliates shall be permitted to transact official GEA business at an employee's request on school property, provided that the building principal is notified and approves; and such approval shall not be unreasonably denied. This procedure

shall not interfere with the normal classroom teaching except in the case of an emergency.

15.17 Copies of Insurance Policies

An official copy of all insurance policies and contracts (not resumes) carried by the Board for employees shall be available for review by the GEA President or his designee, and copies shall be provided upon request.

15.18 School Directory

Each employee shall be provided an updated directory of the Girard City Schools by September 1.

15.19 Board Minutes, Agenda, and Addendum

The Superintendent will provide the President of the GEA with a copy of the Board's agenda and all enclosures of public record, the same as provided to Board members, at the same time that the Board receives its copy. Any public record of the Board meeting required to be kept under Section 149.43 of the ORC shall be made available to the GEA.

ARTICLE XVI
EFFECTS OF AGREEMENT

16.01 Policies and Practices

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice, then the terms of this Agreement shall prevail.

16.02 Printing and Distribution of Agreement

Within thirty (30) days after this Agreement is signed by the parties, copies shall be printed for distribution by the GEA to all employees. In addition, the GEA and the Board each shall be supplied with an additional twenty-five (25) copies, or more at the expense of the requesting party, for their use. Any subsequent amendment to the Agreement shall be printed and distributed accordingly. The cost of printing shall be borne by the Board. GEA shall be responsible for preparing the final camera-ready copy for printing and will assume any costs incurred thereby.

16.03 Individual Right to be Heard

Any provision of this Agreement will not deny any employee the individual right to be heard through the established channel of the Board.

16.04 Severability

If any provision(s) of this Agreement or any application of this Agreement to any employee or group of employees shall be found to be contrary to any existing state and/or federal laws or subsequently enacted state and/or federal laws, then such provisions or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement.

Any provision found contrary to law shall be bargained with the Association. If agreement cannot be reached within 30 days, such issue shall be submitted to binding arbitration in accordance with Article III, Section 3.034 to reach settlement.

16.05 Supremacy of Agreement

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the provisions of this Agreement.

16.06 No Strike; No Lockout

There shall be no strikes, work stoppage, or interruptions or any impeding of work for the term of this Agreement. No officer or representative of the GEA shall authorize, instigate, and/or condone any such activities. No employee shall participate in any such activities. There shall be no lockouts.

16.07 Non-Discrimination

The Board shall not discriminate against any employee on the basis of race, age, creed, religion, marital status, color, national original, sex, or membership in or association with the GEA.

16.08 No Reprisal

The Board and/or Superintendent agree that there shall be no reprisals of any kind taken against any employee(s) for action taken relative to negotiations, to membership

representation, to holding office in the GEA, or to initiating or participating in the grievance procedure.

16.09 Duration of Agreement

Except as otherwise provided herein, this Agreement shall be effective August 20, 2012 and shall remain in effect until midnight, August 24, 2015, at which time it shall expire.

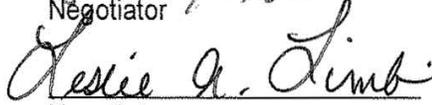
The parties to this Agreement, ratified by both parties, signed this date, August 16, 2012 as witnessed below.

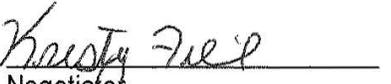
FOR THE GEA


Its President and Chief Negotiator


Negotiator


Negotiator


Negotiator


Negotiator


Negotiator

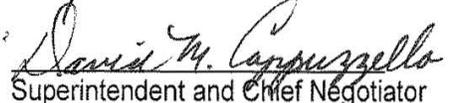

Negotiator


Negotiator

OEA Consultant

FOR THE BOARD


Its President


Superintendent and Chief Negotiator


Treasurer


Negotiator

Negotiator

Negotiator

GIRARD CITY SCHOOL DISTRICT
and
GIRARD EDUCATION ASSOCIATION

GRIEVANCE FORM

NAME OF GRIEVANT: _____

SCHOOL: _____

ASSIGNMENT: _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

A. STATEMENT OF GRIEVANCE, INCLUDING THE ARTICLE/SECTION(S) VIOLATED, MISINTERPRETED, OR MISAPPLIED:

B. RELIEF SOUGHT:

Signature of Grievant or
GEA Representative

Date

APPENDIX B

**GIRARD CITY SCHOOLS
OBSERVATION CHECKLIST**

Employee _____ Date _____
Appraiser _____ Building _____
Date of Observation _____ Time _____

I. Classroom Observation

Teaching Aids Used in Lesson

- | | |
|---------------------------------------|--------------------------|
| _____ Lecture Type | _____ Text |
| _____ Question-Answer Type | _____ Chalkboard |
| _____ Student Reports | _____ Overhead Projector |
| _____ Group Work | _____ Maps |
| _____ Teacher Working with Individual | _____ Record Player |
| _____ Silent Reading | _____ Filmstrip |
| _____ Other | _____ Computer |
| | _____ Other |

S - means Satisfactory NI - means Needs Improvement NA - means Not Applicable

A. Professional Performance

1. Varies method and content to suit individual differences. _____
2. Displays proficiency in grade or subject area. _____
3. Uses appropriate instructional aids, resources, equipment and materials. _____
4. Makes meaningful and reasonable assignments, which are clear, concise and relevant _____
5. Follows current curriculum guides and/or graded courses of study. _____
6. Adopts teaching methods to learning situations. _____
7. Promotes good study and work habits. _____
8. Correlates class lesson with lab assignments. _____
9. Develops functional lesson plans. _____

APPENDIX B

B. Classroom Environment and Management

- 1. Encourages appropriate student participation. _____
- 2. Employs proper safety procedures. _____
- 3. Maintains efficient organization and control of materials, supplies and equipment. _____
- 4. Utilizes bulletin boards and/or displays that are seasonally and/or instructionally appropriate. _____
- 5. Structures a physical classroom environment conducive to learning. _____

II. PROFESSIONAL QUALITIES

- A. Enunciates clearly. _____
- B. Uses proper oral/written English. _____
- C. Demonstrates an active interest in school and professional life. _____
- D. Establishes and maintains effective student - teacher relationships. _____
- E. Establishes and maintains effective parent-teacher relationships. _____
- F. Maintains adequate student records. _____
- G. Demonstrates a positive attitude toward the teaching profession. _____

III. PERSONAL QUALITIES

- A. Demonstrates a well-groomed appearance. _____
- B. Demonstrates self-control and poise. _____

IV. The following areas are evaluated on a day-to-day basis in the school/classroom up to and including the observation date.

- 1. Maintains adequate student supervision. _____
- 2. Knows and follows printed building procedures. _____
- 3. Maintains appropriate student discipline. _____
- 4. Maintains proper care/security of school property. _____
- 5. Is fair, consistent and respectful to staff and students. _____
- 6. Fulfills daily time requirements. _____

APPENDIX B

Comments:

Date Received _____ Employee's Signature _____

Girard City Schools
Observation Checklist
Librarian/Media Center Specialist

Employee _____ Date _____

Appraiser _____ Building _____

Date of Observation _____ Time _____

- | | |
|----------------------------|--------------------|
| I. Observation of Lesson | Teaching Aids Used |
| _____ Lecture type | _____ Computer |
| _____ Question-Answer Type | _____ Overhead |
| _____ Group Work | _____ Smart Board |
| _____ Individual Work | _____ Other |

S = Satisfactory NI= Needs Improvement NA = Not Applicable

II. Professional Performance

- A. Displays proficiency in subject area knowledge. _____
- B. Uses appropriate instructional aids, resources, and materials _____
- C. Makes meaningful assignments which teach students to properly utilize the library/media center _____
- D. Adopts teaching methods to learning situations _____
- E. Creates and implements activities which teach students of the many tools available in the library/media center _____
- F. Varies methods and content of lessons to suit individual student differences _____
- G. Promotes appropriate student behavior and curiosity among students in the library/media center _____

III. ENVIRONMENT

- A. Posts and enforces rules and expectations. _____
- B. Maintains order among students while encouraging appropriate use of library/media center _____
- C. Assures that equipment is in working order and available to students and staff. _____
- D. Keeps the library and storage rooms neat and in order _____
- E. Takes steps to request and recommend that the library/media center is adequately supplied with books, materials, and equipment. _____
- F. Keeps a schedule of classes visiting the library/media center. _____
- G. Structures a physical environment conducive to learning. _____

IV. PROFESSIONAL QUALITIES

- A. Enunciates clearly, using proper oral and written English. _____
- B. Demonstrates an active interest in school and professional life. _____
- C. Seeks and attends professional development. _____
- D. Works cooperatively with the administration and teachers. _____
- E. Establishes and maintains effective student-teacher relationships. _____
- F. Demonstrates a positive attitude toward the education profession and his/her assignment. _____
- G. Uses time wisely to plan and prepare. _____

V. PERSONAL QUALITIES

- A. Demonstrates a well-groomed appearance. _____
- B. Demonstrates self-control and poise _____

APPENDIX B-1

VI. The following areas are evaluated on a day-to-day basis in the school and library/media center up to and including the observation date.

- A. Maintains adequate student supervision. _____
- B. Knows and follows printed building procedures. _____
- C. Maintains appropriate student discipline. _____
- D. Maintains proper care/security of school property. _____
- E. Is fair, consistent, and respectful to staff and students. _____
- F. Fulfills daily time requirements. _____

Comments:

Date Received _____ Employee's Signature _____

Girard City Schools
Observation Checklist
Guidance Counselor

Employee _____ Date _____

Appraiser _____ Building _____

Date of Observation _____ Time _____

S = Satisfactory NI= Needs Improvement NA = Not Applicable

I. Professional Performance

A. Displays proficiency in content area knowledge. _____

B. Uses appropriate resources and materials in presentations to students. _____

C. Is proactive in providing information to students and parents. _____

D. Keeps accurate records, including credit sheets. _____

E. Schedules individual and small group sessions with students. _____

F. Provides students with information regarding curriculum and scheduling. _____

G. Makes changes in student schedules in accordance with school policies and procedures. _____

H. Holds evening programs for parents. _____

I. Assists with school functions for incoming students and with transition activities. _____

J. Creates/Assists with guidance office publications. _____

K. Communicates effectively with students and parents orally and in writing. _____

APPENDIX B-2

II. ENVIRONMENT

- A. Posts and enforces rules and expectations. _____
- B. Maintains order among students while encouraging appropriate use of guidance services. _____
- C. Assures that equipment is in working order and available to students and staff. _____
- D. Takes steps to assure that the guidance office presents a safe and secure atmosphere. _____
- E. Takes steps to request and recommend that the guidance office is adequately supplied with books, materials, and equipment. _____
- F. Keeps a record of student and parent visits. _____
- G. Adheres to confidentiality standards. _____

III. PROFESSIONAL QUALITIES

- A. Enunciates clearly, using proper oral and written English. _____
- B. Demonstrates an active interest in school and professional life. _____
- C. Seeks and attends professional development. _____
- D. Works cooperatively with the administration and teachers. _____
- E. Establishes and maintains effective student-teacher relationships. _____
- F. Demonstrates a positive attitude toward the education profession and his/her assignment. _____
- G. Uses time wisely to plan and prepare. _____

APPENDIX B-2

IV. PERSONAL QUALITIES

A. Demonstrates a well-groomed appearance. _____

B. Demonstrates self-control and poise _____

V. The following areas are evaluated on a day-to-day basis in the school up to and including the observation date.

A. Maintains adequate student supervision. _____

B. Knows and follows printed building procedures. _____

C. Maintains appropriate student discipline. _____

D. Maintains proper care/security of school property. _____

E. Is fair, consistent, and respectful to staff and students. _____

F. Fulfills daily time requirements. _____

Comments:

Date Received _____ Employee's Signature _____

GIRARD CITY SCHOOLS
ATHLETIC DEPARTMENT

HEAD COACHES EVALUATION FORM

School _____ Sport _____
Coach _____ Date _____

The following evaluation on a head coach shall be completed at the end of his/her season. A rating of **unsatisfactory** in any category is a serious concern and may be grounds for:

- Written recommendations for improvement
- Job targets
- Non-renewal
- Dismissal

S = Satisfactory NI= Needs Improvement NA = Not Applicable

PROFESSIONAL AND PERSONAL RELATIONS

1. Rapport with players:
 - Is positive in critiquing players _____
 - Stresses self-worth and praises effort _____
 - Relates well one on one _____
 - Relates well with the team as a whole _____

2. Rapport with parents:
 - Communicates rules and regulations _____
 - Communicates in a proactive manner _____
 - Communicates professionally in a positive manner _____

3. Rapport with administration and athletic director:
 - Communicates needs, concerns and expectations _____
 - Follows board of education, school, and athletic policies and procedures _____
 - Adheres to stated procedures and chain of command _____

4. Command respect by example:
 - In appearance _____
 - In manners _____
 - In behavior _____
 - In language _____

APPENDIX B-3

- 5. Is open and receptive to constructive criticism _____
- 6. Demonstrates good rapport and communicates with
teacher and other coaches _____

Evaluator's Comments: _____

Coach's Comments: _____

RELATED RESPONSIBILITIES

- 1. Attending meetings:
 - Athletic Council meetings _____
 - Booster Club meetings _____
 - State rules interpretation meeting _____
 - Conference workshops _____

- 2. Compliance with deadlines:
 - Budget requests _____
 - Booster requests _____
 - Equipment inventory _____
 - Eligibility lists _____
 - Team rosters _____
 - Practice schedule _____
 - Seasonal summary / awards report _____
 - Physical cards / insurance waiver / emergency medical _____

- 3. Takes steps to increase the number of participants _____

- 4. Encourages athletes to participate in other activities:
 - Supports other programs _____
 - Creative, cooperative and flexible schedule of non-seasonal practices _____

- 5. Demonstrates responsibility for equipment and facilities _____

- 6. Cooperative in sharing facilities _____

- 7. Keeps the athletic director and administration informed about unusual circumstances _____

- 8. Notifies media and colleges of individual and team achievements _____

Evaluator's Comments: _____

Coach's Comments: _____

COACHING PERFORMANCE

- 1. Demonstrates thorough knowledge of his/her sport _____
- 2. Keeps abreast of new trends in his/her sport or particular area _____
- 3. Demonstrates a well organized program _____
- 4. Teaches techniques and strategies effectively _____

Evaluator's Comments: _____

Coach's Comments: _____

APPENDIX B-3

5. Provides proper supervision of athletes under his/her direction before, during, and after practices, games, and events _____

6. Has individual and team discipline control _____

7. Is fair and consistent when enforcing rules and regulations _____

Evaluator's Comments: _____

Coach's Comments: _____

8. Develops and implements a system and a philosophy within his/her total program _____

9. Directs and delegates appropriate responsibilities to assistants _____

10. Assures that assistants comply with responsibilities, policies, and procedures _____

Evaluator's Comments: _____

Coach's Comments: _____

APPENDIX B-3

11. Program demonstrates progress _____

12. Uses all ethical means of motivation and emphasizes values of competition and personal behavior _____

Evaluator's Comments: _____

Coach's Comments: _____

Coach's Signature

Date

Evaluator's Signature

Date

Athletic Director

Date

GIRARD CITY SCHOOLS
ATHLETIC DEPARTMENT

ASSISTANT COACHES EVALUATION

SPORT _____ HEAD COACH _____

ASSISTANT COACH _____ POSITION _____

Number of years coaching in this assignment ____ Number of years coaching in the GCSD ____

S = Satisfactory NI= Needs Improvement NA = Not Applicable

- 1. Loyalty to head coach and system _____
- 2. Knowledge of sport _____
- 3. Teaching ability _____
- 4. Ability to motivate _____
- 5. Intensity of interest in coaching this sport _____
- 6. Rapport between coach and rest of staff _____
- 7. Performs duties assigned by the head coach _____
- 8. Attends meetings _____
- 9. Care of equipment _____
- 10. Supervision of players in locker room and other areas _____
- 11. Does paperwork in a timely manner _____
- 12. Coach's behavior and demeanor is an example to players _____
- 13. Follows school and board policies _____
- 14. Goes beyond expectations _____

General evaluation of this coach by:

Head Coach _____

COMMENTS: _____

The coach's signature indicates only that all phases of the appraisal have been conducted with the full knowledge of the coach

Head Coach's Signature: _____ Date: _____

Assistant Coach's Signature: _____ Date: _____

Athletic Director's Signature: _____ Date: _____

Check One:

_____ Successful: To be recommended for continued assignment

_____ Needs Improvement: To be recommended for re-assignment,
provided an understanding can be reached
in areas where improvement is suggested

GIRARD CITY SCHOOLS

SUPPLEMENTAL / NON-ATHLETIC EVALUATION

Employee: _____ Date: _____

Appraiser: _____ Building: _____

S = Satisfactory NI= Needs Improvement NA = Not Applicable

A. PROFESSIONAL PERFORMANCE

- 1. Displays proficiency in knowledge of the supplemental content _____
- 2. Is able to do multiple tasks at the same time _____
- 3. Follows current guidelines for supplemental duties _____
- 4. Is able to maintain complete confidentiality _____
- 5. Is able to work pleasantly with the public and staff _____
- 6. Is professional in dress and conduct _____
- 7. Uses time wisely to perform supplemental duties _____

B. MANAGEMENT

- 1. Employs appropriate safety procedures _____
- 2. Orders, organizes, and controls materials, supplies, and equipment _____
- 3. Maintains a calendar of events for the school year _____
- 4. Shares the information of events with the principal _____
- 5. Establishes a list of students who participate in the supplemental activity and gives a copy to the principal _____
- 6. Compiles and completes pre-activity budget form in the spring _____
- 7. Completes fundraising projection and summary forms for each fundraiser _____
- 8. Maintains and screens all applicants for the supplemental _____

C. PROFESSIONAL QUALITIES

- 1. Uses adequate oral and written communications _____
- 2. Establishes and maintains effective student-teacher relationships _____
- 3. Establishes and maintains effective teacher-administrator relationships _____
- 4. Establishes and maintains effective teacher-teacher relationships _____
- 5. Demonstrates a positive attitude _____

D. PERSONAL QUALITIES

- 1. Demonstrates a well-groomed appearance _____
- 2. Demonstrates self-control _____
- 3. Maintains proper care and security of school property _____
- 4. Is consistent, fair, and respectful to students _____
- 5. Is respectful to other staff and keeps them informed _____
- 6. Fulfills daily time requirements _____
- 7. Maintains current job duties in an efficient manner _____
- 8. Performs such other duties as assigned by the principal _____

Please rate the employee named above with regard to fulfilling the supplemental contract, per job description for the position assigned.

S = Satisfactory NI = Needs Improvement U =Unsatisfactory

Please list any area(s) of responsibility where improvement is needed and your suggestions as to how that improvement is to be made.

- 1.

- 2.

- 3.

If the employee did an unsatisfactory job fulfilling the terms of the supplemental contract, state why his/her performance was unsatisfactory.

Signature of Employee

Date

Signature of Evaluator

Date

GIRARD CITY SCHOOL DISTRICT

EVALUATION FOR NURSE

Employee: _____ Date: _____

Appraiser: _____ Building: _____

Date of Observation: _____ Time: _____

S = Satisfactory NI= Needs Improvement NA = Not Applicable

A. PROFESSIONAL PERFORMANCE

- 1. Displays proficiency in school health care _____
- 2. Follows Board policies and school procedures _____
- 3. Uses appropriate resources, equipment, and materials _____
- 4. Promotes healthy habits to students and staff _____
- 5. Participates in the MFE process _____
- 6. Participates in the registration process and screening of students as directed _____
- 7. Demonstrates proficiency in first aid procedures _____
- 8. Demonstrates knowledge of health and safety regulations _____
- 9. Communicates health needs of students to staff _____
- 10. Communicates with the administration _____
- 11. Communicates with parents as necessary _____
- 12. Keeps a daily log of student/staff visits to the clinic, the reason for said visits, action taken, and the result(s) of said visits _____
- 13. Appraises student health _____
- 14. Carries out the administration of Standing Orders of the school physician _____
- 15. Administers prescribed medications to students per doctor's orders _____
- 16. Keeps accurate records and submits report to administration _____
- 17. Files state reports regarding immunization of all new students _____
- 18. Assists with physical exams for athletes _____
- 19. Provides in-service as requested by the administration _____
- 20. Fulfills time commitment _____

B. OFFICE ENVIRONMENT AND MANAGEMENT

- 1. Assures that office is safe and secure _____
- 2. Maintains control of students in the office _____
- 3. Employs proper safety procedures _____
- 4. Maintains efficient organization and control of materials, supplies, and equipment _____
- 5. Utilizes bulletin boards and displays that are appropriate _____
- 6. Orders supplies, materials, and equipment as necessary _____
- 7. Reports problems with the office and equipment to the administration _____

C. PROFESSIONAL QUALITIES

- 1. Enunciates clearly _____
- 2. Uses proper oral/written English _____
- 3. Demonstrates an active interest in school and professional life _____
- 4. Establishes and maintains effective relationships with students _____
- 5. Establishes and maintains effective relationships with parents and staff _____
- 6. Demonstrates a positive attitude toward education and the health profession _____

D. PERSONAL QUALITIES

- 1. Demonstrates a well-groomed appearance _____
- 2. Demonstrates self-control and poise _____

Comments:

Appraiser's Signature

Date

Employee's Signature

Date

**GIRARD CITY SCHOOLS
APPRAISAL REPORT**

Name _____ Subject / Grade _____ Date _____

Appraiser _____ Building _____

Date of Observation # 1 _____ Time _____

Date of Observation # 2 _____ Time _____

Other observations (date and time) _____

Appraiser's Comments:

Appraiser's Recommendations:

APPENDIX D-1

GIRARD CITY SCHOOLS SALARY SCHEDULE - 2012-2013

0.0%

<u>STEP</u>	<u>NON</u>	<u>BACH</u>	<u>BS+15</u>	<u>MASTERS</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>
0	\$25,990.06 0.8600	\$30,221.00 1.0000	\$31,732.05 1.0500	\$33,243.10 1.1000	\$34,754.15 1.1500	\$36,265.20 1.2000	\$37,776.25 1.2500
1	27,198.90 0.9000	31,792.49 1.0520	33,424.43 1.1060	35,056.36 1.1600	36,627.85 1.2120	38,199.34 1.2640	39,770.84 1.3160
2	28,407.74 0.9400	33,363.98 1.1040	35,116.80 1.1620	36,869.62 1.2200	38,501.55 1.2740	40,133.49 1.3280	41,765.42 1.3820
3	29,616.58 0.9800	34,935.48 1.1560	36,809.18 1.2180	38,682.88 1.2800	40,375.26 1.3360	42,067.63 1.3920	43,760.01 1.4480
4	30,825.42 1.0200	36,506.97 1.2080	38,501.55 1.2740	40,496.14 1.3400	42,248.96 1.3980	44,001.78 1.4560	45,754.59 1.5140
5	32,034.26 1.0600	38,078.46 1.2600	40,193.93 1.3300	42,309.40 1.4000	44,122.66 1.4600	45,935.92 1.5200	47,749.18 1.5800
6	33,243.10 1.1000	39,649.95 1.3120	41,886.31 1.3860	44,122.66 1.4600	45,996.36 1.5220	47,870.06 1.5840	49,743.77 1.6460
7	34,451.94 1.1400	41,221.44 1.3640	43,578.68 1.4420	45,935.92 1.5200	47,870.06 1.5840	49,804.21 1.6480	51,738.35 1.7120
8	35,660.78 1.1800	42,792.94 1.4160	45,271.06 1.4980	47,749.18 1.5800	49,743.77 1.6460	51,738.35 1.7120	53,732.94 1.7780
9	36,869.62 1.2200	44,364.43 1.4680	46,963.43 1.5540	49,562.44 1.6400	51,617.47 1.7080	53,672.50 1.7760	55,727.52 1.8440
10	38,078.46 1.2600	45,935.92 1.5200	48,655.81 1.6100	51,375.70 1.7000	53,491.17 1.7700	55,606.64 1.8400	57,722.11 1.9100
11	39,287.30 1.3000	47,507.41 1.5720	50,348.19 1.6660	53,188.96 1.7600	55,364.87 1.8320	57,540.78 1.9040	59,716.70 1.9760
12		49,078.90 1.6240	52,040.56 1.7220	55,002.22 1.8200	57,238.57 1.8940	59,474.93 1.9680	61,711.28 2.0420

APPENDIX D-1

GIRARD CITY SCHOOLS SALARY SCHEDULE - 2012-2013

<u>STEP</u>	<u>NON</u>	<u>BACH</u>	<u>BS+15</u>	<u>MASTERS</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>
13		50,650.40 1.6760	53,732.94 1.7780	56,815.48 1.8800	59,112.28 1.9560	61,409.07 2.0320	63,705.87 2.1080
14		52,221.89 1.7280	55,425.31 1.8340	58,628.74 1.9400	60,985.98 2.0180	63,343.22 2.0960	65,700.45 2.1740
15	42,309.40 1.4000	54,397.80 1.8000	57,722.11 1.9100	60,442.00 2.0000	62,859.68 2.0800	65,277.36 2.1600	67,695.04 2.2400
18	43,880.89 1.4520	55,969.29 1.8520	59,414.49 1.9660	62,255.26 2.0600	64,733.38 2.1420	67,211.50 2.2240	69,689.63 2.3060
22	45,452.38 1.5040	57,540.78 1.9040	61,106.86 2.0220	64,068.52 2.1200	66,607.08 2.2040	69,145.65 2.2880	71,684.21 2.3720
27	47,023.88 1.5560	59,112.28 1.9560	62,799.24 2.0780	65,881.78 2.1800	68,480.79 2.2660	71,079.79 2.3520	73,678.80 2.4380

APPENDIX D-2

GIRARD CITY SCHOOLS SALARY SCHEDULE - 2013-2014

1.5%

<u>STEP</u>	<u>NON</u>	<u>BACH</u>	<u>BS+15</u>	<u>MASTERS</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>
0	\$26,379.64 0.8600	\$30,674.00 1.0000	\$32,207.70 1.0500	\$33,741.40 1.1000	\$35,275.10 1.1500	\$36,808.80 1.2000	\$38,342.50 1.2500
1	27,606.60 0.9000	32,269.05 1.0520	33,925.44 1.1060	35,581.84 1.1600	37,176.89 1.2120	38,771.94 1.2640	40,366.98 1.3160
2	28,833.56 0.9400	33,864.10 1.1040	35,643.19 1.1620	37,422.28 1.2200	39,078.68 1.2740	40,735.07 1.3280	42,391.47 1.3820
3	30,060.52 0.9800	35,459.14 1.1560	37,360.93 1.2180	39,262.72 1.2800	40,980.46 1.3360	42,698.21 1.3920	44,415.95 1.4480
4	31,287.48 1.0200	37,054.19 1.2080	39,078.68 1.2740	41,103.16 1.3400	42,882.25 1.3980	44,661.34 1.4560	46,440.44 1.5140
5	32,514.44 1.0600	38,649.24 1.2600	40,796.42 1.3300	42,943.60 1.4000	44,784.04 1.4600	46,624.48 1.5200	48,464.92 1.5800
6	33,741.40 1.1000	40,244.29 1.3120	42,514.16 1.3860	44,784.04 1.4600	46,685.83 1.5220	48,587.62 1.5840	50,489.40 1.6460
7	34,968.36 1.1400	41,839.34 1.3640	44,231.91 1.4420	46,624.48 1.5200	48,587.62 1.5840	50,550.75 1.6480	52,513.89 1.7120
8	36,195.32 1.1800	43,434.38 1.4160	45,949.65 1.4980	48,464.92 1.5800	50,489.40 1.6460	52,513.89 1.7120	54,538.37 1.7780
9	37,422.28 1.2200	45,029.43 1.4680	47,667.40 1.5540	50,305.36 1.6400	52,391.16 1.7080	54,477.02 1.7760	56,562.86 1.8440
10	38,649.24 1.2600	46,624.48 1.5200	49,385.14 1.6100	52,145.80 1.7000	54,292.98 1.7700	56,440.16 1.8400	58,587.34 1.9100
11	39,876.20 1.3000	48,219.53 1.5720	51,102.88 1.6660	53,986.24 1.7600	56,194.77 1.8320	58,403.30 1.9040	60,611.82 1.9760
12		49,814.58 1.6240	52,820.63 1.7220	55,826.68 1.8200	58,096.56 1.8940	60,366.43 1.9680	62,636.31 2.0420

APPENDIX D-2

GIRARD CITY SCHOOLS SALARY SCHEDULE - 2013-2014

<u>STEP</u>	<u>NON</u>	<u>BACH</u>	<u>BS+15</u>	<u>MASTERS</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>
13		51,409.62 1.6760	54,538.37 1.7780	57,667.12 1.8800	59,998.34 1.9560	62,329.57 2.0320	64,660.79 2.1080
14		53,004.67 1.7280	56,256.12 1.8340	59,507.56 1.9400	61,900.13 2.0180	64,292.70 2.0960	66,685.28 2.1740
15	42,943.60 1.4000	55,213.20 1.8000	58,587.34 1.9100	61,348.00 2.0000	63,801.92 2.0800	66,255.84 2.1600	68,709.76 2.2400
18	44,538.65 1.4520	56,808.25 1.8520	60,305.08 1.9660	63,188.44 2.0600	65,703.71 2.1420	68,218.98 2.2240	70,734.24 2.3060
22	46,133.70 1.5040	58,403.30 1.9040	62,022.83 2.0220	65,028.88 2.1200	67,605.50 2.2040	70,182.11 2.2880	72,758.73 2.3720
27	47,728.74 1.5560	59,998.34 1.9560	63,740.57 2.0780	66,869.32 2.1800	69,507.28 2.2660	72,145.25 2.3520	74,783.21 2.4380

APPENDIX D-3

GIRARD CITY SCHOOLS SALARY SCHEDULE - 2014-2015

1.5%

<u>STEP</u>	<u>NON</u>	<u>BACH</u>	<u>BS+15</u>	<u>MASTERS</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>
0	\$26,775.21 0.8600	\$31,134.00 1.0000	\$32,690.70 1.0500	\$34,247.40 1.1000	\$35,804.10 1.1500	\$37,360.80 1.2000	\$38,917.50 1.2500
1	28,020.60 0.9000	32,752.97 1.0520	34,434.20 1.1060	36,115.44 1.1600	37,734.41 1.2120	39,353.38 1.2640	40,972.34 1.3160
2	29,265.96 0.9400	34,371.94 1.1040	36,177.71 1.1620	37,983.48 1.2200	39,664.72 1.2740	41,345.95 1.3280	43,027.19 1.3820
3	30,511.32 0.9800	35,990.90 1.1560	37,921.21 1.2180	39,851.52 1.2800	41,595.02 1.3360	43,338.53 1.3920	45,082.03 1.4480
4	31,756.68 1.0200	37,609.87 1.2080	39,664.72 1.2740	41,719.56 1.3400	43,525.33 1.3980	45,331.10 1.4560	47,136.88 1.5140
5	33,002.04 1.0600	39,228.84 1.2600	41,408.22 1.3300	43,587.60 1.4000	45,455.64 1.4600	47,323.68 1.5200	49,131.72 1.5800
6	34,247.40 1.1000	40,847.81 1.3120	43,151.72 1.3860	45,455.64 1.4600	47,385.95 1.5220	49,316.26 1.5840	51,246.56 1.6460
7	35,492.76 1.1400	42,466.78 1.3640	44,895.23 1.4420	47,323.68 1.5200	49,316.26 1.5840	51,308.83 1.6480	53,301.41 1.7120
8	36,738.12 1.1800	44,085.74 1.4160	46,638.73 1.4980	49,191.72 1.5800	51,246.56 1.6460	53,301.41 1.7120	55,356.25 1.7780
9	37,983.48 1.2200	45,704.71 1.4680	48,382.24 1.5540	51,059.76 1.6400	53,176.87 1.7080	55,293.98 1.7760	57,411.10 1.8440
10	39,228.84 1.2600	47,323.68 1.5200	50,125.74 1.6100	52,927.80 1.7000	55,107.18 1.7700	57,286.56 1.8400	59,465.94 1.9100
11	40,474.20 1.3000	48,942.65 1.5720	51,869.24 1.6660	54,795.84 1.7600	57,037.49 1.8320	59,279.14 1.9040	61,520.78 1.9760
12		50,561.62 1.6240	53,612.75 1.7220	56,663.88 1.8200	58,967.80 1.8940	61,271.71 1.9680	63,575.63 2.0420

APPENDIX D-3

GIRARD CITY SCHOOLS SALARY SCHEDULE - 2011-2012

<u>STEP</u>	<u>NON</u>	<u>BACH</u>	<u>BS+15</u>	<u>MASTERS</u>	<u>MS+15</u>	<u>MS+30</u>	<u>MS+45</u>
13		52,180.58 1.6760	55,356.25 1.7780	58,531.92 1.8800	60,898.10 1.9560	63,264.29 2.0320	65,630.47 2.1080
14		53,799.55 1.7280	57,099.76 1.8340	60,399.96 1.9400	62,828.41 2.0180	65,256.86 2.0960	67,685.32 2.1740
15	43,587.60 1.4000	56,041.20 1.8000	59,465.94 1.9100	62,268.00 2.0000	64,758.72 2.0800	67,249.44 2.1600	69,740.16 2.2400
18	45,206.57 1.4520	57,660.17 1.8520	61,209.44 1.9660	64,136.04 2.0600	66,689.03 2.1420	69,242.02 2.2240	71,795.00 2.3060
22	46,825.54 1.5040	59,279.14 1.9040	62,952.95 2.0220	66,004.08 2.1200	68,619.34 2.2040	71,234.59 2.2880	73,849.85 2.3720
27	48,444.50 1.5560	60,898.10 1.9560	64,696.45 2.0780	67,872.12 2.1800	70,549.64 2.2660	73,227.17 2.3520	75,904.69 2.4380

APPENDIX E

SALARY SCHEDULE INDEX 2012-2015

SUPPLEMENTAL DUTIES

(Based on Step 1 of Bachelor's Column)

A. <u>ATHLETIC POSITIONS:</u>	<u>INDEX</u>
Head Football Coach	.231
Assistant Football Coach (6)	.144
Junior High Football Coach (4)	.072
Head Boys Basketball Coach	.231
Assistant Boys Basketball Coach (3)	.144
Head Girls Basketball Coach	.231
Assistant Girls Basketball Coach (2) +(1)** 9th Gr.	.144
Junior High Boys Basketball (2)	.072
Junior High Girls Basketball (2)	.072
4 th - 6 th Boys Basketball Organizer	.0425
4 th - 6 th Girls Basketball Organizer	.0425
Head Baseball Coach	.144
Assistant Baseball Coach (2)	.085
Head Softball Coach	.144
Assistant Softball Coach (2)	.085
Head Track Coach	.175
Assistant Boys/Girls Track Coach (1)	.110
Assistant Varsity Track Coach (1)	.085
Assistant Track Coach (2)	.0375
Junior High Track Coach (2)	.0425**
Head Wrestling Coach	.144
Junior High Wrestling	.0425**
Assistant Wrestling Coach	.085
Cross Country Coach	.110
Assistant Cross Country Coach	.025
Junior High Cross Country	.050**
Golf Coach	.085
Head Volleyball Coach	.144
Assistant Volleyball Coach	.085
Junior High Volleyball (2)	.0425
Head Girls Soccer Coach	.144
Assistant Girls Soccer Coach	.072**
Head Bowling Coach	\$1,000
Assistant Bowling Coach	\$500
Head Cheerleading Coach	.120
Assistant Cheerleading Coach (2)	.050
Strength & Conditioning Coach	\$15.00 per hour up to 400 hours

APPENDIX E

*** Number of Supplemental Contracts Held by One Bargaining Member**

Any limit on the number of supplemental contracts held by one bargaining unit member shall be determined through the evaluation process except as follows. If a bargaining unit member applies for two or more athletic positions in the same sport season or applies for more than three supplemental positions whose activities run concurrently, the principal shall use his/her discretion in recommending a candidate for the position.

**The position will be filled when there is sufficient student participation.

B. Other Positions

Band Director	.170
Assistant Band Director	.082
Summer Band Camp Director	\$18.00 per hour up to 100 hours
Vocal Music Director	.075
Yearbook Advisor	.134
Assistant Yearbook Advisor	.020
Head Speech Coach	.123
Assistant Speech Coach (3)	.059
Dramatics Director	.101
Prep Bowl Advisor (3)	.045
Science Olympiad Advisor (1)	.055
Key Club Advisor	.020
Builders Club Advisor	.020
Student Council Advisor	.020
BETA Club Advisor	.025
National Honor Society Advisor	.046
Senior Class Advisor	.046
Junior Class Advisor	.046
9 th /10 th Grade Class Advisor	.020
Website Coordinator	.035
Breakfast Duty (3)	.027
(one at each school that has a breakfast program)	
Detention Supervision (3)	\$22.00/Hr. 2012 – 2013 \$23.00/Hr. 2013 – 2014 \$24.00/Hr. 2014 – 2015
Robotics Advisor (2)	.072
Assistant Robotics Advisor	.042
First Lego League Advisor (1)	.0202-.027

APPENDIX E

High Schools That Work Coordinator	\$900***
Making Middle Grades Work Coordinator	\$600***
Safe and Drug-Free School Coordinator***	

*** Positions will only be filled when grants to fund positions are approved and received by the District. The amount for the Safe & Drug-Free Coordinator’s position will be determined by the amount awarded in the grant.

GIRARD CITY SCHOOLS
ABSENCE REPORT OF EMPLOYEES

Name _____ Date Submitted ____/____/____

Building _____

I hereby request _____ day(s) of sick leave.

Start Date ____/____/____ End Date ____/____/____

Reason For Absence (must check one):

- _____ 1. Personal Illness _____ 2. Pregnancy
- _____ 3. Personal Injury _____ 4. Exposure To Contagious Disease
- _____ 5. Illness/Injury To Immediate Family:

Name _____ Relationship _____

_____ 6. Bereavement:

Name _____ Relationship _____

I swear or affirm that the above statements are true.

Signature: _____

PHYSICIAN'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LICENSED PHYSICIAN AND THAT THE USE OF SICK LEAVE DESCRIBED ABOVE IS JUSTIFIED, IN MY OPINION, AND THAT THE PERSON INVOLVED, WHO WAS UNDER MY PROFESSIONAL CARE, IS NOW DEEMED FIT TO RETURN TO WORK, EFFECTIVE ____/____/____

Physician Signature: _____ Date ____/____/____

Address/Phone _____

ADMINISTRATIVE ACTION

- _____ Recommended _____ Approved
- _____ Not Recommended _____ Disapproved
- _____ Principal/Supervisor _____ Superintendent