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## **ARTICLE 1. RECOGNITION**

- A. The Garfield Local School District Board of Education (hereinafter referred to as the "Board") recognizes the Garfield Education Association (hereinafter collectively referred to as the Association"), an affiliate of the Ohio Education Association and the National Education Association, as the exclusive representative of all bargaining unit members as defined in Section B, below.

The purpose of such recognition shall be to bargain collectively as defined in ORC 4117, unless the parties agree otherwise as set forth in this collective bargaining agreement.

A bargaining unit member, hereinafter referred to as "teacher", shall be afforded the right to be represented by an Association representative at any meeting concerning a term or condition of employment.

- B. The bargaining unit shall include all teachers including counselors, instructors, librarians, monitors, psychologists, speech therapists, and tutors, except casual employees, substitute teachers and all Supervisors and Management Level employees as defined in ORC 4117.01 (F) and (K), respectively.

"Casual Employee" shall be defined as a person who is employed at uncertain times or irregular intervals.

"Supervisors and Management Level Employees" shall be defined as Superintendents, Directors, Principals, Assistant Principals, Certified District Supervisors, Administrative Coordinators or any other certificated employee who has authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other certificated employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment, provided; however, certificated employees who are Department Chairpersons, Consulting Teachers or Athletic Directors shall not be deemed Supervisors, but shall be members of the Association's bargaining unit.

No teacher as defined in ORC 3319.09 shall be designated as a Supervisor or a Management Level employee unless he/she is employed under a contract governed by ORC 3319.011 or 3319.22, and:

1. Is assigned to a position for which a certificate is required by ORC 3319.22 (E), (F), (G), (H), (J), (L), and (M).
2. Is a Supervisor certified under ORC 3319.22 (I).

- C. Recognition of the Association as the exclusive representative of members of the above-defined bargaining unit shall be for the term of this written Contract, without challenge, as provided for in ORC 4117.04 (A) and 4117.05 (B); and will continue, thereafter, until a challenging employee organization is legally successful in gaining exclusive representation rights, as provided for and in strict compliance with provisions set forth in ORC 4117.05 and 4117.07.

**ARTICLE 2. NEGOTIATIONS PROCEDURE**

**A. INITIATION**

- 1. All requests for negotiations shall be made in writing. Requests initiated by the Association shall be directed to the Superintendent acting as the representative of the Board. Requests initiated by the Board shall be directed from the Superintendent to the Association President. All such requests shall be made by March 1. The written request for professional negotiations shall include:
  - a. Date of writing.
  - b. Statement of purpose of meeting.
  - c. Name, address, and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time, place, and date for the initial negotiations meeting or request to extend negotiation start date.
- 2. A written reply shall be sent by the receiving party by March 15 to the official representative of the requesting party. This communiqué shall include:
  - a. Date of writing.
  - b. Recognition of request for a professional negotiations meeting.
  - c. Time, place, and date of a mutually agreeable initial negotiations meeting or request to extend negotiation start date.
- 3. The parties shall consider use of interest based bargaining. Should the parties agree to use interest based bargaining, ground rules will be established at that time.

Negotiations shall begin by March 30 unless mutually agreed by the parties.

## B. NEGOTIATIONS SESSIONS

1. The first negotiations session shall be held by March 30 unless mutually agreed.
2. The parties shall exchange complete written proposals, if any are to be submitted.
3. Prior to the end of any session, a mutually agreeable time, place, and date shall be established for the subsequent negotiations session. The parties should attempt not to schedule sessions during the school day, unless circumstances agreed to by the parties necessitate otherwise.
4. Either team may call for a caucus at any time. If it appears to either team that the caucus will extend beyond thirty (30) minutes, they shall notify the other party.
5. Prior to and during the period of the negotiations meetings, the Board and the Association agree to provide to the other, upon written request and in a reasonable time period, essential information available concerning financial resources of the District, and such other information as will be in the best interest of all parties concerned with a quality education program.
6. Members of the respective negotiations teams have the power and authority to negotiate; that is, to make proposals, consider proposals, and make concessions in the course of discussion.
7. All sessions of negotiations shall be in "good faith". "Good faith" negotiations, as provided for in this Agreement, include, but are not limited to: reasonable positions on issues, and indicated willingness to reach agreement thereon; a search for counter proposals to proposals not accepted; and refraining from unexplained change in position and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal, or require the making of a concession.
8. While negotiations are in progress, news releases shall be made only with the mutual agreement of the negotiations teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release. Communications by the teams to their respective party shall not be considered a violation of this clause.
9. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

10. When tentative agreement is reached on an item under discussion, it shall be reduced to writing and be initialed by a representative of each party.

### C. AGREEMENT

1. When tentative agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association for ratification; and then to the Board, at its next regular or special Board meeting for adoption. Both teams shall recommend and urge approval of their respective group's. Balloting shall be in accordance with ORC 4117.
2. The final written Agreement will contain the following:
  - a. Terms of the provision.
  - b. Effective date of the provision.
3. When approved by both parties, it shall be signed by their respective presidents and negotiations teams and the Board vote shall be entered into the official minutes of the Board. Thereupon, the Board shall initiate any changes in Board policy to reflect the provisions of this Agreement. When applicable, provisions will be reflected in the individual contract or statement of conditions of service, as submitted to members of the bargaining unit.
4. It shall be the responsibility of the Association to compile and print the negotiated Agreement and to provide copies for all Board members, the Superintendent, the Treasurer, all teachers, and Building Principals. The cost shall be equally shared by the Board and the Association. Additional copies requested by either party shall be paid for by the requesting party.

### D. DISAGREEMENT

1. Federal Mediation: If agreement is not reached twenty (20) days prior to the expiration of the Agreement, either party may submit a request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the mediator. The mediator shall only have the authority to assist the parties in reaching an agreement.
2. If the FMCS cannot supply a mediator, the mediator shall be selected through the American Arbitration Association pursuant to its rules. Any mediator so chosen shall only have the authority to assist the parties in reaching an agreement.

3. If there are any costs incurred during mediation, they shall be shared equally by the Board and the Association.

E. NO REPRISAL

Representatives of the Board and the Association shall participate in negotiations freely without fear of penalty, reprisal, or recrimination.

F. AMENDMENTS

1. Any agreement on amendments to this Agreement shall be in writing and binding for the duration of this Master Agreement.
2. Amendments will be developed by the negotiations teams of each party and shall require the Board and the Association's approval before signing.

**ARTICLE 3. INDIVIDUAL RIGHTS**

- A. Members of the instructional staff are entitled to full rights of citizenship regardless of race, color, creed or place of origin.
- B. Members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.
- C. Members of the instructional staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline, so long as it does not interfere with classroom instruction.
- D. The parties recognize the faculty and students' rights concerning academic freedom. Thus, the teacher is recognized as the expert in the classroom and has the right to vary preparation and presentations so long as course of study guidelines are followed.

Each teacher shall keep a record of objectives taught in each subject on the course of study check list or in his/her lesson plans. A copy of this check list or lesson plans incorporating content standards (teacher shall determine whether to submit the checklist or the lesson plans) shall be turned in weekly. This may be done electronically. The Association and the Administration will discuss in LMC the best method(s) of providing for electronic submittal of checklists and/or lesson plans.

Each teacher shall have a lesson plan for every lesson. The Administration may check with a teacher to verify that such a plan exists.

Copies of the teacher's plans shall be kept in the classroom to be made available to substitute teachers.

- E. Members of the instructional staff, the Board, and Administration shall abide by negotiated and Board-adopted policies and by provisions in individual instructional staff members' contracts.
- F. Individuals have the right to join any professional association.
- G. Each building shall have an appropriately furnished faculty workroom. Each workroom shall be equipped with table(s), refrigerator, chairs, and a telephone extension that provides privacy restriction and allows for local calls. Long distance calls may be made from this phone, teachers are urged to use their personal phone card. Teachers shall pay for personal long distance calls.
- H. Teachers in each building have access to copy equipment, a paper cutter and a computer.
- I. Each teacher shall be provided a key to all classroom(s) they use during the school year. The keys are to be turned in at the end of the school year, unless otherwise approved by the Principal.
- J. Teachers will be given grade books and lesson plan books, if requested. For the first three (3) weeks of summer vacation, the current grade book will be left in the teacher's classroom if the teacher will be out of the area during that period. Teachers, who don't use online grading, have the option of turning prior year grade books in to the Office for storage, or may keep them in his/her possession so long as the teacher keeps them in a school facility and notifies the Principal of the location of where filed.

### Online Grade System

Beginning in 2009, the district will provide an online grading system. Teachers will receive training to set up and will receive assistance in the use of and options available for the online grade book. The district will provide members with working technology, district-wide coordination and building level support. By the 2010 school year, teachers in grades 3-12 will use the online grade system.

- K. No teacher shall be required to purchase with his/her financial resources required texts, materials, and/or supplies. Teachers will be given consumable supplies.
- L. Teachers may, at their discretion and in the exercise of their professional judgment, remove a student, to the office, who is disrupting the educational process from class for a period not to exceed one (1) school day or class period as is appropriate at a time. Each time a student is removed to the office, the teacher

shall notify an administrator prior to, or at the time of removal. In the absence of an administrator, the teacher shall notify the Office.

M. The Board and teachers agree that teachers share responsibilities for the supervision of students during the entire time students are at school. Teachers are encouraged to supervise the area outside his/her classroom during passing time, especially in emergencies.

N. Teachers are encouraged to attend meetings and functions outside the school day, but they are not required to do so except in a clear emergency.

O. ACADEMIC FREEDOM

1. Training for effective citizenship frequently makes it necessary for students to study issues which are judged by some to be controversial. The role of the teacher in the presentation of controversial issues may be delicate, but it is neither dangerous nor impossible. The very words, "issues" and "controversial", suggest there is more than one side to the question. This means the teacher incurs an obligation to aid his/her students in collecting pertinent data; in evaluating both the accuracy and completeness of the data and their relevance to the question; in recognizing existing prejudices for what they are; in examining critically the argument raised by the presumed facts as well as the logic leading to whatever conclusions may possibly be drawn. If controversial topics are presented in such a spirit of open-minded inquiry, students may be expected not only to learn something of the matter at hand, but to apply sound intellectual approaches to other problems as well. Teachers have an obligation to preserve an attitude of impartiality coupled with intellectual honesty. To the extent that this is maintained, they should feel confident of the firm support of the Administration and the Board.

2. It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff unless the law expressly requires otherwise.

3. The retention or promotion of students shall be the ultimate responsibility of the Principal, but any decision of the Principal contrary to the recommendation of the teacher shall be implemented only after communication with the teacher.

P. The mentoring experience shall not be included in a teacher's appraisal.

## **ARTICLE 4. ASSOCIATION RIGHTS**

### **A. GENERAL ASSOCIATION RIGHTS**

1. So that the Association, through a designated spokesperson, shall have the right at all regularly-scheduled, recessed or special meetings of the Board to speak to any issue which might affect members of the bargaining unit, the Board meeting agenda shall have a place on the agenda prior to Board action to recognize visitors, including the Association, if a written request is presented to the Treasurer prior to the meeting.
2. The Association President shall be provided with one (1) copy of the Board meeting agenda, twenty-four (24) hours prior to each Board meeting; also, other such materials as is provided to the Board excluding confidential materials and privileged communication.
3. The Association President shall be provided, within three (3) days of a written request, one (1) copy of any approved Board meeting minutes.
4. The Association President shall receive from the Board within fourteen (14) days of a written request, the names, classification, salary, and location of all employees of the Board.
5. The Board grants ten (10) days of released time from teacher duties for the Association, as representatives of the certified staff. Minimum use will be in one-half (1/2) day blocks. (Appendix P) A minimum of two (2) working days advance notice to the Principal and the Superintendent shall be given, except in unusual circumstances.
6. The Association or any committee thereof shall have the right to use school buildings/facilities without charge for professional meetings, at times when a custodian is normally on duty and when not scheduled for other meetings. At other times, the Association may use the buildings according to regulations the school-related group established by the Board of Education, with no rental charge except reimbursement to the Board for custodial wages.

### **B. ASSOCIATION BUILDING RIGHTS**

1. Use of bulletin boards within the school office and teacher lounges.
2. Use of the Public Address System for brief announcements concerning meetings, at times when general announcements are made and/or after students are dismissed.

3. Right to make announcements at the end of the regular agenda of building faculty meeting(s).
4. The Association or any committee thereof shall have the right to use the following school-owned equipment without charge, when not in use for other school business: computers, copy machines, duplicating equipment, computers, and audio-visual equipment. Use of such equipment off school premises must be approved in advance by the Principal or other person in charge of the equipment. The Association shall reimburse the Board only for the supplies used, and shall assume the financial responsibility for loss or damage to said equipment while in use by the Association.
5. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations; and provided that any Association business to be transacted with teachers during contracted time shall be with prior notification of the Building Administrator.
6. The Association may use the internal mail system of the school and place Association communication in the mailboxes provided each teacher in the system.
7. The Association, upon approval, agrees to lend full organizational and membership support to the Board of Education and the community in promoting financial campaigns and other programs deemed beneficial to the schools and the children of this community.
8. The Association shall be permitted to hold a meeting on school time for all members of the bargaining unit on any Inservice/Records Day. The meeting shall be no longer than sixty (60) minutes in length.

C. INDIVIDUAL TEACHER WEBSITES

Beginning in the 2012-13 school year, a district website committee shall be created consisting of a minimum of four (4) bargaining unit members designated by the Garfield Education Association and a minimum of four (4) administrators.

The committee will convene on or before September 30, 2012 to review or assess the status of website development, to explore best practices, to review the need for and make recommendations for professional development and to develop guidelines for the posting of information for the benefit of students and parents.

## **ARTICLE 5. GRIEVANCE PROCEDURE**

### **A. DEFINITION OF TERMS**

1. A “grievance” shall be defined as a claim by an employee or the Association that there has been a misapplication or misinterpretation of this Master Agreement. All such claims shall cite the specific Article involved.
2. The “purpose” of the grievance procedure is to secure, at the lowest possible level, acceptable solutions to grievances.
3. The “grievant” shall be defined as an employee, group of employees, or the Association, who have a grievance.
4. “Days” used in reference to limitations shall refer to school calendar days actually worked, except during the summer recess when days will refer to calendar days.
5. A “class action” (group) grievance may be filed by the Association in regard to Master Contract violations.
6. This grievance procedure shall not be used for grievances involving teachers vs. teachers.

### **B. GENERAL PRACTICE**

1. Time limits are maximum, and must be adhered to unless the parties are in mutual agreement to extend. In cases of grievances at the end of the school year, the time limits will be altered as mutually agreed upon by both parties.
2. At any level, a grievance, or claim, may be withdrawn by the aggrieved party without prejudice. The record may be kept by the Treasurer for a period of twelve (12) months, but then shall be expunged. Failure of the Board or the Administration to act within the required time limits, permits the grievance to go to the next step.
3. Copies of all written decisions or communications shall be made in triplicate and sent to the involved parties at the respective level.
4. Reprisals will not be taken by or against any involved parties for reason of said participation. Nothing in this procedure shall be construed to limit the rights of (an) individual(s) as provided by law. The grievance procedure shall not be used in a malicious manner.

5. Upon resolution of the grievance, all materials regarding the nature of the grievance shall be entrusted to the Treasurer to be placed in a separate file.
6. All grievances shall be filed at the lowest possible level, which means that level of the procedure at which the administrator deciding the grievance has the authority to make a resolution.
7. The Association has the option to withdraw its support at any time, provided the grievant is informed in writing prior to filing at the subsequent level. However, the grievant may continue the step, and assume all costs of arbitration.
8. If a grievance is not lodged within forty (40) days following the act, completion of the act or completion of the condition which is the basis of said grievance, or from the date the employee was aware or when it can be reasonably assumed that the employee or Association should have been aware of the violation, said grievance shall no longer exist.

#### C. INFORMAL PROCEDURE

It is strongly recommended that teachers use the informal procedure to resolve grievances involving the Building Principal or Immediate Supervisor. Notice of informal procedure shall precede a meeting at this level (Appendix A). The informal procedure shall consist of informal communication between the member of the bargaining unit and his/her Building Principal or Immediate Supervisor, in an effort to resolve the grievance. It is expected that this step will resolve most grievances and further action will be unnecessary. If either party so desires, he/she may request that a representative of his/her choosing be present at the meeting as an impartial observer. This meeting will take place within five (5) days of the employee's request to the Building Principal or Immediate Supervisor. The building principal or immediate supervisor shall respond within five (5) days of the hearing.

#### D. FORMAL PROCEDURE

##### 1. LEVEL ONE

If the discussion does not resolve the grievance to the satisfaction of the bargaining unit member, such member of the bargaining unit shall have the right to lodge a written grievance with such bargaining unit member's Principal or Immediate Supervisor, within ten (10) days of the Principal's or Immediate Supervisor's response. The written grievance shall be on a standard form supplied by the Board (Appendix B) and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision. A copy of such grievance shall be filed

with the Association and the Superintendent. The grievant shall have a right to a hearing before the Building Principal or Immediate Supervisor. Such hearing shall be conducted within five (5) days after the receipt of such request. A good faith effort will be made to schedule this meeting at a mutually beneficial time. The hearing will not take place outside of the bargaining unit member's regular workday and a good faith effort will be made to limit the disruption to the bargaining unit member's class schedule. The bargaining unit member shall have the right to be represented at such hearing by counsel or by an Association representative. The Building Principal or Immediate Supervisor shall take action on the written grievance within five (5) days 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, the Association, and the Superintendent.

## 2. LEVEL TWO

- a. If the action taken by the Building Principal or Immediate Supervisor does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) days from receipt of the written memorandum of the Principal's action on said grievance, shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within ten (10) days after the receipt of the request. The grievant shall have the right to be represented at such hearing by counsel or by an Association representative.
- b. The Superintendent shall take action on the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested within five (5) days 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, the Association and the Building Principal (if applicable).

## 3. LEVEL THREE

- a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant and the Association, such grievant may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Board Treasurer. Failure to file such appeal within ten (10) days from the receipt of the written memorandum of the Superintendent's action on said grievance, shall be deemed a waiver of the right to appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board. If the Board meeting is less than one (1) day from the request, the hearing may be delayed until the next Board meeting. Either party may request

an Executive Session for a hearing on the matter. The grievant shall have the right to be represented at such meeting by counsel or by a representative of the Association.

- b. The Board shall act within ten (10) days of the hearing. The Board's action shall be based upon the arguments presented. Copies of the action shall be sent to the grievant, Superintendent, Building Principal, and the Association.

#### 4. LEVEL FOUR

- a. If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, such grievant, through and with the approval of the Association, may appeal the decision to arbitration. This shall be initiated by the grievant, in writing, to the Superintendent. The arbitrator shall be selected from a list supplied by the American Arbitration Association (AAA). All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association at the time the matter is submitted to AAA. The decision is to be rendered in writing, with copies to the Superintendent, the Association, and the grievant. Cost of the arbitration shall be determined by the arbitrator as part of the decision. Cost of transcripts shall be paid by the party ordering the transcripts, and additional copies of the transcript shall be paid by the person(s) ordering said copies. All parties agree to abide by the decision rendered by the hearing officer unless the opinion is challenged by any party to the Contract in a court of law, and the decision is altered, changed, or reversed.
- b. All demands for arbitration must be filed within twenty (20) days of receipt of written notice of the Board's decision.

### **ARTICLE 6. COMPLAINT PROCEDURE**

- A. The Board of Education directs its administrative staff to provide an orderly process for dealing with complaints from citizens and for protecting the rights of members of the bargaining unit of the Board of Education. The Board of Education does not recognize the right of any individual or group to disrupt the operation of any school or to impose arbitrary deadlines for responding to complaints. This shall be recognized as the exclusive complaint procedure.

## B. COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

### 1. Informal and/or Oral Avenues

Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school building level. Various avenues of contact between the bargaining unit member, pupil, parent, Principal, and other appropriate staff personnel, should be pursued before using the Formal Procedures outlined below. The Principal, or Superintendent shall inform a complaining party that the first step in the procedure is for the party to discuss the matter with the bargaining unit member. It is recommended that these informal and/or oral contacts be made within fifteen (15) days from the time the parent became aware of the event.

### 2. Channels for Further Complaints

- a. If such conferences do not lead to understanding and resolution of the problems involved, a parent may pursue further action by submitting a complaint against the bargaining unit member in writing, within ten (10) working days of the informal contact(s), to the Principal or Immediate Supervisor. The member of the bargaining unit may request in writing, to the complainant that the complainant file a written complaint or the matter shall be considered closed. The Principal or Immediate Supervisor shall give a copy of the bargaining unit member's request to the parent(s).
- b.
  - (1) Signed community complaints, should be on the complaint form and should clearly and concisely state the problem which has arisen, and be signed with the address and telephone number. The complaint form will include the procedural guidelines which are to be followed by the complainant.
  - (2) Unless clearly documented as to accuracy and relevance by the Administration, community complaints shall not be placed in the personnel file.
  - (3) Anonymous complaints shall be disregarded and not be used.
- c. The affected bargaining unit member shall be given a copy of any written complaint within two (2) working days of the Administration's receipt of the complaint except under extenuating circumstances. The affected bargaining unit member's copy of the form shall exclude the address and telephone number.

- d. If requested by the complainant or the bargaining unit member, a meeting involving the bargaining unit member, the Principal or Immediate Supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint. The meeting should be held within ten (10) working days of the complaint form being received by the Principal or Immediate Supervisor.
  - e. If it is not resolved at that level, it may be appealed to the Superintendent. The appeal to the Superintendent must be made within ten (10) working days after the response of the Principal and/or Immediate Supervisor. The meeting with the Superintendent should be held within five (5) working days after notice of appeal.
  - f. If it is still not resolved, it may be appealed to the Board of Education, in an executive session, by written request to the Board President. The appeal to the Board President must be made within ten (10) working days. The meeting should be held within ten (10) working days after the Board President receives the written request.
  - g. The bargaining unit member may bring a representative with him/her to all of these meetings. At the informal level, the representative will act only as an observer.
- C. Twenty-four (24) hour notification will be given to a member of the bargaining unit of his/her Immediate Supervisor's authorization to a parent for visitation to a bargaining unit member's class.
  - D. If the above-stated procedure is not followed, no complaint may be used.
  - E. No rule or procedure, as referred to in this document, shall prohibit members of the bargaining unit from legal representation, Association representation, or other remedy of law.

**ARTICLE 7. SUPERVISING TEACHER/STUDENT-TEACHER**

- A. The Garfield Education Association offers its full support of the Student-Teachers' Program and will, upon request, aid in the implementation of or in finding solutions to any unanticipated problems connected with this program.
- B. Policies established by the cooperating university shall be followed in the implementation of the Student-Teachers' Program. When a discrepancy occurs among policy(ies), it is understood that this Agreement prevails for members of the bargaining unit.

- C. If there should be a conflict of personalities, or for other reasons as determined by the Supervising Teacher, between the Supervising Teacher and Student-Teacher, the Supervising Teacher, through the Superintendent, may recommend to the cooperating university that the Student-Teacher be transferred. Such a recommendation shall in no way be used in an adverse appraisal of the Supervising Teacher.
- D. The Student-Teacher shall not be used as a substitute teacher.
- E. A teacher should have two (2) years of teaching experience with James A. Garfield Schools to be a supervising/cooperative teacher.

The superintendent or building principal, once contacted by a college or university with a request to host a student teacher, will forward that student teacher's information to eligible teachers.

A supervising teacher will have no more than one (1) student teacher until other eligible supervising teachers have had an opportunity to participate in the interview and placement process.

In order to maximize the experiences of student teachers, and to recognize the varied expertise and specialties of teachers, student teachers will not be "assigned" to supervising teachers. Rather, the following Student Teacher Adoption Policy will be followed.

1. Qualified teachers interested in supervising a student teacher will sign the Student Teacher Placement Form in the office before February 1. Once on the list, a teacher will remain on the list for three years. Signing the form only indicates a teacher's interest in considering supervising a student teacher.
2. Teachers on the list will be notified by the principal when the placement of a student teacher is requested by a college or university. Teachers on the list whose certification match the student teacher's needs will contact the student teacher and arrange an interview. The purpose of the interview meeting is to ensure that a student teacher is placed in a setting where he/she will have a positive and successful teaching experience. Those teachers who participated in the interview will decide which host teacher is an appropriate placement.
3. An interview will be conducted even if there is only one teacher available for a placement. It is our intent that no student teacher be placed in our district without first meeting potential supervising teachers.
4. Qualified supervising teachers acknowledge the significant role that they play in a student teacher's experience. Supervising teachers must be willing to

mentor and meet regularly with student teachers to discuss lesson planning, strengths and weaknesses of lessons, classroom management and essential non-instructional tasks. In addition, the supervising teacher will help his/her students to successfully transition to the student teacher.

- F. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be paid by the district the amount received from the college/university for those services rendered. The district will treat the payment to the Supervising Teacher as a stipend where all deductions according to law are withheld and dispersed accordingly.

## **ARTICLE 8. TEACHER CONTRACTS**

### **A. INDIVIDUAL CONTRACTS, REGULAR**

#### **1. Limited Contracts**

- a. Limited contracts shall be awarded as follows: Usually no more than three (3) one-year limited contracts; then three (3) three-year limited contracts; and, thereafter, five-year limited contracts until eligible for a continuing contract or a multi-year contract would exceed the retirement age as stated in ORC 3307.37. No bargaining unit member will be issued a contract of less duration than his/her current contract, if not eligible for continuing contract (at which time Section b., below, is applicable).
- b. Bargaining unit members currently employed that receive a contract for the next school year and are ineligible for continuing contracts, will, at the expiration of their current contract, receive the appropriate multi-year contract, as determined by their number of years of experience in relation to the number of years stated above.
- c. Anyone who becomes eligible may petition the Board of Education by submitting the form attached as Appendix V to the Building Principal on or before October 15 of the year he/she wants to be considered for continuing contract. That person will be appraised during that school year under a regular appraisal and, if successful, will receive a continuing contract on or before April 30. If the Board determines that the individual has not had a successful appraisal during that school year, he/she will not become eligible for a continuing contract until the end of his or her current limited contract.

## B. INDIVIDUAL CONTRACTS, CONTINUING

1. A continuing contract is a contract which shall remain in effect until the bargaining unit member resigns, elects to retire or is retired pursuant to ORC 3307.37, or until it is terminated or suspended; and shall be granted only to bargaining unit members holding professional, permanent, or life certificates.
2. Bargaining unit members eligible for continuing service status in any school district shall be those bargaining unit members qualified as to certification who, within the last five (5) years, have been employed for at least three (3) years in the District; and those bargaining unit members who, having attained continuing contract status elsewhere, have served two (2) years in the District; but the Board, upon recommendation of the Superintendent, may, at the time of employment or at any time within such two-year period, declare any of the latter bargaining unit members eligible.
3. Upon the recommendation of the Superintendent that a bargaining unit member eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and such bargaining unit member unless the Board, by a three-fourths (3/4) vote of its full membership, rejects the recommendation of the Superintendent. The Superintendent may recommend reemployment of such bargaining unit member, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two (2) years; provided that written notice of the intention to make such recommendation has been given to the bargaining unit member, with reasons directed at the professional improvement of the teacher, on or before the thirtieth (30<sup>th</sup>) day of April; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the bargaining unit member, on or before the thirtieth (30<sup>th</sup>) day of April; but, upon subsequent reemployment, only a continuing contract may be entered into. If the board of Education does not give such bargaining unit member written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two (2) years before the thirtieth (30<sup>th</sup>) day of April, such bargaining unit member is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. Such bargaining unit member is presumed to have accepted employment under such continuing contract, unless he/she notifies the Board in writing to the contrary on or before the first day of June; and a continuing contract shall be executed accordingly.
4. A bargaining unit member eligible for continuing contract status, employed under an additional limited contract for not to exceed two (2) years pursuant to written notice from the Superintendent of his/her intention to make such recommendation, is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any

increment granted by the appropriate salary schedule; unless the employing Board, acting on the Superintendent's recommendation as to whether or not the bargaining unit member should be reemployed, gives such bargaining unit member written notice of its intention not to reemploy him/her on or before the thirtieth (30<sup>th</sup>) day of April. Such bargaining unit member is presumed to have accepted employment under such continuing contract unless he/she notifies the Board in writing to the contrary on or before the first day of June; and a continuing contract shall be executed accordingly.

5. The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in this Section, or the failure of the Board to give such bargaining unit member a written notice pursuant to this Section, shall not prejudice or prevent a bargaining unit member from being deemed reemployed under either a limited or continuing contract, as the case may be, under provisions of this Section.
6. Tutors employed by the Board for regular teaching positions shall be issued a limited contract as per Section A of Article 8 and shall be treated as a newly-hired teacher for contract purposes and placement on the teacher's salary schedule.

**C. INDIVIDUAL CONTRACTS, SUPPLEMENTAL**

A supplemental contract shall be issued for any Board approved extra duty in addition to regular teaching duties.

- D. Each Limited, Continuing, Supplemental Contract, and Salary Notice shall contain a clause that states: "The bargaining unit member agrees to abide by and maintain the Master Agreement between the Association and the Board and the policies of the Board of Education." The forms will be attached as Appendices C, D, E and F.

**ARTICLE 9. APPRAISAL PROCEDURE**

Effective July 1, 2012, the evaluation procedure, beginning with Section A below, shall be used to evaluate the performance of bargaining unit members for the 2012-2013 school year. The Board and Association shall appoint a joint committee to develop a standards-based evaluation instrument and procedures in compliance with ORC 3319.111 and HB 153. Four (4) Association members shall be appointed by the President and four (4) members shall be appointed by the Superintendent. After the procedure is developed, the parties agree to bargain to agreement over it and submit the agreement to the Board of Education by May, 2013. If the parties are unable to reach agreement on the revised evaluation procedure, the Federal Mediation and

Conciliation Service ("FMCS") shall be asked to mediate the differences of the parties on this issue prior to May, 2013.

The four (4) GEA members serving on the committee will receive a \$1,000 stipend for 2012-13.

A. METHODS

1. The building principal shall be the primary person charged with observation and appraisal.
2. Observations may be preceded by a pre-conference which shall be at least two (2) school days prior to such observation. In the case of no pre-conference, forms stated in Sections F.2., F.3. and F.5., below, will not be used. At least one (1) pre-conference is required for beginning teachers or teachers whose contracts are expiring.
3. All classroom observations shall be a minimum of thirty (30) minutes or one (1) class period, whichever is longer.
4. All observations shall be conducted openly, with the observer visible to the teacher.
5. The forms to be used in observation, appraisal, special appraisal, and December and April Reports shall be offered to each teacher with an explanation of the procedure to be used by the Building Principal prior to September 30<sup>th</sup> of each school year and prior to any observation, appraisal, etc.
6. The teacher shall have the right of rebuttal and attachment to any forms used in this process.
7. The teacher and the Administration shall have the right of representation of their choice at any pre-conference, post-conference, or any other meeting with the Administration.
8. The teacher's signature on any of the forms indicates only that the teacher has read and received a copy of the form; the teacher's signature does not necessarily indicate agreement with the contents of the document.
9. No report, letter or notation will be placed in a teacher's file without providing a copy of the report, letter or notation to the teacher. A teacher shall be given a copy of any item which denotes job performance within three (3) school days of knowledge of the item by the Administration or Board.

10. The performance of all teachers shall be based upon the observation guide and shall acknowledge the strengths (commendations) of the teacher appraised, as well as deficiencies, if any.
11. The appraisals, observations, attachments, special appraisals, and December and April reports shall be signed by the building principal.
12. This appraisal procedure and the forms included herein shall be adhered to unless the parties mutually agree to the amendment of the process or procedure.
13. Documents
  - a. The teacher or the Building Principal shall have the right to indicate observation, appraisal documents in the personnel file which either and/or both believe to be obsolete or otherwise inappropriate for continued retention. After mutual agreement of the teacher and the Principal and/or designee(s) and/or successor(s), such material may be removed from the personnel file and destroyed.
  - b. Appraisals, observations, criticism reports, and/or December and April Reports developed in the beginning teacher cycle, expiring limited contract cycle shall be destroyed when the teacher reached multi-year contract status or at the end of three (3) years, whichever comes first, with the approval of the Superintendent.
  - c. Appraisals, observations, special appraisals, and/or December and April Reports developed prior to continuing contract status shall be destroyed upon attaining continuing contract status, with the approval of the Superintendent.
  - d. Appraisals, observations, deficiency reports, and March Reports for teachers on continuing contract status shall be destroyed or maintained every three (3) years at the request of the teacher, with the approval of the Superintendent.
  - e. In such instance(s), all documents and attachments shall be destroyed in a like manner.

## B. REGULAR APPRAISAL CYCLE

### 1. Beginning Teacher

- a. There shall be special assistance given to each beginning teacher by the Administration through orientation which includes familiarization with

the building, the District, the Agreement, applicable Board Policy, and the Building Procedures.

- b. There shall be a review by the Building Principal through pre- and post-observation conference(s) and regular appraisal cycle observation(s) and December and April report.
- c. The Teacher Self-Help Questionnaire must be completed.
- d. The December report shall be completed by December 1 and the April report shall be completed by April 1; with at least one (1) observation completed prior to each of the December and April Reports.

## 2. Limited Contract

- a. This Section shall be used for persons who:
  - (1) Are on a one-year limited contract.
  - (2) Are in the last year of a multi-year limited contract.
  - (3) Are up for a continuing contract.
  - (4) Had a special appraisal the previous year.
  - (5) Request it.
- b. The Teacher Self-Help Questionnaire should be completed.
- c. There shall be at least one (1) Regular Appraisal Cycle observation prior to December 1; and, if requested by the teacher or the Administration, at least one (1) more regular appraisal cycle observation between December 1 and April 1.

## 4. Continuing Contract

- a. There shall be at least one (1) regular appraisal cycle observation not less than every three years and every year as mutually agreed upon by the teacher and the principal.
- b. If the teacher and/or the Principal request a second improvement cycle observation, it will be accomplished.

C. DECEMBER AND APRIL REPORT (CULMINATION OF REGULAR APPRAISAL CYCLES)

The Building Principal shall submit a December and April Report to the Superintendent after a conference with the teacher, scheduled for consideration under Section B., above. Such report shall be prior to April 1 and prior to any recommendation to the Board on said teacher. The teacher will receive a copy of the December and April Report within three (3) days of this conference. The December and April Report will indicate the Principal's recommendation summary of the teacher for the next year.

D. SPECIAL APPRAISAL CYCLE

1. When a Building Principal has reasonable belief that a teacher's performance may be seriously unsatisfactory, the Building Principal shall resort to the special appraisal cycle.
2. Special Appraisals shall be instituted after regular cycle appraisals and either the December or April Reports indicate documented deficiencies.
3. Special Appraisal, following the receipt of documented deficiencies, shall be preceded by a notice of special appraisal and a pre-observation conference. A form for Special Appraisal (Appendix N) and Statement of Deficiency as noted (Appendix O), shall be completed for each appraisal. A completed copy shall be given to the teacher where all documented deficiencies, specific recommendations regarding any improvements needed in the performance of the teacher being appraised and regarding the means by which the teacher may obtain assistance in making such improvement, shall be given to the teacher within five (5) days of the observation or a post-observation conference which follows the Special Appraisal observation.
4. Special appraisals shall end in completion of a Special Appraisal Form(s) (one per deficiency), if necessary, at a conference with the teacher where all documented deficiencies, specific recommendations regarding any improvements needed in the performance of the teacher being appraised and regarding the means by which the teacher may obtain assistance in making such improvement, shall be noted on these forms.
5. The intent of this procedure is to assist the teacher in improving his/her performance and instruction.
6. Anyone appraised under a special appraisal cycle shall not be appraised under a regular appraisal cycle during that appraisal period.

E. DEFICIENCIES

1. A teacher who has documented deficiencies shall be given the opportunity to correct the deficiencies.
2. The period for correcting deficiencies may not be less than forty-five (45) calendar days, except as otherwise agreed by the administrator and the teacher. This does not preclude directives of the Administration due to emergencies, the necessity of which may be subject to third party review.
3. Limited contract teachers initially employed after June 15, 1984, in his/her first three (3) years of service may be non-renewed by the Board without just cause.
4. Except as provided in Paragraph 3, herein, no teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, terminated, non-renewed, adversely appraised or otherwise deprived of any professional advantage without just cause. "Just cause" is defined as willful or blatant or persistent violations of written administrative rules or regulations, established by Board policy, this Master Agreement, or failure to correct deficiencies as documented through the appraisal process.

F. FORMS--THEIR USE IN THE ABOVE PROCESS AND INCLUDED AS APPENDICES--ARE:

1. TEACHER SELF-HELP QUESTIONNAIRE: Form should be completed as per the preceding improvement cycle. This form is voluntary and is to be kept solely by the teacher; it is recommended that this form not be shared with anyone. (APPENDIX G)
2. APPRAISAL (REGULAR CYCLE) OBSERVATION GUIDE: Form shall be used by the teacher and the observer as a guide in pre-observation conference(s), post-observation conference(s), and in-class observation(s). (APPENDIX H)
3. PRE-OBSERVATION CONFERENCE DATA: Form shall be completed by the teacher and submitted at the pre-observation conference, if one is held. This form is used for both the regular cycle appraisal and special appraisal; and shall be returned to the teacher at the end of the pre-observation conference. (APPENDIX I)
4. OBSERVATION FORM (REGULAR CYCLE): Form shall be completed and available for the post-conference for every observation in the improvement cycle. (APPENDIX J)

5. POST-OBSERVATION CONFERENCE DATA: Form shall be completed by the teacher after the observation and shared with the observer at the post-observation conference. This form is used for both regular cycle appraisal and special appraisal; and shall be returned to the teacher at the end of the post-observation conference. (APPENDIX K)
6. DECEMBER AND APRIL REPORTS: Form shall be completed for each teacher each year [or years(s) indicated in regular appraisal cycles]. Form shall be made in triplicate: teacher, Principal, personnel file. (APPENDIX L)
7. NOTICE OF SPECIAL APPRAISAL: See Section F (Special Appraisal). (APPENDIX M)
8. CLASSROOM OBSERVATION DURING SPECIAL APPRAISAL: Form is to be used only in case of a special appraisal as contained herein. (APPENDIX N)
9. STATEMENT OF DEFICIENCY: Form must be completed in the case of a needed special appraisal and shall be attached to the December and April Reports if completed. (APPENDIX O)

G. PROVISIONS OF THIS ARTICLE SUPERSEDE THE LAW

A teacher who is non-renewed under this Article shall have the option to proceed under R.C. 3319.11 and through the grievance procedure through Level 3. At which time, the teacher shall make an election of either proceeding through the courts or to arbitration under the timelines of the grievance procedure. The selection of one is a waiver of the other.

This Article is intended to supersede all sections of R.C. 3319.111 and any sections of R.C. 3319.11 inconsistent with this Article.

**ARTICLE 10. PERSONNEL AND PAYROLL FILES**

- A. The personnel file, with an inventory sheet for each certificated/licensed employee shall be maintained in the Superintendent's office. At least the following information is to be included in each file:
  1. Completed Application Form.
  2. Copy of current Teaching Certificate/license.

3. Letters of Recommendation or Reference.
  4. Teacher Appraisal documents.
- B. The payroll file, with an inventory sheet for each certificated/licensured employee, shall be maintained in the Treasurer's Office. At least the following information is to be included in each file:
1. Copy of current Teaching Certificate/License.
  2. Complete current Official Transcript.
  3. Official record of previous years of teaching or administrative experience.
  4. Official copy of discharge from military service, where applicable.
  5. Latest withholding for Federal and State Income Tax.
  6. Latest insurance status.
  7. Latest record of accumulated Sick Leave.
- C. All teachers have the right, within forty-eight (48) hours notice, to view the material in their file(s), with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file(s), the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his/her file(s).
- D. All documents included in a teacher's file(s) shall be dated and identifiable as to source.
- E. A teacher may request and shall receive one (1) copy of any item in his/her file(s), exclusive of confidential letters of recommendation or reference.
- F. Any document in the file(s) that cannot be documented as to source, accuracy, relevance, completeness, or timeliness, shall be deleted from the file by the Superintendent, acting for the Board, and no reference shall be made.
- G. The file(s) is/are to be reviewed in the Administration Office.
- H. CONTENTS

No item shall be placed in the file(s) unless the bargaining unit member has received a copy of the item being placed in the file(s). In the event of an appraisal or reprimand, the bargaining unit member must sign the original to verify only that

the member has received the copy. The bargaining unit member shall have the right to attach a rebuttal to the item and shall have the right to file a grievance regarding the removal of the item from the file(s).

- I. All items in the file(s) shall be treated as confidential and shall not be opened to the public except as authorized by law.
- J.
  - 1. Members of the bargaining unit shall be notified of any individual not employed as an administrative or Central Office employee who requests to review that member's file(s).
  - 2. Members of the bargaining unit shall, upon written request, receive a copy of all items reproduced for the person reviewing the file(s).
- K. There shall be no record of student performance maintained in a teacher's personnel file, which is not addressed in either the appraisal or complaint procedures.

## **ARTICLE 11. TRANSFER AND ASSIGNMENT**

### **A. TRANSFER**

- 1. Every reasonable attempt shall be made to notify each teacher, at least ten (10) calendar days in advance, of any intended transfer or change of assignment and the reason(s) therefore. If the teacher does not wish to accept the new position, through written notification to the Superintendent within two (2) days, the position shall be opened to other staff, based solely upon certification and qualifications including seniority. If another teacher currently on staff volunteers for the position within five (5) days of the notification, and is determined to be qualified, the qualified volunteering teacher shall receive the position. The building Principal and/or Superintendent shall have the right, not obligation, to meet with the volunteering teacher to discuss the expectations of the position. If no other teacher currently on staff volunteers for the position, then the teacher first notified to be transferred shall have the right to a meeting with the Superintendent. If after the conclusion of the meeting, it is still the decision of the Superintendent to transfer the teacher, the teacher so notified shall be transferred. If the teacher is involuntarily transferred, that individual shall have the first right to transfer out of the position to any other open position for which he/she is qualified.
- 2. A teacher may only be involuntarily transferred and/or reassigned one (1) time during the time after the start of classes.

**B. OPENINGS**

The Superintendent shall notify all staff of any openings that occur so that current staff can apply. During the school year, notification of openings shall be placed in each bargaining member's mailbox. During the summer, those teachers who have, at the end of the school year, provided his or her Principal listed areas of interest if a position becomes available, shall be called by the Administration at the telephone number designated by the teacher. Current regular teaching staff, if certified and having applied within two (2) days of the telephone call, shall have preference over hiring new personnel. The building principal and/or superintendent shall have the right, not obligation, to meet with the teacher applicant to discuss the expectations of the position. If two (2) or more current regular teaching staff apply for the same opening, seniority shall be the sole determining criteria, if Paragraph A.1. above, does not apply. Tutors currently employed by the Board will be guaranteed an interview for a regular teaching position.

**C. ASSIGNMENTS**

Tentative assignments for current staff for the succeeding school year shall be made on or before the last day of school.

**ARTICLE 12. REDUCTION IN STAFF**

**A. CAUSE(S)**

1. When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, changing course offerings and selections, by reason of suspension of schools or territorial changes or financial reasons as referenced in HB 66 affecting the District, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable substantiated reduction.
2. Reductions of hourly tutors may be made due to loss of State or Federal funding.

**B. ATTRITION**

Transfers due to attrition shall have priority over implementing this procedure.

**C. SUSPENSION OF CONTRACTS**

Reductions under this procedure will be effectuated at the beginning of the following school year and shall be accomplished through the suspension of a

teacher's contract. The Board will supply notice in writing after the Board votes to suspend the contract and on or before April 15. Written notice of a RIS shall be presented to a bargaining unit member in person by the Superintendent, or his or her designee, and the Association President, or his or her designee. If the Board acts to partially suspend a contract, the teacher may agree to be reduced in force entirely and be placed on the recall list in compliance with Section G of this Article.

#### D. NOTIFICATION

At least thirty (30) days prior to a Reduction In Staff (RIS), the Board shall give written notice to the Association, through its President, of its intent to effect a RIS. Such notice shall contain the reason for RIS and the position(s) affected in each building.

#### E. ORDER OF REDUCTION

1. Teachers shall be reduced by using the following order:
  - a. Limited contract by certification/licensure
  - b. Continuing contract by certification/licensure
2. Continuing contract teachers may be reduced only after reduction of all limited contract teachers of the same certification. Such reduction in the continuing contract teachers shall be according to ORC 3319.17, considering:
  - a. Certification
  - b. Seniority in the District
3. The Board will not give preference to teachers based on seniority except when making a decision between teachers who have comparable evaluations.

Prior to the use of "comparable" evaluations for RIS, the parties agree to negotiate to agreement a definition of "comparable". If agreement is not reached, the parties shall seek the assistance of a mediator through FMCS to mediate the differences on the issue.

#### F. PROCEDURE

1. On or before November 1 of each school year, the Superintendent shall provide every teacher with a seniority list of all the teachers in the system in their areas of certification. Teachers shall be placed on all lists for which they are certified. If requested, the Association will provide clerical assistance in developing the seniority list.

2. Consistent with the provisions of F.1., above, exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment with the aforesaid F.1., above.
3. Seniority shall be determined by the length of continuous service in the District. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:
  - a. The date of the Board meeting at which the teacher was hired; and then by
  - b. The date on which the teacher submitted a completed job application. Continuous service for seniority will not start over as a result of any leave of absence.
4. Teachers selected for RIS shall immediately be placed upon a RIS List compiled from the procedures provided for above. Non-renewed or terminated teachers shall not appear on this RIS List.
5. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each person is reemployed, the Board shall notify the Association President.
6. A teacher whose contract was suspended because of a staff reduction shall, if he/she desires, be placed on the substitute list.
7. Provisions to retire early shall be made for the teacher who may wish to do so, consistent with the established State retirement policies.
8. Hourly tutors shall earn and retain seniority only within the tutor certification and shall not be placed on lists of other areas of certification during their years as tutors.

G. RECALL

1. Any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified.
2. While there are previous teachers of the District who are unemployed as a result of a Reduction In Staff and who possess the proper certification to fill any vacancy which may arise, no new teacher(s) shall be hired.

3. The Board shall give written notice of recall by registered or certified letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
4. Within ten (10) working days of the returned certificate/license of receipt of offer to return to employment, the teacher shall accept the position by replying in writing or by phone, or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on leave who are certified have been offered an opportunity in writing to return to active employment in accordance with this Article. It is the teacher's responsibility to keep his/her address current with the Board Treasurer's office.
5. Teachers returning to employment after a Reduction In Staff shall resume their previous contract status, seniority, salary, and fringe benefits.
6. If a teacher declines an offer to return or does not answer a request to return, or who has been under suspended contract for twenty-four (24) months, said teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher. However, a teacher may decline the recall if called back for less than full time. In that case, s/he shall remain on the recall list until the remainder of the twenty-four (24) months has expired.
7. Should the law change restoring reduction in force by seniority (limited contracts first, then continuing contracts by seniority within licensure area), the parties agree to bargain to agreement the effects of that change. If agreement is not reached, the parties shall seek assistance of a mediator through FMCS to mediate the differences on the issue.

**ARTICLE 13. BOARD APPROPRIATIONS & DEPARTMENT/GRADE LEVEL BUDGETS**

- A. The Board of Education, through the Administration, shall ask for and receive [until two (2) weeks prior to Board adoption of the appropriations] input from the teachers and the Association, each year, as a prerequisite to adopting the annual appropriations.
- B. Each Principal shall inform Department Heads and each other teacher not in the department, of the funds available for equipment, supplies, book purchases, within thirty (30) calendar days after the passage of the annual appropriations. The Principal shall monthly inform the Department Heads and other teachers not in a department of the current unexpended and unencumbered balances of the equipment, supplies, book funds.

#### **ARTICLE 14. POLICY AND RULES**

- A. On or before the opening day of school each year, the Board shall make available on the district's website the Board Policy Book and all Administration Rules and/or Regulations which affect all certified employees. The Board's website for its policies can be found at [www.garfield.sparcc.org](http://www.garfield.sparcc.org).
- B. As these policies, rules and/or regulations are revised or new ones added, the material will be updated within two (2) weeks of adoption.
- C. The Association President shall receive one (1) copy of the aforementioned and shall be provided an equal number of copies of all changes, within two (2) weeks. The Board shall also place Board policy and policy changes on the district web site.
- D. One (1) copy of any scheduled proposed change in the Board Policy Book which affects a member of the bargaining unit shall be available to the Association President within twenty-four (24) hours after it is sent to the Board; but, in no case, no later than two (2) hours prior to the Board meeting in which the proposed policy will be discussed or acted upon (whichever is earliest). Notification of the availability is the responsibility of the Treasurer, who shall make an attempt by reasonable means to notify the Association President or Association Vice President in his/her absence.

#### **ARTICLE 15. CLASS SIZE**

- A. Minimum classroom teacher staffing within the District will be forty (40) teachers per one thousand (1,000) students. In computing the student-teacher ratio, the following personnel shall be excluded: Superintendent, Principals, Assistant Principals, Guidance Counselors, Nurse, School Psychologist, Speech Therapist, any Tutors, and Reading Specialists and Categorical (LD/BD, EMR, Vocational, etc.), Librarian (unless given a regular teaching assignment), and Dean of Students.
- B. The parties agree that classes in grade levels and subject areas will be kept as equal as possible.
- C. Teachers will not be required to handle students' medical and related problems.
- D. Teachers shall have at least one (1) working day to prepare for a new student to the District before the student enters the classroom.

## **ARTICLE 16. SCHOOL DAY**

- A. The teacher working day shall be a maximum of seven (7) hours and fifteen (15) minutes for each High School and Middle School teacher and seven (7) hours for each Intermediate School and Elementary School teacher; and shall include at least a thirty (30) consecutive minute duty-free lunch for all teachers.
- B. Teachers shall have planning time during the student day at least as follows, except in emergencies:
  - 1. High School – one (1) 51-minute period per day
  - 2. Middle School – one (1) 51-minute period per day
  - 3. Elementary School – 185 minutes per week
  - 4. Intermediate School – 185 minutes per week
- C. It is the intent of the parties that no teacher shall lose planning time as a result of this Article and shall get no less than 10 minutes to travel between buildings except if one is traveling to a site off campus, in which case he or she shall get no less than 20 minutes.
- D. Every traveling teacher will be assigned a home base and shall get no less than 10 minutes to travel between buildings except if one is traveling to a site off campus, in which case he or she shall get no less than 20 minutes.
- E. If the parties agree that there is a need, during the term of this contract there will be a committee formed in the building affected to review the high school, middle school, intermediate school and/or elementary schedule. The committee shall be comprised of an equal number of at least four (4) members of the Association, chosen by the GEA, and four (4) members chosen by the Superintendent. If the committee can reach consensus, a recommendation will be made to the Board of Education for implementation.
- F. The number of hourly tutors working less than twenty (20) hours per week shall be limited to one (1), unless that number is increased by an hourly tutor voluntarily choosing to work less than twenty (20) hours per week or by an existing hourly tutor's refusal to accept additional hours of work.
- G. Teachers shall be given an opportunity to present input to the master schedule and review it upon request.

## **ARTICLE 17. ANNUAL ATTENDANCE**

- A. The school year shall be a maximum of one hundred eighty-four (184) days and one hundred eighty-five (185) days for new hires, which will include:

1. One hundred eighty (180) student contact days, less Parent-Conference Days.
2. Four (4) teacher work days will be as follows: two will be prior to the opening of the student school year, one at the end of the first semester and the last day of the work year. It is understood that approximately half of the time will be used for staff development, except for the last day. New hires shall have an additional day prior to the opening of the student school year and shall be paid at his/her per diem rate.

At least one teacher from each building will volunteer to serve on the staff development committee with the principal.

3. Presidents' Day is a non-paid vacation day.
  4. Teacher input is encouraged for any inservice day.
  5. Tutors shall be paid for one (1) inservice day at his/her hourly rate.
- B. Two (2) draft annual calendars shall be developed by a committee composed of one (1) GEA member from each building and a minimum of two (2) to four (4) administrators. The GEA members shall be appointed by the President. The proposed calendars will be distributed to the staff at least two (2) weeks prior to Board adoption for a vote indicating calendar preference. The final calendar and any changes shall be distributed to the staff within two (2) weeks of adoption. (State required make-up days will be indicated on the two (2) draft calendars by the Committee. This Committee is to meet in November of each year.)

C. PARENT-CONFERENCE DAY

If Parent-Conference times are conducted outside the school day, teachers shall be released at least an equal amount of time.

The High School will have three (3) fall conferences; one of which will be changed to Professional Development time. The High School will maintain one spring conference.

The High School administration and staff will collaboratively decide professional development topics, date, time and length of the in-service and evaluate the success of the new schedule and make changes, if necessary. This language will be eliminated in the successor agreement unless the parties agree otherwise.

- D. If school is closed due to inclement weather on the Record Day at the end of the first semester, teachers shall perform "Record Day" duties at home and shall not be required to make up the day.

## **ARTICLE 18. PAID LEAVES OF ABSENCE**

### **A. SICK LEAVE**

1. Staff members will be granted fifteen (15) days Sick Leave per year accumulated at the rate of one and one-fourth (1/4) days per month, cumulative without limit. Each teacher will be advanced five (5) days Sick Leave if current accumulation is exhausted and will be paid back through normal accumulation. In cases of extreme hardship and/or extenuating circumstances, the Superintendent, with the approval of the Board, may consider extending Sick Leave beyond the five (5) advanced days when Sick Leave has been exhausted. Hourly tutors shall be granted Sick Leave only for the time actually worked at the rate of one and one-fourth (1 ¼) days per month.
2. Sick Leave may be used for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
3. Immediate family is interpreted to include: parent, parent-in-law, grandparent, brother, sister, child, spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, or a member of the immediate household.
4. Miscellaneous
  - a. The Sick Leave Form will be attached as Appendix P and will be completed by each teacher within three (3) working days of return from leave. The office will place a blank form in the mailbox of each absent teacher the day after the absence.
  - b. Sick Leave accumulation shall be forwarded to each teacher before the end of each school year.
  - c. Each teacher who completes the school year without using any Sick or Personal Leave days shall be paid a bonus of one hundred dollars (\$100) per grading period.

Each teacher who completes the school year without using any Sick Leave or Personal Leave days shall be paid one hundred dollars (\$100), in addition to the one hundred dollars (\$100) per grading period to a maximum per year of five hundred dollars (\$500).

A teacher must work the scheduled number of calendar days within the grading period and/or school year to receive the bonus each grading period. The bonus shall be paid in the second pay following the end of each grading period. The one hundred dollars (\$100) additional for completing the year without using sick or personal leave the entire school year shall be paid in the first pay in July.

***The language above is to be used for the length of the current contract for reassessment by the administration whether to continue the program after the expiration of this contract. The previous language below shall be held for possible reinstatement in the next agreement.***

- a. Each teacher who completes the school year without using Sick or Personal Leave days shall be paid a bonus of four hundred dollars (\$400).
- b. Each teacher who completes the school year without using any Sick Leave days shall be paid a bonus of three hundred dollars (\$300).
- c. Each teacher who completes the school year using only one (1) sick leave day shall be paid a bonus of two hundred dollars (\$200).

A teacher shall be eligible to receive only one (1) of the bonuses and must have worked the full 184 day school year. Said bonus shall be included in the teacher's first pay in July.

5. See form--APPENDIX P.

## B. ASSAULT LEAVE

1. A member of the bargaining unit who is absent due to a injury/disability resulting from a clearly unprovoked attack upon said member, which assault occurs in the course of said member's employment, shall be granted up to forty-five (45) working days Assault Leave.
2. Assault Leave may not be granted under this policy unless the employee in question: (a) has a signed, written statement justifying the granting and use of Assault Leave; (b) provides a certificate from a licensed physician stating the nature and duration of the injury/disability and the necessity of absence from regular employment.

3. If Workers' Compensation is granted, the Board may request that the monetary amount of these benefits, designated by Workers' Compensation as payment for lost salary, be remitted by the employee to the Board.
4. A teacher who has received assault leave shall file a police report.
5. See form—APPENDIX P.

### C. PERSONAL LEAVE

1. Personal Leave shall be granted to the limit of three (3) unrestricted days per year, and those days are not cumulative from year to year. Hourly tutors who work twenty (20) or more hours per week shall be eligible for three (3) work days off per year as Personal Leave.
2. The unrestricted Personal Leave day should be defined as: requiring no reason.
3. Only under a most unusual condition may a Personal Leave day be granted for the day preceding or following holidays or vacations, and the first and last days of the school year. If an emergency, the application must indicate the reason for the emergency and must be approved by both the Principal and the Superintendent.
4. No more than fifteen percent (15%) of the teachers in a building may be on Personal Leave any one (1) day, except in emergencies. Further, teachers are urged not to take Personal Leave after May 1<sup>st</sup>.
5. A request for Personal Leave must be submitted to the Building Principal at least three (3) days in advance, but exceptions may be made to this rule in emergency situations.
6. Personal Leave may be used in whole day or one-half (1/2) day blocks.
7. A person having at least one personal leave day left as of May 1 will receive a \$50 bonus if they use no personal leave the rest of the year. A person having two or more personal days left as of May 1, if they use no personal leave for the rest of the year, will receive a \$50 bonus and be able to carry over one day to the next year. This day will not count toward the next year's attendance incentive. Said bonus shall be included in the teacher's first pay in July.
8. All personal leave after May 1 must have the Superintendent's approval. If personal leave is denied by the Superintendent in May, the rationale for the

denial shall be provided in writing to the teacher within three (3) days. A person who is denied personal leave in May and believes the request is legitimate may ask for a meeting with the Superintendent and the GEA President to discuss the request.

9. See form—APPENDIX P.

#### D. COMPULSORY LEAVE

1. Release time shall be granted for required appearances in court where the teacher is a defendant, witness, or on jury duty. The teacher shall attach to the All-Purpose Leave Form, the substantiation given by the court for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the employee.
2. See form—APPENDIX P.

#### E. ATTENDANCE AT PROFESSIONAL CONFERENCES AND WORKSHOPS

1. With prior approval of the Superintendent, the Board shall pay expenses directly and/or through reimbursement for a member of the bargaining unit, with a CAP of one hundred fifty dollars (\$150) per day (including travel, hotel, meals, registration expenses), for a period not to exceed two (2) days for any one (1) teacher, under the following conditions:
  - a. Any meeting attended by a member of the teaching staff to be covered by this payment must deal with that area or subject with which the staff member is engaged or teaching. (Example: an English teacher may attend an English Teachers' Association Conference, or a Guidance Counselor may attend a Guidance Counselors' Association meeting.)
  - b. Advance notice shall be given five (5) days prior to the conference. The number of leaves on any day will be limited to the number of substitutes available on that day.
  - c. No more than two (2) days away from the classroom will be permitted for attendance at any conference.
  - d. A written report on the important aspects of the conference or visitation shall be submitted to the Principal, within thirty (30) calendar days of the professional conference or workshop.
2. Recognizing the importance of continued professional growth, the Board and Administration shall appropriate five thousand dollars (\$5,000) annually, on a school-year basis, in this area.

3. See form—APPENDIX U.
4. Each teacher will be granted one (1) day per school year of professional leave for the sole purpose of visiting classes in other buildings or in other districts, under the following conditions:
  - a. A request must be turned in to the Superintendent's office no less than five (5) calendar days prior to the date of leave.
  - b. The request must include the district, class(es), and building(s) to be visited.
  - c. The request must include what the teacher expects to observe, learn, or gain from the experience.
  - d. Within thirty (30) calendar days of the visitation, the staff member must turn in to Principal's office a brief written report of the activity and what was learned or gained.
  - e. Must have approval of the Superintendent, whose approval will not be unreasonably withheld.
5. The parties agree to communicate to the staff the need for all members of the bargaining unit to complete written reports after attendance at professional conferences, workshops and professional leave for visiting classes.

## **ARTICLE 19. UNPAID/PARTIAL-PAID LEAVES OF ABSENCE**

### **A. MATERNITY LEAVE**

1. Any staff member may use sick leave or advancements thereof for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (hereafter collectively referred to as "pregnancy"). Unpaid Maternity Leave may be used after the period of disability, as verified in writing by the physician, if requested by the teacher. A staff member who is pregnant or adopting a child less than one (1) year of age may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin any time during pregnancy; or, in the case of adoption, the receipt of custody; or up to one (1) year for child care after the child is born or adopted. Such leave shall be for up to the remainder of the current semester and two (2) additional semesters, or three (3) semesters if leave commences during the first semester.

2. Application for Leave: Application for Maternity Leave shall be filed on the Leave of Absence Form; and shall contain a statement on the expected date of birth; or, in the case of adoption, the date of obtaining custody; the date on which the leave is to commence, and the specific term of the leave. In the case of miscarriage or abortion, within sixty (60) working days of the commencement of leave, the professional staff member shall be entitled to reinstatement at the beginning of the next grading period.
3. The staff member shall present a letter signed by her physician to the Superintendent verifying the period of time of the disability due to pregnancy, if different from the physician's statement given in Paragraph A.1. above.
4. See form—APPENDIX P.

B. LEAVE FOR PROFESSIONAL IMPROVEMENT

1. Any teacher who has completed four (4) consecutive years of teaching in the James A. Garfield Local School District may be granted a leave of absence for professional development for a minimum of one (1) quarter [nine (9) weeks] and up to one (1) full school year [thirty-six (36) weeks].
2. Application for leave for professional study, research, or professional improvement should be made at least ninety (90) calendar days prior to beginning of such requested leave. The applicant must be notified by the Board of Education of the disposition within thirty (30) days of receipt of the request. The application for such leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement.
  - a. Application will be made to the Superintendent. The applicant will submit plans for use of leave. The Superintendent will explain why a recommendation was not granted.
3. Generally, it is intended that study and other proposals for improvement will include a full graduate load and will lead to the completion of a degree in the member's field or area of professional service if such degree, either undergraduate or graduate, unless for new certification, additional certification or other courses required for certification or specialization is not already held. Applications for leave for travel will outline in detail the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months or eight (8) months; will clearly show how such travel will contribute directly to improve classroom instruction or to improve professional service by the member; and shall give reasons why such travel may not be accomplished when schools are not in session or when the member is not on duty.

4. Leave for professional improvement will not be granted to any employee more often than one (1) full year for every five (5) consecutive years of service. The number of teachers on leave in any one year will be limited to three (3).
5. The member of the bargaining unit may request the leave to be with or without pay. If the request with pay is granted by the Board, the member shall be granted partial pay and insurance benefits as though he/she were not on leave. The pay shall be fifty percent (50%) of the member's expected salary.
6. Upon his/her return from leave, a member's benefits will be the same as he/she would have received had the period of his/her leave been spent in the Garfield Local Schools, and he/ she will be returned to the same position, if available, or one comparable to it at the same level.
7. All approved individuals will, as a condition of approval for leave for professional growth, sign a written agreement to return to service in the Garfield Local Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment.

Refund of pay received on leave may also be required if the person fails to complete the program of professional improvement unless such failure was beyond the control of the person.

If the person terminates service before the end of the one (1) year minimum, a salary refund to the Board of Education will be due proportional to the amount of service not actually rendered.

8. See form—APPENDIX P.

### C. OTHER LEAVES

1. Upon the recommendation of the Superintendent, the Board at its discretion may authorize leaves of absence for teachers.
2. Leaves of absences shall be limited to a period not to exceed two (2) years; shall be considered only after a written request, and only after approval of the Superintendent.

3. See form—APPENDIX P.

D. FAMILY AND MEDICAL LEAVE ACT OF 1993

An employee shall be entitled to the benefits of this contract and the applicable provisions of the “Family and Medical Leave Act of 1993” (FMLA). These benefits shall run concurrently.

E. GENERAL PROVISIONS

Rights While on Leave: Any staff member on leave shall be entitled to request in writing to the Board Treasurer and receive the right to continue to be covered by any and/or all insurances selected by the employee, provided the staff member pays to the Treasurer, in advance each month, the full amount of the monthly group plan premium of such coverages. Any overpayment of premiums shall be refunded to the staff member upon termination of the leave.

F. A bargaining unit member shall notify the Superintendent on or before March 10 of his or her intention to return the next school year. The Superintendent shall notify in writing all persons on leave of this obligation at least two (2) weeks prior to the March 10th deadline. Nothing precludes a bargaining unit member from requesting additional leave under C above.

**ARTICLE 20. SPECIAL EDUCATION TEACHERS**

A. Class Size

The Board agrees to follow the State standards for class size in Special Education.

B. Administration, Special Education and regular Teachers shall collaborate to determine best practices for students in the inclusion setting at all grade levels.

C. Any mainstreaming/inclusion of special area students most often requires adjustments by all affected and this will be done as is necessary and is possible.

D. An intervention assistance team (IAT) will be identified in each building. Meeting times shall be posted.

1. All teachers shall upon request be given an opportunity to meet with the IAT. The request will be handled in a timely manner.

2. The IAT shall serve as a support group for all teachers with identified special needs students.

By September 30, 2009 a committee will be created consisting of a minimum of four bargaining unit members as designated by the GEA and four administrators to explore best practices in inclusion teaching, develop in-service training and develop a process for inclusion scheduling, student placement and teacher collaboration at all grade levels to begin at latest the 2010 school year.

E. Release Time

All Special Education teachers shall get a minimum of two (2) days of release time per year to recognize work on IEPs.

**ARTICLE 21. SUBSTITUTES**

- A. Every attempt will be made to provide substitute teachers, duly certificated/licensed, to each staff member to whom class responsibilities are assigned. In the event of a duly certificated/licensed substitute being unavailable, the following steps should be taken in the order listed:
  1. A substitute teacher certificated/licensed at a different level or area will be assigned, if available.
  2. A regular teacher may volunteer to cover class(es) where an assigned substitute is not available and will be paid .0006818 of the BA-0 step base per hour or any portion thereof.
- B. In cases where a regular teacher is going to be absent for longer than three (3) consecutive days, the same substitute will be retained to teach that class if at all possible. The rationale for this is that we recognize the need to provide continuity, consistency and good programming for the students in the class.
- C. Teachers may request a specific-named substitute for their class; and if the substitute is available, duly certified/licensed, and on the Board-approved substitute list, said substitute shall be used except in emergencies.
- D. Substitute teachers will be paid the average of County Schools or a higher rate established by the Board. After working sixty (60) days in one (1) specific position in one (1) year, the substitute teacher rate shall go to the daily rate commensurate with that individual's training and experience.

## **ARTICLE 22. REIMBURSING TEACHERS FOR COLLEGE TUITION**

A. The Board takes a special interest in the advanced training of the professional staff in the school district. As a means of encouraging professional growth through training, the following provision is made available.

### **B. REIMBURSEMENT FOR TUITION COSTS**

The Board will reimburse seventy-five percent (75%) of the tuition cost of approved college credit up to a maximum of one thousand dollars (\$1,000) paid per individual member of the bargaining unit, each school year. Reimbursement will be contingent upon proof of payment of tuition and successful completion of course work. An employee must have two (2) years of teaching experience in the Garfield District to be eligible.

C. Prior to taking the course, the member of the bargaining unit must provide notice to the Superintendent of anticipated course work so that the Superintendent, in advance, can verify that the provisions in E., below, are met.

D. Approved credits will be completed at an accredited college or university for which a collegiate grade of "B" or better has been awarded, or "pass" if "pass-fail" is the only grading available. Approved credit also includes "I" or "IP" for credits related to Master's thesis or Dissertation work.

E. In order to be approved, credit must be related to at least one (1) of the following endeavors:

1. Current academic field of teaching and/or assignment.
2. A program in a new area of State certification.
3. Any other special area of study as approved by the Superintendent.

F. Tuition reimbursement will be made annually. An official transcript and paid receipt of tuition will be evidence of course completion. The Superintendent's office shall be provided with this evidence by September 15 of each year.

G. After receipt of tuition reimbursement, a teacher is required to be employed by the Board for a period of two (2) school years following the taking of the classes which are paid by the Board. However, if a teacher resigns from the employ of the Board the first year following receipt of tuition monies, one hundred percent (100%) of the monies received from the Board must be paid back; and if the teacher resigns the second year, fifty percent (50%) of the monies received from the Board must be paid back. The payback will be taken out of the final pay of the teacher.

## **ARTICLE 23. DEDUCTIONS**

### **A. FAIR SHARE FEE**

The Garfield Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the Association from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.

The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the check-off of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.

Payroll deduction of such fee shall begin at the same payroll period as dues deductions are begun for members of the Association except that no deductions shall be made for newly employed bargaining unit members until the second paycheck, which period shall be the required probationary period for newly employed bargaining unit members.

Dues and Fair Share Fees shall be transmitted by the Association to the Board Treasurer for the purpose of determining the amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

Upon timely demand, non-members may appeal to the Association the payment of the Fair Share Fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

Implementation of this Fair Share Fee Provision shall begin in October of each year, for bargaining unit members who have elected not to be members of the Association; the Association agrees to notify all such non-members of their right to become Association members during the month of September of each year. Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the Association, unless the Association notifies the Board Treasurer to the contrary; and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted. (Fair Share Fee was implemented in October 1984.)

- B. The Board Treasurer shall deduct from each teacher, upon written authorization, various payroll deductions. The following is a partial list of such deductions: (There shall be no cost for this service.)
1. Hospitalization/Major Medical Insurance
  2. Dental Insurance
  3. Life Insurance
  4. Tax-Sheltered Annuities
  5. Credit Union Payments
  6. FCPE Contributions
  7. Other

#### **ARTICLE 24. SEVERANCE PAY**

- A. The Board authorizes severance pay for all eligible teachers.
- B. No person shall collect severance pay more than one (1) time.
- C. An eligible teacher is interpreted to be an employee who has accumulated sick leave and has been accepted and confirmed for retirement by the State Teachers Retirement System (STRS).
- D. The Board of Education shall provide severance pay in an amount of thirty percent (30%) of the employee's accumulated Sick Leave days, not to exceed seventy-five (75) days in total.
- E. Payment shall be made to the teacher within thirty (30) days of the date of retirement and will be made based upon the daily rate of the teacher in effect at the time of payment.

#### **ARTICLE 25. INSURANCES**

- A. The Board shall offer a comprehensive hospitalization and major medical insurance program for members of the bargaining unit no less than the specifications in Appendix Q, said specifications having been agreed upon in 1994. Effective July 1, 2012, employees shall pay 10% for single and family coverage with the Board paying 90% for medical, prescription, vision and dental

coverage. Wellness coverage shall be enhanced effective October 1, 2009 per Appendix Q.

1. As part of this program the employee is responsible for out-of-pocket expenses as per the insurance plan.
2. The plan as administered will have a maximum out-of-pocket of \$500/\$1000 in-network and \$900/\$1800 out-of-network.
3. After each December 31, any employee who has incurred annual out-of-pocket expenses totaling more than \$350/\$700 will be reimbursed by the Board of Education to a maximum of \$150/\$300 in and out of network. The bargaining unit member shall sign and return within thirty (30) days a statement prepared by the Treasurer that verifies that the bargaining unit member paid the out-of-pocket expenses. Falsification of said statement could lead to disciplinary action up to and including termination. Bargaining unit members no longer employed with the District at the time of payment forfeit such payment.

Following the effective date of this contract (July 1, 2012), members are entitled to one additional payment for the calendar year ending December 31, 2012.

B. The Board shall provide a prescription drug insurance plan, as follows:

	<u>Non-Formulary</u>	<u>Formulary</u>	<u>Generic</u>
Retail	\$20.00	\$10.00 co-pay	\$3.00 co-pay
Mail Order 90 Days	\$40.00	\$20.00 co-pay	\$6.00 co-pay

- If the physician prescribes dispensed as written, employee will pay formulary/non-formulary co-pay.
- Injectibles other than insulin will be considered as part of major medical coverage unless employee is (5/01/2003) presently utilizing injectible as a prescription.

C. The Board shall provide and pay the premium for sixty thousand dollars (\$60,000) of term life insurance coverage for each bargaining unit member, but shall be subject to the reduction schedule as outlined in the Health Benefits Plan provided by Benefit Services, Inc.

D. The Board shall provide single or family dental and vision insurance coverage for each member. The specifications shall be no less than the specifications in Appendix Q. Employees may elect vision and dental coverage.

- E. The Board has the right to change insurance carriers after providing for input from the Association, so long as coverage benefits and specifications are not reduced.
- F. If the teachers go on strike, the Board shall not deny the striking teachers access to fringe benefits coverage. However, the Board may refuse to pay its portion of the insurance coverage premium during the term of a strike. Nothing in this Section prevents the parties from reaching an agreement on the payment of fringe benefits as part of a strike settlement.
- G. Fringe benefits are provided on a twelve (12) month basis; and teachers under contract on the last work day in June shall have the benefits, as provided in this Master Agreement, in full force until the expiration of the twelve (12) month period. However, upon retirement, the retiree agrees to go onto STRS healthcare and shall be reimbursed up to three hundred dollars (\$300.00) per month for such coverage. The reimbursement is limited to up to the two months immediately following retirement (July and August only).
- H. Bargaining unit members shall have the option of purchasing additional units of life insurance; cost to be assumed by the employee, subject to the standard reduction schedule and to the following conditions:
  - 1. Additional amounts to be purchased in ten thousand dollar (\$10,000.00) increments up to one hundred thousand dollars (\$100,000.00) additional.
  - 2. Enrollment/disenrollment periods to be the month of September.
  - 3. All requests for such additional life insurance shall be in writing to the District Office.
  - 4. The Board shall not be held responsible if this option should become unavailable or somehow limited during the period of this Agreement. In this event, all insurance would revert to that agreed upon in Section C of this Article.
  - 5. If the burden of additional increments should increase the cost of the initial sixty (60) thousand dollars (\$60,000) Board paid, that additional cost will be passed on to the employee at the then current rate. There is also a one dollar (\$1.00) monthly policy charge to handle the additional life insurance.
- I. It is the intention of the parties that the level of benefit coverage shall be equal to or better than that outlined in the 2002-2003 Master Agreement, except as otherwise agreed herein.

*Wellness Benefits:*

1. Keep annual Pap, Prostate and Mammogram benefit and add an additional Wellness benefit to a maximum of \$300 for the employee and eligible spouse (if family coverage) to be used as they choose for doctor recommended tests, *and*
2. Add coverage for Colon and Rectal Exams as follows:
  - Age 40 & Over – 1 Digital Rectal Exam every year
  - Age 50 & Over – 1 Physician Recommended Exam per year\*

\*May include but is not limited to Colonoscopy or Sigmoidoscopy

Colon and Rectal Exams are not subject to the Calendar Year maximum for all wellness benefits combined.
3. Beginning with the 2009-10 contract, additional Wellness Benefits are added as outlined in Appendix Q.

*Opt-Out Option/Section 125 Plan:*

1. Offer \$1,100 (eleven hundred dollars) to employee who elects to forego all insurance coverage (except life insurance) for an entire contract year; *and*
2. Offer section 125 premium only plan – if elected by individual employee, cannot make changes to insurance coverage without qualifying event, employee portion of premiums would be deducted prior to tax, and \$1,100 (eleven hundred dollars) opt out would not be included in W-2 for employee who does not take opt-out.
3. A Section 125 (Flexible Spending Plan) as outlined by The Flexible Spending Plan Document will be available to all bargaining unit members. The District shall contribute Five Hundred Dollars (\$500) each year to the Section 125 Medical Spending Account on behalf of each employee, excluding those who participate in the opt-out plan.

**ARTICLE 26. MILEAGE**

- A. The mileage rate shall be the maximum rate allowed by the IRS.
- B. Any mileage due a teacher shall be paid at the end of the semester or whenever the amount due reaches twenty-five dollars (\$25.00), whichever occurs first. The payment shall be made during the normal accounts payable cycle.

- C. Mileage shall be paid for any mileage incurred when:
1. attending meetings required by the Administration and County Offices;
  2. any between building travel in the same school day;
  3. any required attendance for away extracurricular activities, if a bus is not available; and
  4. when required to return to school for evening or weekend meetings, not including any paid supplemental duty or any voluntary attendance.

**ARTICLE 27. STRS "PICK-UP"**

- A. To the extent permitted by the State Teachers Retirement System Rule 3307-1-23 and OAG-82-097, the Board agrees to "pick-up" the required contributions to the State Teachers Retirement System (hereinafter "STRS") for all bargaining unit members as a condition of employment. The Treasurer of the Garfield Local School District is authorized on July 1, 1984 to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each bargaining unit member's contribution to STRS in lieu of payment to such bargaining unit member; and that such amount contributed by the Board on behalf of the bargaining unit member shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such bargaining unit member.
- B. The Treasurer is directed to prepare and distribute an addendum to each bargaining unit member's contract which states: (1) that the bargaining unit member's contract salary is being restated as consisting of (a) a cash salary component and (b) a "pick-up" component which is equal to the amount of the bargaining unit member's contribution being "picked-up" by the Board on behalf of the bargaining unit member; (2) that the Board will contribute to STRS an amount equal to the bargaining unit member's required contribution to STRS for the account of each bargaining unit member; and (3) that sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the bargaining unit member's rate of pay shall be calculated upon both the cash salary component and the "pick-up" component of the bargaining unit member's restated salary.
- C. All subsequent contracts and salary notices for these affected bargaining unit members be conformed to include the provisions of the addendum.

D. DEFINITIONS

1. Total Salary: Total salary is equal to the full amount the teacher would earn according to the salary schedule.
2. Cash Component: Cash component salary is equal to total salary less the amount the teacher would be required to pay to STRS.

**ARTICLE 28. SALARY**

A. TUTORS

1. Hourly tutors shall be paid on the following index:

	<u>2012-14</u>
0 - 2 years	\$20.00
3 - 5 years	20.40
6 - 8 years	20.81
9 or more	21.20

2. All hourly tutors shall receive a \$750 stipend the first pay in September for 2012-13. There shall be no change in salary in 2013-14.
3. Tutors currently employed by the Board will be guaranteed an interview for a regular teaching position.
4. Tutors employed by the Board for regular teaching positions shall be issued a limited contract as per Section A of Article 8 and shall be treated as a newly-hired teacher for contract purposes and placement on the teachers' salary schedule.
5. Tutors employed by the Board for regular teaching positions shall be placed on the teachers' salary schedule according to their level of academic training and shall be granted years of service as defined in ORC Section 3317.13(A) up to a maximum of five years.
6. Currently employed tutors hired by the Board for regular teaching positions shall be placed on the seniority list with one year of service upon their date of hire for the regular teaching position.

7. A full-time tutor shall be defined as being scheduled for a six (6) hour student day and shall be entitled to a paid lunch and a thirty (30) minute planning period.

- B. Salary increases shall be as follows: 2012-13 – each member shall receive a \$750 stipend the first pay in September; 2013-14 – 0%; 2014-15 – the parties may reopen for salary, insurance and two issues for each the Board and GEA.

<b>SALARY — \$33,158 - BASE SALARY</b>					<b>July 1, 2012</b>	
<u>YEARS</u>	<u>NON-D</u>	<u>BA</u>	<u>BA + 11</u>	<u>150 HRS</u>	<u>MA</u>	<u>MA + 15</u>
STEP 0	0.8650	1.0000	1.0200	1.0450	1.0900	1.1450
	28,682	33,158	33,821	34,650	36,142	37,966
STEP 1	0.9000	1.0450	1.0650	1.0950	1.1450	1.2000
	29,842	34,650	35,313	36,308	37,966	39,790
STEP 2	0.9350	1.0900	1.1100	1.1450	1.2000	1.2550
	31,003	36,142	36,805	37,966	39,790	41,613
STEP 3	0.9700	1.1350	1.1550	1.1950	1.2550	1.3100
	32,163	37,634	38,297	39,624	41,613	43,437
STEP 4	1.0050	1.1800	1.2000	1.2450	1.3100	1.3650
	33,324	39,126	39,790	41,282	43,437	45,261
STEP 5	1.0400	1.2250	1.2450	1.2950	1.3650	1.4200
	34,484	40,619	41,282	42,940	45,261	47,084
STEP 6	1.0750	1.2700	1.2900	1.3450	1.4200	1.4750
	35,645	42,111	42,774	44,598	47,084	48,908
STEP 7	1.1100	1.3150	1.3350	1.3950	1.4750	1.5300
	36,805	43,603	44,266	46,255	48,908	50,732
STEP 8	1.1450	1.3600	1.3800	1.4450	1.5300	1.5850
	37,966	45,095	45,758	47,913	50,732	52,555
STEP 9	1.1800	1.4050	1.4250	1.4950	1.5850	1.6400
	39,126	46,587	47,250	49,571	52,555	54,379
STEP 10	1.2150	1.4500	1.4700	1.5450	1.6400	1.6950
	40,287	48,079	48,742	51,229	54,379	56,203
STEP 11	1.2500	1.4950	1.5150	1.5950	1.6950	1.7500
	41,448	49,571	50,234	52,887	56,203	58,027
STEP 12	1.2850	1.5400	1.5600	1.6450	1.7500	1.8050
	42,608	51,063	51,726	54,545	58,027	59,850
STEP 13	1.3200	1.5850	1.6050	1.6950	1.8050	1.8600
	43,769	52,555	53,219	56,203	59,850	61,674
STEP 14	1.3550	1.6300	1.6500	1.7450	1.8600	1.9150
	44,929	54,048	54,711	57,861	61,674	63,498
STEP 15	1.3900	1.6750	1.6950	1.7950	1.9150	1.9700
	46,090	55,540	56,203	59,519	63,498	65,321
STEP 16	1.3900	1.7200	1.7400	1.8400	1.9600	2.0150
	46,090	57,032	57,695	61,011	64,990	66,813
STEP 18	1.3900	1.7425	1.7625	1.8625	1.9825	2.0375
	46,090	57,778	58,441	61,757	65,736	67,559
STEP 20	1.3900	1.7650	1.7850	1.8850	2.0050	2.0600
	46,090	58,524	59,187	62,503	66,482	68,305
STEP 22	1.3900	1.7875	1.8075	1.9075	2.0275	2.0825
	46,090	59,270	59,933	63,249	67,228	69,052
STEP 25	1.3900	1.8100	1.8300	1.9300	2.0500	2.1050
	46,090	60,016	60,679	63,995	67,974	69,798

## PSYCHOLOGIST/SPECIAL SERVICES DIRECTOR

Effective with the 2009-2010 school year, the Psychologist shall become a member of the bargaining unit and the Special Services Director shall become a non-bargaining unit member.

- C. Payment of salaries shall be made over a twelve (12) month period. The total salary shall be paid in twenty-six (26) equal payments, commencing September of each school year and ending in August of each school year. Notification of any Board instituted changes in payroll deductions will be made and an explanation of such changes will be made with the paycheck.

During the summer, paychecks will be sent to one (1) address of the employee's choosing.

- D. If possible, each paycheck stub will indicate each individual deduction made and for what reason. The Treasurer will provide, in September of each year, accumulated sick leave for each teacher as of August 31 of that year. The Board will pursue adding cumulative totals for earnings, taxes, and deductions, if it is economically feasible in the opinion of the Board.
- E. Deductions from salary for days docked may be prorated over the remaining pay periods in a school year.

F. ADDITIONAL TRAINING

1. Staff may move horizontally twice during the school year (at the beginning of the school year or the beginning of the second semester), provided:
  - a. Academic work is completed satisfactorily.
  - b. Academic work provides sufficient semester/quarter hours to qualify for the next column on salary schedule.
  - c. Satisfactory evidence of application for official transcript has been received at the Board office no more than fourteen (14) calendar days after beginning of the first or second semester.
  - d. Above criteria are based on eventual receipt of official transcript. The intent is not to penalize teacher because of normal delays by the university.
  - e. It is understood that second semester raises will only apply to the remaining days of the school year and may not be retroactive.

- G. All extended time shall be paid on the daily rate.  
 Extended time shall be allocated in the following manner:

Librarian	4 days, high school
Librarian	2 days in elementary school
Science 4	4 days, high school
	1.5 days, middle school
Home Ec	1 day high school
	1 day middle school
Technology	4 days
Ind. Arts	1 day
Guidance	5 days, elementary/intermediate
Guidance	10 days, high school
Guidance	10 days, high school (middle & HS)
Psychologist	10 days

(MOU to be developed concerning counseling extended time for 2012)

**ARTICLE 29. SUPPLEMENTAL SALARIES**

- A. The following classifications shall be paid at the below percentages, if the Board of Education fills said position(s) with a member of the bargaining unit. The Board shall maintain its prerogative to fill or not to fill any or all classifications or positions. However, no member of the bargaining unit shall be asked or requested to perform any duty that is listed below if he/she is not paid at the rate established. But there may be an occasion where a teacher would volunteer to perform a duty, and in that specific situation it is recognized that there would be no pay. Further, any position that is not listed below shall be voluntary or a percentage rate shall be established with mutual agreement of the Board and the Association. Bargaining unit members shall be guaranteed first right of refusal on supplemental contracts. However, if a non-bargaining unit member holds a position for three consecutive years or more, the Board may choose to continue hiring that person without posting it until that person leaves the position. When two or more bargaining unit members apply for the same supplemental contract and demonstrate equal qualifications based upon training and experience, seniority will be the sole determining factor.
- B. Renewal of supplemental contracts shall follow the "Administrative Procedures on Supplemental Salaries." Paraprofessionals may be employed for supplemental contracts listed below, if no member of the bargaining unit is available for the position.
- C. Payment will be issued at the completion of the activity in the regular check. The procedure regarding withholding shall continue. Yearly positions will have the pay added to the regular checks.

- D. To calculate supplemental salary, multiply the given percentage by the BA-0 base salary.
- E. All use of athletic facilities should be shared as equally as possible regardless of age-sex. Each building group should have first priority over other building groups.
- F. All current bargaining unit members shall be considered for supplemental positions for which he/she applies.

G. PERCENTAGE OF BA-0 STEP BASE-EXTRA-CURRICULAR ACTIVITIES

Index:	1-2	100% of Supplemental
	3-4	104%
	5-6	108%
	7-8	112%
	9-10	116%

- 1. Previous experience in same position counts. This includes previous experience in either boy or girl's program.
  - 2. Experience Credit.
- H. Notification of openings shall occur as follows: (1) during the school year, in each bargaining unit member's mailbox, (2) during the summer, with each paycheck or in a special mailing to all bargaining unit members, or (3) August 15 to the start of school, posted in each Principal's office and the Superintendent's office. Current regular teaching staff, having applied within five (5) days of the notice, shall have preference over hiring new personnel.
  - I. It is agreed by both the Garfield Education Association and the Board of Education that the Athletic Director, grades 7-12, be excluded from the bargaining unit. Also, that the "Athletic Director" type bargaining unit positions will be referred to as Athletic Managers.

20%

Athletic Manager

16%

Head Football

Head Boys Basketball

Head Girls Basketball

Head Wrestling

14%

Assistant Athletic Manager

12%

Head Volleyball Coach

Head Boys Soccer

Head Girls Soccer

Middle School Athletic Manager

10%

Assistant Varsity Football (6)

Asst. Varsity Boys Basketball (3)

Asst. Varsity Girls Basketball (3)

Asst. Varsity Volleyball Coach (2)

Head Baseball

Head Girls Track

Head Girls Softball

Head Boys Track

High School Asst. Wrestling Coach

9%

Summer Band

8%

Head Cheerleading

7<sup>th</sup>-8<sup>th</sup> Boys Track 2

7<sup>th</sup>-8<sup>th</sup> Girls Track 2

8<sup>th</sup> Football

7<sup>th</sup> Football

8<sup>th</sup> Boys Basketball

7<sup>th</sup> Boys Basketball

8<sup>th</sup> Girls Basketball

7<sup>th</sup> Girls Basketball

Head Cross Country

7<sup>th</sup>-8<sup>th</sup> Wrestling

Band Director

Middle School Volleyball (2)

Head Golf

Assistant Baseball (2)

Assistant Track (2)

Assistant Girls Softball (2)

6%

Drug-free Coordinator

Junior Class Advisor

Head Bowling Coach

LPDC Chairperson

5%

High School Drama

Middle School Drama

Musical

Middle School Cross Country

Middle School Asst. Track

Assistant Summer Band Director

Assistant Bowling Coach

4%

National Honor Society

Summer Physical Fitness - Football

Pep Club (H.S. & M.S.)

Student Council

Middle School Cheerleading

Head Weightlifting

Science Club

Freshmen Cheerleader Advisor

French Club

Spanish Club

Jaguar Yearbook

Ski Club (minimum 5 trips)

Art Club

Home Economics Club

United Nations Club

Interact Club

Pep Band (minimum 10 events)

Quiz Bowl

H.S. Drama Club Advisor

Assistant Band Director

Middle School Panda Advisor

Senior Class Advisor

S.A.D.D. Advisor

3%

Department Heads (High School) (7)  
High School Intramural Director  
Middle School Intramural Director  
Technology Coordinators (4)  
Math Tournament Coordinator  
After School Intervention Coordinator  
    (1 each at E.S. and I.S.)  
Distance Learning  
LPDC Member (2)  
Freshman Class Grade Advisor (1)  
Sophomore Class Grade Advisor (1)  
Intervention Assistance Team Coach –  
    elementary only (IAT) (4)  
Dance Team Advisor  
Outdoor Club

2%

Asst. Summer Physical Fitness –  
    Football  
High School Newspaper  
M.S. Yearbook  
M.S. Newspaper  
Elementary Peer Mediation Advisor  
Summer Physical Fitness  
    Boys Basketball  
    Girls Basketball  
    Volleyball  
    Girls Soccer  
    Boys Soccer  
    Wrestling  
Academic (8)  
Vocal Music (2)  
Math Tournament Tutor (2) 5-6, (2) 7-8

Other

Intervention .0009 of the BA-0 Base per  
hour

Summer School .0009 of the BA-0 Base  
per hour

Maximum of 20% of Intervention/  
Summer School for preparation will be  
paid. Time must be spent at school.

## **ARTICLE 30. RETIREMENT INCENTIVE PLAN**

A. The summary statement of the Retirement Incentive Plan is as follows:

Employees who qualify for the Retirement Incentive Plan are eligible to receive fifteen thousand (\$15,000) as a cash bonus. This bonus will be paid in addition to other retirement benefits such as cash payments for unused Sick Leave pay (severance pay).

1. The employee must be eligible for retirement and retire by July 1 of each year.
2. The employee must have ten (10) or more full years of continuous Garfield District full-time service since his/her most recent date of employment or reemployment, and must be in an active state of employment at the time of retirement.
3. The employee must submit a request to be included in this Plan by April 1 prior to the date of retirement. The appropriate request forms will be located in the Superintendent's office.
4.
  - a. The Retirement incentive Plan will be extended to those eligible by STRS standards employees requesting the Plan. The amount of the Incentive Plan is \$15,000.
  - b. An employee who elects not to retire by July 1, of the year in which the employee achieves thirty (30) years' service credit for retirement purposes shall thereafter be ineligible for the Retirement Incentive Plan bonus.

An employee who elects not to retire by July 1, of the year in which the employee achieves twenty-five (25) years' service credit at age 55, or ten (10) years service credit at age 60 for retirement purposes shall thereafter be ineligible for the Retirement Incentive Plan bonus.

5. The provisions of this Retirement Incentive Plan do not apply to:
  - a. Disability retirement.
  - b. Termination or suspension.
  - c. Nonrenewals, RIF, or layoff.
  - d. Those who fail to submit a timely application.

- e. Persons who are currently retired and receiving retirement benefits from STRS, SERS, and PERS.
  - f. Substitute personnel.
6. The Retirement Incentive Plan is entirely voluntary on the part of the employee. Anyone may take a regular service retirement at such time as he/she is eligible. The qualifications listed above apply only to those persons who wish to couple their retirement with the cash bonus.
  7. The cash bonus shall be paid by January 31 of the year following retirement.

**ARTICLE 31. HEALTH AND SAFETY**

- A. The Superintendent shall inspect the buildings and grounds for unsafe working conditions.
- B. A committee of no more than four (4) Association designees shall meet, at their request, with the Superintendent or designee, to discuss safety and health conditions in the workplace. The concerns shall be submitted in writing prior to or at the meeting and a written reply will be forthcoming from the Superintendent or designee within ten (10) workdays of each meeting.
- C. The board shall provide educational information on the dangers and risk of Hepatitis B and the dangers and risk of the vaccination to prevent the disease. Any bargaining unit member will have the opportunity to receive the vaccine from the Board's program at no cost to the bargaining unit member.

**ARTICLE 32. ENTRY YEAR PROGRAM**

The Board of Education will prescribe Mentorship Program as required by the Ohio Department of Education.

**ARTICLE 33. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

The District shall have a Local Professional Development Committee (LPDC) as authorized in SB230. The LPDC shall be governed by its by-laws which shall include the following provisions:

1. There shall be one LPDC for the James A. Garfield School District.

2. The committee shall consist of three members of the Garfield Education Association chosen by the Association, and two administrators, chosen by the Superintendent.
3. Appeal Process shall consist of two steps:
  - A. Step One – Reconsideration by the LPDC.
  - B. Step Two – A final decision will be made by local Appeals Board. This Appeals Board shall be made up of one (1) certified/licensed person chosen by the individual, and one (1) certified/licensed person chosen by the two previously chosen persons. Members shall be chosen by the LPDC. The decision of this Board shall be final.
4. Each member of the LPDC shall receive remuneration equal to three percent (3%) of the base salary each year. The Chairperson of this committee shall receive six percent (6%) of the base salary.
5. Terms of Office:
  - A. There shall be a chairperson elected by the majority vote of the LPDC. The chairperson shall be elected for a two-year term running from September to September, and shall be a member of the GEA.
  - B. There shall be a secretary/recorder elected by majority vote of the LPDC. The secretary/recorder shall be elected for a one (1) year term running September to September.
  - C. The remaining three members shall serve a two (2), three (3), and four (4) year term running from September to September.
6. Vacancies:
  - A. If an administrative position vacancy exists, it shall be filled by the Board.
  - B. If an association vacancy exists, it shall be filled by the Association.
7. Removal: It is assumed that all members of the LPDC will fulfill their duties in a professional manner. In the event that a member is negligent, or in some other way inept or incapacitated, that member may be removed by a unanimous vote of the rest of the LPDC membership.
8. Training: Each LPDC member shall also participate in professional development designed to prepare them for the role within the LPDC. This professional development may be legitimately used by the LPDC members as part of his/her

own Individual Professional Development Plan. The content and scope of the training shall be determined by the LPDC and the district.

9. Meetings: The LDPC shall meet a minimum of five (5) times per year. Other meetings can be called as necessary.

#### **ARTICLE 34. TECHNOLOGY USE**

- A. Bargaining unit members will make reasonable efforts to monitor student internet usage in class to assure students are adhering to the usage agreement signed by students and parents.
- B. Bargaining unit members shall not suffer disciplinary action due to a student's violation of the internet usage agreement.
- C. Each staff member will sign a network privacy agreement and acceptable use policy prior to use of school district technology (see Appendix U).
- D. Bargaining unit members have the right to use technology equipment and software.
- E. The Administration will monitor e-mail/use of internet only for cause.

#### **ARTICLE 35. MILITARY LEAVE**

- A. Any certified/licensed employee in the United States Military Services shall be granted military leave in accordance with ORC 923.05. Should leave extend past one month, he/she shall be paid the difference between what he/she receives from the military and his/her per diem rate on his/her current teaching contract for an additional thirty (30) days.
- B. Military Leave shall not be deducted from accumulated Sick Leave.

#### **ARTICLE 36. ELEMENTARY & SECONDARY EDUCATION ACT**

- A. Any School Improvement Committee that is to be formed pursuant to ESEA shall consist of a majority of classroom teachers.
- B. Any change in term or condition of employment mandated by ESEA shall be bargained with the Association.

### **ARTICLE 37. LABOR/MANAGEMENT RELATIONS COMMITTEE**

- A. The Board and the Association hereby agree to establish a Labor/Management Relations Committee to confer on issues of mutual concern.

The purpose of the committee shall be to aid in communications between Management and the Association. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussions held by this committee shall not be construed as negotiations nor as an official decisionmaking process. The discussions of this committee shall not result in modifications or additions to this Agreement.

- B. This committee shall consist of representatives of both the Association and Management.

The Superintendent shall designate three (3) representatives of the Administration to serve on the committee. The Association shall designate three (3) representatives to serve on the committee. The Superintendent or his/her designee and the Association President or his/her designee shall chair the committee on alternate meetings. Committee representatives shall be appointed annually.

- C. The parties shall meet, regularly, at least three (3) times per school year or at the request of one of the parties. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up at the meeting shall be limited to those included in the agenda.
- D. The meeting shall be held at times and places mutually agreed upon within seven (7) calendar days after the request. An extension of this timetable may be made if both parties agree.
- E. A subcommittee may be assigned to study/research certain issues and to report back to the Labor/Management Relations Committee. Subcommittee(s) shall be jointly appointed by the parties.
- F. A joint statement prepared and agreed to by the Association representatives and the Management representatives will be made at the conclusion of each committee meeting. Committee reports will be sent to all concerned parties.

### **ARTICLE 38. EFFECTS OF AGREEMENT**

- A. This Master Contract represents the Entire Agreement between the Board and the Association. All rules, regulations, practices and procedures which have been

established to effectuate the Master Contract shall not be modified or discontinued without mutual consent of the parties.

The parties acknowledge that during the negotiations which resulted in this Master Contract, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties constitute the entire Master Contract between them and settles all demands and issues on all matters within the scope of negotiations.

If, during the term of this Master Contract, there is a change in any applicable State or Federal law or rule or regulation adopted by the State Department of Education which requires the Board of Education to develop policies that change any term(s) or condition(s) of employment, then the parties will meet to negotiate the affected term or condition within thirty (30) days.

- B. As it applies to the parties, this Master Contract shall prevail over conflicting Board policy and conflicting provisions of State law, except those provisions so delineated in ORC 4117.

**ARTICLE 39. DURATION AND INTENT OF AGREEMENT**

- A. This Master Agreement and the Appendices, hereto, constitute the whole agreement between the Garfield Board of Education and the Garfield Education Association; and this Agreement shall become effective from July 1, 2012, through midnight (12:00) on June 30, 2015.
  
- B. **IN WITNESS THEREOF**, the parties have caused this Master Agreement to be executed on the day and year first mentioned above.

**SIGNATURES TO AGREEMENT**

**GARFIELD BOARD OF  
EDUCATION  
NEGOTIATIONS TEAM**

**DATE**

**GARFIELD EDUCATION  
ASSOCIATION  
NEGOTIATIONS TEAM**

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Superintendent

OEA Consultant

President

President

This Master Agreement and its Appendices were accepted by the Garfield Board of Education at the meeting of \_\_\_\_\_, 2009.

Treasurer \_\_\_\_\_

**APPENDIX A**

**GARFIELD LOCAL SCHOOLS**

**INFORMAL GRIEVANCE NOTIFICATION**

Dear \_\_\_\_\_:  
(Administrator)

This letter is to notify you that I request a meeting for an informal alleged grievance discussion.

Sincerely,

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

**APPENDIX B**

**GARFIELD LOCAL SCHOOLS  
GRIEVANCE FORM (LEVEL \_\_\_\_)**

Name \_\_\_\_\_ Building \_\_\_\_\_

STATE A PROVISION(S) OF AGREEMENT VIOLATED,  
MISINTERPRETED, AND/OR MISAPPLIED: \_\_\_\_\_

STATEMENT OF GRIEVANCE (include the pertinent provisions of  
Contract, Policy, Rule or Regulation, and be concise): \_\_\_\_\_

REMEDY REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved \_\_\_\_\_ Date

DISPOSITION RENDERED: \_\_\_\_\_

\_\_\_\_\_  
Signature of person rendering disposition \_\_\_\_\_ Date

(Attach additional pages if needed for completion of any section.)

**APPENDIX C**

**TEACHER'S CONTRACT - LIMITED  
ORC 3319.07-3319.08**

**AN AGREEMENT** entered into between \_\_\_\_\_, PARTY OF THE FIRST PART, and the Board of Education of the James A. Garfield Local School District of Portage County, Ohio, **PARTY OF THE SECOND PART.**

**PARTY OF THE FIRST PART AGREES:**

- (A) To teach in the public schools of said district for a period of \_\_\_\_\_.
- (B) To abide by and maintain the written policies and rules adopted by said Board of Education; and abide by and maintain the Master Agreement between the Garfield Education Association and the Board of Education; and to carry out the educational programs of the County Superintendent and the Local School Superintendent.
- (C) To give up \_\_\_\_\_ position, only with the consent of said Board, after the tenth (10<sup>th</sup>) day of July, prior to the school year for which \_\_\_\_\_ has been employed. (See Ohio Revised Code 3319.15)

**IN CONSIDERATION** of the above service, **PARTY OF THE SECOND PART AGREES** to pay **PARTY OF THE FIRST PART** the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), payable in \_\_\_\_\_ installments.

**ENTERED INTO** at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Teacher**

\_\_\_\_\_  
**Board President**

\_\_\_\_\_  
**Board Treasurer**

On contracts for more than one (1) year, the provisions of ORC 3319.12 as to Salary Notices apply

**APPENDIX D**

**TEACHER'S CONTRACT - CONTINUING  
ORC 3319.01-.07 - .08 - .11 - .12**

**AN AGREEMENT** entered into between \_\_\_\_\_  
\_\_\_\_\_, of \_\_\_\_\_, Portage County, Ohio,  
and the Board of Education of the James A. Garfield School District in  
Portage County, Ohio; the said \_\_\_\_\_ hereby  
agrees to teach in the public schools of said district from the date of this  
contract until - he/she resigns, elects to retire, is retired pursuant to ORC  
3307.37 or until said contract is terminated or suspended as provided by  
law. Said \_\_\_\_\_  
further agrees to abide by and maintain the rules and regulations adopted  
by said Board of Education for the government of the schools of said  
district, and abide by and maintain the Master Agreement between the  
Garfield Education Association and the Board of Education and the  
policies of the Board of Education.

**IN CONSIDERATION** of, and for such services, the Board agrees to  
pay, at the office of its Treasurer, to the said \_\_\_\_\_,  
the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) )  
annually. Said sum to be payable in a specified number of monthly  
installments as shall be indicated in notices to be sent annually, as  
provided by law.

**ENTERED INTO** at \_\_\_\_\_, Ohio,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Teacher**

\_\_\_\_\_  
**Board President**

\_\_\_\_\_  
**Board Treasurer**

**APPENDIX E**

**SUPPLEMENTAL CONTRACT**

**THIS LIMITED CONTRACT** entered into between \_\_\_\_\_,  
(name)

of \_\_\_\_\_, \_\_\_\_\_, Ohio,  
(address) (city)

hereinafter referred to as "Teacher", and the James A. Garfield Board of Education of Portage County, Ohio, hereinafter referred to as "Board",

**WITNESSETH:**

**IN ADDITION** to Teacher's regular teaching duties, said teacher does hereby promise and agree to perform the following duties for and in behalf of said Board: \_\_\_\_\_

\_\_\_\_\_;  
and further agrees to abide by and maintain the rules and regulations adopted by such Board; and abide by and maintain the Master Agreement between the Garfield Education Association and the Board and the policies of the Board of Education. Such additional duties shall be performed by teacher during the \_\_\_\_\_ year beginning \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_.

**IN CONSIDERATION** of the duties to be performed by said teacher, the Board promises and agrees to pay teacher the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), annually, payable as follows: \_\_\_\_\_.

**THIS LIMITED CONTRACT** entered into at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Teacher**

\_\_\_\_\_  
**Board President**

**APPENDIX F**

**TEACHER'S SALARY NOTICE**  
**ORC 3319.12**

OFFICE OF THE BOARD OF EDUCATION  
JAMES A. GARFIELD LOCAL SCHOOL  
DISTRICT GARRETTSVILLE, OHIO

---

TO: \_\_\_\_\_  
\_\_\_\_\_

In accordance with Revised Code 3319.12,\* you are hereby notified that your salary for the \_\_\_\_\_ school year will be \$\_\_\_\_\_. Said salary will be payable in bi-weekly installments, beginning \_\_\_\_\_, and you agree to abide by and maintain the rules and regulations adopted by said Board of Education and the Master Agreement between the Garfield Education Association and the Board of Education and the policies of the Board of Education.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Treasurer

Type of Contract: \_\_\_\_\_

**\*ORC 3319.12:** Each Board of Education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher such year.

## APPENDIX G

### TEACHER SELF-HELP QUESTIONNAIRE

X -- to indicate choice

- |  |   |     |      |     |  |  |      |      |     |      |     |
|--|---|-----|------|-----|--|--|------|------|-----|------|-----|
| 1. <b>KNOWLEDGE OF SUBJECT:</b> Do you have a thorough knowledge and understanding of your teaching field?                 | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 2. <b>CLARITY OF PRESENTATION:</b> Are ideas presented at a level which can be understood?                                 | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 3. <b>FAIRNESS:</b> Are you fair and impartial in your treatment of all students in the class?                             | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 4. <b>CONTROL:</b> Is the classroom orderly but also relaxed and friendly?   | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 5. <b>ATTITUDE TOWARD STUDENTS:</b> Do you feel that the students like you?  | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 6. <b>SUCCESS IN STIMULATING INTEREST:</b> Is this class interesting and challenging?                                      | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 7. <b>ENTHUSIASM:</b> Do you show interest in and enthusiasm for the subject? Do you enjoy teaching this subject?          | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 8. <b>ATTITUDE TOWARD STUDENT IDEAS:</b> Do you have respect for things you have to say in class?                          | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 9. <b>ENCOURAGEMENT OF STUDENT PARTICIPATION:</b> Do you encourage students to raise questions and express ideas in class? | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 10. <b>SENSE OF HUMOR:</b> Do you share amusing experiences and laugh at your own mistakes?                                | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 11. <b>ASSIGNMENTS:</b> Are assignments sufficiently challenging without being unreasonably long?                          | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 12. <b>APPEARANCE:</b> Is your grooming and dress in good taste?   | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 13. <b>OPENNESS:</b> Are you able to see things from other people's point of view?   | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 14. <b>SELF-CONTROL:</b> Do you become angry when little problems arise in the classroom?                                  | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 15. <b>CONSIDERATION OF OTHERS:</b> Are you patient, understanding, considerate, and courteous?                            | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |
| 16. <b>EFFECTIVENESS:</b> What is your overall appraisal of your effectiveness?  | <table border="0" style="margin: auto;"> <tr> <td style="border-top: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> |     |      |     |  |  | Poor | Fair | Avg | Good | Exc |
|  |   |     |      |     |  |  |      |      |     |      |     |
| Poor   | Fair  | Avg | Good | Exc |  |  |      |      |     |      |     |

**APPRAISAL (REGULAR CYCLE) OBSERVATION GUIDE**

\_\_\_\_\_  
Name

**I. PERSONAL ATTITUDES AND CHARACTERISTICS**

1. Takes initiative in meeting responsibilities.
  - a. Establishes a pattern of being dependable by being punctual, maintaining accurate records, attending required meetings, and by supplying instructions for substitute teachers.
  - b. Supervises the care and/or safe storage of school equipment under his/her jurisdiction.
  - c. Is willing to assume responsibility for supervising pupil behavior in school situations. (When a teacher becomes aware of disruptive behavior outside of his/her classroom--in the hallways, washrooms, assemblies, lunchroom, bus stops, etc., he/she attempts to deal with it.
2. Relates positively to students, parents, and staff.
  - a. Demonstrates friendliness, honesty, and sincerity in a desire to help.
  - b. Exercises emotional control.
  - c. Accepts mistakes in a classroom; attempts to prevent or resolve interpersonal conflicts; uses verbal/non-verbal praise.
  - d. Exhibits concern for the feelings and opinions of others; is tactful and discreet.
3. Responds constructively to supervision.
  - a. Considers statements of observation and its analysis presented in a constructive manner.
  - b. Assumes responsibility for improvement.
4. Maintains acceptable professional appearance.

## II. PROFESSIONAL ATTITUDES AND CHARACTERISTICS

1. Helps each pupil to develop a realistic, positive self-image.
  - a. Helps students feel that their presence and participation is desirable and of value by using techniques of both verbal and non-verbal positive reinforcement.
  - b. Demonstrates a fair and open-minded concern for the pupils as evidenced by impartiality, listening to various points of view, attention to student inquiries, and their need for explanations.
  - c. Attempts to involve as many students as possible in constructive activities.
2. Shows evidence of professional growth.
  - a. Demonstrates awareness of current trends relevant to his/her field. (This may be attained through workshops, courses, publications, research or independent pursuits. Evidence of this awareness may be obtained in a conference with the teacher.)
  - b. Works toward professional self-improvement.
3. Abides by written administrative policies and procedures within department/school/district as stipulated in School Board policies, teachers' handbook, and other currently written regulations.
4. Works cooperatively with school and district personnel, and assumes delegated responsibilities.
  - a. Accepts necessary building duties in addition to the teaching assignment.
  - b. Is available, upon request, to share abilities and knowledge with fellow teachers.
  - c. Cooperates with colleagues in implementation of programs, policies, and daily routines.
  - d. Encourages pupils to respect and observe school policies and routines.
5. Informs parents of pupil performance, and works with parents and other school personnel to bring about improvement and growth.
  - a. Initiates communications with the parents.
  - b. Makes self available and prepares for conferences.
  - c. Follows through on a mutually agreed upon plan of action.

### III. PROFESSIONAL COMPETENCIES

1. Demonstrates skill in the presentation of subject matter.
  - a. Gives clear, concise directions, and concept clarification to make himself/herself understood by the students.
  - b. Uses instructional vocabulary and materials suited to the students.
  - c. Calls attention to the points of major importance.
  - d. Anticipates difficulties and explains in advance.
  - e. Is able to rephrase and give additional examples in response to questions by students, where desirable.
2. Seeks to promote student success by adapting methods, activities, and provide materials.
  - a. Adapts materials, methods, and activities according to the student's individual needs, objectives of lesson, guidelines of the curriculum. (Class size should also be considered.)
  - b. Plans classroom activities appropriate for the current level of competence of the students.
  - c. Makes assignments which reinforce classroom learning.
  - d. Uses diagnostic and remedial procedures where appropriate.
3. Evidences planning and organization, not necessarily written and is flexible in taking advantage of spontaneous learning, opportunities.
  - a. Organizes presentation and activities as planned steps toward meeting established goals.
  - b. Guides class from one activity to another with ease.
  - c. Demonstrates competence in subject matter.
  - d. Plans sufficient activities for the time allotted.

4. Involves students in active learning processes.

(The following methods are illustrative of how this may be done: challenging, questioning, encouraging, guiding critical thinking, guiding conceptualization, providing laboratory experiences, providing opportunities of practical application.)

### IV. INSTRUCTIONAL MANAGEMENT

1. Establishes and maintains reasonable classroom control.
  - a. Develops an atmosphere of mutual respect and cooperation as evidenced by pupil-pupil, pupil-teacher interactions which are relaxed, good-natured, and courteous.

## APPENDIX H 4 of 4

- b. Builds desirable classroom standards of work and behavior involving the students, when appropriate, and interprets the standards in a manner which is designed to prevent problems. Is firm, consistent, and fair in holding the students to these classroom standards.
  - c. Uses disciplinary approaches that are constructive.
  - d. Encourages students to exercise self-discipline. (This may be evidenced in part by the manner in which students respond to inappropriate classroom behavior on the part of their peers.)
  - e. Deals with causes of inappropriate behavior as well as with the behavior itself, when possible.
  - f. Deals with behavioral problems on an individual basis.
  - g. Demonstrates the ability to handle most classroom disciplinary problems directly.
2. Conducts classroom activities in an efficient manner.
- a. Classroom situation is orderly, businesslike; work areas are arranged to be conducive to learning; and most students are on task.
  - b. Effectively maintains productive daily routine and administration, by handling reports and announcements promptly and efficiently.
  - c. Uses a variety of classroom activities.
  - d. Removes potential distractions to the planned classroom activities.
  - e. Directs supervised study.
  - f. Attends to the physical conditions and appearance of the classroom and comfort of the students, where within the teacher's control.
3. Keeps records as needed to provide information on pupil progress.
- a. Maintains up-to-date, accurate, and legible records of pupil attendance as required for his/her grade level or subject area.
  - b. Enters records of parental conferences in the cumulative files, when appropriate.
  - c. Assigns grades in a manner consistent with school and departmental policy.
4. Implements approved curriculum for grade or subject.
- a. Follows the scope and sequence of the instructional program as it relates to his/her teaching assignment.
  - b. Uses adopted materials, supplemental books, texts, etc., in keeping with the instructional program.

**PRE-OBSERVATION CONFERENCE DATA**

Name \_\_\_\_\_

**(PLEASE SUBMIT THIS DATA AT THE PRE-OBSERVATION CONFERENCE.)**

1. What have you been doing in class during the past week? i.e. actual things you are doing, objectives, problems, etc.
  
2. What will be the context of the lesson?
  
3. What will the learner be able to do as the result of your instruction? Be specific.
  
4. How able are the students in handling the instruction, the materials, the reading?
  
5. What do you expect from the students as far as their involvement is concerned during class?
  
6. How will you know that they achieved this objective? What types of evaluation criteria in use?

**NOTE: THE PRINCIPAL WILL CONTINUALLY WRITE WHILE IN YOUR CLASS. WHAT DO YOU WANT THE PRINCIPAL TO FOCUS UPON WHILE IN YOUR CLASS?**

**TEACHER APPRAISAL FORM (REGULAR CYCLE)**

TEACHER \_\_\_\_\_

BUILDING \_\_\_\_\_

VISITATION DATE \_\_\_\_\_

SUBJECT/GRADE LEVEL \_\_\_\_\_

**I. COMMENDATIONS:**

**II. SPECIFIC AREAS:**

OBSERVATIONS

RECOMMENDATIONS

**III. SUGGESTIONS AND RECOMMENDATIONS:**

**IV. TEACHER COMMENTS:**

**NOTE: THIS SHOULD NOT BE CONSIDERED AS AN OFFICIAL RATING. IT IS PROVIDED SOLELY FOR THE PURPOSE OF IMPROVING THE TEACHER'S INSTRUCTION IN THE CLASSROOM.**

\_\_\_\_\_  
Teacher's Signature  
(Does not necessarily indicate agreement.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Appraiser's Signature

\_\_\_\_\_  
Date



DECEMBER/APRIL REPORT

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

EXPERIENCE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN-SERVICE PROVIDED TO THE TEACHER  
\_\_\_\_\_  
\_\_\_\_\_

(Check ONE only)

- \_\_\_\_\_ 1. The teacher has met the expectations of the regular appraisal.
- \_\_\_\_\_ 2. Documented deficiencies were noted during the regular appraisal.
- \_\_\_\_\_ 3. Documented deficiencies were noted during the regular appraisal, and a special appraisal will follow.
- \_\_\_\_\_ 4. No serious deficiencies were noted during the special appraisal, or the deficiencies have been corrected during the special appraisal.
- \_\_\_\_\_ 5. Serious deficiencies were noted during the special appraisal and are attached.

(Principal must complete the next item in the April report, or in the December report if it is to be the last report of the year.)

Based upon the above, your contract recommendation is:

- \_\_\_\_\_ CONTINUING CONTRACT
- \_\_\_\_\_ LIMITED CONTRACT
- \_\_\_\_\_ NON-NEEDED
- \_\_\_\_\_ TERMINATION
- \_\_\_\_\_ NON-RENEWAL

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Principal

(Signature of the teacher does not necessarily indicate agreement.)

**NOTICE OF SPECIAL APPRAISAL**

Date \_\_\_\_\_

Dear \_\_\_\_\_:

This notice is to inform you that your performance, as deemed by the Administrator of \_\_\_\_\_ School, as a teacher in the Garfield Local Schools, is in need of a Special Appraisal in accordance with Article 9., Paragraph D., of the Master Agreement between the Garfield Education Association and Board of Education.

I have scheduled the following date and time for us to discuss this matter. You are entitled to Association representation at this meeting.

Date \_\_\_\_\_ Time \_\_\_\_\_

**If this is not a convenient time, please get in touch with me so that we can agree on an alternate date and time.**

Teacher's signature below indicates that this notice has been read, but does not necessarily indicate agreement with the implications.

\_\_\_\_\_  
Teacher's Signature                      Date                      Principal's Signature                      Date

**(PLEASE BRING THIS FORM TO THE PRE-OBSERVATION CONFERENCE.)**

**FORM FOR SPECIAL APPRAISAL**

TEACHER \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
 GRADE and/or  
 SUBJECT \_\_\_\_\_ PERIOD \_\_\_\_\_ DATE \_\_\_\_\_

KEY: D - DEFICIENCY

**(MARK ALL CATEGORIES THAT ARE DEFICIENCIES)**

**CATEGORY**

- \_\_\_\_\_ Cooperates with other members of the staff in planning instructional goals, objectives and methods to help meet the district-wide goals and objectives.
- \_\_\_\_\_ Assesses the accomplishments of students on a regular basis and provides progress reports as required.
- \_\_\_\_\_ Seeks the assistance of district specialists to diagnose the learning disabilities of students.
- \_\_\_\_\_ Confers with colleagues, students, and/or parents on a regular basis.
- \_\_\_\_\_ Assumes responsibility for assisting the administration in implementing policies and/or rules governing student life and conduct.
- \_\_\_\_\_ Plans and supervises purposeful assignments for substitute teachers, teacher aides, and/or volunteers.
- \_\_\_\_\_ Strives to maintain and improve professional competence through an on-going program of reading, workshops, seminars, conferences and/or advanced course work at institutions of higher learning.
- \_\_\_\_\_ Attends staff meetings and serves on staff committees.

**FORM FOR SPECIAL APPRAISAL**

TEACHER \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
 GRADE and/or  
 SUBJECT \_\_\_\_\_ PERIOD \_\_\_\_\_ DATE \_\_\_\_\_

KEY: D - DEFICIENCY

**(MARK ALL CATEGORIES THAT ARE DEFICIENCIES)**

**CATEGORY**

- \_\_\_\_\_ Cooperates with other members of the staff in planning instructional goals, objectives and methods to help meet the district-wide goals and objectives.
- \_\_\_\_\_ Assesses the accomplishments of students on a regular basis and provides progress reports as required.
- \_\_\_\_\_ Seeks the assistance of district specialists to diagnose the learning disabilities of students.
- \_\_\_\_\_ Confers with colleagues, students, and/or parents on a regular basis.
- \_\_\_\_\_ Assumes responsibility for assisting the administration in implementing policies and/or rules governing student life and conduct.
- \_\_\_\_\_ Plans and supervises purposeful assignments for substitute teachers, teacher aides, and/or volunteers.
- \_\_\_\_\_ Strives to maintain and improve professional competence through an on-going program of reading, workshops, seminars, conferences and/or advanced course work at institutions of higher learning.
- \_\_\_\_\_ Attends staff meetings and serves on staff committees.

**STATEMENT OF DEFICIENCY AS NOTED  
IN SPECIAL APPRIASAL**

(Use one copy of this form for each separate deficiency.)

This form will be completed by the Principal during the conference after the Principal has conducted an observation.

TEACHER \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

GRADE and/or  
SUBJECT \_\_\_\_\_ PERIOD \_\_\_\_\_ DATE \_\_\_\_\_

**ASSESSMENT OF NEEDS**

NATURE OF DEFICIENCY:

DEFICIENCY CORRECTION NEEDED:

IN-SERVICE OR OTHER SUGGESTIONS:

ADMINISTRATIVE ASSISTANCE:

TIME (TARGET DATE FOR CORRECTION OF DEFICIENCY):

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Principal

(Signature does not necessarily mean agreement but only receipt of form.)

**GARFIELD LOCAL SCHOOLS  
ALL-PURPOSE LEAVE FORM**

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

DATE OF LEAVE FROM \_\_\_\_\_ TO \_\_\_\_\_

NUMBER OF WORKING DAYS TO BE ABSENT \_\_\_\_\_

**(Check ONE only)**

- \_\_\_\_\_ SICK LEAVE (Complete Section A)
- \_\_\_\_\_ ASSAULT LEAVE (Attach Certificate)
- \_\_\_\_\_ PERSONAL LEAVE
- \_\_\_\_\_ COMPULSORY LEAVE (Attach Substantiation)
- \_\_\_\_\_ ATTENDANCE TO CONFERENCE (Attach Statement)
- \_\_\_\_\_ MATERNITY/CHILD CARE LEAVE (Attach Statement)
- \_\_\_\_\_ LEAVE FOR PROFESSIONAL IMPROVEMENT (Attach Requirements of Article 19 of the Master Agreement)
- \_\_\_\_\_ ASSOCIATION (Signature of GEA President) \_\_\_\_\_
- \_\_\_\_\_ FIELD TRIP
- \_\_\_\_\_ OTHER UNPAID LEAVE

**Section A. SICK LEAVE (Check ONE Only)**

\_\_\_\_\_ PERSONAL ILLNESS \_\_\_\_\_  
Name/Address of Attending Physician

- \_\_\_\_\_ PERSONAL INJURY
- \_\_\_\_\_ EXPOSURE TO CONTAGIOUS DISEASE
- \_\_\_\_\_ PREGNANCY
- \_\_\_\_\_ DEATH IN THE IMMEDIATE FAMILY
- \_\_\_\_\_ ILLNESS - DEATH IN IMMEDIATE FAMILY (Name): \_\_\_\_\_  
(Relation) \_\_\_\_\_

_____	_____	_____
Employee	Principal	Superintendent
Date _____	Date _____	Date _____

Board action (if necessary) \_\_\_\_\_ APPROVED \_\_\_\_\_ NOT APPROVED

Date of Action \_\_\_\_\_

GARFIELD LOCAL SCHOOLS

SUMMARY OF SCHEDULE OF BENEFITS

Following is a summary of benefits covered under this Plan. All benefits are subject to medical necessity unless otherwise stated herein.

All out of area claims and referrals are to be treated as in Network claims.

COMPREHENSIVE MAJOR MEDICAL BENEFITS

Unless otherwise stated, all benefits are subject to the following deductible, copay and maximum amounts:

1. Lifetime Maximum Benefits for Eligible Expenses ..... \$2,000,000 per covered person
2. Deductible (calendar year):
  - In-Network:
    - per person .....\$100.00
    - per family (to a family limit of) .....\$200.00
  - Out-of-Network:
    - per person .....\$200.00
    - per family (to a family limit of) .....\$400.00
3. Percentage for all Care and Treatment:
  - In-Network.....90% of the first \$4,000
  - Out-of-Network .....80% of the first \$3,500
4. Individual Out-of-Pocket Maximum per year including deductible:
  - In-Network:
    - per person .....\$500.00
    - per family.....\$1,000.00
  - Out-of-Network:
    - per person .....\$900.00
    - per family.....\$1,800.00

\*Board reimburses employee after December 31 of each year out-of-pocket in excess of \$350/\$700 up to a total of \$150/\$300.

5. Maximum Daily Service Charge .....Semi-Private Room Charge of confining hospital
6. Special Care Units (ICU & CCU).....R&C, subject to deductible and coinsurance
7. Ancillary Services Maximum.....R&C, subject to deductible and coinsurance
8. In-Hospital Physician Visits .....R&C, subject to deductible and coinsurance



25. Rehabilitation Facility Services..... 80% R&C  
up to 365 days of coverage
26. Prescription Drug Benefits as follows:
- |                   | <u>Non-Formulary</u> | <u>Formulary</u> | <u>Generic</u> |
|-------------------|----------------------|------------------|----------------|
| Retail            | \$20.00              | \$10.00 co-pay   | \$3.00 co-pay  |
| Mail Order 90 Day | \$40.00              | \$20.00 co-pay   | \$6.00 co-pay  |

**PRE-EXISTING CONDITIONS FOR NEW PARTICIPANTS:**

27. A condition is deemed to be pre-existing if treatment was received or expense incurred during the three (3) months immediately preceding the effective date.
28. The pre-existing limitation of the contract is satisfied if the participant has gone without treatment or expense incurred for three (3) consecutive months or twelve (12) months have expired while covered under the Plan.

**DENTAL PLAN**

29. Sealants for Children under Age 14:
- |                   |         |
|-------------------|---------|
| Pre-Molars.....   | 100%    |
| Child Ortho ..... | \$2,000 |

**ENHANCED WELLNESS PLAN – effective 2009-2010**

**30. Wellness Benefits (Employee and Spouse)**

<u>Network</u>	<u>Out of Network</u>
100% up to \$300.00	100% R & C
After \$300.00 is met applied to deductible	Deductible does not apply
90% after \$300.00 and deductible are met	Calendar Year Maximum: \$100.00

**31. Well Child Benefit (Age 1 – Age 9)**

<u>Network</u>	<u>Out of Network</u>
100% up to \$300.00	100% R & C
After \$300.00 is met applied to deductible	Deductible does not apply
90% after \$300.00 and deductible are met	Calendar Year Maximum: \$150.00

**32. Well Baby Benefit (Birth – 12 months)**

<u>Network</u>	<u>Out of Network</u>
100% up to \$750.00	100% R & C
After \$750.00 is met applied to deductible	Deductible does not apply
90% after \$750.00 and deductible are met	Calendar Year Maximum: \$500.00

33. **Genetic Testing – Effective with the 2009-2010 contract year, the Group Health Plan is amended as follows to include genetic testing.**

#### **PLAN AMENDMENT**

**Effective July 1, 2009, Group Health Plan has been amended as follows:**

**Genetic Testing and Surgical Procedures for High Risk Patients –**

##### **Genetic Testing**

**The appropriateness of genetic testing must be demonstrated in medical records which identify the patient as having a strong family history of breast cancer and/or ovarian cancer.**

**Family history is defined by any of the following criteria:**

- **Multiple relatives are affected;**
- **Relatives including self were diagnosed at comparatively younger ages than is typical (prior to age 50);**
- **Relatives have multiple primary cancers;**
- **There is an autosomal dominant pattern that indicates that the patient is in a common genetic path with her affected relatives.**

##### **Results**

**A patient in any of the following circumstances may be considered high risk:**

- **A mutated BRCA gene found by genetic testing;**
- **Lobular neoplasia (fluid type 2), also referred to as LCIS or lobular carcinoma in situ (this pertains to removal of the uninvolved breast);**
- **Atypical lobular hyperplasia, type 1.**

##### **Further Treatment**

**Prophylactic surgery and reconstruction when results of the genetic test BRCA I or BRCA II confirm the mutation of the gene will be covered. This will include a prophylactic mastectomy or oophorectomy.**

**Such coverage will be subject to annual deductibles and coinsurance provisions as may be deemed appropriate and as are consistent with those established for other benefits under the Plan or coverage.**

**Non Covered Conditions**

**BRCA I and BRCA II testing will be covered one time per lifetime and will not include a second level of testing.**

**BRCA testing for covered individuals performed primarily for the medical management of other family members that are not covered under the Plan is not covered.**

**Tissue samples from other family members not covered under the Plan may be required to provide the medical information necessary for the proper care of the covered member.**

**VISION PLAN – Effective July 1, 2010**

**Optional vision coverage is available for \$1.00 per month single coverage and family coverage.**

**34. Vision Examinations**

- Limited to one exam every 12 months
- 100% up to \$50.00 per year

**Lenses**

- Limited to one pair every 12 months
- Single vision lenses – 100% up to \$50.00
- Bifocal Lenses – 100% up to \$70.00
- Trifocal Lenses – 100% up to \$80.00
- Lenticular Lenses – 100% up to \$100.00

**Frames**

- Limited to one set each 12 months
- 100% up to \$75.00

**Contact Lenses**

- Limited to one set each 12 months
- Elective 100% up to \$125.00 in lieu of lenses and frames
- Necessary 100% to \$175.00

## HOME HEALTH AND HOSPICE CARE

**HOME HEALTH CARE SERVICES:** Provides home and office visits for the treatment of an injury, illness or condition for which you were hospitalized. Visits must begin within 30 days from the date you were discharged. Home Health Care must be prescribed by a physician and reviewed and approved by the physician every two weeks. Benefits are not provided for any visit made more than 365 days after the date of the first visit. We will pay the R&C amounts for the following covered services, subject to the deductible and coinsurance, to a calendar year maximum of 100 visits:

- ★ Professional services of a R.N. or L.P.N.
- ★ treatment by physical means, occupational therapy or speech therapy.
- ★ medical and surgical supplies.
- ★ prescribed drugs.
- ★ oxygen and its administration.
- ★ medical social service consultations.
- ★ health aid services when you are also receiving covered nursing or Therapy Services.

We do not pay Home Health Care Services for:

- ★ dietician services.
- ★ homemaker services.
- ★ maintenance therapy.
- ★ dialysis treatment.
- ★ purchase or rental of dialysis equipment.
- ★ food or home delivered meals.
- ★ training.

**HOSPICE BENEFITS** - Benefits will be payable if an eligible individual has covered charge for services and supplies furnished directly by a hospice. Hospice benefits will be payable to a maximum of 6 months of treatment. Covered Charges Include:

1. Room and Board for confinement in a hospice.
2. Services and supplies furnished by the hospice while the patient is confined therein.
3. Part-time nursing care by or under the supervision of a registered nurse.
4. Home health aide services.
5. Nutrition services.
6. Special meals.
7. Counseling services by a licensed social worker or a licensed pastoral counselor.
8. Bereavement counseling by a licensed social worker or licensed pastoral counselor for patient's immediate family as follows:
  - a. the benefit percentage will be 90% up to a maximum of \$1,000.00 for such services; and
  - b. such services will only be covered during the six month period following the patient's death.

**Limitations:** Hospice Benefits will only be paid if the eligible individual's attending physician certifies that:

1. The eligible individual is terminally ill; and
2. The eligible individual is expected to die within 6 months or less.
3. Any covered charge paid under hospice benefits will not be considered a covered charge under any other benefit in this program.

"Patient's immediate family" is the patient's spouse and children eligible under this program.

**APPENDIX R**

**COMPLAINT FORM**

**JAMES A. GARFIELD SCHOOLS**

Please state the problem clearly and detail the nature including specifics as to times, dates, and places.

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Name (Complainant) \_\_\_\_\_

Signature

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Employee complaint is against: \_\_\_\_\_

Please know that your complaint will be thoroughly investigated and the findings will be shared with you.

## APPENDIX S

### Maplewood Area Joint Vocational School District

7075 State Route 88  
Ravenna, Ohio 44266  
(330) 296-2892  
(330) 296-5680 Fax

John Kilchenman, Ed D., Superintendent  
Doris A. Hart, Treasurer

### MEMORANDUM

*To: Covered Employees*

*From: John Kilchenman*

*Date: Thursday, April 03, 1997*

*Subject: Statement concerning Insurance Benefit Booklets*

As Chairman of the Directors and Trustees, I make the following statement on behalf of the Portage County Schools Insurance Consortium:

*"Except for any changes in deductibles, co-pays, or a pre-existing condition clause that may have been negotiated between the respective bargaining units and their Boards of Education, the benefits reflected in these booklets are equal to or better than those outlined in the benefit booklets in force for the previous contract period."*

James A. Garfield School District

**Appraisal of Certified, Non-Classroom Staff**

Name \_\_\_\_\_ School Year \_\_\_\_\_ Total Years Experience \_\_\_\_\_

School \_\_\_\_\_ Assignment \_\_\_\_\_ Years in Present Assignment \_\_\_\_\_



<b>I. PROFESSIONAL COMPETENCIES</b>	Commendation	Meets Standards	Needs Improvement	Overall Rating for Professional Competencies (Check one in each section)  <input type="checkbox"/> Meets Standards <input type="checkbox"/> Needs Improvement  <b>Comments:</b>
A. Knowledge of the Student(s)				
B. Knowledge of Guidance/Counseling				
C. Planning and Program Implementation				
D. Evidence of Professional Growth				
E. Assistance to Students				
F. Communication Skills				
G. Resourcefulness				
<b>II. HUMAN RELATIONS COMPETENCIES</b>				Overall Rating for Human Relations Competencies  <input type="checkbox"/> Meets Standards <input type="checkbox"/> Needs Improvement  <b>Comments:</b>
A. Rapport with Students				
B. Availability to Students				
C. Small Group Relationships				
D. Working Partnerships with Administration				
E. Rapport with Parents				
F. Working Partnership with Staff				

**APPENDIX T**  
**2 of 2**

<b>III. MANAGEMENT COMPETENCIES</b>	Commendation	Meets Standards	Needs Improvement	Overall Rating for Management Competencies
A. Monitors the Dynamics of Individual/Group Behavior				<p style="text-align: center;">_____ Meets Standards _____ Needs Improvement</p> <p><b>Comments:</b></p>
B. Promptness and Accuracy of Reports				
C. Routine Procedures and Follow-Up				
D. Appearance/Organization of Professional Work Area				
E. Dependability				
<b>IV. REFERRAL COMPETENCIES</b>				Overall Rating for Referral Competencies
A. Manages information for Referral/Placement				<p style="text-align: center;">_____ Meets Standards _____ Needs Improvement</p> <p><b>Comments:</b></p>
B. Prepared for Conference/Focused on Problem/Issue				
C. Prepares Proper Documentation, Required Forms, Records, etc.				
D. Has Knowledge of Community Resources and Referral Sources				
E. Follow-Up on Referral				
<b>V. SUMMARY COMMENTS:</b>				

Signature of Principal/Supervisor \_\_\_\_\_

Date \_\_\_\_\_

**Counselor's Comment:**

Signature of Counselor \_\_\_\_\_

Date \_\_\_\_\_

(This signature indicates the counselor has read the report and a conference was held. This does not necessarily indicate agreement with this evaluation.)

**James A. Garfield Schools**  
**Network Privacy and Acceptable Use Policy**  
**For Staff Members**

It is the intention of the James A. Garfield Board of Education to protect the privacy of staff members who use the school computers, computer network and electronic messaging systems to the maximum extent possible given the operational and security needs of the district. The purpose of this policy is to identify the limitations on this privacy and the general restrictions applying to the use of computers and electronic messaging systems of the district.

**Acceptable and Unacceptable Uses**

The computers, computer network and messaging systems of the school district are intended for educational uses and work-related communications. Incidental use of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system.

The following are uses which are unacceptable under any circumstances:

- the transmission of any language or images which are of a graphic sexual nature
- the transmission of jokes, pictures or other materials which are obscene, lewd, vulgar or disparaging of persons based on their race, color, sex, age, religion, national origin or sexual orientation
- the transmission of messages or any other content which would be perceived by a reasonable person to be harassing or threatening
- uses that constitute defamation (libel or slander)
- uses that violate copyright laws
- uses that attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (for example, the transmission of a computer virus or an excessively large e-mail attachment)
- any commercial or profit-making activities
- any non-school fundraising activities, unless specifically authorized by an administrator

**Security and Integrity**

Staff members shall not take any action which would compromise the security of any computer, network or messaging system. This would include the unauthorized release or sharing of passwords and the intentional disabling of any security features of the system.

Staff members shall not take any actions which may adversely affect the integrity, functionality or reliability of any computer (for example, the installation of hardware or software not authorized by the system administrator).

Staff members shall report to the system administrator or a school district administrator any actions by students which would violate the security or integrity of any computer, network or messaging system whenever such actions become known to them in the normal course of their work duties. This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.

**Right of Access**

Although the Board of education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the district's computer network and messaging systems require that full access be available at all times. The school district therefore reserves the right to access and inspect any computer, device or electronic media within its systems and any data, information or messages which may be contained therein. All such data, information and messages are the property of the school district and staff members should have no expectation that any messages sent or received on the school district's systems will always remain private.

**AGREEMENT**

I have read the "Network Privacy and Acceptable Use Policy for Staff Members" relating to staff use of the computers, computer networks and electronic messaging systems of the school district.

I agree to comply with the "Network Privacy and Acceptable Use Policy for Staff Members" and understand that access to the network and messaging systems is a privilege which may be withdrawn in the event of noncompliance with the above Policy.

\_\_\_\_\_  
Staff Member Signature

PLEASE PRINT NAME: \_\_\_\_\_

Date above signed: \_\_\_\_\_

\*\*\*\*\*

**OFFICE USE ONLY**

Login Name: \_\_\_\_\_

Password: \_\_\_\_\_

**CONTINUING CONTRACT NOTIFICATION**

This form must be completed and submitted to the Building Principal on or before October 15 of the year the member wants to be considered for Continuing Contract.

Name \_\_\_\_\_ Building \_\_\_\_\_

I would like to be considered for a Continuing Contract during the 20\_\_\_/20\_\_\_ school year.

\_\_\_\_\_  
Signature

Memorandum of Understanding  
between the  
Garfield Education Board of Education ("Board")  
and the  
Garfield Education Association ("GEA")

This Memorandum of Understanding between the parties (Board and GEA) serves to define a process to comply with State mandates concerning Master/Lead Teacher.

In the event that the State of Ohio mandates Master/Lead Teacher requirements or the parties jointly desire to establish such provisions, the parties shall reopen negotiations for this item only. Through the IBB process the parties shall develop contract language to be ratified by the Board and GEA. Should timing be such that contract negotiations are imminent, the parties may agree to a Memorandum of Understanding until such negotiations take place.

For the Board:

By \_\_\_\_\_

Date \_\_\_\_\_

For the GEA:

By \_\_\_\_\_

Date \_\_\_\_\_

**Memorandum of Understanding  
between the  
Garfield Education Board of Education (“Board”)  
and the  
Garfield Education Association (“GEA”)**

This Memorandum of Understanding between the parties (Board and GEA) serves to define a process to comply with State mandates concerning the administration of medication and medical treatment to students.

The parties agree that the Administration will provide an inservice regarding the administration of medication and medical treatment during the 2009-2010 school year.

For the Board:

By \_\_\_\_\_

Date \_\_\_\_\_

For the GEA:

By \_\_\_\_\_

Date \_\_\_\_\_

Memorandum of Understanding  
between the  
Garfield Education Board of Education ("Board")  
and the  
Garfield Education Association ("GEA")

This Memorandum of Understanding between the parties (Board and GEA) serves to define a process to comply with State mandates concerning the maintenance of twenty-six (26) pays over the 2009-2010 year.

The Housekeeping Committee of the GEA/Board Bargaining Teams agreed as follows:

1. Twenty-six (26) pays will be maintained by moving the January 1, 2010 payroll to January 8, 2010. This will correct the holiday pay and need to skip a pay in calendar year 2009.
2. The treasurer communicated this information to the staff at the June 4, 2009 GEA meeting.
3. The treasurer will provide a minimum of three (3) notifications throughout the remainder of the 2009 calendar year to remind staff that the January 1, 2010 payroll is moved to January 8, 2010.

For the Board:

By \_\_\_\_\_

Date \_\_\_\_\_

For the GEA:

By \_\_\_\_\_

Date \_\_\_\_\_