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THE GARFIELD HEIGHTS CITY SCHOOLS
BOARD OF EDUCATION

AND

GARFIELD HEIGHTS TEACHERS' ASSOCIATION
AN AFFILIATE OF
THE NATIONAL EDUCATION ASSOCIATION
THE OHIO EDUCATION ASSOCIATION
THE NORTH EAST OHIO EDUCATION
ASSOCIATION

NEGOTIATED AGREEMENT

July 1, 2012 June 30, 2014

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PREAMBLE

The Board of Education of the Garfield Heights City Schools and the Garfield Heights Teachers Association recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their community is a joint responsibility. The effective discharge of that responsibility requires cooperation between the board, superintendent, administrative staff, and the teaching staff. To achieve mutual goals, relationships between these groups must be established and maintained on the basis of their common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the superintendent, the administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experiences, and judgment of the other in resolving matters of mutual concern which affect the quality of the educational program.

It is the purpose of this Agreement to establish such relationships between the Board of Education, hereinafter referred to as the Board, and the Garfield Heights Teachers Association, hereinafter referred to as the Association, and to set forth an orderly procedure for the consideration and resolution of matters of mutual concern. The content of the Agreement is to be the understanding heretofore reached between the Association, an affiliate of the National Education Association, the Ohio Education Association, and the North East Ohio Education Association and the Board.

ARTICLE I - RECOGNITION

1.1 RECOGNITION

- 1.11 The Association shall represent all certified teachers of the Garfield Heights City Schools. The Board recognizes that the Association is solely responsible for association activities.
- 1.12 The Association is recognized as the sole and exclusive representative for the bargaining unit as set forth below for all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.
- 1.13 As used in this Agreement, the term "teacher" and the bargaining unit covered by this Agreement are defined as: all classroom teachers, librarians, guidance counselors, speech and hearing therapists, psychologists, department chairpersons, and any and all others holding certificates/licenses from the Ohio Department of Education. The superintendent, assistant superintendent(s), principals, other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Board recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 O.R.C.
- 1.14 The rights of the Association as set forth in this Agreement are continuous unless challenged pursuant to O.R.C. 4117 and the Rules and Regulations of the State Employment Relations Board (SERB).

1.2 RECOGNITION OF BOARD

- 1.21 The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Garfield Heights City Schools and as the employer of teachers of the school system.
- 1.22 Should the Board be presented with an O.R.C. §3302.061 innovation school plan from one of its schools, the Union President will be notified and given a copy of the plan at least sixty (60) days prior to the building staff vote. O.R.C. §3302.064 will only be recognized if it is in effect and enforceable.

ARTICLE II - NEGOTIATIONS PROCEDURES

2.1 NEGOTIATING PROCEDURES

2.11 Directing requests

- 2.111 Either the Board or the Association may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the Association President, on behalf of the Association, not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration of this Agreement. The party initiating negotiations will notify the SERB with a copy of the existing Agreement, copying the other party with such communication.

2.12 Negotiation Meetings

- 2.121 The first negotiations session will be held within fifteen (15) days of the date on which the notice to negotiate was filed by either party and the parties will submit in writing their proposals at this first negotiations session; and thereafter, additional items shall not be submitted by either party unless the other party consents thereto. The timeframe for the first negotiation session will be extended upon mutual agreement of both parties to a mutually chosen date.
- 2.122 Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation, which if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listing of items for negotiation shall constitute a clear failure of compliance with this requirement and may be disregarded. Dates mentioned in any of the articles of this Agreement may be extended by mutual consent. Both parties may agree to a collaborative style of negotiation.
- 2.123 Further meetings shall be held at the request of either party involved. Meetings shall be scheduled with the least interruption of school schedules. Meetings shall be in executive session unless otherwise mutually agreed upon by both parties.
- 2.124 Other rules for conducting negotiations procedures which are deemed necessary and not covered by this Agreement shall be discussed and agreed upon at this first session.

2.13 Negotiations Time Limits

2.131 Items under negotiation must be resolved to the mutual satisfaction of both parties within forty-five (45) calendar days prior to the expiration of this Agreement.

2.14 Definitions

2.141 "Negotiable Items" are all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing collective bargaining agreement.

2.142 "Good Faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good Faith requires that the Board and/or the Administration and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one party, that party is obligated to give its reasons or offer counter-proposals. Good Faith requires parties to recognize negotiations as a shared process. The obligation of the Board and/or the Administration and the Association to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

2.15 Representation

2.151 The Board or its designated representatives shall meet with the Association or its designated representatives to negotiate in good faith. Each team shall limit its representation to four (4) members unless otherwise agreed upon at the first meeting. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted or will obtain all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Upon mutual agreement of the Union and Board negotiation teams, each team may identify one (1) observer who may attend negotiation sessions.

2.16 Assistance

2.161 Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings.

2.17 Information

2.171 The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

2.2 WHILE NEGOTIATIONS ARE IN PROGRESS

2.21 Caucuses

2.211 The chairperson of either group may caucus his/her group for independent discussion at any time. Caucuses shall be for a period of time mutually agreed upon at the time caucus is requested.

2.22 Protocol

2.221 No action to coerce, censure, or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

2.23 Item Agreement

2.231 As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be binding until all items are initialed.

2.24 Schedule of Meetings

2.241 An initial calendar of five (5) meetings shall be established at the first meeting. Provided the parties have not reached a final tentative agreement, from the fifth meeting forward, each meeting shall include a decision on an agreed time and place for the subsequent meeting.

2.3 AGREEMENT

2.31 When final agreement is reached through negotiation, the outcome shall be reduced to writing, signed, and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the agreement shall be signed by both parties. No provisions of the resulting Agreement shall discriminate against any teacher regardless of membership or non-membership in the Association.

2.4 MEDIATION

2.41 At any time during the bargaining process either side may request, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. If the Service cannot furnish a mediator, the parties shall select a mediator; but if the parties cannot agree upon a mediator within five (5) days of refusal of Federal Mediation to mediate, the mediator shall be selected through the American Arbitration Association pursuant to its rules. The mediator shall have no power to impose a settlement on either party, or to in any way bind either party to agreement on any issue. The cost of a mediator, if any, shall be shared equally by the Board and the Association.

2.42 It is agreed that the foregoing procedure shall represent the parties' alternate procedure for negotiations and impasse as authorized under O.R.C. Section 4117.14 and that the parties shall, at the outset of negotiations, and in any case not less than fifty (50) days prior to the expiration of this Agreement, notify SERB of this alternate procedure and their intention that it controls in lieu of the procedure under O.R.C. Section 4117.14 and shall

supply SERB with a copy of this Agreement at that time, unless a copy has been supplied pursuant to this Negotiated Agreement

2.5 WORK STOPPAGE

- 2.51 In the event no agreement has been reached and approved prior to the expiration of the current contract, the Association will be free to engage in a work stoppage, unless the Board and the Association have mutually agreed in writing to an extension. The Association, in the event it determines to engage in work stoppage, shall be obliged to provide the Board with at least ten (10) full days prior written notice of its intention, which notice must state the specific date and hour upon which the work stoppage will commence. In the event of a work stoppage, the Board will have all such rights and remedies as are afforded by the laws of the State of Ohio.

2.6 IN-TERM BARGAINING

- 2.61 Neither party shall have the duty to bargain on any matter during the term of this Agreement unless such duty is specifically set forth herein or required by law. If during the term of this Agreement, the parties mutually agree to reopen any provision of this Agreement, or if in-term bargaining is required under Ohio Revised Code Section 4117.08 or by reason of a determination resulting from expedited arbitration as provided herein, the parties shall meet and bargain in good faith at a mutually convenient time commencing within ten (10) workdays of a request by either party or within ten (10) days of a determination resulting from expedited arbitration as provided herein.

Mediation with the assistance of Federal Mediation and Conciliation Service or American Arbitration Association of unresolved permissive issues shall be undertaken by the parties at the request of either party, however the Board need not retain the status quo during this process. Bargaining of permissive issues under this provision shall not thereby constitute such issue to be a mandatory subject of bargaining. Should the expedited arbitration process determine that the issue constitutes a mandatory subject of bargaining, or should the parties stipulate that the issue constitutes a mandatory subject of bargaining, and if agreement is not reached within forty-five (45) days of the commencement of negotiations and including a period of thirty (30) days of assistance by Federal Mediation and Conciliation Service or American Arbitration Association, if the Board determines to change the status quo either during or at the close of that process, then the Garfield Heights Teachers Association has the option to declare the expiration of the entire agreement and to take such steps as are available to the Garfield Heights Teachers Association under Ohio Revised Code Section 4117.14 (D) (2).

Should a dispute arise over whether bargaining is required or mandatory under law, such dispute shall be submitted to final and binding expedited arbitration under applicable rules of the American Arbitration Association. The parties shall expedite such proceeding for hearing at the earliest feasible time. Notwithstanding the foregoing, a party may seek court intervention to prevent delay based upon sufficient proof that the issue is a mandatory subject of bargaining and that neither expedited arbitration nor any other available remedy will be adequate. The losing party shall pay the costs of the arbitrator or court costs.

ARTICLE III - RIGHTS AND RESPONSIBILITIES

3.1 ASSOCIATION RIGHTS

- 3.11 Whenever this section pertaining to Association and teacher rights calls for approval of the superintendent or principal, it is agreed that such required approval shall not be unreasonably denied.

3.2 TRANSACTION OF BUSINESS

- 3.21 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times and after checking in with the principal and stating the reason for the visit and obtaining the approval of the principal. However, disturbing of a teacher who is in the process of conducting a class shall be prohibited.
- 3.22 The president of the Association, if at the secondary level (Grades 7-12), shall have an on-call period each day during which he/she can conduct business of the Association. The president shall be permitted to use this time to travel to other buildings or anywhere else necessary to conduct Association business.
- 3.23 The Administration will allow the Association, an opportunity to meet with new teachers during the orientation program prior to the start of school.
- 3.24 The Association shall have the privilege of sending official delegates to the OEA, NEA, and NEOEA conventions and/or workshops. All costs should be assumed by the Association. Released time for the purpose of attending conventions and/or workshops held on school days shall be granted solely to official delegates of the Association, OEA, NEA, or NEOEA, and shall not exceed six (6) school days in the aggregate. The cost of substitute teachers for these delegates will be assumed by the Board.
- 3.25 The third Wednesday of each month shall be recognized as Association meeting night, and all teachers, except those who have duties at such time, shall be free to attend these meetings after the end of the scheduled teacher workday. The Board and Administration shall make every effort to refrain from scheduling any other school meetings on that day.
- 3.26 The building representatives may call, with the approval of the principal for room usage, meeting of Association members within the building but not on school time or in conflict with other scheduled meetings.

3.3 USE OF SCHOOL BUILDINGS

- 3.31 The Association and its representatives shall be permitted, with the approval of the principal for room usage, to use school buildings at times when those buildings are open, provided that when custodial service is required, the Board will recover its costs from the Association. No charge shall be made for use of school rooms when a school building is open during a school day.

3.4 BULLETIN BOARD SPACE

- 3.41 The Association shall be permitted, with the approval of the building principal, to post notices of its activities and matters of Association concern on a bulletin board, at least one of which shall be provided in each school building.

3.5 USE OF INTER-SCHOOL MAIL

- 3.51 The Association shall be permitted to use the district's mail service and teacher mailboxes for communications to teachers, on condition that a copy of such communication is delivered to the principal before use is made of the mailboxes.

3.6 BOARD AGENDA AND MINUTES

- 3.61 The president of the Association or his/her designee shall be furnished an agenda and all exhibits which are or shall become part of the public record, at the end of the school day on the day of any regularly scheduled Board Meeting. A copy of the minutes of all Board meetings will also be furnished to the Association.

3.7 PRINTING OF AGREEMENT

- 3.71 This Agreement and any amendments to this Agreement will be posted on the District website.

3.8 PAYROLL DEDUCTIONS

- 3.81 The Association, for its members, shall have the sole and exclusive privilege of payroll deductions for its dues and those of its affiliates. The teachers shall have direct deposits, payroll deductions for credit union deposits, federal, state and city income tax, tax-sheltered annuity savings, state retirement funds, and other items mutually agreed upon. Association dues deductions, credit union deposits, and tax-sheltered annuity savings deductions shall be transferred to the proper organization within five (5) calendar days of the date that the deduction is made from the teacher's paycheck.

3.9 PERSONNEL FILES

- 3.91 A personnel file of all teachers shall be maintained in the office of the Board. This shall be considered the official file of recorded information of teachers maintained by the Board and Administration.
- 3.92 Teachers shall have access to their personnel file upon request. A representative of a teacher shall be given access to the file of said teacher upon presentation of written authorization from the teacher, including the signature of said teacher. Requests of teachers to have access to their personnel files shall be handled by the superintendent or his/her designee.
- 3.93 Members of the administration authorized to use personnel files of teachers shall be limited to the superintendent, directors, and building principal directly related to those

teachers and other administrators who are responsible for directing the professional services of teachers.

- 3.94 Information in the personnel file may be removed upon mutual agreement of the teacher and the administrator making the entry or the superintendent if said administrator is not at such time an employee of the District. Any information removed from a personnel file will be handled in accordance with state law.
- 3.95 Items that may be maintained in the personnel file of teachers shall, among other things, be:
- a. Official transcripts of college work.
 - b. Copy (idylls) of certification authorized by the State Department of Education.
 - c. Record of Leave Accumulation and use as provided by the Board.
 - d. Copies of Evaluation Reports.
 - e. Record of employment, including assigned duties, regular and supplemental, years of service in the District, and other related information.
 - f. Copies of contracts of employment with the Board.
- 3.96 Letters of recommendation and other related information used for initial employment are items not to be retained in personnel files or maintained by the Board or Administration once the teacher has obtained tenure. All references and credentials marked confidential shall remain as stated, unless otherwise required by law.

3.10 PROFESSIONAL BEHAVIOR

- 3.101 All conferences concerning professional behavior shall be in private. However, during any conference a union member may request a union representative to be present. Any subsequent session shall be held as soon as practicable.

3.11 INDIVIDUAL RIGHTS

- 3.111 The Board and Association agree that teachers are entitled to full rights of citizenship regardless of sex, race, color, creed, or place of origin.
- 3.112 Teachers have the right to participate in professional and civic organizations for their personal benefit and interest.
- 3.113 Teachers have the right to exercise their constitutional right of political involvement without fear of reprisal or discipline in any form.
- 3.114 The Board shall not adopt or enforce policies which will invade the privacy or dignity of the teacher.
- 3.115 Teachers shall abide by the Board policies, their individual contracts, and the provisions of this negotiated agreement.
- 3.116 Teachers called to serve on juries will receive full compensation provided written proof of length of duty from the bailiff of court is presented to the superintendent or his/her

designee. Time served for jury duty will not be charged to sick leave or personal leave.

3.12 OPEN POSITIONS

- 3.121 Teachers shall be notified of openings in teaching, administrative, counseling, curriculum leader, and extra-curricular positions. Said positions will be posted by District email and on the District website.
- 3.122 Information will include a brief description of the position, certification requirements, the deadline date for written application, and the name of the administrator to whom the application should be given.
- 3.123 Decisions for bargaining unit positions will be made on the basis of the certification, experience, and qualifications of the applicants.
- 3.124 The appointee to a position shall have proper certification at the time of appointment to a position.
- 3.125 In-district applicants shall be notified in writing within ten (10) days after official action in making the appointment.
- 3.126 The Board and Association affirm their belief in equal employment opportunity and their commitment to non-discrimination in terms, conditions and privileges of employment. All aspects of our personnel system are to be administered without regard to race, religion, sex, age, national origin or physical handicap of teachers.
- 3.127 There will be no reprisals taken against any teacher by reason of his/her membership in the Association.

3.13 PAYCHECKS

- 3.131 Teachers employed on a full contract year basis will be paid in 26 pays. Payment will be made on every other Friday, except for a contract year with 53 Fridays.
- 3.132 A teacher's per diem rate shall be used when calculating extended time contracts.
- 3.133 All employees must receive payment through direct deposit.

3.14 FAIR DISMISSAL

- 3.141 Definition of Fair Dismissal. The Board may non-renew a limited contract teacher or dismiss a teacher during the term of their contract only after fair practices and due process have been followed.
- 3.142 The procedure for fair dismissal during the term of a contract shall follow the procedures set forth in O.R.C. Sections 3319.16 and 3319.161.

- 3.143 The procedure for fair dismissal of a non-renewal shall follow the procedures set forth in O.R.C. Sections 3319.11 and 3319.111.
- a. Prior to the Board's serving written notice to non-renew a limited teaching contract (on or before April 30th), a minimum of two (2) evaluations must have been completed by an administrator. The first evaluation must be completed on or before January 15 with a written report to the teacher no later than January 25. The second evaluation must be completed between February 10 and April 1 with a written report to the teacher no later than April 10.
 - b. There must be at least two (2), thirty (30) minute observations for each evaluation.
 - c. The written report of the results of the evaluation must include a Plan of Assistance which contains recommendations for improvement and how the teacher may obtain assistance.
 - d. A teacher who receives written notice of the Board's intention to non-renew has the right to:
 - 1) Request a written statement which describes the circumstances leading to the decision to non-renew;
 - 2) Request a hearing with the Board;
 - 3) An appeal to the Court of Common Pleas.
 - e. Both the Board and any teacher who receives written notice of the Board's intention to non-renew shall comply with the time lines and requirements as set forth in 3319.11 of the O.R.C.
- 3.144 No reprisals of any kind will be taken by the Board, the Administration, any teacher, or by the Association against any party by reason of participation in the fair dismissal procedure.

3.15 STUDENT DISCIPLINE

- 3.151 The Board recognizes its legal responsibility to give all reasonable support and assistance with respect to the maintenance of control and discipline in the classroom.
- 3.152 It is recognized that discipline problems are less likely to occur in reasonably sized classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics.
- 3.153 No teacher is ever required to tolerate an act of gross misconduct, flagrant discourtesy, abusive and vile language, acts of violence, deliberate insubordination and/or repetitious misbehavior by a student.

- 3.154 When a pupil is sent to the office for disciplinary reasons, the teacher shall communicate in writing the reason for his or her being sent and what action has been taken prior to the referral.
- 3.155 Principals will provide annual opportunity for interested and concerned teachers to discuss student rules and regulations with building administration. Time and place arrangements will be established to the mutual agreement of the building association representative and the administration.

3.16 FAIR SHARE FEE

- 3.161 Notification of Fair Share Fee- The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 3.162 Notification of the Amount of Fair Share Fee- Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about December 1 of each year during the term of this Contract for the purposes of determining amounts to be payroll-deducted each month from January through August and the employer agrees to promptly transmit all amounts deducted to the Association.
- 3.163 Schedule of Fair Share Fee Deductions- Payroll deduction of such fair share fees shall begin at the second payroll in January except that no fair share fee deductions shall be made from bargaining unit members employed after January 1 until their second paycheck. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- 3.164 Transmittal of Deductions- The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 3.165 Procedure for Rebate- The Association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- 3.166 Entitlement to Rebate- Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Association.

- 3.167 Indemnification of Board- The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board of any cost or liability incurred as a result of the implementation and enforcement of this provision provided, including payroll deduction, that:
- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the Board;
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 - d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

3.17 SAFETY COMMITTEE

- 3.171 The association will provide representatives to a district safety committee that will meet periodically.

3.18 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 3.181 The association and the administration will provide representatives to the Local Professional Development Committee in accordance with that committee's bylaws the majority of which are association members elected by GHTA membership.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 PURPOSE

- 4.11 The Board and the Association agree that in any organization unobstructed communication channels are an important asset. An effective functioning grievance procedure contributes directly to improved communication channels.

4.2 DEFINITION

- 4.21 A "Grievance" is a claim initiated by a teacher or the Association that there has been a violation, a misinterpretation, or misapplication of the Negotiated Agreement, or the teacher's handbook (Superintendent's Manual), or in written Board policies previously or subsequently adopted by the Board pertaining to salaries, hours, or employment conditions or disciplinary action taken under such policies or rules of the Board and shall be processed as a grievance.

4.22 "Day" shall mean actual teacher working days.

4.3 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

- 4.31 A teacher grievant shall be represented at any and all steps of the grievance procedure by the Association or its affiliates or by the Association's counsel.
- 4.32 The P.R. & R. Committee Chairman of the Association shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on Grievance Decisions Form B, (contained within this Article) setting forth the decision and the reasons therefore, and will be transmitted promptly to all interested parties to the Chairman of the P.R.& R. Committee and the administrator involved.
- 4.33 The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association, or its officers, or any member of the Board, or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
- 4.34 A grievance that affects more than one teacher may be filed on behalf of all affected teachers.
- 4.35 All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- 4.36 All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides. Each hearing shall have provision for: Initial presentation of grievant's case, presentation of Administration's case, and final summaries. Both parties may jointly agree to waive the holding of a hearing at Levels I, II, or III.

4.4 TIME LIMITS

- 4.41 The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- 4.42 If a formal grievance (Level II) is not filed within 10 days after the decision has been rendered at the informal level, the grievance shall be considered waived.
- 4.43 If the decision on a Level II or Level III grievance is not appealed within (10) days after a decision has been rendered, the grievance will be deemed settled on the basis of disposition at that step and further appeal through the grievance procedure shall be barred.

- 4.44 Failure at any level by an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- 4.45 In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term or the commencement of the Christmas or spring recess, further attempts at resolution shall be postponed until the beginning of the new school term or the return to school following the recess, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next term.
- 4.46 The temporary absence of the grievant or of a principal, immediate supervisor, or the superintendent shall toll the running of the days during the absence of such grievant, principal, immediate supervisor, or superintendent.
- 4.47 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

4.5 GRIEVANCE PROCEDURE

4.51 Level I: (Informal)

- 4.511 If a teacher believes there is a basis for a grievance, the teacher must first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the problem informally.

4.52 Level II: (Formal)

- 4.521 If the grievant is not satisfied with the results of Level I or is unable for cause beyond his/her control to discuss the matter with his/her principal or immediate supervisor within the time limit prescribed in this Article, he/she may begin formal procedure by submitting the formal grievance on the form Grievance Procedure Form: A (contained within this Article) to his/her principal or immediate supervisor. Within five (5) days of receipt of the form the principal or immediate supervisor shall make a written decision, Grievance Decisions Form: B (contained within this Article). The decision reached at this meeting will be recorded in Level II of the Grievance Report Form and signed by both parties.

4.53 Level III:(Formal)

- 4.531 If the grievant is not satisfied with the results of Level II, he/she may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her designee. Within five (5) days of receipt of the form, the superintendent or his/her designee shall make a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form and signed by both parties.

4.54 Level IV: (Formal)

4.541 If the Association is not satisfied with the disposition made in Level III, then the Association may request a hearing by an arbitrator. The selection of an arbitrator shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association (AAA) in accordance with its procedure. The person so selected shall have the necessary hearing promptly. Decisions of the arbitrator shall be final and binding. Costs for the services of the AAA and of the arbitrator shall be paid by the losing party. In case of split decisions, each party will pay a proportionate share. Each party shall pay the costs of its own witnesses and presentation.

GRIEVANCE PROCEDURE FORM: A

AGGRIEVED PERSON, PERSONS, AND/OR G.H.T.A.

ADDRESS _____ PHONE _____

SCHOOL _____ PRINCIPAL _____

YEARS IN SCHOOL SYSTEM _____ SUBJECT OR GRADE _____

TAUGHT _____

DATE GRIEVANCE OCCURRED _____ DATE OF FORMAL

FILING _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS

DIRECTED: _____

INITIATED ON LEVEL _____

STATEMENT OF GRIEVANCE:

What part of the definition of grievance (4.2) is violated? Set forth the language and source violated.

ACTION REQUESTED:

Have you discussed this with your principal or immediate supervisor?

Yes _____ No _____

If YES, what action has been taken so far?

Grievant

Date filed: _____

Administrator filed with: _____

GRIEVANCE DECISIONS FORM: B

LEVEL II (FORMAL) DECISION _____

DATE _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Administrative and/or Association
Representative

LEVEL III (FORMAL) DECISION _____

DATE _____ SIGNATURE _____

Administrative Representative

SIGNATURE _____
Grievant and/or Association
Representative

ARTICLE V - PROFESSIONAL COMMUNICATIONS

- 5.1 It is recognized that the President of the Association plays a vital role as a leader and official representative of the teachers. The President is encouraged to communicate matters of concern to the Administration as the need arises.
- 5.2 In the spirit of collaboration and maintaining open lines of communication between the Board and the Association, there shall be a Labor Relations Committee comprised of the Superintendent or his/her designee for a total of no more than five administrators and the Association President or his/her designee for a total of no more than five Association members. The purpose of the Labor Relations Committee is to address district issues that are not contractual matters and have not been initially resolved at the building level. By mutual agreement, the Labor Relations Committee may invite other persons to attend the meeting to address specific issues.

The Labor Relations Committee shall meet a minimum of once a quarter, unless otherwise requested by either the Superintendent or Association President. The agenda for each meeting shall be mutually set by the Superintendent and the Association President at least 5 days before each meeting and provided to each Committee member. At the first meeting each school year, the Labor Relations Committee will adopt ground rules, which can include a calendar of meetings for that school year and responsibility for maintaining minutes, and may invite the Federal Mediation Conciliation Service to provide labor management training.

- 5.21 If a territorial transfer occurs within the district, the Labor Relations Committee will assist in the transfer implementation process. Through committee meetings, transfer information will be disseminated and teachers will have the opportunity to provide inputs regarding the process. Topics of discussion include the following:
1. Implementation Calendar
 2. Orientation programs for students and staff
 3. Public relations
 4. Organizational structure
 5. Educational programs and needs
 6. Teacher transfers and reassignments
- 5.3 When a school restructures, the Association shall meet with the Administration to reach a mutual agreement on any changes needed in the negotiated agreement.

ARTICLE VI - CALENDAR

6.1 INSTRUCTIONAL TIME

The school calendar will be based on the following number of days:

Days of instruction (or equivalent # of hours)	180
Days of Teacher Professional Development	<u>5</u>

6.2 CONFERENCES

Within the 180 days of instruction, the equivalent of four (4) half-days will be devoted to individual parent-teacher conferences. A conference schedule will be determined annually by the Labor Relations Committee. Should two (2) of the 1/2 day conferences be scheduled in the evening, a comp day shall be provided within the school calendar.

6.3 TEACHER PROFESSIONAL DEVELOPMENT

Days of Professional Development will be distributed as follows:

Two (2) Opening days for Professional Development and classroom preparation.

One (1) Marking and Professional Development day scheduled at semester break.

One (1) Professional Staff Development Day*

One (1) Professional Development day for teacher reports and closing of the school year. Teachers must fulfill their closing obligations as defined by the principal and must be properly checked out by the principal or his/her designee.

NEOEA Day will be a non-calendar school day.

*PROFESSIONAL STAFF DEVELOPMENT DAY: One professional staff development day, date to be determined by the Superintendent.

6.4 ATTENDANCE AT TEACHER PROFESSIONAL DEVELOPMENT DAYS

Teacher attendance on all professional development days is mandatory. Emergency absences will be handled by the Superintendent and/or his/her designee. Other leave provisions in this contract do not apply to professional development days.

6.5 CALENDAR INPUT

The Superintendent will develop at least two (2), but not more than three (3) draft calendars prior to March 1 of the school year. Draft copies will be available to the GHTA and other employees for their input.

ARTICLE VII - TEACHER WORK SCHEDULES AND INSTRUCTIONAL CONCERNS

7.1 PREPARATION TIME

7.11 Every full-time classroom teacher shall have at least two hundred (200) minutes per week during the teacher work day for instructional planning, evaluation and conferences. The Superintendent or his/her designee may direct teachers to

complete duties related to School Improvement during planning time no more than one time per week.

- 7.12 Teacher schedules and/or assignments shall be made on the basis of certification and/or qualifications.
- 7.13 Teacher workloads shall be within the limits established by the Ohio Department of Education and made on as equitable basis as possible.
- 7.14 All elementary school teachers (K-5) shall have at least one 40-minute plan period per day. In addition, elementary school teachers may be assigned a homeroom, hall duty or any other duties related to student supervision.
- 7.15 All middle school teachers (6-8) shall have at least one period per day, in an eight period schedule, for preparation time.
- 7.16 All high school teachers (9-12) shall have one period per day, in an eight period schedule, for preparation time, plus a common planning/meeting time at the end of the school day.
- 7.17 The number of preparations should not normally exceed three (3) for middle school and secondary teachers (6 -12). In addition to the normal assignment of six (6) full periods per day, high school and middle school teachers may be assigned a homeroom, hall duty, or any other duties related to student supervision.
- 7.18 A teacher may be requested to teach an additional class beyond the normal assignment of six (6) full periods per day and be compensated at the staff sub rate (.0007/period of the BA base). The teacher may choose to decline the request.
- 7.19 Preparation time may be affected by adjustment in the school calendar as reflected in 6.1.

7.2 LENGTH OF WORKDAY

- 7.21 The length of the teacher's workday shall be the equivalent of seven hours and forty minutes per day for 180-day calendar, allowing for the flexibility to adjust for common planning/meeting time.
- 7.22 All K-12 teachers shall have an uninterrupted, duty-free lunch period of at least forty (40) minutes.
- 7.23 Teachers are expected to carry out their professional responsibilities which extend beyond the typical workday, unless their absence is approved by their principal. Such approval shall not be unreasonably withheld. Administrators shall endeavor to schedule only such items for regular or special meeting agendas as cannot be effectively presented in another manner (memo, individual conference, etc.).
- 7.24 Examples of professional responsibility include, but not limited to:
 - a. regular faculty meetings

- b. special staff meetings
- c. extra help sessions for students
- d. conferences with students and/or parents
- e. department meetings/grade level meetings
- f. scheduled Professional Development meetings
- g. Meet the Teacher Night

7.3 CLASS SIZE

- 7.31 The ratio of teachers to pupils on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership.
- 7.32 The ratio of teachers to pupils in kindergarten through fourth grade on a district-wide basis shall be (excluding pre-first) at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership.
- 7.33 Study halls at the high school and middle school levels should not exceed one hundred (100) pupils per monitor.

7.4 OUTSIDE OF THE SCHOOL FUNCTIONS

- 7.41 With the exception of faculty meetings and the first Meet the Teacher Night, teacher participation in functions outside of the school program or school curriculum shall be voluntary.
- 7.42 When a teacher is directed or requested by his or her principal or other members of the administrative staff to attend a function and/or meeting dealing with or relating to school business, said teacher shall be reimbursed for all necessary and reasonably incurred expenses. This applies to teachers fulfilling reasonable assigned duties or supplemental contract duties. A regular travel form or purchase requisition, where applicable, will be used.
- 7.43 Teachers whose assigned teaching duties require them to travel by private automobile from building to building during the school day shall be reimbursed for such transportation at the rate set forth by the Board for outside travel. This section shall not apply to transportation required by duties performed pursuant to a supplemental contract.
- 7.44 Special staffing procedures shall be in keeping with the various policies adopted by the Board. Teaching assignments for Summer School Programs, or regular assignments that are longer than the Board-adopted school year, will be made by the Board on the basis of preference to teachers possessing regular teaching certificates/licenses and employed in the district during the regular school year.

7.5 PERIOD SUBSTITUTIONS

- 7.51 Every reasonable effort will be made, when practical, to secure a substitute

teacher before a regular teacher is asked to serve as a substitute, except when a substitute is required for less than a full school day.

- 7.52 In those cases where substitute teachers are not available regular teachers who volunteer may be used to cover an absent teacher's class. A volunteer list of teachers shall be created. Once the list of volunteers is exhausted, the building administrator has the prerogative of assigning available teachers. In making such assignments, the administration shall assign classroom teachers to substitute during their planning, conference and on-call periods before it assigns special teachers who otherwise would be assigned to work with students in their area of specialization. Volunteers and assigned teachers will be paid at the rate specified in the Supplemental Salary Schedule for time spent substituting, if they otherwise would not have had a student contact assignment during the time spent substituting. Special teachers shall include physical education, music, art teachers, intervention specialists, and librarians. Class coverage will be arranged by the principal of the school and will be distributed as equitably as possible among the teachers in said school.

7.6 LESSON PLANS / IEPs & ETRs

- 7.61 Lesson plans are to be submitted, in accordance with a building plan, to the Principal for regular review at least once every two weeks.
- 7.62 Teachers are to have lesson plans available for use in their absence. Failure to have lesson plans available under this Section shall be cause for disciplinary action.
- 7.63 IEP team members, school psychologists, intervention specialists, speech pathologist, and related service personnel must submit all required IEP & ETR forms and supplementary documents in a timely manner. Each IEP team member must immediately inform the Director of Special Education if s/he encounters any problem in securing information or data from other IEP team members. Failure to meet required deadlines or to notify the Director of Special Education of problems shall be cause for disciplinary action.

7.7 INCLUSION OF SPECIAL EDUCATION CHILDREN

- 7.71 When a special education child is included in a regular classroom, staff development opportunities which address the special needs of the child will be provided.

7.8 K-12 CURRICULUM COORDINATION

- 7.81 All course additions and deletions, recommendations for instructional materials, and curriculum writing recommendations shall be made through the curriculum leaders to the Curriculum Director by November 15th then to the Superintendent for consideration prior to the January meeting of the Board of Education.

7.9 ALTERNATIVE SCHEDULING COMMITTEE

Each school building may convene an Alternative Scheduling Committee (“ASC”) comprised of the building principal and/or his/her designee(s), bargaining union members who broadly represent disciplines or grade levels at the building and a member from the Union Executive Board appointed by the Union President. The ASC may utilize consultants.

The purpose of the ASC is to collaborate and propose an alternate schedule independent of the current contract language and/or outside of contractual restrictions of Article VI and Article VII that directly supports focused improvement and academic achievement of all students. This does not address the regular process of scheduling, but creates the opportunity for each building’s staff to collaborate for the benefit of students. The regular process of scheduling will occur regardless of this section and simultaneously with the process of the ASC.

This committee or the formation thereof shall be voluntary, with the formation committee meeting occurring before winter break, and weekly meetings commencing no later than mid-January, but may convene more or less often as it deems necessary.

At the formation meeting, the ASC will identify a timeline that allows it to provide (a) a proposal for an alternate schedule to the bargaining unit members of the building no later than the first full school week of March at a meeting scheduled during the teacher work day wherein the ASC committee will present the proposal for an alternate schedule; and (b) the appointed Union election chairperson and a union building representative will conduct a secret ballot vote to determine support for the proposed alternate schedule from the ASC no later than the second full school week of March.

Support must be at least 80% of bargaining unit members who cast a ballot. The Union election chairperson will notify the building bargaining unit members, the building principal, the Union President and the ASC Committee.

If the vote result demonstrates at least 80% support, then within one week the ASC Committee shall present the proposed alternate schedule to the Union Executive Board for review and approval. If the Union Executive Board approves the ASC Committee proposed alternate schedule, then there must be confirmation from the building administrator that the proposed alternative schedule works. If the proposed alternative schedule does not work, the regular schedule created by the District will be implemented. If the proposed alternative schedule does work, the ASC Committee shall present the proposed alternate schedule to the Superintendent for review and final approval.

If approved by the Superintendent and adopted for a school year under this provision, the Union President and the Superintendent shall sign a memorandum of understanding that consists of the proposed alternate schedule for that building, identifies the specific provisions of Article VI or Article VII that are affected, provides that the proposed alternate schedule will expire at the end of that school year and will not be precedent setting for any other building.

The Union and Board recognize the importance of collaborating for student achievement and growth and agree this provision shall become null and void on June 30, 2014, at which time the parties shall examine the viability of continuing this collaboration and/or shall explore other potential options.

ARTICLE VIII - TEACHER EVALUATION

The Board shall, no later than July 1, 2013, adopt a standards-based teacher evaluation policy ("Board Evaluation Policy") that conforms with the framework for evaluation of teachers developed under Ohio Revised Code §3319.112. Said policy shall include a policy for evaluating teachers with limited contracts as required by Ohio Revised Code §3319.111.

The parties will form a Joint Evaluation Development Committee ("JEDC"), which shall be comprised of a Union team and Board team, each having an equal number of no more than four people per team. The JEDC shall hold its initial meeting no later than December 3, 2012 at which time ground rules will be established. The JEDC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEDC shall keep minutes summarizing its meetings. By May 2, 2013, the JEDC shall recommend an evaluation model to the Board. Regardless of the actions of the JEDC, the Union and Board agree neither waives its legal argument regarding whether the Board Evaluation Policy procedure is a negotiable item – the Union claims it is, the Board claims it is not.

The following Evaluation System as contained in Article VIII shall be in effect until the earlier of adoption of the Board Evaluation Policy or June 30, 2013, at which time this Article shall be deemed null and void.

- 8.1 The procedure for teacher evaluation will follow 3319.111 of the O.R.C. and shall control the non-renewal procedures required, and any conflict with 3319.111 of the O.R.C. in this article shall make that aspect of this agreement null and void.
- 8.2 The fundamental goal of the teacher evaluation system is to improve the instructional process and to give every teacher an opportunity to be successful and to contribute to the overall objectives of the district.
- 8.3 Classroom observations will be conducted openly, with full knowledge of the teacher, and advance notice if at all possible.
- 8.4 Tenured teachers and rehired retired teachers will be evaluated at least once every three years. Non-tenured teachers and tenured teachers determined by the principal to be in need of assistance will be evaluated twice each school year. One evaluation must be conducted and completed no later than January 15, with a written evaluation report being delivered to the teacher no later than January 25. The second evaluation must be conducted and completed between February 10 and April 1, with a written report received by the teacher on or before April 10.
- 8.5 Each of the two evaluations will be based on the following components:

Principal/supervisor's observations and monitoring of teacher performance.

At least 2 classroom observations (for a total of 4 observations yearly) each observation to last at least 30 minutes or one full class period.

- 8.6 Evaluations must be conducted by a licensed administrator and will be reported on the evaluation form included herein. Criteria of expected teacher job performance for all areas of responsibility shall be those criteria indicated on the evaluation form. The evaluator and the teacher will discuss the completed evaluation form. The teacher will sign the form after having read the contents and will receive a copy. The teacher's signature reflects acknowledgment and not necessarily agreement. The form is to be placed in the teacher's personnel file located at the Central Office and is available for inspection by the teacher upon request.
- 8.7 GHTA President shall be notified in writing for each teacher placed on a Plan of Assistance along with a copy of the plan.
- 8.8 The Board shall provide a Resident Educator Mentoring Program as required by state law, through the Cuyahoga County Educational Service Center. In the event the Resident Educator Mentoring Program is repealed, this Article of the Agreement is null and void on the effective date of the repeal.

ARTICLE IX - VACANCIES, TRANSFERS, AND REASSIGNMENTS

9.1 VACANCIES

- 9.11 All teachers shall be notified of all vacancies in existing and new certificated positions which occur in the district. This notification shall be accomplished by posting for five (5) business days a list of such vacancies in an area frequented by teachers in each building. The President of the Association will be sent a copy of all posted positions.
- 9.12 When a vacancy arises during the summer vacation period, vacancies will be posted through District email.
- 9.13 The applicant's certification, experience, qualifications, quality of teacher performance and length of service within the district will be considered in determining the filling of vacancies.
- 9.14 Every effort will be made to provide internal candidates with the opportunity to fill all district vacancies. Internal candidates shall be considered for all district vacancies.

9.2 TEACHER INTENT FORMS

- 9.21 Teacher Intent Forms will be distributed to all teachers on or about February 1 of each year. The form will ask the teacher's intent for the following school year. Answers may be: request conference to discuss status, re-appointment to the same position, retirement, resignation, or request for transfer to a different class, position or building. The form will be returned to the building principal on or before February 15.

9.3 INVOLUNTARY TRANSFER

9.31 From time to time, transfer of teachers to a different building will be necessary in order to:

- a. adjust to enrollment changes in individual schools,
- b. balance staffing in terms of experience and training,
- c. provide teachers with professional growth opportunities,
- d. maximize the special preparation of teachers most effectively.

9.32 When such transfer is necessary, a personal conference will be initiated with the teacher by the appropriate administrator to explain the reason(s) for the transfer.

9.33 Certification, experience, qualifications, quality of teacher performance and length of service in the district will be considered in determining selection of the teacher to be transferred.

9.34 An involuntary transfer of a staff member shall not occur within two (2) consecutive school years of each other unless financial need or student enrollment make the involuntary transfer necessary.

9.4 NOTIFICATION OF ASSIGNMENT

9.41 Prior to the conclusion of the school year, teachers will be informed by or through their building principal of their tentative grade/or subject assignment for the next school year.

9.42 No later than two (2) weeks prior to the opening of school, written notification will be given each teacher of his/her assignment for the new school year if there is a change in the tentative assignment. Any changes in assignment following such notification will be worked out cooperatively with the teacher.

ARTICLE X - REDUCTION IN FORCE

10.1 STAFF REDUCTION

10.11 The following procedures will govern the reduction of teachers made necessary through decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district, changes in curriculum, and shortage of funds. Such procedures may be subject to revision in order to insure compliance with State and Federal laws relating to employment decisions. The procedures contained herein for such reduction in teachers shall not pertain to any teacher non-renewed for performance reasons. The number of teachers affected by a reduction-in-force will be kept to a minimum by not employing replacements insofar as practical for teachers who retire or resign or whose limited contracts are not renewed.

10.12 The Board and Union are committed to enhancing the educational mission of providing meaningful student learning opportunities. The Board shall not intentionally create an educational program for the sole purpose of displacing employees. If the Board determines to explore the possibility of alternate programming which would result in

the reduction of current staff levels and personnel it shall consult with the association at least 45 days prior to implementation, unless state law requires earlier implementation.

10.2 REDUCTION OTHER THAN BY ATTRITION

10.21 To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts due to performance, reductions will be achieved by the suspensions of teaching contracts. Suspensions shall mean that a teacher shall be placed in an inactive state of employment from an active state of employment. In suspending contracts of teachers within each teaching field affected by the reduction in force. Teachers holding limited contracts in the area of certification/licensure shall be suspended first, followed by teachers holding continuing contracts. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

10.211 Seniority For the purpose of the suspension of contracts under this section, seniority shall be determined as follows: All teachers in the Garfield Heights City Schools shall be placed on the seniority list in each of their teaching fields. Teaching field in the secondary schools shall be that field in which the teacher is certified and has had teaching experience in the Garfield Heights Schools unless the teacher has had five (5) years or more experience in the Garfield Heights Schools, in which event, teaching field shall include those fields in which the teacher is certified. Seniority shall be determined by the length of continuous service in the Garfield Heights City Schools. Among those with the same length of continuous service, seniority shall 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; and then by
- c. Total teaching experience.

Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return. The teachers with continuing contract status shall have seniority greater than limited contract teachers. Teachers with continuing contract status shall have their seniority determined in accordance with the procedures stated above.

10.212 Availability of Lists At least thirty (30) calendar days before the Board action on the reduction in teachers, the Association President shall receive in writing:

- a. The list of the positions in each teaching field which are affected by the reduction in teachers;
- b. The seniority lists for all teachers based upon their area(s) of certification and teaching experience in the Garfield Heights

Schools;

- c. The list of teachers whose contracts are to be suspended in each teaching field affected. This list shall constitute the Reduction in Force List; and
- d. A list of teachers who are certified in an area or areas in which they have not had teaching experience in the Garfield Heights Schools.

10.213 Notification of Teachers Any teacher whose contract is to be suspended as the result of the reduction in teachers shall be notified in writing of his/her intended suspension and the reasons for said suspension of at least thirty (30) calendar days prior to the date of the Board action on the suspension. No teacher shall have his/her continuing or limited contract suspended during the term of the normal school year when such reductions are the result of decreased enrollment. Contracts may be suspended between July 1 and August 15 of any year in only the most unusual circumstances. Unusual circumstances shall be defined as an action the State of Ohio or the Federal Government that could not have been reasonably anticipated by the Board prior to July 1 and which warrants a Reduction in Force.

10.3 RECALL

10.31 A teacher whose name appears on the Reduction in Force list shall be returned to active employment when a vacancy becomes available for which he/she is or becomes certified so long as the teacher has a license in effect on the date the Board offers reemployment. If a teacher does not have a license in effect on the date the Board offers reemployment, s/he may remain on the recall list, but is not entitled to the position that had been offered if s/he later obtains a license effective on or before the date the position had been offered. Seniority shall not be the basis for recalling the teacher, except when making a decision between teachers who have comparable evaluations.

10.32 Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies for which they are certified in the order of seniority at the time of their suspension.

10.33 No new teachers shall be employed by the Board while there are teachers on the Reduction in Force list who are certified for any vacancy in a teaching position.

10.34 In the event that a vacancy(s) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

10.35 If a teacher fails to accept active employment status within fifteen (15) calendar days from the date said notification was delivered, said teacher shall be considered to have declined said offer and shall be removed from the Reduction in Force list.

- 10.36 A teacher on the Reduction in Force list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher would have enjoyed had said teacher not been suspended.
- 10.37 Teachers shall remain on the Reduction in Force list for a period of twenty-four (24) months from the last day of active employment by the District unless the teacher has accepted, prior to such time, employment in another school district.

10.4 COMPARABLE EVALUATION

- 10.41 For reduction in force and recall purposes – all evaluations are considered comparable until the new Board Evaluation Policy adopted under Article VIII is in place and functioning, at which time a new comparable definition would be defined and mutually agreed upon by the Comparable Definition Committee, which shall be comprised of a Union team and a Board team, each having an equal number of no more than three people per team. If the Comparable Definition Committee is unable to reach agreement, they will request assistance from a FMCS mediator to resolve the issue. If still unable to agree after assistance from a FMCS mediator, the Union team and the Board team will submit their last best suggested definition for “comparable evaluation” to an arbitrator selected by the rules of the American Arbitration Association. The Union and Board agree the award of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally.

ARTICLE XI - LEAVES

11.1 ASSAULT LEAVE

- 11.11 It is recognized by the Board that in the course of performing assigned duties, physical assault upon a teacher may occur. A teacher who has been physically assaulted in connection with the performance of a professional assignment shall notify his/her administrator immediately. Within twenty-four (24) hours of the incident, the teacher, when physically able, will provide the administrator with a written report of the incident.
- 11.12 The administrator shall obtain a list of witnesses to said assault. A written statement of the observations of each witness is to be made and signed by the witness. Copies of the teacher's report and the written statement and observations of each witness shall be forwarded to the superintendent. Copies of the witness' statement shall also be given to the teacher(s) involved with the witnesses' approval.
- 11.13 If court action results, said teacher and any witnesses shall be granted leave of their professional duties and a qualified substitute provided with no loss of pay for days in court as may be requested by their legal counsel, court officials, and law enforcement officers.
- 11.14 The Board shall authorize its legal counsel to assist the teacher in matters of legal rights and supportive assistance if court action results. The Board's counsel will cooperate fully with the teacher and the teacher's counsel, but the Board's counsel shall not represent the teacher.

- 11.15 A teacher temporarily disabled as a result of physical assault shall be returned to the same position held at the time of the incident.
- 11.16 If an assault on a teacher results in the teacher's being unable to teach for a period of time, as documented by a medical certificate, said teacher shall be provided with leave until able to resume professional duties. Said leave shall not, for a maximum of thirty (30) school days, result in loss of pay or benefits; also, any teacher so affected shall not lose accumulated sick leave. After thirty (30) school days the teacher may elect to choose workers compensation benefits, use accumulated sick leave, or apply for disability retirement.

11.2 EXTENDED FAMILY ILLNESS LEAVE

- 11.21 A leave of absence without pay for up to one (1) year will be granted to a teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave without pay may be granted at the discretion of the Board.

11.3 PERSONAL LEAVE

- 11.31 A teacher shall be entitled to three (3) days of personal leave, with pay, each school year (non-cumulative). The personal leave is only applicable to emergency personal reasons and said days shall not be deducted from sick leave. A one time per career use of 3 consecutive personal leave days in a row shall be granted. Any unused personal days will be rolled into sick leave at the end of the school year.
- 11.32 Except where circumstances make it impossible, the teacher will give to his/her principal, in writing, forty-eight (48) hours advanced notice of his/her request to use personal leave. In emergency situations, the principal shall be contacted. When a teacher is absent for personal reasons, a report of such absence, signed by the teacher and principal, shall be filed with the Assistant Superintendent- Human Resources on the morning of the teacher's return to work. Such report shall contain a certification by the teacher that his/her absence was not in violation of this policy. The filing of a false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day(s) taken. In applying for personal leave, the forms contained within this section shall be completed and submitted.
- 11.33 Personal leave shall include, but not be limited to, major disasters affecting immediate family property; court appearance, graduations and weddings of members of the teacher's immediate family; award presentations to the teacher; immediate examination for military service; any business activity of major significance which cannot be handled before or after school or on weekends; and religious holidays where total absence from work is required. Personal leave shall also be granted for family obligations such as teachers' children's open houses, parent-teacher conferences, etc.
- 11.34 Personal leave shall not include: recreational activities; vacations; gainful employment; making application for employment elsewhere; shopping; extension of sick leave; attending fraternal functions; friend's illness; wedding anniversaries; and other examples of seemingly emergency nature which in reality could be taken care of through

other arrangements.

- 11.35 The superintendent or his/her designee may authorize additional absences for justifiable reasons. The reason for such requests will be stated in writing and determinations will be made based on the criteria listed in this Article.
- 11.36 Personal emergency leave will generally not be approved on any of the following days, except under very unusual circumstances:
- a. The first and last days of school with students in session.
 - b. The school day preceding or following a holiday or vacation period.
 - c. Professional Development Day and parent-teacher conference days.

11.4 PREGNANCY, MATERNITY, ADOPTION, PATERNITY, OR LONG TERM MATERNITY LEAVE

- 11.41 Leave without pay for the current semester and up to 2 additional consecutive semesters shall be granted, upon written request by a teacher, for pregnancy, maternity, adoption, paternity and medical leave, and shall be arranged through the superintendent or his/her designee at least sixty (60) days before the beginning date of the leave except when mitigating conditions merit deviation. The teacher will receive written notification of leave specifications.
- 11.42 If her condition requires, a pregnant teacher may use accumulated paid sick leave for (a) disabilities resulting from her pregnancy and/or (b) her period of confinement up to six weeks from the date of the birth of the child. For medical leave beyond six weeks, the Superintendent or his/her designee will require the teacher to supply a written statement from her doctor, substantiating that a disability exists and the expected duration of such disability.
- 11.43 If a pregnant teacher prefers not to use accumulated paid sick leave or exhausts her accumulated sick leave, she must at that time apply for a medical leave of absence without pay. The leave shall be granted for disabilities resulting from her pregnancy and for her period of confinement. In either case, the Board will pay the premium for hospitalization and life insurance for the balance of the school year or for a period of three (3) months, whichever is shorter. When benefits are not paid by the Board, the teacher may continue to be covered by said benefits by paying the COBRA rate in advance, to the Board.
- 11.44 Requests for reinstatement from a medical leave of absence for pregnancy, maternity, adoption, paternity or medical leave, shall be directed to the superintendent or his/her designee no later than April 1 of the calendar year in which the teacher is requesting to return. The teacher may return at other than the beginning of a new school year per prior arrangements with the superintendent or his/her designee and approval of the Board.

11.5 LONG-TERM PROFESSIONAL LEAVE OF ABSENCE

- 11.51 The Board is permitted, at its discretion, to grant a leave of absence upon written request of a teacher for educational, professional, or other purposes. In exercising this discretion

hereafter, the Board will pursue the general policy outlined below.

- 11.52 A leave of absence shall be granted upon the written request of a teacher, where illness or other disability is not the reason for the request, only upon the following conditions:
- 11.521 The teacher shall have been in the service of the Board for a minimum of two (2) years and be in the possession of a valid teaching certificate immediately preceding the period of the proposed absence.
- 11.522 The application shall have been received by the superintendent prior to the first day of April preceding the school year for which the request is made.
- 11.523 The only reason for which leaves will be granted shall be professional study in line with professional advancement.
- 11.524 The duration of the leave shall not exceed one (1) school year.
- 11.525 The teacher promises to return to the Garfield Heights Schools after the leave of absence.
- 11.53 A maximum of two percent (2%) of the teachers may be granted professional leave each year. Insofar as possible, a proportionate division of leaves will be granted to the various departments and grade levels.

11.6 SABBATICAL LEAVE

- 11.61 The Board recognizes that a superior educational system and a program of instruction that meets the needs of all students can only be achieved by providing for continual improvement of the teachers. Sabbatical leave is given to teachers to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research, and/or writing and travel. Applications for sabbatical leave for other types of experiences shall be considered on their merits and may be approved by the Board of Education upon recommendation of the superintendent.
- 11.62 A teacher may apply for sabbatical leave subject to the following requirements:
- 11.621 Applicant must have seven (7) full consecutive years of satisfactory service as full-time teacher in the Garfield Heights City Schools. Military leaves shall not be interrupted service.
- 11.622 Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service of an additional seven (7) consecutive years of satisfactory service as a full-time teacher.
- 11.623 A maximum of two percent (2%) of the teachers may be granted sabbatical leave each year. Insofar as possible, a proportionate division of leaves will be granted to various departments and grade levels.
- 11.624 A sabbatical leave may be granted for a period of one (1) full semester or two (2) full

consecutive semesters within the same year.

- 11.625 The applicant must sign an agreement to return to service with the Board immediately upon termination of sabbatical and continue in such service for a period of two (2) years unless causes beyond his/her control prevent such service. If service is terminated before the end of the two (2) years, a salary refund to the Board will be due proportionate to the amount of agreed-upon service not actually rendered.
- 11.63 Requirements and status while on sabbatical leave are defined as follows:
- 11.631 Compensation of the teacher on sabbatical leave shall be the difference between the base salary he would receive if on active status for the period in which the leave is effective and the salary of a satisfactory substitute.
- 11.632 A teacher on sabbatical leave shall be considered to be in the employ of the Board, shall have a contract, and shall be entitled to participate in any benefits that may be provided for by the rules and regulations of the Board. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
- 11.633 Payment of salary and withholdings for taxes and retirement shall be made in accordance with the provisions of the Board for payment of salary to other teachers. It is the responsibility of the teacher to keep the Superintendent informed as to any changes in address.
- 11.634 A sabbatical leave granted to a teacher shall also operate as a leave of absence without pay from all other school activities.
- 11.64 A teacher upon return from sabbatical leave shall enjoy the following privileges and benefits:
- 11.641 Terms of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
- 11.642 At the expiration of a sabbatical leave, the teacher shall be restored to his position or to a position with like status and pay.
- 11.643 Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all university work completed while on leave and detailed data as to the activities of the teacher together with the teacher's appraisal of the professional value of the experience or knowledge gained while on leave and the manner in which such experience or knowledge may be used for the benefit of the students of the schools of this District. This report shall be due the first day of the month following the applicant's return to service with the Board.

11.7 SICK LEAVE

- 11.71 All teachers shall receive full compensation for absence due to illness as specified in the Ohio Revised Code.
- 11.72 All teachers shall receive full compensation for absence as specified in the Ohio Revised Code.
- 11.73 Sick leave may be accumulated at the rate of fifteen (15) days per year to a maximum of 245 days.
- 11.74 In granting sick leave because of death in the teacher's immediate family, it is agreed that immediate family shall include the following: spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.
- 11.75 Such time as is needed, not to exceed three (3) days for each such occasion, shall be granted in the event of death of a teacher's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece, or nephew, unless said relative is a member of the immediate household, in which event the leave shall be granted in accordance with Section 3319.141 of the Ohio Revised Code.
- 11.76 A teacher shall receive full pay for absence in excess of his/her accumulated absence credit, provided that the total absence for which he/she may be paid during a particular year of service shall not exceed the number of days of absence credit which he/she is expected to earn during that work year and provided further that all days of absence with pay shall be deducted from the absence credit to the teacher during the year.
- 11.77 If medical attention is required, the teacher's statement shall list the name of the attending physician and the dates when he/she was consulted. The teacher shall not be required to supply a "physician's statement" except that after a prolonged illness the superintendent may require a statement indicating that the teacher is physically able to carry out his/her assigned duties.
- 11.78 An absent teacher will call his/her principal before 2:30 p.m. if he/she will return to duty the next school day.
- 11.79 A teacher requesting sick leave shall follow the established call-in procedure promptly so that substitute service can be arranged, if necessary.
- 11.791 The Board is required by law, upon written request of a teacher, to grant a leave of absence for a period of not more than two consecutive school years where illness or other disability is the reason for the request.
- 11.792 If a teacher exhausts sick leave due to a catastrophic illness as classified by a medical physician, but has not qualified for disability retirement benefits, the GHTA President and Superintendent in consultation shall authorize the donation from each teacher of up to two (2) days from their own sick leave accumulation to be credited to the sick leave

accumulation of the teacher, up to a maximum of 30 days for the duration of this Agreement provided that this provision can be administered in such a way that the sick leave transferred cannot be counted by S.T.R.S. in determining disability eligibility. Any donation of sick leave days shall be in writing and signed by the donating teacher and shall specify the teacher to whom the day(s) are donated. Solicitation for the donation of days shall be done by the G.H.T.A. President. Once donated to a teacher who has exhausted sick leave, the donated sick leave days shall be used in accordance with this provision.

11.8 FEDERAL FAMILY AND MEDICAL LEAVE

11.81 Such leave Employees who qualify shall be entitled to a leave of absence under the Family and Medical Act Leave of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of the Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

11.9 GROUP INSURANCE WHILE ON LEAVE

11.91 Teachers while on a Board approved leave of absence, shall be entitled to remain covered by any group insurance through the employee's full contribution of premiums to the Board, with monthly payments made in advance by the first of each month.

11.92 The Consolidated Omnibus Budget Reconciliation Act, COBRA, enacted in 1986, provides covered employees the opportunity of purchasing health benefits for themselves and their dependents/beneficiaries when coverage is terminated for the following reasons: job loss, reduction in hours, separation, divorce, death and/or dependent child ceases to be a dependent child. The duration of coverage under the COBRA provisions is 18 to 36 months depending upon the condition of eligibility.

11.10 WORKER'S COMPENSATION-Transitional Work Program

11.101 All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

11.102 Any injury incurred while performing assigned responsibilities shall be reported immediately to the Assistant Superintendent – Human Resources, injured employee's supervisor or other designated representative within 72 hours following a serious injury where normal reporting is not possible. The investigative report will indicate whether it is a medical only or a regular disability claim. The treasurer of the district shall provide all necessary forms and instructions on how to complete forms to the injured employee. The treasurer shall then file the forms with the Bureau of Worker's Compensation in proper and timely manner.

11.103 Any employee may elect to use his/her accumulated sick leave in conjunction with medical benefits under Worker's Compensation but cannot receive both sick leave and wage

reimbursement under Worker's Compensation.

- 11.104 Employees may elect to use sick leave as an advancement and when compensation is paid, employee shall repay the Board and have sick leave pay reinstated. The Board shall prepare an agreement form to be signed by both parties immediately after the accident which will be filed with the Bureau of Workers' Compensation. [Ref: Adm. 4123-5-20 (c).]
- 11.105 The union will provide representatives to a district safety committee that will meet periodically.
- 11.106 It is the policy of Garfield Heights City Schools to effectively manage workers' compensation losses and invoke cost containment measures for workers' compensation claims while maintaining the working status of our employees.
- 11.107 The aim of this program is to provide employment after the onset of a work related injury, accident or illness; allowing for reasonable accommodations and/or alternative positions within the school district based on any restrictions established by the Physician of Record. Transitional work is a temporary accommodation.
- 11.108 The Transitional Work Program is available to any employee who sustains a work related injury, occupational disease or illness that is likely to result in lost time from the job. Each transitional work assignment will be treated independently of others. The injured worker must have the potential per the Physician of Record to return to his/her original job with permanent modifications or other targeted job by the end of the transitional work assignment. Employees who are expected to have a temporary period of job performance limitations (defined as a limitation that is anticipated to last no more than ninety (90) calendar days) will be considered for participation in the program.

ARTICLE XII - EMPLOYMENT OF RETIRED TEACHERS

The parties agree to abide by the following terms and conditions relating to the re-employment of a teacher following such teacher's service retirement. Specifically, the parties agree that:

12.1 EMPLOYMENT/RE-EMPLOYMENT

- 12.11 The board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is not expectation of continued employment or re-employment when a teacher retires from the Garfield Heights City Schools.

12.2 SALARY SCHEDULE PLACEMENT

- 12.21 At the discretion of the Board of Education, the re-employed teacher will start with salary schedule placement experience of up to a minimum of step 1 and a maximum of step 5. The re-employed teacher will be advanced one year on the salary schedule for each year of employment service in the district.

12.3 SICK LEAVE

12.31 The re-employed teacher shall commence employment with zero days of accumulated sick leave.

12.4 SENIORITY

12.41 Seniority for retired teachers newly hired by the Board as well as for retired Garfield Heights City Schools teachers returning to employment with the Board after retirement will be zero (0) upon such employment, and all references in the collective bargaining agreement to "years of service with the district," etc. shall mean years of service earned after employment by the Board following retirement.

12.5 CONTRACT

12.51 Teachers employed by the Board after retirement shall not be eligible for continuing contracts and are restricted to limited contracts of employment.

12.6 RETIREMENT INCENTIVE/SEVERANCE PAY

12.61 Re-employed teachers are not eligible to participate in any retirement incentive program, but they are eligible for regular severance pay.

12.7 CONTRACT OF EMPLOYMENT

12.71 The contract of employment will be for one year and is automatically non renewed at the conclusion of that year without the need for compliance with ORC Sections 3319.11 and 3319.111. Re-employed teachers will be evaluated pursuant to Section 9.4.

12.8 DURING REDUCTION IN FORCE

12.81 In the event of a reduction in force, the re-employed teacher will not have any bumping rights.

12.9 EFFECT ON EXISTING PROGRAMS

12.91 Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.

12.10 BARGAINING UNIT

12.101 Subject to these provisions, re-employed teachers are part of the bargaining unit.

12.11 SICK LEAVE ACCUMULATION

12.111 Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.

ARTICLE XIII - PART TIME/SHARED POSITIONS

13.1 REQUEST FOR

13.11 Part time or shared positions can be requested but not necessarily granted. In determining such request, the superintendent will use the following criteria:

- availability of part time teachers.
- continuity within the classroom
- feasibility and appropriateness of proposal

13.2 SUBMISSION OF PROPOSAL

13.21 It is the responsibility of requesting teacher(s) to submit in writing such proposal to the superintendent for his/her consideration.

13.3 LENGTH OF ASSIGNMENT

13.31 Under any circumstances, such positions shall be for one school year, subject to reappraisal, discontinuation and modification, at the end of each year. The decision of the superintendent is final and not grievable.

13.4 FRINGE BENEFITS

13.41 To be eligible to receive fringe benefits, a part time teacher must be employed at least three-fifths time.

ARTICLE XIV - WAGES, HOURS, TERMS OF EMPLOYMENT

14.1 CONTRACTS

14.11 The Garfield Heights City Schools will continue to function within the legal process regarding contractual obligations. The Garfield Heights City Schools will continue to use approved forms for contractual obligations.

14.12 The Board shall provide every teacher an individual written contract in keeping with the provisions of the Ohio Revised Code and Board-adopted policies.

14.13 Limited Contracts

14.131 All teachers shall be given one-year contracts until qualified for and awarded continuing status.

14.132 Such contracts shall be signed by the teacher and the appropriate Board officers and shall set forth the salary to be paid. The teacher's training classifications shall be shown on the contract.

14.133 Contracts of re-employment shall normally be issued to all teachers to be reappointed on or about May 1 each year.

14.134 Those teachers holding limited contracts shall normally be notified of salaries within 30

days of the regular April Board of Education Meeting. Such annual notice shall set forth the teacher's training classification.

14.14 Continuing Contracts

14.141 Continuing contracts shall be granted to those teachers qualified as to certificate and service and recommended to the Board by the Superintendent of Schools. Such contracts shall be signed by the teacher and the appropriate Board officers and shall set forth the salary to be paid. The teacher's training classification, step on schedule, and blocks of credit earned shall be shown on the contract.

14.142 Those teachers holding continuing contracts shall normally be notified of salaries within 30 days of the regular April Board of Education Meeting. Such annual notice shall set forth the teacher's training classification.

14.15 Supplemental Contracts

14.151 All teachers assigned additional responsibilities and/or granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code.

14.152 Contracts of employment shall be issued for the term of not more than one (1) year to all teachers performing assigned supplemental duties in addition to regular teaching duties.

14.153 Such contracts shall set forth the supplemental duties to be performed including the compensation to be paid. All contracts shall be signed by the teacher and the appropriate Board officers.

14.154 Renewal considerations for a non-teacher supplemental issued previously where no teacher expressed interest will be given equal consideration to his/her qualifications as that of a teacher making new application.

14.2 SALARY REDUCTION PICK-UP

14.21 The Board shall implement the salary reduction pick-up to STRS as mandated by the Ohio Revised Code.

14.3 CONTRACTUAL PAYOFF FOR RETIREES

14.31 Those employees retiring on or before July 1st, all remaining earned wage will be paid in the last paycheck in June.

14.32 Medical Insurance for retiring employees will terminate as of June 30th.

ARTICLE XV - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

15.1 Local Professional Development Committee

The Garfield Heights City Schools Local Professional Development Committee (LPDC), operating

under the requirements of SB 230; OAC 3301-24-08, and policies established by the Garfield Heights Schools Board of Education, will review all certificate license renewal applications for all certificated employees. The LPDC is the official body through which Garfield Heights School District certificated/licensed employees must seek credential renewal.

ARTICLE XVI - FRINGE BENEFITS

16.1 Hospitalization and Major Medical Insurance

16.11 Eligibility: All employees who are scheduled to regularly work more than thirty (30) hours per week shall be eligible for Board paid health insurance, major medical insurance, prescription coverage, dental insurance and Vision Care.

The Board shall maintain the level of benefits in effect on June 30, 2011 through SuperMed Plus and contract for and provide health insurance, major medical insurance, prescription coverage, dental insurance, and Vision Care, family or single, as appropriate, for eligible certified/licensed employees. All eligible employees will pay a monthly contribution equal to 7% of the cost of the Board's premium. This monthly contribution shall be payroll-deducted equally over 26 pays.

Those eligible certified/licensed employees who elect not to participate in the District's health insurance program shall be eligible for a lump sum payment of \$2,000 if eligible for the family plan and \$900 if eligible for single coverage. In the event a husband and wife are both employed by the Board and one elects family health care coverage:

- A. The other spouse shall not be entitled for this lump sum payment.
- B. The other spouse shall not be entitled to elect single coverage or family health care coverage unless family coverage is required for one of the other spouse's dependents or any other demonstrated reason mutually agreed upon by the Board and the Association.

16.12 The Board shall provide a plan to allow for tax deferment of monthly contributions where permissible by law.

16.13 Spousal Insurance

This provision becomes effective March 1, 2013. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance, sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) OR in lieu of the employer (or public retirement plan) sponsored group insurance coverage(s) may secure his/her own individual health insurance policy.

This requirement does not apply to any spouse who is also employed by the Garfield Heights City Schools. This requirement also does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage

and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage. This requirement also does not apply to any spouse if a Health Savings Account (“HSA”) is the only option that spouse has for health insurance.

Upon the spouse’s enrollment in such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits. If an employee’s spouse enrolls in his/her employer’s health insurance, the employee shall not be required to enroll in single coverage offered by the Board of Education, provided the employee is eligible for family coverage.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education’s group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse’s employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee’s spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Board of Education of his/her spouse’s eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Board of Education Plan providing benefits to which the employee’s spouse is not entitled, the employee will be personally liable to the Board of Education Plan for reimbursement of benefits and expenses, including attorneys’ fees and costs, incurred by the Board of Education Plan. Any amount to be reimbursed may be deducted from the benefits to which the employee would otherwise be entitled. In addition, your spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Any employee submitting false information will be subject to disciplinary action, up to and including termination of employment.

For employee spouses who are enrolled in their employer’s insurance plan or in lieu of enrolling in their employer’s plan secured his/her own individual health insurance policy, the Board agrees to reimburse employees up to One Hundred Twenty-Five Dollars (\$125.00) per month of actual documented premium costs paid by the employee’s spouse to his/her employer for single and prescription drug medical coverage. Such reimbursement shall be tax-free. Requests for reimbursement with attached documentation demonstrated that such premium contributions were made shall be submitted to the Treasurer’s office.

16.2 Group Life Insurance

16.21 The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each teacher. Life insurance shall be furnished in the amount of \$50,000.00. The Board will attempt to make arrangements with the present carrier so that members of the unit can purchase additional life insurance at group rates on increments of \$5,000.00. The cost of such additional insurance is to be paid entirely by the Teacher.

16.3 Severance Pay

16.31 Severance pay to teachers shall be granted by the Board with the following conditions:

16.32 The teachers must have at least five (5) years' service with the Garfield Heights City Schools.

16.33 Severance pay is granted only to those teachers who reach retirement age while actively employed by the Board, and have been granted retirement by the State Teachers Retirement System.

16.34 Half payment will be made in one lump sum within sixty (60) days after proof of retirement, and half deferred severance pay to July 1st after the calendar year in which he/she retires. For those who retire with 25 days or less severance, the option of receiving severance in one lump sum will be available.

16.341 Deferred Severance Option

Severance payment may be deferred for retiring teachers and will be paid in three (3) equal amounts on or about July 1st of the three calendar years immediately following the year of retirement.

16.35 Severance pay is granted only to those teachers who reach retirement age while actively employed by the Board, and have been granted retirement by the State Teachers Retirement System.

16.36 Teachers will be paid for one-half (1/2) of their sick leave balance at the time of retirement up to a maximum of one-half (1/2) of one hundred fifty four (154) days at the per diem rate at the time of retirement.

16.361 Any bargaining unit member who first becomes eligible for retirement during a school year as defined below, accrues the right to an additional 100 days of severance pay at a per diem rate of \$350 if he/she actually retires between the end of the school year and July 10 of the school year in which the employee first becomes eligible (unless otherwise defined below). Any eligible employee who wishes to participate in this incentive must elect to participate by providing written notice to the Superintendent's office prior to March 1st of the school year in which he/she retires. A bargaining unit member shall be eligible for this incentive to retire when they first meet any one of the following three criteria as defined by State Teachers Retirement System's criteria for retirement eligibility:

1. Any age with 30 or more years of service credit; or
2. Age 55 or older with 25 or more years of service credit; or
3. Age 60 or older with five or more years of service credit.

Payment will be made in deferred payments as per section 16.341.

- 16.37 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued but unused by the teacher at the time payment is made.

16.4 Merit Incentive for Attendance

- 16.41 Each teacher, full or part time, who has used no sick or personal leave or leave without pay during a quarter shall receive a merit incentive for attendance of \$100 for that quarter. If a teacher uses sick leave on a day of an injury/accident that occurred at work, it shall not count as sick leave for purposes of this Provision. Payment of the incentive shall be made no later than the second pay following the close of the semester.

ARTICLE XVII - SUPPLEMENTAL ASSIGNMENTS

- 17.1 New positions may be created by the administration, but the salaries for said positions shall be established with the association president's input prior to Board approval.
- 17.2 Nothing in this agreement shall violate Title IX regulations.
- 17.3 This negotiated agreement does not guarantee that supplemental assignments and positions, in part or in whole, be in existence or filled over the duration of this contract.
- 17.4 Posting of supplemental contract openings shall follow provisions of Ohio Revised Code.
- 17.5 Volunteers shall not be used to replace existing supplemental positions.

ARTICLE XVIII - SUPPLEMENTAL SALARY SCHEDULE

- 18.1 The supplemental salary schedule defines the compensation levels for extra-curricular coaching assignments, co-curricular positions, and department chairperson responsibilities.
- 18.2 Seasonal supplementals will be paid in three equal pays during the season: first pay preseason, second pay mid-season, and third pay at completion of duties.

See Supplemental Salary Schedule.

ARTICLE XIX - SALARY SCHEDULE

- 19.1 The salary schedule for staff shall be as attached (attached as Tab A) and reflect the following:

July 1, 2012, through December 31, 2012: This schedule is the same salary schedule in

effect on June 30, 2012. Each bargaining unit member who received a step increase on July 1, 2012, shall retain that step increase.

January 1, 2013, through June 30, 2013: Half percent (.5%) increase on the base salary.

July 1, 2013, through June 30, 2014: Three-quarter percent (.75%) increase on the base salary. Effective July 1, 2013, each bargaining unit member will receive a step increase equal to one step level higher on the salary schedule that he/she was on as of June 30, 2013.

Signing Bonus for this Contract. The Board will pay members a \$500.00 signing bonus no later than the second payroll following ratification by the Union. This signing bonus will not become part of the base salary. The Board will pay members a \$500.00 signing bonus effective with the first payroll following July 1, 2013. This signing bonus will not become part of the base salary.

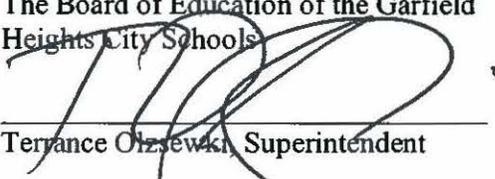
- 19.2 All hours beyond the Bachelor's and Master's degree are graduate semester hours and must be in the area of current teacher certification, work towards a new area of teacher certification, and in an accredited department of graduate education.

ARTICLE XX - CONTRACT DURATION

- 20.1 The agreement commences July 1, 2012, and continues in full force and effect through midnight, June 30, 2014. It terminates the previous agreement dated July 1, 2011 through June 30, 2012 that was extended to October 31, 2012. If during the term of this agreement there is a change in any applicable federal or state law which would invalidate any provisions of this agreement, the parties will meet to resolve any necessary changes in the agreement relative to the affected provision only.

- 20.2 In witness thereof, the parties have caused their names to be subscribed this ___ day of March, 2013.

The Board of Education of the Garfield
Heights City Schools

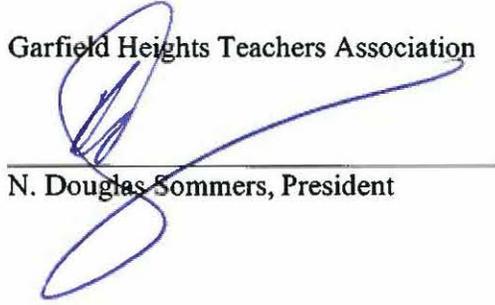


Terrance Olzsewski, Superintendent



Joseph M. Juby, Board President

Garfield Heights Teachers Association



N. Douglas Sommers, President

APPENDIX A – Teacher Salary Schedule

The Garfield Heights City Schools – Teacher Salary Schedule is being prepared and will be forwarded for the GHTA review before this contract is finalized for signing.

APPENDIX B – Supplemental Salary Schedule

SUPPLEMENTAL SALARY SCHEDULE	RATE X BASE BA MINIMUM
Seasonal Events Mgrs-Athletics (HS)(3 on year)	0.04
Athletic/Student Activities Manager (MS)	0.11
Football	
High School Head Varsity	0.18
Varsity Assistants	0.14
Middle School Head Coach	0.10
Middle School Assistant Coach	0.09
Basketball	
HS Head Girls Varsity	0.16
Asst. Girls-HS (JV)	0.12
Asst. Girls-HS (FR)	0.12
HS Head Boys Varsity	0.16
Asst. Boys-HS (JV)	0.12
Asst. Boys-HS (FR)	0.12
MS-7/8 Grade Boys	0.10
MS-7/8 Grade Girls	0.10
Wrestling	
High School Head Varsity	0.16
Varsity Assistants	0.12
Middle School Head Coach	0.10
Middle School Assistant Coach	0.09
Little Bulldogs	0.12
Baseball (Boys)	
High School Head Varsity	0.11
Assistant High School	0.08
Assistant High School (JV)	0.08
Assistant High School (FR)	0.08
Middle School (7/8)	0.08
Softball < Fast Pitch > (Girls)	
High School Head Varsity	0.11
Assistant High School	0.08
Middle School (7/8)	0.08
Track	
High School Boys Head Varsity	0.11
High School Girls Head Varsity	0.11
Assistant High School	0.08

Middle School	0.08
Cross Country	
High School Head Varsity	0.11
Middle School	0.07
Golf	
High School Head Varsity	0.08
Assistant High School	0.04
Bowling	
High School Head Coach	0.08
Hockey	
High School Head Coach	0.14
Assistant High School	0.10
Tennis	
High School Head Coach	0.08
Soccer	
High School Head Coach	0.10
HS Assistant	0.08
Volleyball	
High School Head Coach	0.10
HS Assistant (JV)	0.08
HS Assistant (FR)	0.08
Middle School Head Coach	0.07
Cheerleading Supervisors	
High School (Fall)	0.07
High School Assistant (Fall)	0.04
High School (Winter)	0.07
High School Assistant (Winter)	0.04
Middle School	0.08
Band Director	
High School Band	0.15
High School Band Aux. Director	0.07
Middle School Band	0.09
Vocal Music Directors	
High School/Music Express Director	0.15
Middle School	0.06
Elmwood	0.05
William Foster	0.05
Maple Leaf	0.05
Music Extension Program Instructor	0.06

Dramatics	
High School	0.08
Middle School	0.06
Interpretive Arts	0.04
Director of Theater Arts	0.14
Assistant to the Director of Theater Arts-HS/MS	0.11
High School Musical Vocal Director	0.09
Pit Conductor	0.07
Assistant to the Director of Theater Arts- HS/Elementary	0.11
Choreographer (Stipend)	\$700.00
Set Design and Construction (Stipend)	\$800.00
Newspaper Advisor	
High School (less one period)	0.06
Middle School	0.05
IDL TEACHER (2 semesters)	0.06
IDL Teacher (1 Semester)	0.03
Yearbook Advisors	
High School (less two classes)	0.06
Memory Book Advisor (4 positions)	0.01
Grade Level Lead Teachers (grades K-5)	0.07
Curriculum Advocates (grades K-5)	0.03
Curriculum Leaders – High School	
Business & Computer – HS	0.05
Language (Foreign) – HS	0.05
English – HS	0.10
Fine Arts (Art-Music) – HS	0.05
Pupil Services (Guid., Psych, Sp & Hr.) – HS	0.07
Consumer Science & Ind. Arts – HS	0.06
Health & Physical Education – HS	0.06
Mathematics – HS	0.10
Science – HS	0.10
Social Studies – HS	0.10
Vo Ed (WECEP)	0.06
Special Ed (High School)	0.10
* Positions to be filled and paid only when there are equivalent of 3 or more full time teachers in the department <u>or grade level</u> , in the bldg. MS Team Leaders perform many of these responsibilities. <u>Responsibilities of department chairpersons and curriculum leaders are included in supplemental job descriptions.</u>	

TEAM LEADERS (MS) – 8 POSITIONS	
6 th	0.05
6 th	0.05
7 th	0.05
7 th	0.05
8 th	0.05
8 th	0.05
Exploratory	0.05
Special Education	0.05
Instructional Leaders – Middle School	
Math	0.07
Language Arts	0.07
Science	0.07
Social Studies	0.07
Special Education	0.07
TCS Chairperson	
Elmwood	0.05
William Foster	0.05
Maple Leaf	0.05
Middle School	0.05
High School	0.05
TCS Core Assistant	
Elmwood	0.02
William Foster	0.02
Maple Leaf	0.02
Middle School	0.02
High School	0.02
Academic Team Coach	0.08
Chemical – OSHA – Compliance Coordinator	0.03
Community/School Service Coordinator	0.03
Class Advisor	
Freshman Class Advisor	0.03
Sophomore Class Advisor	0.03
Junior Class Advisor	0.04
Senior Class Advisor	0.06
National Honor Society	
High School	0.04
Middle School	0.02
Tract Garden	

Tract Garden – Spring Program	0.04
Tract Garden – Spring Assistant	0.02
Tract Garden – Summer Program	0.09
Tract Garden – Summer Assistant	0.04
Student Senate Advisor	0.05
Computer Coordinator	
William Foster School	0.04
Elmwood School	0.04
Maple Leaf School	0.04
Middle School	0.04
* (1 da./mo. Release day if approved.)	
Renaissance District Coordinator	0.03
Renaissance Bldg. Coordinator	
Middle School	0.02
Elmwood	0.02
Maple Leaf	0.02
High School	0.02
William Foster	0.02
Teacher LPDC Members (GHTA Elected)	
High School	0.05
LPDC Chairperson (in addition to LPDC member supplement)	0.02
Middle School	0.04
Maple Leaf	0.03
Elmwood	0.03
William Foster	0.03
LPDC Apprentice (Elected)	
<u>As needed for replacement</u>	0.015
Summer School	
5/6 English/Math	0.10
7/8 English	0.10
7/8 Science	0.10
7/8 Social Studies	0.10
7/8 Math	0.10
9/10 English	0.10
11/12 English	0.10
Prof. Prep Math (1 week)	0.016
Prof. Prep Social Studies (2 weeks)	0.033
Prof. Prep Read/Writing (2 weeks)	0.033
Summer Guidance	0.02
Mentor Resident Educator Program	0.03

Assigned As Needed Supplementals	Hourly Rate (Rate x base BA minimum)
Concession Mgr. Blaugrund Field or HS Stands (if staff assigned by princ. or athletic coor.)	.00045/hr.
Classroom Spot Substitutions	.0007/period
Curriculum/Course of Study Writing	.0007/hr.
Tutoring on Plan Time	.0007/period
Tutoring or Home Instruction	.0007/hr.
INTRAMURAL PROGRAMMING (May be modified or changed by grade level programming.)	
Per Qtr.= 0.04	Qtr.(s)
Ski Club (6-12) (2 nd - Q)	2
Weight Lifting (6-7-8) (1 st - Q)	1
Weight Lifting (6-7-8) (2 nd - Q)	1
Weight Lifting (6-7-8) (3 rd - Q)	1
Weight Lifting (6-7-8) (4 th - Q)	1
Weight Lifting (9-12) (1 st - Q)	1
Weight Lifting (9-12) (2 nd - Q)	1
Weight Lifting (9-12) (3 rd - Q)	1
Weight Lifting (9-12) (4 th - Q)	1
Boy's/Girl's BB (4-5) (2 nd - Q)	1
Boy's/Girl's BB (6-7-8) (3 rd - Q)	1
Girl's FP SB (4-5) (1 st - Q)	1
Girl's FP SB (6-7-8) (1 st - Q)	1
Girl's VB (4-5) (4 th - Q)	1
Girl's VB (6-7-8) (4 th - Q)	1
Boy's Floor Hockey (4-5) (3 rd - Q)	1
Boy's Floor Hockey (6-7-8) (2 nd - Q)	1
Bowling (co-ed) (6-7-8) (1 st /2 nd - Q)	2
Intramural Electives (6-7-8) (4 th - Q)	1
Intramural Electives (9-12) (1 st - Q)	1
Intramural Electives (9-12) (4 th - Q)	1
Noon Elementary Intramurals Supervisors	
Elmwood (2 Qtrs.)	2
William Foster (2 Qtrs.)	2
Maple Leaf (2 Qtrs.)	2

APPENDIX C – Personal Leave Form

PERSONAL LEAVE FORM

Certified/Administrative Personnel

I hereby certify that I am not using my personal leave in violation of the Negotiated Agreement. I understand that the filing of a false statement under this section constitutes a violation of the provision and may be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken.

This leave will be (was) taken on _____
Date

Employee's Signature

Building/School

Date

Subject/Grade Level or Assignment

Principal's Signature

The employee will receive notification once approved.

Garfield Heights City Schools - Teacher Salary Schedule

Effective: July 1, 2012

BACHELORS		Bachelors	Bachelors + 10	Bachelors + 20	Bachelors + 30	
			1.035	1.070	1.105	
1	1.00	35363	36601	37839	39077	
2	1.04	36778	38016	39253	40491	
3	1.08	38192	39430	40668	41906	
4	1.16	41022	42260	43497	44735	
5	1.21	42790	44029	45265	46503	
6	1.25	44204	45442	46680	47917	
7	1.29	45619	46857	48094	49332	
8	1.37	48448	49686	50923	52161	
9	1.42	50216	51454	52691	53929	
10	1.46	51631	52868	54106	55344	
11	1.50	53045	54283	55521	56758	
12	1.56	55167	56405	57642	58880	
13	1.60	56581	57819	59057	60295	
14	1.64	57996	59234	60471	61709	
15	1.68	59411	60648	61886	63124	
LONGEVITY						
16	1.71	60471	61709	62947	64185	
20	1.745	61709	62947	64185	65422	
25	1.786	63159	64397	65634	66872	
28	1.834	64856	66094	67332	68570	
MASTERS						
		Masters	Masters + 10	Masters + 20	Masters + 30	Masters + 40
			1.035	1.070	1.105	1.140
1	1.15	40668	41906	43143	44381	45619
2	1.20	42436	43674	44912	46149	47387
3	1.25	44204	45442	46680	47917	49155
4	1.35	47741	48978	50216	51454	52691
5	1.41	49862	51100	52338	53576	54813
6	1.46	51631	52868	54106	55344	56581
7	1.51	53399	54636	55874	57112	58350
8	1.61	56935	58173	59411	60648	61886
9	1.67	59057	60295	61532	62770	64008
10	1.72	60825	62063	63300	64538	65776
11	1.77	62593	63831	65069	66306	67544
12	1.85	65422	66660	67898	69135	70373
13	1.90	67190	68428	69666	70904	72141
14	1.95	68959	70196	71434	72672	73910
15	2.00	70727	71965	73202	74440	75678
LONGEVITY						
16	2.030	71788	73025	74263	75501	76739
20	2.065	73025	74263	75501	76739	77976
25	2.106	74475	75713	76951	78188	79426
28	2.154	76173	77410	78648	79886	81124

Garfield Heights City Schools - Teacher Salary Schedule

Effective: January 1, 2013

BACHELORS		Bachelors	Bachelors + 10	Bachelors + 20	Bachelors + 30	
			1.035	1.070	1.105	
1	1.00	35540	36784	38029	39272	
2	1.04	36961	38206	39449	40693	
3	1.08	38383	39627	40872	42116	
4	1.16	41227	42471	43715	44959	
5	1.21	43004	44249	45491	46736	
6	1.25	44425	45670	46914	48156	
7	1.29	45847	47091	48334	49579	
8	1.37	48691	49934	51177	52422	
9	1.42	50468	51711	52954	54198	
10	1.46	51889	53132	54377	55621	
11	1.50	53310	54555	55799	57041	
12	1.56	55443	56687	57930	59175	
13	1.60	56864	58108	59352	60596	
14	1.64	58286	59530	60773	62018	
15	1.68	59708	60951	62196	63440	
LONGEVITY						
16	1.71	60773	62018	63262	64506	
20	1.745	62018	63262	64506	65749	
25	1.786	63475	64719	65962	67207	
28	1.834	65180	66425	67669	68913	
MASTERS						
		Masters	Masters + 10	Masters + 20	Masters + 30	Masters + 40
			1.035	1.070	1.105	1.140
1	1.15	40872	42116	43359	44602	45847
2	1.20	42648	43893	45137	46379	47624
3	1.25	44425	45670	46914	48156	49400
4	1.35	47980	49223	50468	51711	52954
5	1.41	50111	51355	52600	53844	55087
6	1.46	51889	53132	54377	55621	56864
7	1.51	53666	54909	56153	57398	58642
8	1.61	57220	58464	59708	60951	62196
9	1.67	59352	60596	61839	63084	64328
10	1.72	61129	62373	63616	64861	66105
11	1.77	62905	64150	65394	66637	67882
12	1.85	65749	66994	68237	69480	70725
13	1.90	67526	68771	70014	71258	72501
14	1.95	69304	70547	71791	73035	74279
15	2.00	71081	72325	73568	74812	76056
LONGEVITY						
16	2.030	72147	73390	74635	75879	77122
20	2.065	73390	74635	75879	77122	78366
25	2.106	74848	76092	77336	78579	79823
28	2.154	76554	77797	79042	80285	81529

Garfield Heights City Schools - Teacher Salary Schedule

Effective: July 1, 2013

BACHELORS		Bachelors	Bachelors + 10	Bachelors + 20	Bachelors + 30	
			1.035	1.070	1.105	
1	1.00	35806	37060	38314	39567	
2	1.04	37239	38493	39745	40998	
3	1.08	38671	39924	41178	42432	
4	1.16	41536	42790	44043	45296	
5	1.21	43327	44581	45832	47086	
6	1.25	44758	46012	47265	48518	
7	1.29	46191	47444	48697	49951	
8	1.37	49056	50309	51561	52815	
9	1.42	50846	52099	53351	54605	
10	1.46	52278	53531	54785	56038	
11	1.50	53710	54964	56217	57469	
12	1.56	55859	57112	58364	59619	
13	1.60	57290	58543	59798	61051	
14	1.64	58723	59977	61229	62483	
15	1.68	60156	61408	62662	63915	
LONGEVITY						
16	1.71	61229	62483	63736	64990	
20	1.745	62483	63736	64990	66242	
25	1.786	63951	65204	66457	67711	
28	1.834	65669	66923	68176	69430	
MASTERS						
		Masters	Masters + 10	Masters + 20	Masters + 30	Masters + 40
			1.035	1.070	1.105	1.140
1	1.15	41178	42432	43684	44937	46191
2	1.20	42968	44222	45475	46727	47982
3	1.25	44758	46012	47265	48518	49771
4	1.35	48340	49592	50846	52099	53351
5	1.41	50487	51740	52994	54248	55500
6	1.46	52278	53531	54785	56038	57290
7	1.51	54069	55321	56574	57828	59081
8	1.61	57649	58902	60156	61408	62662
9	1.67	59798	61051	62303	63557	64811
10	1.72	61588	62841	64093	65348	66601
11	1.77	63377	64631	65885	67137	68391
12	1.85	66242	67496	68749	70001	71256
13	1.90	68032	69286	70540	71793	73045
14	1.95	69823	71076	72330	73583	74836
15	2.00	71614	72867	74120	75373	76627
LONGEVITY						
16	2.030	72688	73940	75194	76448	77701
20	2.065	73940	75194	76448	77701	78954
25	2.106	75409	76662	77916	79168	80422
28	2.154	77128	78380	79634	80888	82141