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AGREEMENT

BETWEEN

THE GALION EDUCATION ASSOCIATION

AND

THE BOARD OF EDUCATION

OF THE

GALION CITY SCHOOL DISTRICT

August 15, 2014 to August 14, 2016

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This Agreement entered by and between the Board of Education of the Galion City School District (hereinafter the "Board") and the Galion Education Association (hereinafter the "Association"):

ARTICLE I

RECOGNITION

A. Recognition of the Association

The Board recognizes the Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, of the bargaining unit, defined as all professional, non-supervisory personnel (as determined by the State Employment Relations Board) both full-time and part-time whether under contract, either verbal or written, on leave, or on a per diem, hourly or class basis, regularly employed or to be employed by the Board.

Management level employees and supervisors, as defined in ORC 4117, shall be excluded from the bargaining unit as well as seasonal and casual employees, non-certified tutors, substitutes, home instruction tutors, school psychologist, drug/alcohol coordinator, and Athletic Director. For purposes of this contract, a full-time employee shall be an employee who is employed to perform a full day's work as defined by this contract for a minimum of 120 days or more in a year and a part-time employee shall be an employee who works less than a full day as defined by this contract and/or less than 120 workdays per year.

Members in the bargaining unit shall hereinafter be referred to as "the member" or the "members."

B. Management Rights

The Board of Education is vested exclusively with rights of management as defined and/or expressly limited by Section 4117.08 of the Revised Code or as otherwise may be specified by the provisions of this contract.

C. Duration of Recognition

The duration of such recognition shall be in accordance with Chapter 4117 of the Revised Code.

ARTICLE II

NEGOTIATIONS PROCEDURES

A. Representation

Representation at negotiation meetings shall be limited to seven (7) representatives of the Association and seven (7) representatives of the Board, five (5) of whom will be designated. Each party shall designate a chief negotiator.

B. Scope of Negotiations

Negotiable matters shall be all matters with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement except as otherwise specified in ORC 4117.08.

C. Directing Requests

1. If either the Board or the Association wishes to negotiate with regard to matters that are subjects of negotiations that party shall notify the other party in writing of its desire, notification from the Association shall be served on the Superintendent and requests from the Board shall be addressed to the President of the Association.
2. Requests for negotiations for the purpose of making modification(s) to the existing Collective Bargaining Agreement that will result in a successor agreement shall commence no more than one hundred sixty five (165) days nor less than one hundred (100) days prior to the expiration date of the existing Agreement and shall be at a mutually acceptable place and time.

D. Negotiations Meeting Period

1. The first negotiations session shall be held within fifteen (15) calendar days of the date of the initial request.
2. At the first negotiations session:
 - a. The first item of business is to exchange proposals.
 - b. The second item of business is to establish an agenda which shall consist of those items submitted at this meeting by the Association and the Board teams. No further items may be submitted.

Proposals made by either the Association or the Board shall, in form and detail, specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation. Topical listings of items proposed for negotiations shall not be acceptable.

- c. By mutual agreement of the parties, informal negotiations may take place after the initial negotiations session.
- 3.
- a. Negotiations meetings shall be scheduled at the request of the parties and until negotiations can be concluded, either party may require, at each meeting, a decision on the date, time, and place of a subsequent meeting. Meetings shall be scheduled at reasonable intervals, places, and times.
 - b. Negotiations sessions shall be held in private with no persons other than those mentioned in Section A of this article present.
 - c. During negotiations sessions, items tentatively agreed upon shall be reduced to writing and initialed by representatives of each team and set aside.
 - d. Each team shall provide its own secretarial assistance from within the team membership. Upon mutual consent, tape recorders may be used by either party.
 - e. The negotiating period shall be for forty five (45) calendar days commencing with the first scheduled session, unless otherwise mutually agreed to.
 - f. Either party may call a caucus at any time. The caucus shall not exceed thirty (30) minutes, unless mutually agreed to.
 - g. The parties agree to furnish, upon written request at any 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. Excluded from this requirement is information developed by a party from public records or other reports. However, a party is not prohibited from sharing such information if it so chooses. 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 reword, redraft, summarize, compute, or otherwise develop data or information in other than its existing form.

- h. "To bargain collectively" means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in good faith at reasonable times and places with respect to matters set forth in Section B above, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of any concession.
- g. Instructional staff and the Board and the administration may be informed by their respective negotiation teams of the progress of negotiations.

E. Agreement

When final agreement is reached on the total negotiations package, it shall be reduced to writing and submitted to the Association membership for its consideration. The Association negotiators shall recommend the proposed Agreement for ratification unless they indicate otherwise in writing to the Board's negotiators. The Association membership will vote upon the negotiations package within ten (10) days. If ratified by the Association, the Agreement shall be submitted to the Board for its consideration. The Board's negotiators shall recommend the proposed Agreement for adoption unless they indicate otherwise in writing to the Association negotiators. The Board shall vote within fifteen (15) days from the receipt of notice of the Association ratification. If the Board adopts the total negotiations package, such action shall be deemed to have authorized the signing of the contract as hereinafter provided. If the Agreement is ratified by the Association and the Board, the Agreement shall be signed by the President of the Board and the Superintendent on behalf of the Board and the President of the Association and the Association's Chief Negotiator on behalf of the Association.

F. Disagreement

1. Should the Board and the Association not be able to reach agreement on a mandatory item or items of negotiations, either party may request the appointment of a mediator through the Federal Mediation and Conciliation Service (FMCS). The mediator assigned through FMCS shall have the authority to recommend but not to bind either party to any agreements. Nothing herein shall waive the right either party may have to insist at the appropriate proceeding that such unresolved issue or issues is not subject to the dispute settlement proceedings.

The procedure set forth in this article represents a mutually agreed dispute settlement procedure which supersedes the provisions contained in Section 4117.14, Ohio Revised Code.

2. In the event the representatives of the Board and the Association are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, the Association shall have the right to proceed in accordance with Section 4117.14 (D) (2) and Section 4117.18 (C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.
3. Following mediation, either party may publish a summary of the issues in negotiations.

G. Reprisals

No reprisal shall be taken by either party against the participants in the negotiations process by reason of such participation.

H. Amendment Procedure

This Contract may be amended or provision(s) altered during its term only by the mutual consent of the Board and the Association. Such amendment shall be only as required by ORC 4117. In such case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article II, parts E and F.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. "Association" shall mean the Galion Education Association.
2. "Administration" shall mean the superintendent, assistant superintendent, administrative assistants, supervisors, building principals, and assistant principals.

"Immediate supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
4. "Board of Education" and "Board" shall mean the Galion Board of Education.

5. "Grievance" shall mean a claim by a member of the bargaining unit or the Association that there has been a violation, misinterpretation or misapplication of the negotiated Agreement between the Association and the Board.
6. "Grievant" shall mean an individual(s) and, at his or her sole discretion, the individual's designated representative (which may be the Association) or the Association when the matter being grieved impacts on the Association, initiating a claim as defined in Section A, paragraph 5. (Where more than one person is a grievant, each shall sign the grievance.)
7. "Days" shall mean actual calendar days exclusive of holidays and weekends.

B. Rights of the Grievant and the Association

1. A grievant may appear on his/her own behalf and at his or her sole discretion may be accompanied at any time at all steps of the grievance procedure by a representative of the Association or by counsel or by any person of his/her choice, except that a grievant shall not be represented by any teacher's organization other than the Galion Education Association.
2. When a teacher chooses to be represented by other than a representative of the Association, he/she shall so indicate by signing a "Waiver of Representation Rights" form which shall be filed with the Treasurer of the Board and the President of the Association. (See Appendix)
3. In all cases, the Association President shall receive notification of the date, time, and place of the hearing(s) and the Association shall have the right to have a representative(s) present at all hearings and adjustments of the grievance. The adjustment of a grievance(s) shall not be inconsistent with the terms of this Collective Bargaining Agreement.
4. The purpose of these procedures is to provide a problem-solving process by which equitable solutions to grievances can be achieved at the lowest level administrator having the authority to resolve such grievance(s).

C. Time Limits

1. The number of days indicated at each step in the procedure shall be the maximum unless such time limits are extended by the mutual agreement of the grievant, his/her representative and the administrator or Board involved at that step.

2. If the grievant does not file a grievance in writing within twenty-five (25) days after the grievant becomes aware, or should have become aware upon exercise of reasonable diligence, of act or conditions upon which the grievance is based, then the grievance shall be considered waived. An alleged waiver may be appealed in accordance with the provisions of this article.
3. If a decision on a grievance is not appealed within the time limits or mutually agreed to extension specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to hold required hearings or to communicate the decision on a grievance within the specified time limits shall entitle the grievant to proceed to the next level.
5. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested, with the date of receipt, hand delivery or date of posting by certified mail recorded thereon. Where hand delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of hand delivery or the date of posting by certified mail. The Association shall receive a copy of all notices, forms, and dispositions at the time such would be distributed to the involved individuals.
6. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year. If this is not possible, the grievance will proceed unless further processing during the summer months causes undue hardship, as determined by mutual consent of the Association President and the Superintendent.
7. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the student school day on teaching working days for Steps I, II, and III. The Step IV hearing shall be conducted on a date and at a time designated by the arbitrator. At the discretion of the arbitrator, Step IV arbitration hearings may be held during the regular duty day for teachers; provided however, if the Association desires to have more than five (5) grievants and/or witnesses in attendance at the hearing(s), the time shall be set for non-school hours. A witness list will be submitted to the arbitrator who will schedule the witnesses.

D. Grievance Procedure

1. Informal Procedure:

A grievance, except as indicated in B. 4. above, shall first be discussed with the principal or immediate supervisor in an attempt to resolve the problem. If, following the informal conference, the principal or immediate supervisor advises that he/she does not have the authority to resolve the grievance, the grievant may then appeal the grievance directly to Step II of the grievance procedure.

2. Formal Procedure:

Step I. If the grievance is not resolved within five (5) days of the informal claim it may be pursued further by submitting a completed Grievance Report Form, Step I (See Appendix), in duplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor and to the Association. Within five (5) days of receipt of the Grievance Report form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report form and returning a copy to the grievant, the Association and the Superintendent.

Step II. If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Grievance Report form, Step II (See Appendix) and submit the same to the Superintendent or his/her designee within five (5) days of receipt of the disposition of the grievance at Step I. Within five (5) school days of receipt of the grievance form, the Superintendent or his/her designee shall meet with the grievant. Within five (5) days of this meeting, the Superintendent or his/her designee shall write his disposition of the grievance by completing his portion of Step II, forwarding a copy to the grievant, the Association, and the immediate supervisor.

Step III. If the grievant is not satisfied with the disposition of the grievance by the Superintendent in Step II, the grievant may request a hearing before an arbitrator by completing the Grievance Report form, Step III. The grievant's request for arbitration shall be made within five (5) school days following the receipt of the disposition of the grievance from Step II. Within five (5) days following receipt of the grievant's request for arbitration by the Treasurer, the Board or its designated representative and the grievant or his/her designated representative shall mutually petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator shall be selected and notified in accordance with the voluntary rules of the American Arbitration Association. All other procedures relative to the hearing shall be

conducted in accordance with the rules and regulations of the American Arbitration Association.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association, provided the arbitrator shall retain jurisdiction over the grievance for ninety (90) days after the award has been ordered. The arbitrator will render a decision as soon as possible. Such decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to rescind, modify, or add to any term of this Agreement by such findings of fact, reasoning, and conclusions or by any award made thereupon; however, the arbitrator is authorized by the parties to consider the bargaining intent of the parties, custom and practice, and requirement(s) of law when the language relied upon is not clear. The decision of the arbitrator shall be binding on the parties.

The cost of the arbitrator shall be shared equally by the grievant and the Board.

- E.
1. Nothing contained in this procedure shall be construed as limiting the individual right of the member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
 2. Nothing in this Contract shall bind the Association from exercising its discretion in resolving to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice.

In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure, with concurrence of the Association, but shall be liable for any expense incurred in such proceeding(s).

3. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment or promotion process except as may be necessary to document the implementation of the arbitrator's award. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

All grievance documents which are retained after the conclusion of the grievance procedure shall be placed in a file designated "Galion School District/Galion Education Association - Teacher Grievance File." Such file shall not be a part of the grievant's personnel file. The Association

President or his/her designee shall have access to such file during regular hours of the central administration office.

ARTICLE IV

MEMBER PROTECTION

A. Non-Discrimination/Uniform Application

The Board shall not discriminate against any member of the bargaining unit with regard to any wages, hours, or other terms and conditions of employment when such discrimination would have as its basis race, color, creed, national origin, age, sex, religion, ancestry, marital status, handicap, political affiliation or activity, or Association activity.

All wages, hours, and other terms and conditions of employment will be applied uniformly to all members of the bargaining unit except as may otherwise be authorized by an express provision of this Contract.

B. Assault

The members shall immediately report, in writing, all cases of assault suffered by them in connection with their employment by filing duplicate copies with their building principal and the Superintendent. Assault leave will be granted in accordance with Article IX, part H.

C. Threats Against Members

1. Upon request, members may report, in writing, any threats of physical violence or of criminal or civil action against them arising out of, and in the course of, their employment by filing duplicate copies of such threats with the building principal and the Superintendent. Said written reports shall be handled in a confidential manner and shall not be released to any individual without the consent of the involved member(s) to the extent permitted by law. The Superintendent will review the matter and take such action as he/she deems appropriate. A plan of action may be initiated only after consultation with the involved member(s); however, the Board and the administration will cooperate and assist the involved member(s) should the member(s) decide to file suit relative to the involved incident, except as required by law.

Such cooperation shall not be construed to require any form of financial assistance.

2. Disciplinary action shall not be taken against a member solely on the basis of a signed written complaint by a parent or a student, unless allegations in complaint are verified by investigation by the administration.

D. Academic Freedom

1. Except as otherwise limited herein, members shall have the right to teach without interference, harassment, pressure or intimidation on matters they have a responsibility to present including material emanating from state approved and Board adopted graded course of study to their classes in such a way as to contribute to the overall intellectual growth and general development of each child. Members shall be given adequate encouragement so that, while following Board adopted course of study, subjects may be explored openly and adequately within the classroom; provided however, the member shall be held accountable for exercising good judgment in selecting for discussion those issues which he/she deems appropriate when consideration is given to the maturity of the students, their intellectual development, and the potential educational value to the students involved. The discussion and analysis of controversial issues shall be conducted within the framework of the fundamental values of the community as they are expressed in the educational philosophy and objectives of the Board. Further, nothing herein shall restrict the authority of the Board or administration from taking appropriate disciplinary action when in the good faith judgment of either, a member of the bargaining unit has exceeded the rights granted herein.
2. Within the preceding frame of reference, and as it pertains to the course to which a member is assigned and within the limits of the graded course of study, academic freedom in the schools is defined as:
 - a. The right to teach and learn about controversial issues which have economic, political, scientific, or social significance.
 - b. The right to select and use outside resource materials which are relevant to the levels of ability and maturity of the students and to the graded course of study.
 - c. The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas.
 - d. The right of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted by teachers in a normal classroom environment.

- e. The right of members to free expression of conscience on matters of public concern as private citizens with the correlative responsibility of a professional presentation of balanced views relating to controversial issues as they are studied in the classroom. The member's personal views will be clearly identified as opinion.
3. Guidelines for selection of controversial issues to be studied in the classroom are:
- a. The issue shall be suitable for students of the maturity and background represented in the class.
 - b. The issue shall be relevant to the graded course of study and help achieve course objectives.
 - c. The issue shall provide the student an opportunity to study controversial issues.
 - d. The issue shall provide the student competent instruction balancing the various and/or conflicting points of view in an atmosphere free from bias and prejudice.
 - e. The issue shall provide the students their right to form, identify and express their own opinions on controversial issues as long as a balanced presentation is made on conflicting positions.
 - f. The issue shall be free of emotional criticism and the inappropriate promotion of a cause within the classroom.
4. The evaluation of student performance is the primary responsibility of the staff member in accordance with policy as adopted by the Board of Education. No grade or test score assigned a student may be changed without just cause, without prior attempts to consult with the member, and without written notice to the member who assigned the grade or score.

E. Employment Related Injuries

- 1. Members in the bargaining unit who receive any injury in the course of, and arising out of, their employment are protected by the provisions of the Ohio Worker's Compensation law.
- 2. Members will be instructed in the proper way to lift students. No member of the bargaining unit shall be required to lift a student, if such lifting is likely to cause injury to said member, except in case of emergency or emergency drills.

F. Personnel Files

1. The Board shall maintain the official personnel file system, in accordance with Section 1347.01 et. seq., Ohio Revised Code, in the office of the Superintendent for all members of the bargaining unit.

Such file shall be maintained under the supervision of the Superintendent or his/her designee, who shall be responsible for developing necessary and reasonable rules regarding the access to the system, proper placement of material, and the security of the system.

2. The purpose of this system is to serve as the official repository of personal information and records that are necessary and relevant to the individual staff member's employment and professional responsibilities.
3. Access to the personnel file of an individual member of the bargaining unit will be limited to the bargaining unit member, the Superintendent, Central Office administrators, including the Treasurer, the Board members, the individual member's immediate principal or supervisor, Board's legal counsel, and clerical employees assigned responsibilities that involve the maintenance or upkeep of the system. If disclosure is made in accordance with law, the member will be informed within twenty-four (24) hours by email following said disclosure and advised of the information that was disclosed. The member's personnel file and documents contained within said file shall not be removed under any circumstances from the personnel file system or the office area where said file system is maintained without the expressed written consent of the Superintendent or his/her designee. Such removal under the aforementioned conditions shall be limited to forty-eight (48) hours. Placement of any documents, entrance to the file, and/or removal of the file of a member of the bargaining unit shall be logged with the log to include name, date, time, purpose of such entry, location when removal has been made, and the title and date of all placements into the file. Said log is to be a part of the permanent personnel file of the member and shall not be removed from the personnel file system, except as required by law.
4. Disclosure will be permitted to the representative of a member, where the representative presents a signed written authorization made by the member to inspect all personal information in the system of which he/she is the subject.
5. Except as otherwise provided in subsection 3 above, the member shall have access to his/her official personnel file upon request during the regular duty hours of the central administration office.

6. Upon request by the member, the Superintendent shall:
 - a. Grant the member the right to be accompanied by a person of his/her choice when examining personal information contained in the system;
 - b. Furnish the member with a copy of any information contained in the system. The first copy of any document shall be provided without cost. Second and subsequent copies shall be provided at a cost of five cents (5¢) per page.
7. The bargaining unit member shall be afforded an opportunity to place his/her signature and the date on any material prior to its placement in the system. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the system within fifteen (15) days of the date of the employee's signature. Said response shall be attached to and shall become a part of the document that is to be placed in the system. The response shall be included should dispersal of the original document be made. The member's refusal to sign any material shall not bar or prevent the filing of such material in the system. When material is to be placed in the system which may reasonably be considered unfavorable, the involved member shall receive written notice of the inclusion of such document. A copy of the document shall be provided the member. The member shall be given the opportunity to compare his/her copy with the original and shall sign and date such document, or attach a signed and dated response, or make a notation that he/she does not intend to sign said document within fifteen (15) days of receipt of the written notice.
8. If the member disputes the accuracy, relevance, timeliness, or completeness of information contained in the system, he/she may request the Superintendent to investigate the current status of the information once in any calendar year. Within a reasonable time, the Superintendent shall undertake such investigation and shall notify the member of the results of the investigation and the action, if any, the District plans to take with respect to the disputed information.
9. The Superintendent or his/her designee may require that clerical staff be physically present when a member of the bargaining unit is viewing his/her personnel file. The provisions of this section shall not delay or postpone the member's access to his/her file. It is further understood that documents contained in the file shall not be removed by the member or anyone acting for or on behalf of said member without the expressed written approval of the Superintendent or his/her designee. This shall in no way alter the member's right to obtain a copy/copies of any or all

documents that are contained in the member's file as otherwise authorized in Section "F" herein.

10. Upon request of the member, the Superintendent may remove materials from a member's personnel file.
11. The Superintendent shall delete any information that he/she cannot verify or that he/she finds to be inaccurate or not pertinent.
12. Should information concerning a member be contained in any file other than the shared file, i.e., principal's file, member evaluation file, etc., in any building or level of the District, such information shall be destroyed or transferred at the end of the school year to the member's personnel file.

G. Member Substitutions

1. In cases where the building principal assigns members, including specialists, to cover classes because the member normally on duty (including elementary special teachers) is absent, the member so assigned will be compensated up to a maximum of thirty-eight dollars (\$38.00) per day according to the schedule below:

30 minutes or less	\$15.00
31 - 40 minutes	\$17.00
41 - 60 minutes	\$19.00
Beyond 60 minutes	\$38.00

H. Student Discipline

1. In accordance with R.C. 3313.66(c), a member may remove a student from curricular or extra-curricular activities under his/her supervision if in the professional judgment of the member a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting, in a behavioral sense, the academic process taking place within the classroom.
2. Within twenty-four (24) hours following such removal, the member shall submit written reasons for such removal to the building principal. Such reasons shall be forwarded to the parents of the student and the member shall attend and participate in any subsequent disciplinary hearing(s).
3. If, following a member's removal of a student from his/her classroom for disciplinary reasons, the building principal determines not to take further disciplinary action, the member may discuss that decision with the principal.

4. If the Superintendent or the principal reinstates a pupil in a curricular or extra-curricular activity under the member's supervision prior to the hearing following a removal pursuant to Section 3313.66, the member shall, upon request, be given in writing the reasons for such reinstatement.
5. Upon the student's return to school from a suspension or expulsion or following a student's removal from a classroom or activity, the member may request that the involved student be assigned to another classroom. If the building principal disagrees, the member may discuss that decision with the principal, where the principal will explain his/her reasons for the decision.
6. Decisions and reasons regarding student discipline, including expulsions and removals, made by a building principal, the Superintendent and the Board are not subject to the grievance procedure. Procedural elements of this provision are subject to the grievance procedure.

I. Reduction in Force

1. When by reason of decreased enrollment of pupils, return to duty of regular members after leaves of absence, by reason of suspension of schools or territorial changes affecting the District, inadequate financing or discontinuance of instructional program(s), or for identified financial reasons, a reasonable reduction of bargaining unit staff may be made. Such reduction shall be made by suspending staff member's(s') contract(s), by the Board, in accordance with the provisions of this section and ORC 3319.17.
2. The procedures for reduction are as follows:
 - a. Except by reason of return from a leave of absence, implementation of a RIF program shall be effective as of the start of the ensuing school year.
 - b. Upon written request of the Association President, a meeting(s) shall be held between the representatives of the Association and representatives of the Board to review data upon which the Board relies to implement such a RIF program.
 - c. Procedures for determining seniority list(s):
 - 1) A seniority list(s) shall be prepared of all staff members according to continuous service in the District within each and every area(s) of certification/licensure.

This list(s) shall be maintained and updated on an annual basis prior to January 15. All approved "leave of absence" will be applied toward continuous service for seniority purposes, but such time while on said leave shall not count as service in the District.

The list(s) shall include the following information:

- a) Date of initial employment (continuous service in the district);
- b) Date of application for employment;
- c) Areas of certification/licensure on file with the Board as of October 1;
- d) Current teaching area(s).

At least one (1) copy of the seniority list shall be available in each building for inspection by members no later than January 15 of each year. Inaccuracies must be reported in writing to the Superintendent and/or Board Treasurer by February 1. A finalized list shall be prepared by February 15 each year. The Association President shall receive two (2) copies of the seniority list(s) by February 15 of each year. No right or privilege shall be asserted by any member of the bargaining unit by reason of inaccuracies not reported in writing by February 1.

- d. Transfer of member(s) during a RIF program shall not be implemented until the Association President has been properly notified.
- e. A formalized list shall be prepared indicating the anticipated number of positions to be eliminated within each area of certification/licensure. This list will be shared with the Association President on or before May 1 of the year of implementation.
- f. Contracts that are to be suspended as the result of a reduction in force will be accomplished by applying the following steps:
 - 1) Any reduction in force shall be covered to the extent possible through normal attrition (leave of absence, resignation, retirement, etc.).

2) If suspension of contract(s) by the Board is/are necessary to accommodate the returning staff member(s) or position reduction, the positions to be eliminated, as established in 2. f. will be applied as follows:

3) Effect of Seniority and Certification/Licensure

With respect to OTES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein, but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

4) For the transition period ending June 30, 2016, all evaluations above "ineffective" on the teacher performance standards of the evaluation shall be deemed comparable. Full implementation of OTES using student growth data (S.G.D.) may occur once three consecutive years of S.G.D. is available. As of August 15, 2016 and thereafter, unless otherwise negotiated by the parties, comparability will be determined in accordance with the effectiveness rating categories as defined by O.R.C. 3319.112 for OTES teachers.

5) When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:

a) Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

i. Comparable evaluations as defined in accordance with provisions of this agreement.

ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the

affected teaching field the first to be suspended.

- b) Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - i. Comparable evaluations as defined in accordance with provisions of this agreement.
 - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

- c) For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers).
 - i. Certification and system-wide seniority shall be the exclusive criteria of any layoff.
 - ii. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:
 - (a) The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.
 - (b) The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.
 - iii. Displacement: Any OTES teacher rated above "ineffective" who is subject to contract suspension by virtue of a reduction in force may displace another (less senior) member in an area of the suspended teacher's certification/licensure as follows:

- (a) Displacement must be of the least senior teacher with a lower effectiveness rating, when available; then
- (b) Displacement of the least senior teacher in the same effectiveness rating category, if available.

3. Procedure for Recall

- a. All unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified/licensed to teach. Teachers shall remain on the recall list for two (2) years, unless tenured, in which case length of time on the list is unlimited.
- b. As positions become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall. Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recall.
- c. A unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
- d. The seniority of a recalled unit member shall be calculated as if service were not interrupted.
- e. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within ten (10) days from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit member

shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.

- f. No teachers new to the District shall be employed until all properly certified/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.
- g. Transfers of unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certified/licensed unit members on the recall list.
- h. Unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.
- i. Laid off unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.
- j. No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.
- k. A staff member(s) whose contract(s) is suspended by the Board as a result of a RIF program shall be given written notification by registered mail or hand delivery by May 1 or within ten (10) days from the date such suspension is ordered by the Board, whichever is earlier. This notification shall indicate the date that the Board acted to suspend the teacher's contract, and the effective date of such suspension.
- l. Written notice mailed to the member's payroll address constitutes notice for the purpose of subsection (k) above.
- m. No staff members new to the District will be employed until all properly certificated/licensed staff members on the recall list have been offered a contract for the position in accordance with the provisions of the policy.

- n. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored.
 - o. Limited contract members shall retain the rights as granted in this subsection for a period of two (2) years. Recall rights for continuing contract teachers do not expire.
4. Nothing herein shall abridge the right of the Board to non-renew the limited contract of a member for any otherwise lawful purpose.

J. Observation/Evaluation – OTES Teachers

1. Definitions

- a. "Teacher" – means licensed instructors who spend at least 50% of his/her time providing content-related student instruction and who is working under one of the following:
 - 1. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
 - 2. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
 - 3. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
 - 4. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under OTES. Full-time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures set forth below for non-OTES members.

Beginning the 2014-2015 school year, the Board may elect not to evaluate a teacher who was on leave from the District for 50% or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

- b. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

- c. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- d. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.
- e. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth.
- f. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating "ineffective" to "4" indicating "accomplished."
- g. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.
- h. Poorly Performing Teacher: The focus of the Ohio Teacher Evaluation System is to provide a mechanism for facilitating professionalism and enhancing instruction. Teachers experiencing difficulties or demonstrating deficiencies will be provided with meaningful feedback and assistance as set forth herein and through the OTES process. As such, the parties agree that the determination as to whether a teacher is deemed as a poorly performing teacher will only be made in accordance with law and the express language of this collective bargaining agreement.

- i. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures are combined with the performance ratings resulting from teacher evaluations that are conducted to assign an evaluation rating.
- j. **Evaluation Instrument:** The process and forms used by the teacher's evaluator. The form is located in Appendix N to this agreement.
- k. **Student Learning Objective (SLO):** A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- l. **Ohio Teacher and Principal Evaluation Systems (eTPES):** The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.
- m. **Teacher-Student Data Linkage (TSDL)** – refers to the process of connecting the teacher(s) of record to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

2. Purpose

- a. The purposes of teacher evaluation are:
 - 1) To serve as a tool to advance the professional development of teachers.
 - 2) To give guidance in instructional planning.
 - 3) To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
 - 4) To be used for retention and promotion decisions and for the removal of poorly performing teachers provided however that seniority shall not be a basis to retain or recall a teacher except when making decisions between teachers that have comparable evaluations.

3. Evaluators

- a. An evaluator must be a full-time, credentialed contracted administrator either employed by the District or who is assigned fulltime to the District by an educational service center and who:
 - 1) Meets the eligibility requirements under ORC Section 3319.111(D); and
 - 2) Holds a credential established by the Ohio Department of Education for teacher evaluation; and
 - 3) Has completed state-sponsored evaluation training and has passed a corresponding online credentialing assessment.
- b. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, Union membership or Union activism.

4. Evaluation Committee

- a. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of reviewing and recommending changes to the evaluation policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.
- b. Committee Composition
 - 1) The committee shall be comprised by an equal number of Association and Board representatives not to exceed a total of five (5) from each side. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
 - 2) Committee members shall serve staggered terms of not more than two (2) years; no Association member shall serve consecutive terms.
 - 3) Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) within the District.

c. Committee Operation

- 1) The Committee shall be chaired jointly by a Committee member from the Association and a Committee member from the Board.
- 2) Members of the Committee will receive training in all aspects of TEACHER EVALUATION, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
- 3) The Committee will establish by mutual agreement a meeting calendar, tasks for the Committee to complete, and timelines for the completion of specific tasks. Included with the calendar will be a recommendation to the Superintendent of time needed for substitute release time or the contractual hourly rate.
 - (a) One task of the Committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as maternity/paternity leave, long-term illness, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The Committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.
- 4) Committee agendas will be developed jointly by the co-chairpersons of the Committee.
- 5) All decisions of the Committee will be achieved by consensus.
- 6) At the initial Committee meeting, the Committee will develop the ground rules by which the Committee will operate. These ground rules will be read aloud at the commencement of every meeting and will be reviewed annually unless waived by consensus. Consensus shall be defined by the Committee.
- 7) At each meeting, the Committee will select an individual to act as the official recording scribe for that meeting.

- 8) Minutes of meetings will be distributed to Committee members, Association President and Superintendent within seven (7) days following meetings of the Committee.
- 9) The Committee may establish sub-committees to assist with their work.
- 10) Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
- 11) The Committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board with advanced approval by the Superintendent.

d. Compensation

- 1) Any Committee work performed outside of the contractual work day will be paid at the agreed upon contractual rate (See Article X G).

e. Committee Authority

- 1) The Committee is responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument, for teacher evaluation.
- 2) The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- 3) The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
- 4) Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to conform to the terms of this agreement.

- 5) If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the Committee. If the discussion results in a recommendation by the Committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association, to the extent that any proposed changes affect terms and conditions of employment, including working conditions, as defined by state law.
- 6) In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

5. Orientation

- a. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator. A teacher will be notified in writing of any change in his/her evaluator within two (2) weeks of the change.
- b. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

6. Training

- a. Training on the teacher evaluation procedure will be provided, at Board expense, for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.
- b. Joint Evaluation Instrument Training
 - 1) The Board shall provide joint training for administrators and teachers that ensures awareness of and an understanding of all processes, forms and tools used in the evaluation procedure by September 15th.

c. Teachers

- 1) Each teacher shall be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure.
- 2) Written instructions will be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and how the evaluation instrument will be utilized.
- 3) Written instructions and group evaluation instrument training shall be presented to the teachers not later than September 15, or in the case of a new teacher, not later than thirty (30) days after initial employment with the District.
- 4) Nothing herein shall remove the primary responsibility of teachers to familiarize themselves with the Ohio Teacher Evaluation System.

7. Schedule for Evaluation

- a. All teachers evaluated based on these procedures shall not have additional evaluations outside these guidelines.
- b. The evaluation shall be completed not later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
- c. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.
- d. Continuing contract teachers who receive a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher as determined by ODE criteria. However, at least one formal observation, which includes a pre-observation conference with the teacher (see 9. b. 1., infra), must be held each year.

- e. Continuing contract teachers who receive a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher as determined by ODE criteria. However, at least one formal observation, which includes a pre-observation conference with the teacher (see 9. b. 1., infra), must be held each year.

8. Criteria for Teacher Evaluation

- a. A teacher's performance shall be assessed based on the Ohio Standards for the Teaching Profession and the criteria set forth in the evaluation instrument, Appendix N to this agreement.
- b. No teacher shall be evaluated on his or her classroom/instructional work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.
- c. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- d. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's teacher evaluation. All results and conclusions of teacher evaluations must be documented and supported by evidence.
- e. Evaluation data may be collected through the use of electronic devices as approved by the Teacher Evaluation Committee. No video or audio recording shall be made or used at any time during the observation/evaluations process.
- f. The OTES Self-Assessment Form may be utilized by teachers as a resource but it is not required, nor is the completion of such Form or its contents to be used in determining evaluation outcomes.

9. Observations

a. Schedule of Observations

- 1) A minimum of two (2) formal observations shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations. If after the second formal observation, a teacher's performance is

found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

b. Observation Conference

- 1) All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. A pre-observation conference may be waived by the teacher.
- 2) A post-observation conference shall be held within ten (10) days after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan and the criteria and standards identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric. At the post-observation conference, teachers may provide additional evidence to the evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.
- 3) A teacher may request a formal observation at any time in addition to those required by this procedure.

10. Walkthroughs

- a. A walkthrough is an informal observation that focuses on not more than two (2) of the following components:
 - 1) Evidence of planning;
 - 2) Lesson delivery;
 - 3) Differentiation;
 - 4) Resources;
 - 5) Classroom environment;

- 6) Student engagement; and,
 - 7) Assessment.
 - b. The walkthrough shall not exceed fifteen (15) consecutive minutes in duration.
 - c. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.
 - d. Feedback from walkthroughs shall be provided electronically on the next teacher work day following the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.
- 11. Remediation of Deficiencies Identified During Observations – Improvement Pathways
 - a. Formal observations resulting in the identification of performance deficiencies shall be addressed during the post-observation conference. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.
 - b. The evaluator involved shall make written recommendations for the purpose of remediation of identified deficiencies.
 - c. The evaluator and teacher shall mutually develop a written improvement pathway for remediation of identified deficiencies which will be provided to the teacher.
 - d. The improvement pathway, as outlined in this section, could include:
 - 1) Performance issues documented as deficient;
 - 2) Specific performance rubric expectations;
 - 3) Access to District resources and assistance to be provided to support professional development of the teacher;
 - 4) Sufficient, specific timelines, as to allow for the remediation of identified deficiencies.

- e. If an improvement pathway is developed, those identified deficiencies shall be reevaluated as part of the teacher evaluation process for the remainder of the school year and thereafter as appropriate.
 - f. As needed, improvement pathways may be continued into the following school year.
 - g. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented non-instructional deficiencies not noted during the formal observations or walkthroughs will be communicated to the teacher through the standard employees discipline process.
12. Student Growth Measures (SGM)/Student Learning Objectives (SLO)
- a. When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board, and all affected staff shall be trained on utilization and other considerations by September 30th or within thirty (30) days for a newly hired teacher.
 - b. When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 20th.
 - 1) The BLT shall review all submitted SLOs by October 5.
 - 2) Any SLO that is rejected by the BLT shall be returned to the teacher/group with specific designation of deficiencies by October 15th with ten (10) days for the resubmittal of the corrected SLO.
 - c. Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.
 - d. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the BLT review the results for the sole purpose of verifying accuracy.
 - e. Co-teaching arrangements (e.g., Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).
 - f. The District shall provide ongoing support and training in the development, utilization and scoring of SGMs.

- g. Teachers shall submit all SMG results to his or her evaluator by April 15th.
- h. A student who has forty-five (45) or more excused or unexcused absences for the school year will not be included in the determination of student academic growth. The District will not use any student evidencing more than forty-five days of excused and/or unexcused absences from the instructional classroom period for the purpose of a teacher's data in vendor or SLO calculations within OTES.

13. Finalization of Evaluation

a. Written Report

- 1) Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

b. Completion of Evaluation Cycle

- 1) The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.

c. Data Reporting

- 1) The Board will continue to utilize the eTPES system in the teacher evaluation process under Option 1 of the Ohio Department of Education's reporting system unless or until such time as either the legislature or a court of competent jurisdiction has altered the position of eTPES not responding to public records requests of information stored by that system.

- 2) In such eventuality, the Board agrees to immediately move to report "Only the Final Summative Rating of Teacher Effectiveness" to eTPES under Option 3.
 - 3) In addition, the parties agree to meet annually to review the status of the public records position of eTPES, vis-à-vis the viability of its continuing to prevent access to teacher records other than at the local level.
- c. Response to Evaluation
- 1) The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.
 - 2) A copy of the evaluation, signed by both parties, shall be provided to the teacher.
14. Professional Development – Professional Growth and Improvement Plans
- a. There will be three categories of Growth or Improvement plans:
- 1) Teachers rated accomplished or who have above expected student growth will develop their growth plan independently and submit their plan to their credentialed evaluator. Professional growth and improvement plans for a school year shall be developed not later than September 30 of that school year. The professional growth plan shall include the following components:
 - a) Identification of area(s) for future professional growth;
 - b) Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice including a review of Board-approved and funded options, if applicable.
 - c) Outcomes that will enable the teacher to increase student learning and achievement.
 - 2) Teachers who meet expected levels of student growth or attain a rating of skilled or developing must develop a professional growth plan collaboratively with their credentialed evaluator for the evaluation cycle. Professional growth and improvement plans for a school year shall be developed not later than September 30 of that school year.

The professional growth plan shall include the following components:

- a) Identification of area(s) for future professional growth;
 - b) Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice, including a review of Board-approved and funded options, if applicable; and
 - c) Outcomes that will enable the teacher to increase student learning and achievement.
 - d) A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.
- 3) Teachers who meet Below-Expected levels of student growth and are rated Ineffective on the Teacher Performance component must comply with an improvement plan developed with their credentialed evaluator or an evaluator assigned by the Superintendent/designee from the District's Board-approved list. Improvement plans for the next school year shall be developed not later than June 1st of each school year. The improvement plan shall include the following components:
- a) An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
 - b) A desired measurable level of performance that is expected to improve and a specific, sufficient time period to correct deficiencies;
 - c) A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;
 - d) A description of educational supports and/or opportunities for professional development, including a review of Board-approved and funded options, if applicable, needed to improve the identified area(s).

- e) A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.

15. Due Process

- a. Teachers who disagree with the level of student growth may request a review by the evaluation committee.
- b. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- c. Any violation of either procedural or substantive due process shall be addressed through the grievance procedure.

16. Personnel Action Requirements

Until July 1, 2016, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.

17. Non-OTES Members

Bargaining unit members who spend less than fifty percent (50%) of their time in teaching students shall follow the evaluation system established in the 2012-2013 agreement.

K. Supplemental Contracts

Upon the recommendation of the Superintendent, the Board may issue a supplemental written contract pursuant to Section 3319.08 of the Revised Code. Such supplemental contract shall be for such duration as set forth in said supplemental written contract; no member of the bargaining unit shall be entitled to any notice of non-reemployment, written statement of circumstances that led to the Board's action not to reemploy, right to a hearing before the Board on the matter of such non-reemployment or shall be subject to any evaluation or other procedure as may be required by Sections 3319.11 and 3319.111 of the Revised Code or to any similar requirements as may be set forth in this Agreement. A member's performance in a supplemental position shall not have an adverse effect on the member's job performance under a regular limited contract.

L. Orthopedically Handicapped Unit(s) and Other Special Needs Students

- 1. All members of the bargaining unit who may be required to assume responsibility for orthopedically handicapped students shall be provided

with in-service training with regard to the special needs and movement of the orthopedically handicapped.

2. Should it be necessary for such student to be moved from one building level to another, such movement shall be performed by an individual other than the member. Arrangements shall be made for the necessary help that would be necessary to assist the member in moving from the building or to a safe location within the building in emergency situations.
3. Upon the request of either the orthopedic teacher or other member(s), lifting equipment will be provided and/or the assistance of another individual who would move the student in classroom, from classroom to classroom, and to a safe location in emergency situations.
4. No bargaining unit member shall provide or conduct necessary medical procedures. No bargaining unit member, except those involved in the pre-school program, shall be required to perform custodial care services.

ARTICLE V

TEACHING CONDITIONS

A. Preparation Time

1. Definition

- a. Elementary preparation time is that time members are free from student responsibility during the teacher day while their classes are being conducted by special teachers in music, art, physical education, and/or other Board designated programs.
- b. High school and middle school preparation time shall be regularly scheduled blocks of time free from student responsibility; preparation periods shall be equal in length to instructional periods of multiples thereof.

2. Time Requirements

- a. Elementary teachers, including specialists, remedial reading, and special education teachers, shall have daily preparation time equal to the number of minutes of instruction in music, art, physical education or other program(s) conducted by a specialist as required in state minimum standards or approved by the Board. Such preparation time shall be no less than 200 minutes per week and in blocks of at least 40 minutes each unless altered by calamity days

or other temporary scheduling changes. A member's responsibility for student supervision shall be completed at the end of the student day.

High school and middle school shall have at least one (1) period per day of preparation time unless altered by calamity days or other temporary scheduling changes

B. School Calendar

1. A joint committee composed of four (4) members from GEA and two (2) members from OAPSE appointed by their respective Presidents and two (2) administrators will meet to develop two (2) draft calendars for the subsequent school year. Draft calendars will be prepared by December 15 to allow vote by both memberships and administration by secret ballot. All votes will be counted by the calendar committee. The calendar with the majority vote will be recommended to the Board of Education.
2. The Board shall then proceed to adopt a calendar for the succeeding school year.
3. Nothing herein shall constitute a waiver of any right the Association may have to contend at any subsequent proceeding that the establishment of such calendar or any amendment or modification thereof is a mandatory subject of bargaining.

C. Length of School Year

The member contract year shall consist of no more than one hundred eighty-three (183) days of which one hundred eighty (180) will be classroom instruction days as defined by the Ohio Revised Code. Non-instructional days shall be used as follows: one (1) day shall be used for orientation and shall be scheduled immediately before the start of the student school year and one-half (1/2) day shall be scheduled immediately after the close of the school year. The remaining day (1) and one-half (1/2) for district in-service will be identified annually by the calendar committee.

Members who are new employees of the Board will work one hundred eighty-three and one-half (183 1/2) days with one-half (1/2) day for District new member orientation and shall be without additional compensation. No in-service will start later than 8:30 a.m.

D. Length of School Day

The primary, intermediate, middle and high school teacher day shall not exceed seven and one-half (7 ½) hours inclusive of lunch.

The high school and middle school day will start no earlier than 7:15 a.m. and no later than 7:45 a.m. The primary and intermediate day will start no earlier than 8:00 a.m. and no later than 8:30 a.m. The length of periods at the high school and middle school will be no less than forty (40) minutes and no more than sixty (60) minutes.

Once established, the schedule will not be changed until the following school year.

The Board may offer a voluntary alternative schedule for flexible programming. This would be a member's primary assignment with no difference in pay (current salary schedule). These positions would be filled only by teachers who elect to accept the positions. No member will be involuntarily transferred to a position that is on an alternative schedule. Any and all full time positions in the alternative schedule program will be bargaining unit positions.

E. Class Size/Member Workload

1. When in grades K through 5, the member's workload in a regular elementary class exceeds twenty-seven (27) during any part of the day, an educational assistant shall be assigned to such class for one-half (1/2) of the student day. In departmentalized settings, the educational assistant will follow the students with the class that exceeds 27 during the assigned half day. Members may submit a written statement to their principal indicating that they do not want the educational assistant. If such a statement is submitted, the educational assistant will not be assigned. If the enrollment falls below twenty-eight (28), the educational assistant may be removed. When two or more classes at any one elementary level in the same building reach a size of twenty-eight (28) students, additional students entering that level will be assigned to classrooms in an equitable manner so that class size will not vary by more than one (1) student, unless mutually agreed to by the building principal and the involved member(s). Both the Board and the Association agree that the goal for grades K-2 should be twenty (20) or less; in grades 3-4, twenty-two (22) or less; and in grades 5-6, twenty-five (25) or less.
2. When a member's workload at the middle and/or senior high school level in the areas of reading, English, mathematics, social studies, science, or foreign language, art, physical education, health, music, and industrial arts exceeds one hundred seventy (170) students per day, an educational assistant shall be assigned for one half (1/2) of the student day. Members may submit a written statement to the principal indicating that they do not want the educational assistant. If such a statement is submitted, the educational assistant will not be assigned. If the member's workload falls below one hundred seventy one (171), the educational assistant may be

removed. Both the Board and the Association agree that a conscientious effort will be made to equalize the number of students in each section of the same classes and the number of students in each teacher's classes consistent with the need to meet all students' academic requirements.

3. Any bargaining unit member assigned to travel off campus to teach shall be entitled to travel time from the end of the last assignment in one building until the beginning of the assignment in the next building. The maximum travel time allowed for off campus travel shall be thirty (30) minutes of travel time per trip. Travel time on campus shall be no less than twenty (20) minutes.
4. Mainstreamed special education students shall be counted when determining the aforementioned numbers.
5. The Board shall ensure that no class size exceeds the maximum established by state or federal law; that no class size exceeds the number of desks or work stations necessary for each student; and that no class size shall exceed the physical facilities or equipment necessary to provide adequate instruction.
6. When the number of students served by a special education teacher exceeds the number of students permitted to be served without issuance of a waiver (as established in the Rules for the Education of Handicapped Children), an educational assistant shall be assigned for one-half (1/2) of the student day. Members may submit a written statement to the principal indicating that they do not want the educational assistant. If such a statement is submitted, the educational assistant will not be assigned. If the class size falls below the stated limits, the educational assistant may be removed.
7. Elementary specialists (art, music, and physical education teachers) shall work collaboratively with elementary department chairs, principals, and the Assistant Superintendent to develop special schedules for each school year. Staff and administration will have input into the development of the schedule. The district goal will be to have the schedule completed by the end of the preceding school year.
8. The balancing of special education students in the elementary buildings will be done at the building level with input from the staff and administration.

F. Split Classes

The Board of Education and the Association agree to no split classes in K-8 with the exception of special education classes.

G. Instructional Materials and Supplies

1. Building principals will receive from each departmental chairperson in their buildings a summary of the next year's supply needs, not later than March 1. The summary will be based upon a survey of supply needs from each teacher within their departments. Following funding of supply accounts, the building principal will meet with his/her departmental chair people regarding the assignment of supply priorities within the building. Except as otherwise provided in subsection (3) below, at any time funds are made available for the member use, the members shall be given at least thirty (30) days to determine needs and complete requisitions.
2. A reasonable supply of the normally used teacher supplies shall be made available in each building to begin the year and shall be made available to members upon reasonable request. These supplies shall be replenished upon the request of the building provided funds remain in the supply account.
3. Members are urged to requisition supplies, ahead of time, through the building principal under normal circumstances. However, the Treasurer shall establish an account, in each school, with specific guidelines for expenditures involving immediate need and for supplies that cost a small amount. Except in cases of urgent necessity, no such supplies will be requisitioned for the remainder of the school year after April 1.

H. Building Meetings

All building meetings involving members shall be considered as part of the regular duties of members. Members shall not be required to attend more than two (2) staff level meetings per month, except in emergency situations. Meetings held after school shall commence as soon as possible after the dismissal of students and shall not exceed forty-five (45) minutes beyond the normal teacher school day. Morning meetings shall not exceed forty-five (45) minutes in duration unless the meeting is held on a "late-start day" and the meeting extends into what would normally be student class time.

I. Teaching Facilities and Instructional Equipment

Teachers shall have direct access to all facilities, materials, supplies, and instructional equipment housed within their school system building that are essential and necessary for the performance of their teaching responsibilities in accordance with reasonable guidelines to be established by the principal and any necessary accounting procedures. Building principals and Central Office administrators will determine how many keys and/or access codes will be available to bargaining unit members.

J. Lunch Period for Teachers

All members shall be entitled to a scheduled uninterrupted, duty-free lunch period of at least thirty (30) minutes. Except in emergency situations, including extreme student unrest, power outage, or other extreme circumstances that would or might require maximum student supervision, such members shall be permitted to leave the building during this period of time.

K. Parent Complaint Procedure

1. Attempts to resolve parent complaints regarding a staff member normally should be resolved by contact between the staff member and parent. If the parent first contacts the principal, he/she shall attempt to schedule a conference involving the member and the parent.
2. When complaints are received by other administrators or at the Board level, the recipient of the complaint shall urge that the parent first contact the member to attempt to resolve the problem at that level.
3. A copy of any material relating to a parent complaint which is placed in the personnel file shall be provided to the member, who shall acknowledge receipt of the material by signing a copy of the complaint. The member shall have the right to respond with a signed, written report which also shall be placed in the personnel file if submitted within fifteen (15) business days of the member's receipt of the complaint.
4. When a parent complaint is placed in the file, the member shall have the right to submit a written response to be placed with the complaint in the file if submitted within fifteen (15) business days of the member's receipt of the complaint.
5. This section in no way nullifies the rights guaranteed to members under Article IV, Section F of this Master Agreement.
6. Notification shall be given to the member when any parent complaint/communication, which requires mediation or solution directly affecting the classroom situation, has been received.
7. No member of the bargaining unit shall take any reprisal against any child of a person who has made a complaint against a teacher by reason of such complaint. Reprisal is a proven, deliberate action taken against the student by the teacher with the intent of retaliation against the parent.

L. Parent/Teacher Conferences

1. The fall conferences for K-12 will consist of two (2) non-consecutive days and shall occur in the evenings. One of the days during the fall conference will be a student early-release day. The spring conference for grades K-12 will consist of one (1) day and occur in the evening as well. The teachers will receive one (1) comp day for working the fall conferences. The comp day will occur on the Wednesday prior to Thanksgiving Day. The teachers will receive one-half (1/2) day comp time for working the spring conference date. Members of the bargaining unit shall strive to schedule each parent of each child for a parent/teacher conference within the regularly designated conference days and times. However, conferences may be scheduled on other days (due to parent or member availability) and members have the latitude to restructure the amount of time spent at school during the designated conference days to reflect these changes. The teacher day shall not exceed the regular teacher day without the consent of the member(s) involved. The building principal shall have the right of approval of any deviation from the regular conference schedule. Designated conference days will be given first priority when scheduling conferences.

Members will not be charged leave time that is requested on Parent/Teacher Conference Day if the time/conferences are scheduled during hours outside the regular work day within two (2) weeks of the scheduled work day.

M. Placement of Special Education Students in Regular Classrooms

1. The regular classroom member shall be given the opportunity to consult with the building principal, parent, and special education teacher at the commencement of the placement of a special education student in a regular classroom.
2. If the regular classroom member feels that the special education student is disrupting the educational atmosphere of the regular classroom, the member should so advise the principal, who will give the member the opportunity to meet with the special education teacher, parent, and the principal to discuss the problem.
3. The equitable distribution of special education students among regular classrooms and the expected ability of such students to achieve academically in such classrooms are among the factors for consideration when such placements are made.
4. Compliance with paragraphs 1, 2, and 3 above regarding placement of special education students in regular classrooms is subject to the

grievance procedure contained herein. However, disputes regarding the placement of special education students involving factors other than those stated above may be resolved only through the state and federal statutory due process procedures found in the IDEA, as amended.

ARTICLE VI

PROFESSIONAL ENRICHMENT

A. Professional Development

The Board and the Association take seriously the need for professional development enrichment programs. With this in mind, building, departmental, and/or district professional development needs shall be planned jointly by the Board and/or administration and the Association. All participants shall have the opportunity to evaluate the merits of the programs. The results shall be used in future professional development planning. Said programs may include options such as visitations, planned seminars, workshops, authorized continuing education programs, etc.

B. Orientation of New Staff

The names of all new staff members and their buildings, grade, and where applicable, subject assignments, shall be available to the Association and may be obtained from the Board offices. The administration will appoint a faculty advisor whose professional motivation makes him or her best suited to lead in the orientation of new staff to each new staff member. The advisor will be preferably of the same building, grade and subject assignment as the new staff member.

C. Curriculum Development/Professional Development Planning

1. A District Curriculum/In-service Advisory Committee shall be composed of two (2) building principals, one (1) central office administrator who shall act as chairperson, the District Technology coordinator, the MOESC Curriculum Consultant/designee, four (4) elementary members (two [2] from each building), two (2) middle school members, and two (2) high school members. One (1) member shall come from the Galion Local Professional Development Committee (GLPDC) and shall be chosen by the GLPDC from amongst its' members. The Superintendent shall appoint the administrators to the Committee. The members shall be appointed to the Committee by the Association President. Each side shall establish alternate members (not to exceed three alternate members).

2. The function of the Committee shall be as follows:
 - (a) To review and make recommendations for implementation of the curriculum.
 - (b) To preview instructional materials, textbooks, and technology.
3. The District Curriculum Committee may, as a part of its function recommend summer and/or school year curriculum programs. Prior to implementation of recommended programs, a recommendation of compensation, including alternative compensation such as graduate credit, shall be made to the Superintendent.
4. Where summer school programs are to take place, vacancy notices shall be posted in accordance with Article VIII, Section D of this agreement. Where summer curriculum programs are to take place, vacancy notices shall be posted by April 15, applications taken until May 1, and participants notified by May 15.
5. All decisions of this committee shall be made using the consensus-based decision making process, i.e., the principles of the Federal Mediation and Conciliation Services (FMCS). Professional development recommendations of this committee's work will not be subject to approval from another body.
6. Copies of all Curriculum recommendations shall be forwarded to the Superintendent and Association President. The Superintendent and Association President shall review such recommendations and either submit them to the Board for its consideration or return them to the Committee for modification or further study. Any concerns on the part of either person shall be brought to the attention of the Committee within ten (10) days of receipt of such recommendations.

D. Labor-Management Committee

1. The Board and the Association hereby establish a Labor-Management Committee, the purpose of which is to address issues and interest which develop during the course of the day to day operations of the school district. The adjustment of grievances shall not be a topic for discussion. This cabinet shall meet on a minimum of a monthly basis. Meetings dates will be agreed to in September for the entire school year, but may be altered by mutual consent.
2. A Labor-Management Committee shall consist of the Association President and six (6) representatives chosen by the Association President,

two (2) Board members appointed by the Board of Education, and three (3) administrators appointed by the Superintendent.

3. Before an issue may be presented to the Labor-Management Committee, it shall first be presented to GEA leadership, the building principal or immediate supervisor. If the issue remains unresolved, it can then be brought before the Committee.

Training will be provided at the Board's expense and on an as-needed basis as determined by the members of the Labor-Management Committee.

4. Memoranda of Understanding developed by the cabinet and which interpret the contract are subject to approval by the Board of Education and the Executive Committee of Association. Any proposed amendments, additions, or deletions to the contract are subject to ratification by the Board of Education and the membership of the Association, not to exceed seven (7) GEA members total; the Superintendent, Treasurer.
5. The Labor Management Committee shall assume the duties of the former Health and Safety Committee. Joint LMC/Insurance Committee training will be scheduled within two (2) months of ratification by both parties, to be provided by FMCS.

E. Resident Educator

1. Each teacher hired new to the Galion City School System, who is required to complete a Mentor/Resident Educator program, will have a mentor appointed for him/her by the Superintendent after consultation with the Resident Educator Program Coordinator (REPC). The mentor will be a teacher of no less than five (5) years' experience and will have completed the necessary training provided by the state of Ohio.
2. The mentor will work with the Resident Educator, the REPC, and other appropriate officials in assisting the Resident Educator in his/her initial years of employment in accordance with the program developed by the state department of education.
3. Resident Educator Mentors will be compensated through a stipend of \$600 per Resident Educator Mentee assigned to them. In addition, the REPC will be compensated, in addition to any amount for mentoring a Resident Educator, in a stipend in the amount of \$600.
4. The assigned mentor shall collaborate with the building principal and other staff members, as appropriate, to assist the Resident Educator

in the successful completion of his/her responsibilities. The mentor shall not be involved in the formal teacher evaluation process.

5. The responsibilities of the mentor shall include, but not be limited to, the following:
 - a. Participation in mentorship training.
 - b. Accessibility to the Resident Educator on a daily basis with occasional classroom observation, meet weekly the first year and three hours a month for the remaining three (3) years.
 - c. Keeping a log of all dates and times of classroom visits and consultations, submitting the same to the Superintendent upon request and at the conclusion of the school year.
6. The REPC will coordinate the activities of the mentors under the guidance and direction of the District Central office and will communicate any concerns regarding the Resident Educator Program to the appropriate administrator.
7. General Provisions
 - a. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
 - b. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
 - c. Neither the REPC nor any Mentor Teacher shall participate in the District's evaluation of any Resident Educator.
 - d. Neither the REPC nor any Mentor teacher shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
 - e. Neither the REPC nor any Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator or REPC/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher or the REPC shall constitute grounds for immediate removal from his/her role as Mentor Teacher or REPC.

- f. The REPC and all Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- g. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.

F. Local Professional Development Committee

1. Purpose

An "LPDC" shall be established for the purpose of determining whether the coursework taken by any teacher meets the requirements of the State Board of Education standards for license renewal. The LPDC will oversee and review professional development plans for coursework, continuing education units, and/or other equivalent activities.

2. Term of Office

The terms of office shall be from July 1st through June 30th of each school year and shall be staggered as follows:

Two (2) teachers and
one (1) principal = two-year terms

One (1) teacher and
Superintendent or designee = two-year terms

3. Committee Composition

The Committee shall consist of five (5) members, except when an administrator's coursework plan is being reviewed and voted upon, the Committee shall consist of a majority of teachers. The three (3) teacher members shall be appointed by the Association President. The Superintendent shall appoint the administrative members. When an administrator's coursework plan is being reviewed and voted upon, the Committee shall consist of a majority of administrative members, whereby two (2) teacher members will drop off the Committee for purposes of reviewing and voting upon such coursework plan.

In the event of a teacher member vacancy, such member shall be appointed by the Association President. In the event of an administrative member vacancy, the Superintendent shall appoint such member. A

person appointed to fill a vacancy occurring prior to the expiration date of a term shall hold such office for the remainder of that term.

If a Committee member's coursework plan is up for review, the LPDC chair and Superintendent/designee shall designate an alternate representative.

The Committee will consist of five (5) members, three (3) teacher members and two (2) administrators. Thereafter the Committee will maintain 5 members in accordance with term of the section.

4. Chairperson and Recorder

The Committee chairperson shall be determined by majority vote of the Committee members. His/her term shall be one (1) year in length. The chairperson shall rotate from year-to-year between teaching employees and administrative employees. The recorder shall be a secretary assigned by the Superintendent.

5. Decision-Making

Decisions shall be made by a majority vote of the Committee members present and voting so long as a quorum is present. A quorum shall consist of five (5) Committee members, at least two (2) of which must be teachers.

6. Training

- a. Members of the LPDC shall be afforded the opportunity to attend training on the purposes, responsibilities, functioning, and legal requirements of LPDCs based upon available financial resources. In the event two (2) members attend any training session, one (1) must be a teacher and one (1) must be an administrator.
- b. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training in accordance with school district policy.

7. Meetings and Compensation

- a. Each school year, the initial meeting of the LPDC upon member appointments shall be called jointly by the Galion Education Association President and the Superintendent.
- b. At such initial meeting, the Committee shall select a chairperson and such other officers, as the LPDC deems necessary. The LPDC

shall prepare rules of conduct for its meetings thereafter and not later than September 10th of each year, post in each building the meeting schedule for the year.

- c. The LPDC shall meet as often as the members deem necessary to complete their work. All meetings, including appeals, shall be held outside of the regular instructional day, unless otherwise approved by the Superintendent.
- d. The chairperson shall receive a four hundred dollar (\$400.00) stipend annually. The Committee members shall receive a two hundred fifty dollar (\$250.00) stipend annually. Such stipend shall be paid at the final pay of the school year. Members serving less than a year shall receive a prorated stipend.

8. Appeals Process

a. Level I

Any certificated/licensed staff member wishing to appeal the decision of the LPDC may petition the LPDC in writing for review within seven (7) working days of the LPDC's decision. The staff member may resubmit a proposal in writing, which shall be considered. The LPDC shall render its decision in writing within fourteen (14) working days of the receipt of the appeal.

b. Level II

- 1) Any certificated/licensed staff member wishing to appeal the decision of the Level I appeal may petition by filing a written appeal with the chairperson of the LPDC for review within seven (7) working days of the Level I decision.
- 2) An Appeals Committee will be appointed. The Appeals Committee shall consist of three (3) members. These members shall be one (1) teacher from the LPDC, one (1) administrator from the LPDC and an educator chosen by the staff member who is certificated/licensed in the same area. If such a member is unavailable, the staff member shall choose an educator from a comparable area.
- 3) Upon receipt of an appeal from Level I, the Appeals Committee shall meet to hear the appeal. The Committee shall render its decision in writing within fourteen (14) working days of receipt of the appeal.

- 4) The Appeals Committee's decision shall be final, and the decision shall not be grievable or otherwise challenged.
- 5) The staff member shall have the right to a representative of his/her choice at any level of the appeals process.

ARTICLE VII

RIGHTS OF THE ASSOCIATION

The Galion Education Association shall have the sole and exclusive association privileges enumerated in this article.

A. Building Use

The Association and its representatives shall have the right to use the school building after normal school hours upon written request and approval from the administrator at all reasonable hours. School use takes precedence. Representatives of the Association may hold small group meetings without the formality of a building use agreement, provided that the principal is notified in advance of the meeting to permit coordination of scheduled uses and further provided that the meeting would be completed prior to the normal closing time of the building.

B. Notices/Mail

The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards located in member lounges. All mail sent by the Association through the inter-building communication system will relate to the current business of the District. With the approval of the principal, the Association and/or its representatives shall have the right to make brief announcements at faculty meetings.

C. Board Meetings

1. The Association President shall be provided advance notification of all, regular and special, Board meetings. Said notice shall include the date, time, and place for the meeting. Notices of special Board meetings shall be given at least twenty four (24) hours prior to the meeting unless the meeting is of an emergency nature. In such case, notification shall be made at the earliest possible time prior to the meeting. The Association President or his/her designee shall be provided release time to attend Board meetings that are scheduled during the school day. The Association President shall arrange for his/her or said designee's class to be supervised without additional cost to the Board.

2. The Association President shall be provided a copy of the agenda for all Board meetings and two (2) copies of the official minutes for all Board meetings. Summary of Board meetings will be posted in each building within one (1) week after the Board meeting. Minutes of executive sessions of the Board need only reflect the general subject matter of discussions that occurred in executive sessions.

The Association representative shall be recognized and be afforded the opportunity to express concerns of the Association at Board meetings in accordance with rules governing public participation.

D. Payroll Deductions

1. Upon written request of a member of the bargaining unit, the Board shall provide payroll deductions of dues for membership in the Association and related organizations. Additionally, deductions shall be provided for United Way, credit union, annuities and bonds, government bonds, and political contributions. The enrollment period for payroll deductions of membership dues for the Association shall be from September 1 to October 15 of each year and due to payroll by October 20. Membership dues deductions shall begin in November of each year and continue in equal monthly amounts until the end of the following August. Staff members employed after October 15 shall have thirty (30) days from the first day of employment to enroll for payroll deduction of membership dues. The enrollment period for annuities shall be during September and January, while bonds and United Way deductions can be initiated at any time. Transmittal of deducted monies to the appropriate agency shall take place within five (5) business days of the payroll date from which the deduction was made.
2. The Board further agrees that in the case of membership dues, should an individual's employment be terminated, the balance due for membership dues will be held from the involved member's final paycheck, or the Association may approve (in writing) the termination of employee payroll deduction of dues or agency (fair share) fee. The time period for the involved membership shall be for a one-year period of time. Members, upon signing the membership application form, are obligated to pay the appropriate dues amount for this one-year period of time whether they pay by cash, credit card, or payroll deduction. This obligation to pay dues for a one-year period shall be explained to the individual signing for payroll deduction membership dues at the time he/she signs such authorization.
3. A member may authorize a continuing payroll deduction for membership purposes. Such authorization would be initiated (initially) and implemented as indicated above. The authorization would be for a one

year period of time, but would continue for the next following year unless the Treasurer of the Board received written notification to the contrary from the individual or the Association on or before September 15 of any membership year. When the Treasurer receives notification from a member, the Treasurer shall promptly forward a copy of such notification to the Association President. The Association President shall provide the Treasurer with a modified list of members on continuing payroll deduction for membership in the United Education Profession. Said communication will occur on or before October 15 of each membership year.

E. Fair Share Fee

1. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the UEP, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
2. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or before September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
3. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
4. Payroll deductions of such fair share fees shall begin with the second payroll period in January or sixty (60) days after the first day of employment, whichever occurs later.
5. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
6. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a 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.
8. The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - 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.

F. New Staff

Names and addresses of newly employed instructional staff members shall be available at the Board office as soon as they are available. Such information shall be for the private use of the Galion Education Association only.

G. Membership in UEP

The Board and the administration will respect the right of all instructional staff to join or assist the United Education Profession.

H. Recognition Statement

The Board agrees not to meet with, recognize, or negotiate with any teacher's organization other than the Association. The Association is the only organization which shall represent members in matters of professional concern.

I. Office Machine Use

The Association shall be allowed to use office machines and technology subject to the District's Acceptable Use Policy and supplies. The Association shall be responsible for the cost of all supplies used. Central office equipment is excluded from this provision.

J. Right to Representation

A member may request the presence of an Association representative at any meeting with the administration/Board. Upon such request, said meeting shall be reasonably delayed for a period not to exceed twenty four (24) hours until the representative is in attendance. For the purpose of this section, an "Association Representative" shall mean a building representative, an officer of the Galion Education Association or such representation as the member deems necessary.

K. Documents of Public Record

The Board of Education will make available, on request, documents of public record for review by the Association President. One copy of said records may be obtained by the Association President without cost, up to one hundred (100) pages annually.

ARTICLE VIII

CONTRACTS

A. Types of Contracts

Upon the recommendation of the Superintendent, the Board may issue two (2) types of teacher contracts, limited or continuing, both of which shall be in writing.

B. Limited Contracts

1. Upon initial employment with the Galion City School District, a member shall be issued limited contracts in accordance with the provisions of this section. The duration of such contracts shall follow the following sequence:

- a. Three (3) consecutive contracts each being one (1) year in duration.
 - b. Two (2) contracts that are two (2) years in duration.
 - c. After completion of the second two (2) year contract, each subsequent contract shall be three (3) years in duration.
 - d. Multiple year contracts entered into on or before August 1, 2014, will not be interrupted. At the expiration of such multiple year contracts, a limited contract teacher will be issued another in accordance with the above, i.e., no less than a two (2) year and no more than a three (3) year, with the exception that any teacher currently on a five (5) year contract will remain eligible for five (5) year contracts.
- 2. When a member becomes eligible for a continuing contract during the term of a limited contract, the Board of Education may, upon written request of the member, interrupt the existing limited contract and grant a continuing contract.
 - 3. Said member is presumed to have accepted such employment unless he/she notifies the Board in writing to the contrary on or before the 1st day of June and a written contract for the succeeding school year shall be executed accordingly. Failure of the parties to execute a written contract shall not void automatic reemployment of such member.
 - 4. The form for a limited contract shall be as set forth in the appendix.

C. Continuing Contracts

- 1. Continuing contracts shall be issued in accordance with the Ohio Revised Code, Section 3319.11.
- 2. The form for a continuing contract shall be as set forth in the appendix.

D. Vacancies

Position openings for instructional, administrative, supplemental, adult education, and any other position which is to be filled and for which members could reasonably qualify will be advertised to certified/licensed staff by posting vacancies on a designated bulletin board in each building during the school year within ten (10) days of becoming aware of such vacancy. The date of posting shall be indicated on the notice. During the summer months, such notices will be posted on the bulletin board in the Central Office, displayed on the District

website, and sent to the President of the Association. In addition, informational copies will be emailed to members who have previously requested such information. The notice shall clearly set forth the certification (if any) and experience required for the position and the procedure for application. Except in cases of urgent necessity, the opening shall be posted for no less than fourteen (14) calendar days from the date of posting in the Central Office. Any member(s) within the system who meet the requirements as set forth on the posting notice may apply and shall be granted an interview. A person hired to fill the posted position shall possess all the minimum requirements for the position. If the minimum requirements for the position are reduced, the position shall be re-posted in accordance with the above procedure.

An interim vacancy shall be a vacancy created within a school year and filled for the remainder of a school year only. Interim vacancies shall be posted for a minimum of three (3) school days and may be filled by a long-term substitute. The employment of a long-term substitute will expire without further notice at the end of the substitute period. At the end of the school year, the position shall be posted as a permanent position, unless it is filled by a member who has returned from a leave of absence. Notice of a temporary vacancy shall contain all information required of a permanent position vacancy. If not filled by a long-term substitute, any member(s) within the system who meet the requirements as set forth on the posting notice may apply and shall be granted an interview. A person hired to fill the posted position shall possess all the minimum requirements for the position. If the minimum requirements for the position are reduced, the position shall be re-posted in accordance with the above procedure.

E. Assignments/Reassignments

1. Building assignments shall be made by the Superintendent prior to the end of the duty year for members of the bargaining unit and shall be provided to each member in writing when a change is to be made with respect to the member's building assignment.

After the end of the duty year, changes in assignment can only occur following timely notice in writing to the member.

For the purpose of this subsection, said notice shall be posted by the United States mail to the member's home or summer address. Upon written request of the member within eight (8) days of such posting, a conference shall be held with the member by the Superintendent or his/her designee. The member shall be provided the reasons for such change in assignment, in writing, prior to said meeting. Members being reassigned shall be assigned only to a position for which they are certified.

2. Involuntary Reassignment

Reassignment can be made by the Superintendent in accordance with the following procedures:

- a. A conference shall be held with the member by the Superintendent to explain the reasons for reassignment.
- b. Reassignment shall only be made to the members' area of certification/licensure.
- c. After the school year has ended, members will be notified of reassignment by July 25th preceding the start of the ensuing school year. Emergency Involuntary transfers occurring after July 25th and prior to the ensuing school year must be mutually agreed upon between the Association and the administration. Nothing herein shall preclude the reassignment of a teacher during the school year as deemed necessary by the Superintendent.
- d. Involuntary transfers shall not be arbitrary, capricious, or retaliatory in nature.

F. Voluntary Transfer/Regular Teaching Duties

Members may request a change of assignment in accordance with the following procedures:

1. Change of assignment requests shall refer to, but not be limited to, the following:
 - a. change of building;
 - b. change of grade level; and
 - c. change of subject or area of responsibility.
2. Voluntary transfers shall be initiated by members and shall be according to the following guidelines:
 - a. Completion of a Voluntary Transfer form (see forms) in duplicate (one retained by the office of the Superintendent and one retained by the requesting member).
 - b. The requesting party shall be timely notified in writing by the Superintendent or his/her designee of his/her response to such request.

- c. Should a transfer request be initiated prior to a noted opening, or be postponed, it shall remain in active request for a period of twelve (12) months. The member may withdraw his/her request for transfer at any time during this active period.
- d. There shall be no loss of employee rights due to initiation of voluntary transfer.
- e. A conference with the Superintendent shall be provided to the member upon request concerning the denial of a voluntary transfer.

G. Filing and Maintenance of Certificates

- 1. Members of the bargaining unit shall be responsible for filing with the Treasurer of the Board all certificates issued to the member by the Ohio Department of Education within ten (10) days of receipt of such certificate or at such other times as shall be required by the terms of this Contract. No right or privilege shall be asserted by a member of the bargaining unit by reason of any certificate not filed by the member as provided herein.
- 2. As a condition of employment and reemployment, all members of the bargaining unit hired after August 15, 1989 shall maintain all teaching certificates/licenses held at the time of initial employment by the Board of Education and all certificates/licenses received after such employment. Upon application by the member, the Superintendent may waive the conditions of this article.
- 3. All members shall file required BCI/FBI record checks with the Board as required by law.

For the safety of students and staff, any member who has not complied with the required date, shall be placed on an unpaid leave of absence until these records are filed with the District.

Members will be reimbursed at the minimum rate available in the area upon presentation of proper documentation for BCI/FBI records checks necessary for the renewal of his/her educator's license under which the member is currently working. Upon presentation of the original BCI/FBI report and the payment receipt, the District will reimburse the member.

H. Hiring of Retired Teachers

- 1. The Board retains the right to re-employ retired Galion teachers. When a bargaining unit member considering retirement makes a request, the Board shall give the individual an answer as to whether or not he/she will

be accepted as a re-employee of the District. The employee's letter requesting reemployment after retirement must be filed with the Superintendent by April 1 and the Board's response must be provided to the employee on or before May 15. Such indication shall be given prior to the retiree surrendering a letter of resignation. The retired employee has no guarantee that he/she will be given the same assignment as before. The goal would be for an assignment to be made by the Superintendent prior to the end of the school year. After the end of the school year, changes in assignment can only occur following the timely notice in writing to the retired employee. Retirees who intend to return must notify the Superintendent in writing no later than June 30 to assure their assignment.

2. Retirees will be employed at Step 10 and at his/her appropriate level of academic training on the salary schedule. Retirees will progress no higher on the salary schedule than the 10th step. For such members only, this provision expressly supersedes Section 3317.13 of the ORC and all other applicable laws.
3. Such member is only eligible for a one-year limited employment contract that shall be automatically non-renewed at the end of that year. Such member will not resume nor be eligible for continuing contract status during any period of employment with the district. For such members only, this provision expressly supersedes the individual contracts and contract renewal provisions of this agreement, Sections 3319.11 of the Ohio Revised Code, and all other applicable laws.

4. Insurance

Re-employed retired Galion teachers are eligible for insurance benefits on par with all other members of the bargaining unit.

The Board shall provide the same insurance waiver to eligible employees as per Article X B(2).

5. Sick Leave

- a. Such members may retain up to twenty (20) days of accrued but unused sick leave days remaining from his/her accumulated total under Article IX A 1 of 280 days or less following payment of severance upon retirement.
- b. Retirees shall not be eligible to participate in sick leave bank.

6. Reduction in Force

For purposes of Reduction in Force, such teacher shall begin with zero (0) year's seniority in the District.

7. Right to a Grievance

The portions of this Section H will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

8. The Board will comply with Section 3307.353.

ARTICLE IX

LEAVE PROVISIONS

A. Sick Leave

1. Each member who is employed by the Board will be entitled to fifteen (15) days of sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month. Sick leave accumulation shall be 280 days.
2. Fifteen (15) days of sick leave shall be advanced to the member at the time of employment and to any member who has exhausted his/her sick leave annually. The advancement of this sick leave shall then be charged against any subsequent accumulation by the certified/licensed staff member in question. Advancements cannot exceed the number of days that the member has available for repayment in the year of the advancement. In the event such advancement days are not recovered prior to termination of employment, the salary amounts paid for such advanced days shall be deducted from the member's final check from the Board.
3. Each member may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the member's immediate family. Illness or injury in immediate family refers to illness of spouse, child, parents, stepparents, daughter-in-law, son-in-law, or a member of the immediate household.
4. Absence will be granted and charged against the member's accumulated sick leave for an absence due to death in the immediate family. Immediate family for this purpose shall include spouse, child, parent,

grandparent, parent-in-law, son-in-law, daughter-in-law, brother, sister, member of immediate household, niece, nephew, grandchild, aunt, uncle, brother-in-law, sister-in-law, stepparents, or other person who because of special circumstances (to be entered on the District's electronic "KIOSK") has assumed a similar relationship to the staff member. Where for reasonable cause or because of extenuating circumstances which shall be set forth in writing by the individual requesting the leave, the Superintendent may grant sick leave provided in this subparagraph for individuals in addition to those already identified.

5. Notification of a member's intent to use sick leave shall be communicated to the appropriate administrator or designee as established in Board of Education policy, or in the absence of policy, as prescribed in administrative rules and regulations.
6. Each member using sick leave shall enter same on the District's electronic "KIOSK," no later than upon return to work. If the absence is for over five (5) consecutive days, and medical attention has been necessary during the period of sick leave, the member shall provide the name and address of the attending physician and the dates when he/she was consulted.
7. The Board shall reserve the right to contact the physician for the purpose of verifying the member's statement within the limits of 2317.01 of the Ohio Revised Code (physician - patient privilege).
8. Sick leave shall not be charged for days on which schools are not in session due to public calamity, disease, epidemic, hazardous weather conditions, damage to school building, or other temporary circumstances due to utility failure rendering the school building unfit for school use. Members are required to cancel previously scheduled time through the use of the District's electronic "KIOSK."
9. The previously accumulated sick leave of a member new to the Galion School District who has been separated from public service shall be placed to his/her credit upon his/her employment in the Galion City Schools, provided that such employment takes place within ten years of the date of the last termination from public service. A member who transfers from another school district or other public agency to the Galion School District shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of the sick leave accumulation permitted by the Galion Board of Education. Members who render part-time seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employment.

B. Personal Leave

1. All full-time members of the bargaining unit shall, upon request, be granted a maximum of three (3) school days of personal leave per school year (non-cumulative) with pay. Any member who does not use a cumulative total of more than five (5) sick or personal days during the school year shall be paid one hundred fifty dollars (\$150.00) to be paid in the 2nd pay in June.
2. If possible, notification of intent to use a personal leave day(s) will be made three (3) school days in advance.
3. Personal leave days shall be taken on a one (1) day basis or on a one-half (1/2) day basis.
4. Personal leave days will not be taken on the workday immediately preceding or following a vacation, a holiday, before a record keeping or in-service day, or during a record keeping or in-service day unless, under special circumstances to be determined by the Superintendent, prior approval is granted.
5. Personal leave days shall not be deducted from the member's sick leave.
6. The Galion Education Association will include as a part of its in-service program a statement emphasizing the proper use of personal leave as defined in this policy.

C. Maternity/Paternity Leave

1. Leave Privileges

In addition to the provisions of sick leave provided in Section A, a member who is pregnant or adopts a child of pre-school age, shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave may begin at a time after the onset of pregnancy or the delivery of the child, or if adoption, receipt of custody, and to continue for a maximum of one (1) year.

If the member so elects, maternity/paternity leave may begin when the sick leave expires or is terminated, if applicable; provided however, nothing herein shall authorize the use in such sick leave other than during the disability of such member. Members may use accumulated sick leave following delivery, which shall not exceed six (6) calendar weeks unless medical necessity is certified in writing by the member's physician.

2. Application for Maternity/Paternity Leave

Applications for maternity/paternity leave shall state in writing:

- a. Expected date of birth or custody
- b. Date requested leave is to commence (if not known give an approximate date)
- c. Date member expects to return to service
- d. Name of physician or adoption official

3. Time Period for Filing Application

Application for maternity/paternity leave should be made twenty (20) days, if possible, but normally not less than ten (10) days, prior to the requested beginning of maternity/paternity leave or extension of same. The application time period will be waived for adoption.

4. Benefits While on Leave

Sick leave shall not accrue during maternity/paternity leave.

Members on maternity/paternity leave may continue to participate in employee Board paid group benefits provided they furnish the Treasurer with the necessary premium payments in advance of when they are due unless and to the extent the leave qualified under the Family Medical Leave Act.

5. Reinstatement

Upon return from approved maternity/paternity leave, at the time specified in the application, the member shall be entitled to reinstatement to a position for which he/she is certificated.

D. Leave Without Pay

1. In accordance with Ohio Revised Code Section 3319.13, upon written request of the member, the Board may grant a leave of absence for period of not more than two (2) years for educational or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. A request for such leave of absence will be submitted in writing, will state the reason for said leave and will state the anticipated expiration date of the requested leave. If said leave is requested as a result of illness or other disability, said request will be

accompanied by a written statement from the member's physician substantiating that an illness or disability exists.

2. Upon the return to service of a member at the expiration of such leave of absence, said member shall resume the contract status which he/she held prior to such leave.
3. During the leave of absence, the member may choose to continue to receive benefits from any or all employee group insurance benefit programs by submitting the necessary premiums to the Treasurer of the Board unless and to the extent the member may continue to receive employee group insurance benefits if the type of leave qualifies under the Family and Medical Leave Act.
4. The member of the bargaining unit shall notify the Superintendent on or before April 1 of the year of expiration of the leave of absence that he/she shall return to the employment of the district at the expiration of such leave. Except for good cause shown, failure to timely file such notice shall be deemed a forfeiture of all the member's rights and privileges of employment.

E. Absence Without Pay

1. Excused absence without pay may be granted by the Superintendent.
2. Unexcused absence without pay will be charged against a bargaining unit member when that member is absent without any provision for leave or excused absence without pay.

However, any unexcused absence without pay will be noted in the personnel record of the bargaining unit member who uses it. Subsequent unexcused absence or absences without pay may be cause for disciplinary action and nothing herein shall diminish the responsibility of bargaining unit members to be in attendance or in authorized leave status at all times.

F. Professional Leave

1. Certificated personnel may be authorized to attend professional meetings which are scheduled during the regular school term and to visit other schools and/or school districts where such attendance or visits will contribute to the in-service education of the staff and the development of the educational program of the Galion City Schools. All in-service conferences by GEA, NCOEA, and OEA shall be attended by Association members. It is the duty of the Superintendent and the Association

President to seek teachers who would gain the greatest benefit from these.

2. Requests for attendance at professional meetings shall be submitted to the principal and Superintendent via online form.

Professional development requests to attend non-district sponsored professional development will be limited to no more than four (4) days in which school is in session. Additional professional development must be approved by the principal/supervisor and superintendent. Professional development requests related to extra-duty responsibilities are not applied to the four (4) day limit mentioned above. Requests related to extra duty assignments will be approved by the principal/supervisor and superintendent.

3. Staff members shall be reimbursed upon presentation of original itemized invoices, in addition to the teacher's salary, for the actual expenses incurred as a result of approved attendance at such meetings up to the following limits:

- a. Travel at the mileage rate established by the IRS, round-trip, tourist-class airfare, or by rail, whichever is less.
- b.
 - 1) The hotel or motel bill, a copy of which must be submitted with the reimbursement request.
 - 2) Hotel costs at an approved conference shall be paid in full. Non-conference hotel bills will be limited to \$150.00/night. Hotel expenses will be reimbursed for conferences more than a 50 mile distance for the Board office. Whenever feasible, hotel accommodations will be shared.
- c. Registration and special fees.
- d. Teachers on professional leave, outside the boundaries of the school district, who buy meals shall be reimbursed a per diem rate not to exceed \$18.00 upon presentation of vouchers supporting aggregate expenses in those amounts or greater.

4. Approvals for attendance at professional meetings shall be limited to budget appropriations approved by the Galion Board of Education for such purposes and as authorized pursuant to F (1) and (2) above.

5. Upon written request of the department chairman, building principal, or Superintendent prior to the commencement of the professional leave, a member shall submit a written report to be shared with the Board of

Education and staff members where applicable in order to ensure maximum in-service professional growth of the staff.

6. Association Leave - Twelve (12) days of leave will be granted annually to permit attendance of Association members at conventions or other meetings sponsored by the OEA or to permit the Association President or designee to attend to Association business without loss in pay but at their own expense. The Association President shall submit written notice to the Superintendent of the names of the members who will take such leave under this provision at least one (1) week in advance of the intended absence. No more than two (2) members from any building will be granted this leave at the same time.

G. Jury Duty/Court Leave

1. A member of the bargaining unit who is summoned for jury duty or a court appearance shall be granted paid leave in accordance with this section for the specific day(s) summoned.
2. In the event that an employee is summoned for jury duty on a day or days when the employee is not required to work for the Board, the employee shall be entitled to retain all compensation received from the court.
3. This provision does not apply when the Association is the plaintiff in a lawsuit or where the member of the bargaining unit is a plaintiff in the action.

H. Assault Leave

1. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a member of the Galion Education Association bargaining unit who is absent from his/her duties because of injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the Galion Board of Education pursuant to Section 3319.08 of the Ohio Revised Code. Said member shall be granted the aforementioned assault leave and shall be maintained on full pay status in accordance with this procedure.
2. A member of the bargaining unit shall be granted assault leave according to the following rules:
 - a. The incident, resulting in the absence of the bargaining unit member, must have occurred during the course of employment with the Galion Board of Education while on school property, or where required to be in attendance at a school sponsored function.

- b. Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such an assault shall, as soon as possible, prepare a written statement embracing all facts within the member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
 - c. If the employee receives medical attention and is absent from his/her duties more than five (5) days, a certificate from a licensed physician, stating the nature of the physical disability and its duration, may be required before assault leave payment is made for more than five (5) days.
 - d. The member of the Association bargaining unit shall complete the appropriate Assault Leave form. (See appendix for Assault Leave form.)
 - e. Said member shall not be permitted to accrue assault leave.
 - f. Full payment for assault leave compensation shall not exceed the member's per diem rate of pay (including supplementary pay, if any, but less Worker's Compensation benefits received, if any) and will not be approved for payments unless and until the form and certificate, as provided above, are supplied to the Treasurer.
3. Payment shall be in accordance with the following:
- a. Pay, as herein defined, for up to five (5) days of assault leave shall be granted upon submission of the completed form.
 - b. After the first five (5) days, pay shall be granted for an additional twenty (20) days (to a total of twenty five [25] days) if the member's physical disability for such period, or any part thereof, is certified by his/her attending physician.
 - c. If, after having exhausted twenty five (25) days of assault leave the disability continues, the Board shall grant additional assault leave for the period of physical disability certified by a physician named by the Board, up to a maximum of one hundred eight three (183) days total payment and until the member is eligible to receive disability retirement benefits. All sick leave days must be exhausted before payments in excess of one hundred eighty three (183) days will be made.

4. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

I. Sick Leave Donation System

The Sick Leave Donation System is designed to assist members who experience a serious accident or major illness member for which they do not have adequate sick leave as provided under Section A of this article.

To be eligible, a member must have used all available sick leave requested and then used the fifteen (15) days advance provided for in this Contract or a member of his/her immediate family must be recovering from a specific illness or injury of twenty (20) days or more. If an injury or illness continues into a subsequent school year, the member must reapply for approval to use sick leave pool days and eligibility must be re-certified.

Emergency sick leave shall be approved for all members who have:

1. used all available sick leave, earned and borrowed;
2. presented a physician's certificate indicating an absence due to a single illness or accident that will last, or exceed twenty (20) consecutive days (a second opinion may be required);
3. contributed to the sick leave pool of this program. Eligibility is based on the annual contribution of a sick leave day by September 1 of each school year. In the case of new employees hired, such contribution must be made within the first fifteen (15) days of their hiring by the Board. The annual contribution may be suspended by mutual agreement of the Association and the Superintendent when the aggregate days contained in the pool has reached two hundred fifty (250) days, and shall be reinstated when the total is less than seventy five (75) days.

The sick leave pool is formed from the contribution of at least one day of accumulated sick leave from each member who wishes to participate in the program, and members who wish to donate additional days. Once a day has been contributed to the pool, it cannot be withdrawn.

Members are not eligible to use the sick leave pool if:

1. they have not donated a day of accumulated sick leave;
2. they are voluntarily absent for any reason;
3. it is a routine maternity;

4. the specific injury or illness is not twenty (20) consecutive days or more;
5. they are eligible for any other paid leave or compensation that equals or exceeds their normal salary. If the member is eligible for Worker's Compensation he/she must apply for such compensation prior to application to the sick leave pool. Sick leave pool days may be used to supplement Worker's Compensation benefits to equal the difference between the Worker's Compensation benefit and the member's salary. Each sick leave pool day used to supplement Worker's Compensation will reduce the sick leave pool by one full day.

All aspects of this pool shall be administered by the Association President and the Superintendent. Any of the requirements of this program shall not have an impact on the administration of sick leave as is required in Section A of this article. In the event the Superintendent and the Association President are not able to agree on administration of the pool in a specific case, a review meeting shall be held. The review meeting shall be for the purpose of reviewing compliance with the eligibility requirements and shall include the Superintendent, Assistant Superintendent, Association President and one GEA bargaining committee member. If practical, the member applicant will be invited to attend the review meeting and is permitted to be accompanied by the person of his/her choice.

Members must apply to participate in the Sick Leave Donation System by submitting the Sick Leave Donation participation form (see Appendix P). The Superintendent and Association President will indicate on the form whether or not the application is approved.

ARTICLE X

SALARY AND FRINGE BENEFITS RELATED TO SALARY

A. Salary

1. Salary Schedule

- a. The base amounts stated shall be applied to the index found in Appendix A.
- b. Effective September 1, 2014, the base salary shall be thirty thousand three hundred forty-two dollars (\$30,342.00). Effective September 1, 2015, the base salary shall be thirty thousand nine hundred and forty-nine dollars (\$30,949.00).

2. Credit for Experience

Credit on the salary schedule shall be given to teachers for experience in private schools chartered by the State of Ohio and in public schools in the U.S., including U.S. Territories, Protectorates, and schools operated by the U.S. Department of Defense up to ten (10) years. For special education, mathematics, science, and industrial arts positions only, the Board shall be able to place teachers on the salary schedule at a level beyond ten (10) years, but no higher than the number of years of experience that teacher possesses. For such teachers only, this provision expressly supersedes Section 3317.13 of the Ohio Revised Code.

3. Credit for Additional Hours

Additional hours of college credit earned during a school year will be reflected by appropriate advancement on the salary schedule where such credit is properly certified to the Treasurer by submitting a written dated request including the column move and supporting official transcripts.

- a. For a member to move from a BS+24 to a BS+36 or MS column, he/she must possess an MS degree or have obtained the 36 hours before August 15, 1995. At least 24 of the 36 hours must be in the field of education.

Any member who provides certification of credit earned shall be advanced to the newly earned column on the payday following within forty-five (45) days of providing the documentation. The advancement will be paid based on the number of days remaining in the contract year calculated from the date of the submitted written request.

4. Additional Training Reimbursement

Upon prior approval of the Superintendent, members shall be reimbursed for the full cost of tuition, books, and/or fees for additional training obtained through graduate college courses in the field of education to a maximum of \$700.00 per fiscal year.

Such additional training shall be (1) related to the individual's teaching field, or (2) for certification in an educational area, or (3) to obtain an advanced degree in the field of education. The total reimbursement shall be forwarded to the member at the end of the first payroll period after the necessary documentation and proof of successful completion has been submitted.

Member will submit for reimbursement within ninety (90) days of completion of class. Member will notify the treasurer within those ninety (90) days if grade has not been received. If grade has not been received within ninety (90) days, member will have thirty (30) days from receipt of grade to submit request for reimbursement.

5. Paydays

Paydays shall be every other Friday commencing the second Friday after the beginning of the school year and shall conclude no later than the beginning of the proceeding school year.

6. Electronic deposit is mandatory for all bargaining unit members. The member may elect deposits in up to three (3) accounts. The accounts do not need to be in the same financial institution.

Direct deposit notification will be delivered to the bargaining unit member's District email account.

B. Insurance

At time of agreement on this Contract, the parties acknowledged the need to promptly and thoroughly address the District's membership in the Wyandot-Crawford Health Benefit Fund ("Consortium"). As such, the Board and the Association agree to jointly establish an Insurance Committee for the purposes of reviewing insurance options in light of the District's membership in the Consortium. The Committee will make a recommendation to the Board and the GEA and execute a Memorandum of Understanding on or before October 15, 2015. If the parties execute the MOU within that time frame, the base salary increase for year two (2015-2016) of this Contract will be increased by a quarter percent (1/4%). However, failure of the parties to reach agreement by that time will result in the ten percent (10%) surcharge on the premium levied by the Consortium to be assumed one half by members of the bargaining unit, one half by the Board, effective January 1, 2016.

1. Hospitalization

- a. Beginning with 2009-10 new hires only: Employees, whose spouse is eligible for insurance coverage elsewhere shall not be eligible for District coverage unless employee has Employee + 1 OR family coverage. If the employee has Employee +1 OR Family coverage, the spouse may use the Galion City School District policy for secondary coverage.
- b. Single pays 10% of premium inclusive of Dental and Health.

c. Employee + 1 pays 10% of premium inclusive of Dental and Health.

d. Family pays 10% of premium inclusive of Dental and Health.

- Deductible: (Single/Employee + 1/Family) \$500/\$750/\$1000 (network/non-network)

- OOP (out-of pocket/excluding deductible):
In-network: \$500/750/\$1000
Out-of network \$1,000/\$1,500/\$2000

- Coinsurance: In-network: 80%/20%; out of network: 60%/40%

- Office visit: Co-pay \$20.00 then 100%; 60% after deductible non-network

- Rx: Co-pay \$10/\$15/\$30 Mail order co-pay; no co-pay for retail

e. Effective October 1, 2012, members' dependents eligible for adult dependent care coverage will pay forty percent (40%) of the single premium for each month of coverage from the day of their 26th birthday until their 28th birthday.

f. Insurance Committee

The Board and the Association shall jointly establish and Insurance committee for the purposes of reviewing insurance plans and being updated on the current on the current status of the plan provided to employees. Meeting will be held quarterly. Each party will also provide timely insurance reports to the Association if requested.

g. An additional open enrollment period will occur each September for a 30 day period for employees making changes to their insurance status.

2. Waiver of Coverage - Employees who are currently enrolled in the Board's insurance plan who elect to decline the Board-provided health insurance shall be entitled to receive an annual insurance waiver as follows:

3. If 1-19 employees enroll, an employee will receive \$750.00; 20-24 employees will receive \$1000.00; 25-29 employees will receive \$1500.00; 30-34 employees will receive \$2000.00; and 35+ employees will receive \$2500.00. The waiver would be elected in writing (see Appendix Q) and is only available to employees who can show proof of coverage from another source. If the alternate source for insurance coverage is another school district in the consortium (i.e., Buckeye Central Schools, Upper Sandusky

Schools, Colonel Crawford Schools or Carey Schools), the waiver of coverage may not be available or may be available in a modified form (subject to agreement among all schools in the consortium). Employees electing this waiver of coverage option agree to remain out of the Board's insurance plan for at least one full year. If the employee waives coverage and subsequently loses his/her other insurance coverage due to circumstances beyond his/her control, he/she can apply to re-enroll in the Board's plan in less than one year's time (from when he/she originally left). Employees who are re-admitted in less than one year's time (from when they waived the Board's insurance) shall refund a pro-rata share of the \$750.00 payment. This option is not available if both spouses are employed by the Galion City Schools. Instead, if both spouses are employed by the Galion City Schools, they will be offered one family policy at no cost in premium contributions from those employees. Two single policies will be required at no cost in premium contributions from those employees if they do not have dependent children.

4. Beginning with 2009-10 new hires: Employees, whose spouse is eligible for insurance coverage elsewhere, shall not be eligible for District coverage unless employee has employee +1 or family coverage. If the employee has an employee +1 or family policy, the spouse may use the Galion City School District policy for secondary coverage.

Written confirmation, from the employer, of unavailability of insurance is required prior to enrollment in the Galion City School District insurance plan. If employment and health insurance availability changes, verification must be resubmitted.

5. Life Insurance - Certificated teachers of the staff shall be provided with a life insurance policy and an accidental death and dismemberment policy in the amount of \$50,000.00.
6. Dental Insurance - The Galion Board of Education shall purchase dental insurance through the Wyandot-Crawford consortium or another carrier licensed by the State of Ohio. Ninety percent (90%) of the premium shall be paid by the Board and ten percent (10%) by the bargaining unit member.
7. Vision Care Insurance

The Board shall make available vision care insurance coverage for each member, now or hereinafter employed, and his/her eligible dependents. The Board shall pay ninety percent (90%) and the member shall pay ten percent (10%) of the premium.

The vision plan coverage shall be changed through mutual agreement of the parties, based on a recommendation by the Insurance Committee.

Specifications

Covered Expenses	Benefit Period
Examination	12 months
Lenses (if required)	One in any 12 month period
Frames (if required).....	One in any 12 month period
Maximum Benefit	Payment in full (if a Panel Doctor is used). Payment according to schedule (if a non-Panel Doctor is used).
Deductible	None

Contact lenses will be covered in full when they are considered necessary under one of the following conditions:

- a. Following cataract surgery
- b. To correct extreme visual acuity problems that cannot be corrected to at least 20/70 in either eye with spectacle lenses.
- c. Anisometropia
- d. Keratoconus

When contact lenses are chosen for reasons other than the above, they are to be considered cosmetic in nature. Under these circumstances, an allowance of up to \$100.00 will be made in lieu of the covered person's receipt of all other benefits for that time period except that the regular examination called for above will be covered over and above the \$100.00 allowance for contact lenses. Tint coverage.

8. General Provisions

a. 125 Plan

A Section 125 plan or flexible spending account shall be set up to allow employees to pay for certain medical expenses and dependent care expenses with pre-tax dollars. This plan shall operate in accordance with the applicable provisions of the Internal Revenue Code.

b. Copies of Benefit Contract

The Board shall provide the Association President with one (1) copy of each signed contract entered into between the Board and

the insurance company(ies) which provides the benefit(s) specified in this Contract. Copies of existing contract(s) shall be provided to the Association within twenty four (24) hours of ratification of this Contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

c. Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this Contract, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this Contract.

d. Benefit Description of New Employees

A member employed after the effective date of this Contract shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Contract.

e. Copies of Improvements in Existing Benefits

Within thirty (30) days of the effective date of any improvement(s) in an insurance plan provided by this Contract, each member shall receive a written description prepared by the carrier, of the improved plan.

f. Carrier Change

The Galion Education Association shall have the right to make a formal request to the Galion Board of Education to change carriers for any approved insurance plans. The Board shall look at the request by the Association and determine if the matter warrants action in this particular direction.

C. Severance Pay

1. A Galion City School District member with ten (10) or more years of public service who elects in writing to retire through STRS from active service is to be paid one-fourth (1/4) of the value of his/her accrued but unused sick leave credit to a maximum of sixty-five (65) days.
2. The payment due under paragraph 1 of this section shall be based upon the member's rate of pay at the time of retirement. Payment will be made

within sixty (60) days of verification of the first payment from the applicable state retirement system.

3. Severance pay under this provision shall also be paid when a member dies while under contract if the employee has been with this District for ten years or more. Payment shall be made in accordance with R.C. 2113.04

D. Extra Duty

1. Any instructional member involved in a negotiated additional duty activity shall receive compensation for that additional duty. Approval of and compensation for extra duty activities added between periods of negotiations shall be determined on the basis of agreement between the Association and the Board. School clubs may be added to the approved extra duty supplemental contract list by virtue of a building principal's recommendation to the Superintendent for presentation to the Board of Education for approval. Members cannot be required to serve as club advisors unless the clubs are approved in accordance with the procedures contained in this section.
2. The Extra Duty Pay Schedule is found in the appendix.
3. The form for supplemental limited contracts is found in the appendix.

E. Special Project Stipends

Any instructional staff member may apply for a stipend of up to two hundred dollars (\$200.00) for special projects and programs over and above regular teaching duties. A special project fund of a minimum two thousand dollars (\$2,000.00) per year shall be established by the Board of Education for this purpose. The stipend awards will be recommended by the District Curriculum Committee to the Superintendent, who shall decide the final awards. When the budget is constrained, this program may be suspended by the Superintendent.

The Curriculum Committee will consider the following criteria in selecting grant participants.

1. Distribution of grants across buildings and grade levels.
2. Numbers of students involved.
3. Number of teachers involved.
4. Length of special project.
5. Compatibility with adopted curriculum.
6. The Curriculum Committee shall make a determination within two meetings of the receipt of the request.

F. Board Pickup of Member Contributions to STRS

1. For purposes of this Section F, total annual salary and salary per pay period for each member shall be the salary otherwise payable under this agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board on two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

2. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup."

The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

3. An addendum to each member's contract currently in effect shall be prepared and distributed which states (1) that the member's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pickup" component, which is equal to the amount of the employer contribution to STRS being "picked up" by the Board on behalf of the member; (2) that the Board will contribute to STRS an amount equal to the member's required contribution to STRS for the account of such member; and (3) that sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and the pickup component of the member's restated salary.

G. Per Diem Rate

The per diem rate shall be 1/183 of the member's annual salary. Any member who is required to perform responsibilities that are not included in the extra duty

pay schedule and are beyond the regular school year or day shall be paid at the rate of twenty dollars (\$20.00) per hour. An extended time contract(s) (counselor, media specialist, etc.) will be paid at the per diem rate of the member(s) effective with ratification.

H. Tuition Waiver for Dependents of Bargaining Unit Members

Dependent children of bargaining unit members who reside outside of the Galion City School District shall be permitted to attend the Galion City Schools without tuition in accordance with the Board's policy on open enrollment.

ARTICLE XI

HEALTH AND SAFETY

A. Board of Education's Rights and Obligations:

1. The Galion City School District Board of Education will provide its employees with a place of employment that is free from recognized hazards that are causing, or are likely to cause, death or serious physical harm to its employees.
2. The Board of Education will comply with state OSHA standards ("Ohio Employment Risk Reduction Standards"), rules and orders adopted or issued pursuant to R.C. Chapter 4167.
3. The Board of Education is not required to take any action under this section that would cause it an undue hardship unless the action is required to prevent imminent danger of death or serious harm to its employees. Undue hardship is defined as "significant difficulty or expense."
4. There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing, in accordance with paragraph B.3., to work under conditions that the public employee reasonably believes present an imminent danger, or for any other participation in the health and safety program.
5. The employer shall ensure that in the main offices and in every lab there shall be an adequate first aid kit, which shall be maintained.
6. The employer shall provide in every building an adequate supply of rubber gloves, CPR masks, disinfectant, and paper towels, locations to be

determined or established through the Health and Safety Committee at each building.

B. Employees' Rights and Obligations:

1. Employees will comply with state OSHA standards ("Ohio Employment Risk Reduction Standards"), rules and orders adopted or issued pursuant to R.C. Chapter 4167 which are applicable to the employees' actions and conduct.
2. Employees will comply with safety rules the Board of Education establishes for the purpose of complying with state OSHA standards ("Ohio Employment Risk Reduction Standards"), rules and orders adopted or issued pursuant to R.C. Chapter 4167.
3. An employee acting in good faith has the right to refuse to work under conditions that s/he reasonably believes present an imminent danger of death or serious harm to him/herself, provided that such conditions are not such as normally exist for or reasonably might be expected to occur in the occupation of the employee.

Certain criteria must be met prior to an employee refusing to perform assigned tasks:

- a. The employee must have previously requested, in writing, that the Board correct the hazardous conditions and the conditions remain uncorrected; or
- b. There was insufficient time to eliminate the danger by resorting to the procedure detailed above in paragraph a; and
- c. The danger was one that a reasonable person under the circumstances then confronting the employee would conclude is an imminent danger of death or serious physical harm to the employee.

If a public employee refuses in good faith to perform assigned tasks, s/he may be reassigned to other tasks by the Board. The Board will not discriminate against said employee and the employee shall receive his/her full compensation for the tasks that would have been performed.

ARTICLE XII

EFFECTS AND DURATION OF CONTRACT

A. Effects of Contract

The terms of this Contract shall be from August 15, 2014 through August 14, 2016.

B. Terms and Conditions of Contract

The terms and conditions as set forth in this Contract indicate the understanding that exists between the parties to this Contract; however, it is further agreed that nothing contained in said Contract should be interpreted to deny the Association or the staff members of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio and any legal precedence of such laws unless an included provision has been expressly composed to alter a provision of law in accordance with ORC 4117.10 (A).

C. Personnel Policies and Practices

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

D. Copies of Contracts

Within a reasonable period of time after this Contract has been signed, the number of needed copies will be agreed upon by both sides. The contract will also be posted to the website electronically under a password protected link for all members, Board of Education, and administration. The expense related to duplication will be divided equally between the Association and the Board. Each member hired thereafter will also receive a copy at the time of employment. Any subsequent revision(s) or amendment(s) shall be printed and posted to the website (as described above) within a reasonable period of time and distributed to all members. The Association will distribute copies of the Contract and/or revisions to the members.

E. Severability

This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code) to the extent permitted under law. However, should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such

provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance.

If the parties fail to reach agreement over the effected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

F. Term of Contract

Except as otherwise specifically stated the articles of this Contract shall become effective at 12:01 a.m., August 15, 2014, following the ratification by both parties and the written execution thereof. This agreement is made and entered into at Galion, Ohio, on this _____ day of _____, 2015, by and between the Board and the Association.

The Board of Education of
The Galion City School District

Galion Education Association

By: Jerry J. Kuro 8-27-15
President Date

By: Shelly M. Barton 8-27-15
President Date

By: M. Ayth 8/27/15
Superintendent Date

By: Sue Stark 8-27-15
Negotiations Chair Date

APPENDIX A

Galion City Schools
2014 - 2016 Contract Year

Step	BS	BS+12	BS+24	MS BS+36	MS+15	MS+30
0	1.0000	1.0400	1.0800	1.1200	1.1600	1.2000
1	1.0500	1.0900	1.1300	1.1700	1.2100	1.2500
2	1.1000	1.1400	1.1800	1.2200	1.2600	1.3000
3	1.1500	1.1900	1.2300	1.2700	1.3100	1.3500
4	1.2000	1.2400	1.2800	1.3200	1.3600	1.4000
5	1.2500	1.2900	1.3300	1.3700	1.4100	1.4500
6	1.3000	1.3400	1.3800	1.4200	1.4600	1.5000
7	1.3500	1.3900	1.4300	1.4700	1.5100	1.5500
8	1.4000	1.4400	1.4800	1.5200	1.5600	1.6000
9	1.4500	1.4900	1.5300	1.5700	1.6100	1.6500
10	1.5000	1.5400	1.5800	1.6200	1.6600	1.7000
11	1.5000	1.5900	1.6300	1.6700	1.7100	1.7500
12	1.5000	1.6400	1.6800	1.7200	1.7600	1.8000
13	1.5000	1.6400	1.7300	1.7700	1.8100	1.8500
14	1.5000	1.6400	1.7800	1.8200	1.8600	1.9000
15	1.5000	1.6400	1.7800	1.8700	1.9100	1.9500
16	1.5000	1.6400	1.7800	1.9200	1.9600	2.0000
17	1.5000	1.6400	1.7800	1.9200	2.0100	2.0500
18	1.5000	1.6400	1.7800	1.9200	2.0600	2.1000
19	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500
20	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500
21	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500
22	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500
23	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500
24	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500
25	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500
26	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500
27	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500
28	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500
29	1.5000	1.6400	1.7800	1.9200	2.0600	2.1500

GALION CITY SCHOOLS
TEACHERS SALARY SCHEDULE
EFFECTIVE FOR THE 2014 - 2015 SCHOOL YEAR

Base \$30,342.00

Step	BS	BS+12	BS+24	MS BS+36	MS+15	MS+30
0	30,342	31,556	32,769	33,983	35,197	36,410
1	31,859	33,073	34,286	35,500	36,714	37,928
2	33,376	34,590	35,804	37,017	38,231	39,445
3	34,893	36,107	37,321	38,534	39,748	40,962
4	36,410	37,624	38,838	40,051	41,265	42,479
5	37,928	39,141	40,355	41,569	42,782	43,996
6	39,445	40,658	41,872	43,086	44,299	45,513
7	40,962	42,175	43,389	44,603	45,816	47,030
8	42,479	43,692	44,906	46,120	47,334	48,547
9	43,996	45,210	46,423	47,637	48,851	50,064
10	45,513	46,727	47,940	49,154	50,368	51,581
11	45,513	48,244	49,457	50,671	51,885	53,099
12	45,513	49,761	50,975	52,188	53,402	54,616
13	45,513	49,761	52,492	53,705	54,919	56,133
14	45,513	49,761	54,009	55,222	56,436	57,650
15	45,513	49,761	54,009	56,740	57,953	59,167
16	45,513	49,761	54,009	58,257	59,470	60,684
17	45,513	49,761	54,009	58,257	60,987	62,201
18	45,513	49,761	54,009	58,257	62,505	63,718
19	45,513	49,761	54,009	58,257	62,505	65,235
20	45,513	49,761	54,009	58,257	62,505	65,235
21	45,513	49,761	54,009	58,257	62,505	65,235
22	45,513	49,761	54,009	58,257	62,505	65,235
23	45,513	49,761	54,009	58,257	62,505	65,235
24	45,513	49,761	54,009	58,257	62,505	65,235
25	45,513	49,761	54,009	58,257	62,505	65,235
26	45,513	49,761	54,009	58,257	62,505	65,235
27	45,513	49,761	54,009	58,257	62,505	65,235
28	45,513	49,761	54,009	58,257	62,505	65,235
29	45,513	49,761	54,009	58,257	62,505	65,235

GALION CITY SCHOOLS
TEACHERS SALARY SCHEDULE
EFFECTIVE FOR THE 2015 - 2016 SCHOOL YEAR

Base \$30,949.00

Step	BS	BS+12	BS+24	MS BS+36	MS+15	MS+30
0	30,949	32,187	33,425	34,663	35,901	37,139
1	32,496	33,734	34,972	36,210	37,448	38,686
2	34,044	35,282	36,520	37,758	38,996	40,234
3	35,591	36,829	38,067	39,305	40,543	41,781
4	37,139	38,377	39,615	40,853	42,091	43,329
5	38,686	39,924	41,162	42,400	43,638	44,876
6	40,234	41,472	42,710	43,948	45,186	46,424
7	41,781	43,019	44,257	45,495	46,733	47,971
8	43,329	44,567	45,805	47,042	48,280	49,518
9	44,876	46,114	47,352	48,590	49,828	51,066
10	46,424	47,661	48,899	50,137	51,375	52,613
11	46,424	49,209	50,447	51,685	52,923	54,161
12	46,424	50,756	51,994	53,232	54,470	55,708
13	46,424	50,756	53,542	54,780	56,018	57,256
14	46,424	50,756	55,089	56,327	57,565	58,803
15	46,424	50,756	55,089	57,875	59,113	60,351
16	46,424	50,756	55,089	59,422	60,660	61,898
17	46,424	50,756	55,089	59,422	62,207	63,445
18	46,424	50,756	55,089	59,422	63,755	64,993
19	46,424	50,756	55,089	59,422	63,755	66,540
20	46,424	50,756	55,089	59,422	63,755	66,540
21	46,424	50,756	55,089	59,422	63,755	66,540
22	46,424	50,756	55,089	59,422	63,755	66,540
23	46,424	50,756	55,089	59,422	63,755	66,540
24	46,424	50,756	55,089	59,422	63,755	66,540
25	46,424	50,756	55,089	59,422	63,755	66,540
26	46,424	50,756	55,089	59,422	63,755	66,540
27	46,424	50,756	55,089	59,422	63,755	66,540
28	46,424	50,756	55,089	59,422	63,755	66,540
29	46,424	50,756	55,089	59,422	63,755	66,540

APPENDIX B-1

EXTRA DUTY PAY SCHEDULE – 2014-2015 BASE = \$30,342

ASSIGNMENT	Yrs. Exp.	Index Ratio	2014-2015
Head Football	0	0.18	\$5,462
Head Basketball (Boys/Girls)	1	0.19	\$5,765
Wgt. Trg. Coord. (up to 3 - pay divided equally)	2	0.20	\$6,068
	3	0.21	\$6,372
	4	0.22	\$6,675
Head Volleyball	0	0.15	\$4,551
Head Wrestling	1	0.16	\$4,855
Head Track (Boys/Girls)	2	0.17	\$5,158
Head Baseball	3	0.18	\$5,462
Head Softball	4	0.19	\$5,765
Head Swimming			
Head Golf			
Head Cross Country			
Head Tennis (Boys/Girls)			
Sr. High Marching Band			
Faculty Manager	0	0.14	\$4,248
Varsity Football Assistant	1	0.15	\$4,551
Varsity Basketball Assistant	2	0.16	\$4,855
Varsity Wrestling Assistant	3	0.17	\$5,158
Varsity Track Assist. (Boys/Girls)	4	0.18	\$5,462
Varsity Baseball Assistant			
Varsity Softball Assistant			
Varsity Swimming Assistant			
Volleyball Assistant			
Showtunes			
Freshman Baseball	1	0.11	\$3,338
Freshman Football	2	0.12	\$3,641
Freshman Basketball (Boys/Girls)	3	0.13	\$3,944
Freshman Volleyball	4	0.14	\$4,248
Freshman Track			
Assistant Tennis (Boys/Girls)			
Assistant Golf			
Senior High Marching Band Assistant			

EXTRA DUTY PAY SCHEDULE – 2014-2015		BASE = \$30,342	
ASSIGNMENT	Yrs. Exp.	Index Ratio	2014-2015
Middle School Football	0	0.08	\$2,427
Middle School Volleyball	1	0.09	\$2,731
Middle School Cross Country	2	0.10	\$3,034
Middle School Basketball	3	0.11	\$3,338
Middle School Wrestling	4	0.12	\$3,641
Middle School Faculty Manager			
Middle School Track			
Middle School Softball			
Senior High Cheerleader Advisor (Fall)			
Senior High Cheerleader Advisor (Winter)			
Spring Dramatics	1	0.08	\$2,427
	2	0.09	\$2,731
	3	0.10	\$3,034
	4	0.11	\$3,338
Yearbook Advisor (2)	0	0.05	\$1,517
Junior Class Advisor (2)	1	0.06	\$1,821
Senior High Student Council (2)	2	0.07	\$2,124
Senior Class Advisor	3	0.08	\$2,427
Senior High Newspaper	4	0.09	\$2,731
Freshman Cheerleader Advisor			
National Honor Society			
Varsity G Advisor			
Building Level Technology Coordinator			
Pep Band Director			
Jazz Band Director	0	0.04	\$1,214
Sophomore Class Advisor	1	0.05	\$1,517
Freshman Class Advisor	2	0.06	\$1,821
Elementary/Middle School			
Student Council	3	0.07	\$2,124
Middle School Yearbook	4	0.08	\$2,427
Department Chair/Team Leader			
“In The Know” Advisor			

APPENDIX B-1

EXTRA DUTY PAY SCHEDULE – 2014-2015		BASE = \$30,342	
ASSIGNMENT	Yrs. Exp.	Index Ratio	2014-2015
H. S. Dramatics Asst. (Vocal)	0	0.04	\$1,214
H. S. Dramatics Asst. (Instrumental)	1	0.05	\$1,517
Fifth Grade School Patrol	2	0.06	\$1,821
Fall Drama	3	0.07	\$2,124
Middle School Cheerleading	4	0.08	\$2,427
School Improvement Facilitator			
French Club			
Spanish Club			
Middle School Ski Club			
Elementary Music			

APPENDIX B-2

EXTRA DUTY PAY SCHEDULE – 2015-2016 BASE = \$30,949

ASSIGNMENT	Yrs. Exp.	Index Ratio	2015-2016
Head Football	0	0.18	\$5,571
Head Basketball (Boys/Girls)	1	0.19	\$5,880
Wgt. Trg. Coord. (up to 3 - pay divided equally)	2	0.20	\$6,190
	3	0.21	\$6,499
	4	0.22	\$6,809
Head Volleyball	0	0.15	\$4,642
Head Wrestling	1	0.16	\$4,952
Head Track (Boys/Girls)	2	0.17	\$5,261
Head Baseball	3	0.18	\$5,571
Head Softball	4	0.19	\$5,880
Head Swimming			
Head Golf			
Head Cross Country			
Head Tennis (Boys/Girls)			
Sr. High Marching Band			
Faculty Manager	0	0.14	\$4,333
Varsity Football Assistant	1	0.15	\$4,642
Varsity Basketball Assistant	2	0.16	\$4,952
Varsity Wrestling Assistant	3	0.17	\$5,261
Varsity Track Assist. (Boys/Girls)	4	0.18	\$5,571
Varsity Baseball Assistant			
Varsity Softball Assistant			
Varsity Swimming Assistant			
Volleyball Assistant			
Showtunes			
Freshman Baseball	1	0.11	\$3,404
Freshman Football	2	0.12	\$3,714
Freshman Basketball (Boys/Girls)	3	0.13	\$4,023
Freshman Volleyball	4	0.14	\$4,333
Freshman Track			
Assistant Tennis (Boys/Girls)			
Assistant Golf			
Senior High Marching Band Assistant			

EXTRA DUTY PAY SCHEDULE – 2015-2016 BASE = \$30,949

ASSIGNMENT	Yrs. Exp.	Index Ratio	2015-2016
Middle School Football	0	0.08	\$2,476
Middle School Volleyball	1	0.09	\$2,785
Middle School Cross Country	2	0.10	\$3,095
Middle School Basketball	3	0.11	\$3,404
Middle School Wrestling	4	0.12	\$3,714
Middle School Faculty Manager			
Middle School Track			
Middle School Softball			
Senior High Cheerleader Advisor (Fall)			
Senior High Cheerleader Advisor (Winter)			
Spring Dramatics	1	0.08	\$2,476
	2	0.09	\$2,785
	3	0.10	\$3,095
	4	0.11	\$3,404
Yearbook Advisor (2)	0	0.05	\$1,547
Junior Class Advisor (2)	1	0.06	\$1,857
Senior High Student Council (2)	2	0.07	\$2,166
Senior Class Advisor	3	0.08	\$2,476
Senior High Newspaper	4	0.09	\$2,785
Freshman Cheerleader Advisor			
National Honor Society			
Varsity G Advisor			
Building Level Technology Coordinator			
Pep Band Director			
Jazz Band Director	0	0.04	\$1,238
Sophomore Class Advisor	1	0.05	\$1,547
Freshman Class Advisor	2	0.06	\$1,857
Elementary/Middle School			
Student Council	3	0.07	\$2,166
Middle School Yearbook	4	0.08	\$2,476
Department Chair/Team Leader			
“In The Know” Advisor			

EXTRA DUTY PAY SCHEDULE – 2015-2016		BASE = \$30,949	
ASSIGNMENT	Yrs. Exp.	Index Ratio	2015-2016
H. S. Dramatics Asst. (Vocal)	0	0.04	\$1,238
H. S. Dramatics Asst. (Instrumental)	1	0.05	\$1,547
Fifth Grade School Patrol	2	0.06	\$1,857
Fall Drama	3	0.07	\$2,166
Middle School Cheerleading	4	0.08	\$2,476
School Improvement Facilitator			
French Club			
Spanish Club			
Middle School Ski Club			
Elementary Music			

Special Education Teachers*Extended Time:**

Elementary School Guidance Counselor(s)	10 Days (advance approval by Supt. required)
District Media Specialist	10 Days; up to ten additional days may be granted through pre-approval by the Superintendent.
Middle & H.S. Guidance Counselor(s)	20 Days
Sr. High Marching Band	10 Days (advance approval by Supt. required)
Sr. High Marching Band Assistant	10 Days (advance approval by Supt. required)
Career Based Intervention Teachers	5 Days extended time

*Extra-duty pay for special education teachers was eliminated on August 16, 1991 and will be provided only for special education teachers employed prior to that date who have continuous service in that area.

**When an assistant coach in the Galion system becomes a head coach in the system, they will be placed at the next percentage step above where they would have been.

***The administration will meet quarterly with School Improvement Facilitators to review duties, concerns and time commitment during the first year of the program.

****The grade 5-12 Band Director and grade 6-12 Choir Director may be paid up to 10 days extended time based on student participation and attendance at district and OMEA sponsored band/music contests. The annual schedule of events will be mutually agreed upon between the members and the Superintendent by September 15. Time will be paid from a time sheet submitted upon completion of the events.

Activities that are a part of the regular marching band season are excluded from extended time.

Trade time will not be offered for grades 5-12 band and choir directors.

Elementary music teachers (k-5) will trade time during parent-teacher conferences/in-services for no more than four (4) programs per year. A minimum of two (2) hours trade

allowance will be given per program regardless of length of program with advanced approval by the building principal.

*****Any teacher teaching an advancement placement or dual enrollment course shall be paid a stipend of \$300.00 a quarter or \$450.00 a semester not to exceed \$900.00 a year.

GALION CITY SCHOOLS
ASSAULT LEAVE

NAME _____ DATE _____

SCHOOL OR DEPARTMENT _____

Assault leave has been taken in accordance with the Ohio Revised Code (ORC) 3319.143 and Article IX, Section H of the Negotiated Agreement between the Galion Board of Education and the Galion Education Association.

_____ day(s) of assault leave was/were taken beginning at

_____/_____/_____, 20____ and ending
Time Day Month Year

at ____/____/_____, 20____
Time Day Month Year

Medical attention _____ required
was/was not

If medical attention was required or if your leave was for more than five (5) days, the following information must be stated:

Name of Physician: _____

Office Address: _____

Applicant's Signature

Principal

Superintendent

The applicant is advised that such payment will not be made unless the provisions of Article IX (H) are complied with. The applicant is further advised that a written report of the incident must be prepared and presented to the building principal or immediate supervisor as soon as possible.

GALION CITY SCHOOLS

SEVERANCE PAY REQUEST FORM

NAME _____ DATE _____

BUILDING OR DEPARTMENT _____

I hereby certify that, having ten (10) or more years of public service, I elected to retire from certain teaching service effective _____ and request severance pay in accordance with Article X (C) of the Negotiated Agreement and Ohio law.

Not desiring to have my accumulated sick leave transferred to another public agency in Ohio, I hereby request Severance Pay increment under Article X, Section C of the Board-GEA Negotiated Agreement. Payment will be made within sixty (60) days of verification of the first payment from the State Teachers Retirement System.

Signature of Employee

To: Treasurer
Superintendent

BOARD OF EDUCATION
GALION CITY SCHOOL DISTRICT

NOTICE AS TO TEACHER'S SALARY

TO _____ DATE _____, 20_____

In accordance with Section 3319.12 ORC, you are hereby notified that your salary as a teacher for the school year 20_____/20_____ will be \$_____.

The salary computation found below is based on provisions of the salary schedule presently established by the Galion Board of Education.

PLEASE SIGN AND RETURN ONE (1) COPY WITHIN TEN (10) DAYS

TOTAL SALARY \$_____ (Payable in twenty-six [26] installments every two weeks.)

Schedule Placement: Column _____ Step _____
Total Credited Experience _____
Education Level _____

THE BOARD OF EDUCATION
GALION CITY SCHOOLS

Teacher's Signature

Treasurer

Date

GALION CITY SCHOOLS
SUPPLEMENTAL CONTRACT
(3319.08 RC)

This limited contract entered into by and between _____
(name)

_____ of _____,
(address)

_____, Ohio hereinafter referred to as "Teacher," and
(city)

the Galion City School District Board of Education of Crawford County, Ohio, hereinafter referred to
as "Board,"

WITNESSETH:

In addition to Teacher's regular teaching duties, said Teacher does hereby promise and agree to perform
the following duties for and in behalf of said Board: _____

_____, and further
the parties agree to abide by and maintain the policies, rules and regulations adopted by such Board and
the administration, the Negotiated Agreement between said Board and the Galion Education Association,
and the laws of the State of Ohio. Such additional duties shall be performed by Teacher during the
_____ year.

In consideration of the duties to be performed by said Teacher, the Board promises and agrees to pay
Teacher the sum of \$ _____ annually, payable as follows:

_____.

This limited contract entered into at Galion, Ohio, this _____ day of _____, 20_____.

Teacher

Galion City Board of Education

By _____
Treasurer

BOARD OF EDUCATION
GALION CITY SCHOOLS DISTRICT

TEACHER'S CONTRACT-LIMITED

An agreement entered into by and between _____
(hereinafter, Teacher) and the Board of Education of the Galion City School District (hereinafter,
Board).

WHEREAS, the Board of Education has determined it necessary to provide for
the service hereinafter set forth, has received the recommendation of the Superintendent, has
determined that the Teacher be engaged to perform such services for a period of _____
school year(s), and has authorized this contract;

NOW THEREFORE, IT IS MUTUALLY AGREED that on and after the effective
date of employment under this contract, _____, 20____, the Teacher
shall be employed in the public schools of the Galion City School District to teach in the following
area(s) _____ of _____ certification:

_____. Said Teacher
and the Board further agree to abide by and observe the rules, regulations and policies of the
Galion City Board of Education, including the Negotiated Agreement between said Board and the
Galion Education Association, and the laws of the State of Ohio.

In consideration of and for such services, said Board agrees to pay, at the office
of the Treasurer, to the Teacher the sum of \$ _____ for the 20____ -
_____ school year. It is further understood that the salary for additional school years covered by
this contract shall be in accordance with the Board adopted salary schedule and applicable state
laws.

Notice will be given annually, in accordance with Revised Code Section 3319.12,
as to the salary to be paid to the Teacher for the succeeding year.

Entered into at Galion, Ohio, this _____ day of _____, 20_____.

Date Signed

Teacher

THE GALION CITY BOARD OF EDUCATION

President

Treasurer

BOARD OF EDUCATION
GALION CITY SCHOOLS DISTRICT
GALION, OHIO

TEACHER'S CONTINUING CONTRACT

AN AGREEMENT entered into between _____
and the BOARD OF EDUCATION OF THE GALION CITY SCHOOLS of Galion, Ohio, Crawford County; the
said _____ hereby agrees to teach in the Public Schools of said
District from the date of this contract until he/she resigns, elects to retire, is retired pursuant to law, or until
contract is terminated as provided by law. Said _____
and the Board of Education further agree to abide by and maintain the rules, regulations and policies
adopted by said Board of Education, including the Board/Galion Education Association Negotiated
Agreement and the laws of the State of Ohio.

Said Teacher is employed to teach in the following area(s) of certification:

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the
office of its Treasurer, to the said _____ the sum of
\$ _____ for the 20_____/20____ school year. The salary for each
following school year shall be as set forth on the "Notice as to Teacher's Salary" which shall be in
accordance with the Board adopted salary schedule and appropriate state laws.

NOTICE WILL BE GIVEN ANNUALLY, in accordance with Revised Code Section 3319.12, to each
teacher who holds a contract valid for the succeeding school year.

Entered into at Galion, Ohio, this _____ day of _____, 20_____.

Date Signed: _____
Teacher

FOR THE BOARD OF EDUCATION

President

Treasurer

GRIEVANCE REPORT FORM
STEP I

Grievance # _____ Distribution of Form:
1. Superintendent
2. Immediate Supervisor
3. Association Grievance Chairperson
4. Grievant

BUILDING ASSIGNMENT NAME OF GRIEVANT DATE FILED

A. Position of Grievant (set forth section or sections of agreement claimed to be involved) (Date cause of Grievance occurred) _____

B. Relief Sought

Signature

Date

C. Date received by Immediate Supervisor _____

D. Disposition

Signature

Date

GRIEVANCE REPORT FORM
STEP III

Grievance # _____

Distribution of Form:

1. Arbitrator
2. Board of Education
3. Association Grievance Chairperson
4. Grievant

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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A. Position of Grievant _____

B. Relief Sought _____

Signature Date

C. Date received by Treasurer of Board of Education _____

D. Disposition by Arbitrator _____

Signature Date

WAIVER OF REPRESENTATION RIGHTS

By my signature, I hereby state that I choose not to be represented by the Galion Education Association or a GEA representative or other Association representative in any grievance initiated on _____ concerning
(date)

I hereby give notice to the Board and to the Association of this choice.

Signature Date

GALION CITY SCHOOLS

NOTIFICATION FOR USE OF ASSOCIATION BUSINESS DAYS

NAME _____ DATE _____

SCHOOL OR DEPARTMENT _____ NUMBER OF DAYS REQUESTED _____

In accordance with the Agreement, I hereby request Association Leave beginning

_____ A.M.
P.M. _____
Month Day Year

and ending _____ A.M.
P.M. _____
Month Day Year

Signature of Applicant _____

Signature of Principal/Immediate Supervisor _____

Association President Date

Superintendent Date

Distribution of Copies:

- Applicant
- Association President
- Treasurer
- Superintendent
- Principal

TEACHER PERFORMANCE EVALUATION RUBRIC
AND OTES EVALUATION FORMS

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
INSTRUCTIONAL PLANNING	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	Evidence				

Instruction and Assessment				
	Ineffective	Developing	Proficient	Accomplished
RESOURCES (Standard 2: Content; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
Evidence				

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment					
INSTRUCTION AND ASSESSMENT	ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)	Ineffective	Developing	Proficient	Accomplished
		<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Professionalism		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

Self-Assessment Summary Tool

Name _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Date _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center"><u>Annual Focus</u></p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center"><u>Date</u> Record dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u> supports needed, resources, professional development</p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><i>Goal 1: Student Achievement/Outcomes for Students</i></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

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Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____

Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance
		Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

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Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Informal Observation: General Form

Teacher Name: _____ Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards: 58%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/refinement:</i>				
Student Growth Data: 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

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Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____
 Evaluator Signature _____ Date _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
 Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

NON-OTES EVALUATION FORMS A-E

Non-OTES Evaluation Form
Teacher Pre-observation/Post-observation Form

Teacher _____ School _____ Evaluator _____

Specific Lesson _____ Subject/Class _____ Date _____

PLANNING AND PREPARATION – DOMAIN I

What are the goals of the lesson (1b)?

What are the materials/resources to be used (1c & 1d)?

Will the instruction link post content, current content, and future content (1a)?

How do you differentiate instruction to meet the needs of all the learners (1b)?

How and when do you plan to evaluate student learning (1e)?

Teacher Pre-observation/Post-observation Form

Date _____

PROFESSIONAL RESPONSIBILITY – DOMAIN 4

To what extent did students learn what you intended and how do you know that (4a)?

If you were to teach this class again, what would you do differently (materials/resources, content, methods) (4a)?

Did you depart from anything you planned to do this class period? If so, when and why (4a)?

How will you use the information students' evaluation to plan future instruction (4a)?

What evidence can you provide that you:

- a) Maintain accurate records (4b)
- b) Communicate with families (4c)
- c) Take initiative in meeting professional responsibilities (4d)
- d) Participate in professional growth, both with and beyond the district (4c)

**Non-OTES Evaluation Form
Galion City Schools – Cycle Teacher Evaluation Instrument**

Teacher _____ School _____ Evaluator _____

Specific Lesson _____ Subject/Class _____ Time _____ Date _____

Specific Lesson _____ Subject/Class _____ Time _____ Date _____

Exceed Expectations	Meets Expectations	Needs Improvement	Not Applicable	Areas of Evaluation	Observation One	Observation Two
				Knowledge of characteristic of age group		
				Knowledge of students' varied approaches to learning		
				Knowledge of students' interest and cultural heritage		
				Value		
				Clarity		
				Suitability for diverse students		
				Balance		

Exceed Expectations	Meets Expectations	Needs Improvement	Not Applicable	Areas of Evaluation	Observation One	Observation Two
				Knowledge of content		
				Knowledge of prerequisite relationships		
				Learning Activities		
				Instructional materials and resources		
				Instructional groups		
				Lessons and Unit Structure		
				Resources for teaching		
				Resources for students		
				Congruence with instructional goals		
				Criteria and standards		
				Use for Planning		
Summary/Recommendation 1:						
Summary/Recommendation 2:						

Exceed Expectations	Meets Expectations	Needs Improvement	Not Applicable	Areas of Evaluation	Observation One	Observation Two
				Teacher interaction with students		
				Student interaction		
				Importance of the content		
				Student pride in work		
				Expectations for learning and achievement		
				Management of instructional groups		
				Management of transitions		
				Management of materials and supplies		
				Performance of non-instructional duties		
				Supervision of volunteers and paraprofessionals		
				Expectations		
				Monitoring of student behavior		
				Response to student misbehavior		

Exceed Expectations	Meets Expectations	Needs Improvement	Not Applicable	Areas of Evaluation	Observation One	Observation Two
				Safety and arrangement of furniture		
				Accessibility to learning and use of physical resources		
Summary/Recommendation 1:						
Summary/Recommendation 2:						
				Directions and procedures		
				Oral and written language		
				Representation of content		
				Activities and assignments		
				Grouping of students		
				Instructional material and resources		
				Structure and pacing		

Exceed Expectations	Meets Expectations	Needs Improvement	Not Applicable	Areas of Evaluation	Observation One	Observation Two
				Quality of questions		
				Discussion techniques		
				Student participation		
				Quality, accurate, substantive, constructive, and specific		
				Timeliness		
				Lesson adjustment		
				Response to students		
				Persistence		
Summary/Recommendation 1:						
Summary/Recommendation 2:						

Exceed Expectations	Meets Expectations	Needs Improvement	Not Applicable	Areas of Evaluation	Observation One	Observation Two
				Accuracy		
				Use in future teaching		
				Student completion of assignments		
				Student progress in learning		
				Non-instructional records		
				Information about the instructional program		
				Information about individual students		
				Engagement of families in the instructional program		
				Participation in school and district projects		
				Decision making		
				Attendance and Punctuality		

Exceed Expectations	Meets Expectations	Needs Improvement	Not Applicable	Areas of Evaluation	Observation One	Observation Two
				Enhancement of Developing Professionally		
				Service to the profession		
				Relationships with colleagues		
Summary/Recommendation 1:						
Summary/Recommendation 2:						

Evaluator's Comments:

This conference was held within 7 days because of noted deficiencies requiring the development of a plan for improvement.

Teacher's Comments:

Signature of Evaluator _____

Date _____

Signature of Teacher _____

Date _____

Note: Your signature denotes that you have received a copy of this report but it does not necessarily indicate agreement. If you believe any portion is not accurate, please state your concern in writing to the evaluator.

NON-OTES EVALUATION FORM
GALION CITY SCHOOLS – TEACHER EVALUATION PROCESS

DOMAIN I: PLANNING AND PREPARATION			
COMPONENT			
1a. Demonstrating knowledge of content and designing coherent instruction	The teacher does not explain how the content of this lesson relates to the content of previous or future lessons.	The teacher accurately explains how the content of this lesson relates to the content from both previous lessons or what will follow in future lessons.	The teacher accurately explains how this content relates to what came before it or what will follow in future lessons and why this sequence is logical in terms of the larger learning goals of the discipline.
1b. Demonstrating knowledge of content	The teacher demonstrates a lack of understanding of why it is important to become familiar with students' background experiences, does not know how to find this information and lacks familiarity with students' background experiences.	The teacher demonstrates some understanding of why it is important to become familiar with students' background experiences, describes one procedure used to obtain this information, and has some familiarity with the background knowledge and experiences of students.	The teacher demonstrates a comprehensive understanding of why it is important to become familiar with students' background experiences, describing several procedures used to obtain this information, and demonstrates a clear understanding of students' background knowledge and experiences.
1c. Selecting instructional goals	The teacher's goals are stated only as instructional activities, not learning outcomes or the learning goals are not clear or appropriate for the students.	The teacher's goals are stated in terms of student outcomes appropriate for this particular group of students.	The teacher's goals are stated as differentiated learning outcomes with a thoughtful explanation of why they are appropriate for groups or individual students or teacher's goals are stated in terms of students' outcomes appropriate for the whole class, groups, or individuals with an acceptable explanation of how and to what extent goals are appropriate.
1d. Demonstrating knowledge of resources	The teacher chooses methods, activities, or materials that are not related to the lesson goals or are clearly not appropriate for the students.	The teacher chooses methods, activities, and materials that are aligned with the goals of the lesson and that are developmentally appropriate.	The teacher chooses methods, activities, and materials that are aligned with the lesson goals and are differentiated to meet the diverse needs of students or the teacher provides an explanation for why a single method or activity is appropriate for all students.
1e. Assessing student learning	The teacher's approach to evaluation is not systematic or is not appropriately aligned with instructional goals or appropriate to the students.	The teacher's evaluation plan is systematic, designed to evaluate student learning that is aligned with lesson goals and appropriate to the students.	The teacher's systematic plan for evaluating student learning is aligned with lesson goals and appropriate to the students. It describes how the results of the evaluation will be used for planning future instruction.

GALION CITY SCHOOLS – TEACHER EVALUATION PROCESS

DOMAIN 2: THE CLASSROOM ENVIRONMENT			
COMPONENT			
2a. Creating an environment of respect and rapport	Classroom interactions, either between teacher and students or among students shows no evidence of respect and rapport.	All classroom interactions reflect a sense of respect and any obviously disrespectful behavior among students is not acceptable.	All classroom interactions promote respect among students is actively encourage.
2b. Establishing a culture for learning	The teacher's learning expectations for individuals, for groups within the class, or for the class as a whole, are very low.	The teacher's learning expectations for individuals, for groups within the class, or for the class as a whole, communicate that each student is capable of achievement.	The teacher's learning expectations are challenging, but achievable and suitable for individuals and groups of students. The teacher actively encourages students to meet these learning goals.
2c. Managing student behavior	Standards for appropriate classroom behavior either do not exist, are inappropriate, are not enforced, or the teacher's response to disruptive behavior does not demonstrate respect for the students.	Standards for appropriate classroom behavior are in place; disruptive behavior is handled in a respectful way or does not occur.	Standards for appropriate behavior are in place; student behavior is consistently appropriate or disruptive behavior is successfully handled in an effective and respectful way.
2d. Organizing physical space	The teacher makes poor use of the physical environment, resulting in either unsafe or inaccessible conditions or an interference with learning activities.	The physical environment is safe and does not interfere with learning activities.	The teacher uses the physical environment as a response to support learning activities. The classroom is safe and learning is accessible to all students, regardless of the level of control the teacher has over the physical setting.

GALION CITY SCHOOLS – TEACHER EVALUATION PROCESS

DOMAIN 3: TEACHING FOR STUDENT LEARNING			
COMPONENT			
3a. Communicating clearly and accurately	Students are presented no information, confusing information, or inaccurate information about the learning goals or the instructional procedures for the lesson.	Students are presented clear and accurate information about the learning goals and the instructional procedures. Most of the students seem to understand.	Students are presented clear and accurate information about the learning goals and the instructional procedures. Students seem to fully understand the learning goals. The teacher ensures that all students, including those who may initially have trouble, understand and can carry out the instructional procedures for the lesson.
3b. Engaging students in learning	The content appears to be incomprehensible to the students or the lesson contains substantive inaccuracies.	The content is accurate and appears to be comprehensible to the students.	The content is accurate and appears to be comprehensible to the students. As a whole, the lesson has a logical and coherent structure.
3c. Using questioning and discussion techniques	Students are either discouraged to think independently, creatively, or critically or are not encouraged to extend their thinking.	Students are encouraged to think independently, creatively, or critically in the context of the content being studied.	Activities or strategies used are specifically designed to actively encourage students to think independently, creatively, or critically about the content being taught.
3d. Providing feedback to students	The teacher makes no attempt to determine whether students are understanding and gives them no feedback.	The teacher monitors the students' understanding of the content. The students receive feedback as necessary.	The teacher monitors individual students or groups of students' understanding of the content and makes appropriate instructional adjustments if necessary. If appropriate, students receive substantive and specific feedback.
3e. Demonstrating flexibility and responsiveness	Substantial amounts of instructional time are spent on activities of little instructional value or the pacing of the lesson is inappropriate to the content and/or the students.	The pacing of the lesson is appropriate for most of the students. Non-instructional procedural matters do not occupy an excessive amount of time.	The teacher provides students with activities or instructional value for the entire lesson or learning activity and paces them appropriately. Any necessary non-instructional procedures are performed efficiently.

GALION CITY SCHOOLS – TEACHER EVALUATION PROCESS

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES			
COMPONENT			
4a. Reflecting on teaching	The teacher cannot accurately identify the strengths and weaknesses of the lesson in relation to the learning goals or how the experience of teaching this lesson could be used in instruction.	The teacher accurately describes the strengths and weaknesses of the lesson in relation to the learning goals; in general terms, the teacher describes how the experience of teaching this lesson could be used in future instruction and makes suggestions about how the lesson may be improved.	The teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals. Citing many specific examples offering specific alternative actions and weighing the relative strength of each.
4b. Maintaining accurate records	The teacher's system for maintaining information on student completion of assignments and student progress is in diary or marginally effective. The teacher's records for non-instructional activities are inadequate, resulting in errors, confusion, and requiring frequent monitoring. Required reporting forms (i.e., interims, grade cards, scan sheets, etc.) are not completed on time. Substitute teacher instructions are inadequate.	The teacher's system for maintaining information on student completion of assignments and student progress is effective. The teacher's system for maintaining information on non-instructional activities is also effective. All required forms are completed on time and substitute teacher instructions are adequate.	The teacher's system for maintaining information on student completion of assignments and student progress is fully effective. Students participate in the maintenance and interpretation of records. The teacher's system for maintaining information on non-instructional activities is fully effective. Required forms are well documented with other supporting evidence. Substitute teacher instructions are exemplary.
4c. Communicating with families	The teacher makes no or little attempt to communicate with parents or guardians about the instructional progress or individual student needs, even when communication is clearly needed.	The teacher provides frequent information to parents or guardians about the instructional program and student progress. The teacher is available as needed to respond to parent concerns and makes efforts to engage families in the instructional program.	The teacher provides frequent information to parents or guardians about the student progress. Students participate in preparing materials for their families. Response to parent concerns is handled with great sensitivity. Teacher efforts to engage families in the instructional program are frequent and successful.

GALION CITY SCHOOLS – TEACHER EVALUATION PROCESS

DOMAIN 4 CONT'D: PROFESSIONAL RESPONSIBILITIES			
COMPONENT			
4d. Contributing professionally to the district	The teacher avoids or seeks little involvement in school and district projects. The teacher makes decisions based on self-serving interests or on limited professional consideration. The teacher does not establish a pattern of being dependable by being punctual and does not attend required meetings. The teacher does not accept responsibility for building duties in addition to teaching assignments.	The teacher participates and contributes in school and district projects. The teacher establishes a pattern of being dependable by being punctual and attends required meetings. The teacher maintains an open mind and participates in team or departmental decision making. The teacher accepts responsibility for building duties in addition to teaching assignments.	The teacher participates in school and district projects, making a substantial contribution by assuming a leadership role. The teacher makes decisions based on highest professional standards. The teacher takes a leadership role in improving building duties and helps to ensure the school environment is safe and roles are clearly defined in addition to teaching assignment.
	4e. The teacher engages in little or no professional development activities to enhance knowledge and makes no or little attempt to share knowledge with others.	The teacher seeks out opportunities for professional development to enhance content knowledge. The teacher participates actively in assisting other educators.	The teacher initiates important activities to contribute to the profession and makes a systematic attempt to grow professionally.

**Non-OTES Evaluation Form
Professional Development Proposal**

Complete Proposal portion of this document and submit to your administrator two weeks prior to expected response and no later than January 15.

1. How will this professional development experience relate to your professional growth or your individual Professional Development Plan?

2. How will this professional development experience:

Improve your student's achievement?

Help meet your building level goals?

Help meet your district level goals?

Increase involvement and support from your community?

Teacher Signature _____ Date _____

Administrator Signature _____ Date _____

Activity _____

**GALION CITY SCHOOLS
NON-OTES EVALUATION FORM
TEACHER EVALUATION SUMMARY & RECOMMENDATION**

To: Superintendent of Schools

From: _____

Date: _____

Teacher's Name: _____

Teacher's Assignment: _____

The above named teacher:

1. is on year _____ of a _____ year contract or _____ continuing contract.
2. is on Cycle I _____ Performance Review
Cycle II _____ Professional Development/Reflection
3. _____ Recommend for renewal and/or continue in present contract.
_____ Recommend to be placed on Cycle I PERFORMANCE REVIEW
next year.
_____ Recommend non-renewal of present contract.

Administrator Signature

Date

Employee Signature

Date

GALION CITY SCHOOLS

APPLICATION FOR SICK LEAVE FROM SICK LEAVE POOL (SLDS)

Date Initiated _____

I, _____, request approval of _____ days
(Employee's Full Name)

sick leave from the sick leave pool. I will be absent on the following days:

Signed _____

(The applicant must present a physician's certificate indicating an absence due to a single illness or accident that will last, or exceed twenty (20) consecutive days.)

I do hereby approve _____, not approve _____, the above sick leave pool request.

Date _____ Signed _____
Association President

I do hereby approve _____, not approve _____, the above sick leave pool request.

Date _____ Signed _____

NOTICE OF
ELECTION TO WAIVE
HEALTH INSURANCE COVERAGE

_____ hereby notifies the Galion Board of Education of his/her intent to waive their health insurance in exchange for \$750.00. It is understood that employees electing this waiver of insurance agree to remain out of the Board's insurance plan for at least one full year. It is further understood that in the event the employee loses his/her other insurance coverage due to circumstances beyond his/her control, he/she can apply to re-enroll in the Board's insurance plan in less than one year's time. Employees re-admitted in less than one year's time shall receive a prorated share of the \$750.00.

This notice is due in the Treasurer's Office by September 15 of each year.

Payment for the waiver will be made by November 1 of the year following non-participation.

Employee's Signature

Treasurer's Approval

Date

Date

GALION CITY SCHOOLS
Compensatory Leave Notification

NOTIFICATION FORM

Date Initiated _____

A. I, _____, give notice of compensatory leave time of
(Employee's Full Name)
_____ day(s).

B. This leave will cause or has caused me to be absent from my assigned duties on the following day (or days):

(Give dates)

Signed _____

For Treasurer

Sick Days used	_____
Personal Days used	_____
Professional Days used	_____
Visitation Day used	_____
Days Without Pay used	_____
Compensatory Days used	_____

Date

Principal or Supervisor

Date

Superintendent

Copies: Applicant _____
Principal _____
Treasurer _____