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**MASTER AGREEMENT**

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**BETWEEN THE**

**GARFIELD BOARD OF EDUCATION**

**AND THE**

**GARFIELD EDUCATION ASSOCIATION**

**July 1, 2015 – June 30, 2018**

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**ARTICLE 1. RECOGNITION**

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

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

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

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

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

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

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

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

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

**ARTICLE 2. NEGOTIATIONS PROCEDURE**

**A. INITIATION**

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

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

B. NEGOTIATIONS SESSIONS

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

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

C. AGREEMENT

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

D. DISAGREEMENT

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

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

E. NO REPRISAL

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

F. AMENDMENTS

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

**ARTICLE 3. INDIVIDUAL RIGHTS**

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

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

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

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

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

#### Online Grade System

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

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

is appropriate at a time. Each time a student is removed to the office, the teacher shall notify an administrator prior to, or at the time of removal. In the absence of an administrator, the teacher shall notify the Office.

- M. The Board and teachers agree that teachers share responsibilities for the supervision of students during the entire time students are at school. Teachers are encouraged to supervise the area outside his/her classroom during passing time, especially in emergencies.
- N. Teachers are encouraged to attend meetings and functions outside the school day, but they are not required to do so except in a clear emergency.

O. ACADEMIC FREEDOM

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

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

**ARTICLE 4. ASSOCIATION RIGHTS**

**A. GENERAL ASSOCIATION RIGHTS**

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

**B. ASSOCIATION BUILDING RIGHTS**

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

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

#### **ARTICLE 5. GRIEVANCE PROCEDURE**

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

1. A "grievance" shall be defined as a claim by an employee or the Association that there has been a misapplication or misinterpretation of this Master Agreement. All such claims shall cite the specific Article involved.
2. The "purpose" of the grievance procedure is to secure, at the lowest possible level, acceptable solutions to grievances.

3. The "grievant" shall be defined as an employee, group of employees, or the Association, who have a grievance.
4. "Days" used in reference to limitations shall refer to school calendar days actually worked, except during the summer recess when days will refer to calendar days.
5. A "class action" (group) grievance may be filed by the Association in regard to Master Contract violations.
6. This grievance procedure shall not be used for grievances involving teachers vs. teachers.

B. GENERAL PRACTICE

1. Time limits are maximum, and must be adhered to unless the parties are in mutual agreement to extend. In cases of grievances at the end of the school year, the time limits will be altered as mutually agreed upon by both parties.
2. At any level, a grievance, or claim, may be withdrawn by the aggrieved party without prejudice. The record may be kept by the Treasurer for a period of twelve (12) months, but then shall be expunged. Failure of the Board or the Administration to act within the required time limits, permits the grievance to go to the next step.
3. Copies of all written decisions or communications shall be made in triplicate and sent to the involved parties at the respective level.
4. Reprisals will not be taken by or against any involved parties for reason of said participation. Nothing in this procedure shall be construed to limit the rights of (an) individual(s) as provided by law. The grievance procedure shall not be used in a malicious manner.
5. Upon resolution of the grievance, all materials regarding the nature of the grievance shall be entrusted to the Treasurer to be placed in a separate file.
6. All grievances shall be filed at the lowest possible level, which means that level of the procedure at which the administrator deciding the grievance has the authority to make a resolution.
7. The Association has the option to withdraw its support at any time, provided the grievant is informed in writing prior to filing at the subsequent level. However, the grievant may continue the step, and assume all costs of arbitration.

8. If a grievance is not lodged within forty (40) days following the act, completion of the act or completion of the condition which is the basis of said grievance, or from the date the employee was aware or when it can be reasonably assumed that the employee or Association should have been aware of the violation, said grievance shall no longer exist.

C. INFORMAL PROCEDURE

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

D. FORMAL PROCEDURE

1. LEVEL ONE

If the discussion does not resolve the grievance to the satisfaction of the bargaining unit member, such member of the bargaining unit shall have the right to lodge a written grievance with such bargaining unit member's Principal or Immediate Supervisor, within ten (10) days of the Principal's or Immediate Supervisor's response. The written grievance shall be on a standard form supplied by the Board (Appendix B) and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision. A copy of such grievance shall be filed with the Association and the Superintendent. The grievant shall have a right to a hearing before the Building Principal or Immediate Supervisor. Such hearing shall be conducted within five (5) days after the receipt of such request. A good faith effort will be made to schedule this meeting at a mutually beneficial time. The hearing will not take place outside of the bargaining unit member's regular workday and a good faith effort will be made to limit the disruption to the bargaining unit member's class schedule. The bargaining unit member shall have the right to be represented at such hearing by counsel or by an Association representative. The Building Principal or Immediate Supervisor shall take action on the written grievance within five (5) days after the conclusion of said hearing. The action taken and

the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association, and the Superintendent.

2. LEVEL TWO

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

3. LEVEL THREE

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

4. LEVEL FOUR

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

**ARTICLE 6. COMPLAINT PROCEDURE**

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

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

made within fifteen (15) days from the time the parent became aware of the event.

2. Channels for Further Complaints

- a. If such conferences do not lead to understanding and resolution of the problems involved, a parent may pursue further action by submitting a complaint against the bargaining unit member in writing, within ten (10) working days of the informal contact(s), to the Principal or Immediate Supervisor. The member of the bargaining unit may request in writing, to the complainant that the complainant file a written complaint or the matter shall be considered closed. The Principal or Immediate Supervisor shall give a copy of the bargaining unit member's request to the parent(s).
- b.
  - (1) Signed community complaints, should be on the complaint form and should clearly and concisely state the problem which has arisen, and be signed with the address and telephone number. The complaint form will include the procedural guidelines which are to be followed by the complainant.
  - (2) Unless clearly documented as to accuracy and relevance by the Administration, community complaints shall not be placed in the personnel file.
  - (3) Anonymous complaints shall be disregarded and not be used.
- c. The affected bargaining unit member shall be given a copy of any written complaint within two (2) working days of the Administration's receipt of the complaint except under extenuating circumstances. The affected bargaining unit member's copy of the form shall exclude the address and telephone number.
- d. If requested by the complainant or the bargaining unit member, a meeting involving the bargaining unit member, the Principal or Immediate Supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint. The meeting should be held within ten (10) working days of the complaint form being received by the Principal or Immediate Supervisor.
- e. If it is not resolved at that level, it may be appealed to the Superintendent. The appeal to the Superintendent must be made within ten (10) working days after the response of the Principal and/or Immediate Supervisor. The meeting with the Superintendent should be held within five (5) working days after notice of appeal.

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

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

- A. The Garfield Education Association offers its full support of the Student-Teachers' Program and will, upon request, aid in the implementation of or in finding solutions to any unanticipated problems connected with this program.
- B. Policies established by the cooperating university shall be followed in the implementation of the Student-Teachers' Program. When a discrepancy occurs among policy(ies), it is understood that this Agreement prevails for members of the bargaining unit.
- C. If there should be a conflict of personalities, or for other reasons as determined by the Supervising Teacher, between the Supervising Teacher and Student-Teacher, the Supervising Teacher, through the Superintendent, may recommend to the cooperating university that the Student-Teacher be transferred. Such a recommendation shall in no way be used in an adverse appraisal of the Supervising Teacher.
- D. The Student-Teacher shall not be used as a substitute teacher.
- E. A teacher should have two (2) years of teaching experience with James A. Garfield Schools to be a supervising/cooperative teacher.

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

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

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

1. Qualified teachers interested in supervising a student teacher will sign the Student Teacher Placement Form in the office before February 1. Once on the list, a teacher will remain on the list for three years. Signing the form only indicates a teacher's interest in considering supervising a student teacher.
  2. Teachers on the list will be notified by the principal when the placement of a student teacher is requested by a college or university. Teachers on the list whose certification match the student teacher's needs will contact the student teacher and arrange an interview. The purpose of the interview meeting is to ensure that a student teacher is placed in a setting where he/she will have a positive and successful teaching experience. Those teachers who participated in the interview will decide which host teacher is an appropriate placement.
  3. An interview will be conducted even if there is only one teacher available for a placement. It is our intent that no student teacher be placed in our district without first meeting potential supervising teachers.
  4. Qualified supervising teachers acknowledge the significant role that they play in a student teacher's experience. Supervising teachers must be willing to mentor and meet regularly with student teachers to discuss lesson planning, strengths and weaknesses of lessons, classroom management and essential non-instructional tasks. In addition, the supervising teacher will help his/her students to successfully transition to the student teacher.
- F. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be paid by the district the amount received from the college/university for those services rendered. The district will treat the payment to the Supervising Teacher as a stipend where all deductions according to law are withheld and dispersed accordingly.

**ARTICLE 8. TEACHER CONTRACTS**

**A. INDIVIDUAL CONTRACTS, REGULAR**

**1. Limited Contracts**

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

**B. INDIVIDUAL CONTRACTS, CONTINUING**

1. A continuing contract is a contract which shall remain in effect until the bargaining unit member resigns, elects to retire or is retired pursuant to ORC 3307.37, or until it is terminated or suspended; and shall be granted only to bargaining unit members holding professional, permanent, or life certificates.
2. Bargaining unit members eligible for continuing service status in any school district shall be those bargaining unit members qualified as to certification who, within the last five (5) years, have been employed for at least three (3) years in the District; and those bargaining unit members who, having attained continuing contract status elsewhere, have served two (2) years in the District; but the Board, upon recommendation of the Superintendent, may, at

the time of employment or at any time within such two-year period, declare any of the latter bargaining unit members eligible.

3. Upon the recommendation of the Superintendent that a bargaining unit member eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and such bargaining unit member unless the Board, by a three-fourths (3/4) vote of its full membership, rejects the recommendation of the Superintendent. The Superintendent may recommend reemployment of such bargaining unit member, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two (2) years; provided that written notice of the intention to make such recommendation has been given to the bargaining unit member, with reasons directed at the professional improvement of the teacher, on or before the thirtieth (30<sup>th</sup>) day of April; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the bargaining unit member, on or before the thirtieth (30<sup>th</sup>) day of April; but, upon subsequent reemployment, only a continuing contract may be entered into. If the board of Education does not give such bargaining unit member written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two (2) years before the thirtieth (30<sup>th</sup>) day of April, such bargaining unit member is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. Such bargaining unit member is presumed to have accepted employment under such continuing contract, unless he/she notifies the Board in writing to the contrary on or before the first day of June; and a continuing contract shall be executed accordingly.
4. A bargaining unit member eligible for continuing contract status, employed under an additional limited contract for not to exceed two (2) years pursuant to written notice from the Superintendent of his/her intention to make such recommendation, is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the appropriate salary schedule; unless the employing Board, acting on the Superintendent's recommendation as to whether or not the bargaining unit member should be reemployed, gives such bargaining unit member written notice of its intention not to reemploy him/her on or before the thirtieth (30<sup>th</sup>) day of April. Such bargaining unit member is presumed to have accepted employment under such continuing contract unless he/she notifies the Board in writing to the contrary on or before the first day of June; and a continuing contract shall be executed accordingly.
5. The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in this Section, or the failure of the Board to give such bargaining unit member a written notice pursuant to this Section, shall not prejudice or prevent a bargaining unit member from being deemed

reemployed under either a limited or continuing contract, as the case may be, under provisions of this Section.

6. Tutors employed by the Board for regular teaching positions shall be issued a limited contract as per Section A of Article 8 and shall be treated as a newly-hired teacher for contract purposes and placement on the teacher's salary schedule.

C. INDIVIDUAL CONTRACTS, SUPPLEMENTAL

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

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

**ARTICLE 9. APPRAISAL PROCEDURE**

The evaluation procedure, beginning with Section A below, shall be used to evaluate the performance of non-OTES bargaining unit members. Bargaining unit members who are subject to the OTES evaluation requirements shall be evaluated in accordance with the Memorandum of Understanding regarding OTES contained in Appendix W of this Master Agreement.

A. METHODS

1. The building principal shall be the primary person charged with observation and appraisal.
2. Observations may be preceded by a pre-conference which shall be at least two (2) school days prior to such observation. In the case of no pre-conference, forms stated in Sections F.2., F.3. and F.5., below, will not be used. At least one (1) pre-conference is required for beginning teachers or teachers whose contracts are expiring.
3. All classroom observations shall be a minimum of thirty (30) minutes or one (1) class period, whichever is longer.
4. All observations shall be conducted openly, with the observer visible to the teacher.

5. The forms to be used in observation, appraisal, special appraisal, and December and April Reports shall be offered to each teacher with an explanation of the procedure to be used by the Building Principal prior to September 30<sup>th</sup> of each school year and prior to any observation, appraisal, etc.
6. The teacher shall have the right of rebuttal and attachment to any forms used in this process.
7. The teacher and the Administration shall have the right of representation of their choice at any pre-conference, post-conference, or any other meeting with the Administration.
8. The teacher's signature on any of the forms indicates only that the teacher has read and received a copy of the form; the teacher's signature does not necessarily indicate agreement with the contents of the document.
9. No report, letter or notation will be placed in a teacher's file without providing a copy of the report, letter or notation to the teacher. A teacher shall be given a copy of any item which denotes job performance within three (3) school days of knowledge of the item by the Administration or Board.
10. The performance of all teachers shall be based upon the observation guide and shall acknowledge the strengths (commendations) of the teacher appraised, as well as deficiencies, if any.
11. The appraisals, observations, attachments, special appraisals, and December and April reports shall be signed by the building principal.
12. This appraisal procedure and the forms included herein shall be adhered to unless the parties mutually agree to the amendment of the process or procedure.
13. Documents
  - a. The teacher or the Building Principal shall have the right to indicate observation, appraisal documents in the personnel file which either and/or both believe to be obsolete or otherwise inappropriate for continued retention. After mutual agreement of the teacher and the Principal and/or designee(s) and/or successor(s), such material may be removed from the personnel file and destroyed.
  - b. Appraisals, observations, criticism reports, and/or December and April Reports developed in the beginning teacher cycle, expiring limited contract cycle shall be destroyed when the teacher reached multi-year

contract status or at the end of three (3) years, whichever comes first, with the approval of the Superintendent.

- c. Appraisals, observations, special appraisals, and/or December and April Reports developed prior to continuing contract status shall be destroyed upon attaining continuing contract status, with the approval of the Superintendent.
- d. Appraisals, observations, deficiency reports, and March Reports for teachers on continuing contract status shall be destroyed or maintained every three (3) years at the request of the teacher, with the approval of the Superintendent.
- e. In such instance(s), all documents and attachments shall be destroyed in a like manner.

B. REGULAR APPRAISAL CYCLE

1. Beginning Teacher

- a. There shall be special assistance given to each beginning teacher by the Administration through orientation which includes familiarization with the building, the District, the Agreement, applicable Board Policy, and the Building Procedures.
- b. There shall be a review by the Building Principal through pre- and post-observation conference(s) and regular appraisal cycle observation(s) and December and April report.
- c. The Teacher Self-Help Questionnaire must be completed.
- d. The December report shall be completed by December 1 and the April report shall be completed by April 1; with at least one (1) observation completed prior to each of the December and April Reports.

2. Limited Contract

- a. This Section shall be used for persons who:
  - (1) Are on a one-year limited contract.
  - (2) Are in the last year of a multi-year limited contract.
  - (3) Are up for a continuing contract.

(4) Had a special appraisal the previous year.

(5) Request it.

b. The Teacher Self-Help Questionnaire should be completed.

c. There shall be at least one (1) Regular Appraisal Cycle observation prior to December 1; and, if requested by the teacher or the Administration, at least one (1) more regular appraisal cycle observation between December 1 and April 1.

4. Continuing Contract

a. There shall be at least one (1) regular appraisal cycle observation not less than every three years and every year as mutually agreed upon by the teacher and the principal.

b. If the teacher and/or the Principal request a second improvement cycle observation, it will be accomplished.

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

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

D. SPECIAL APPRAISAL CYCLE

1. When a Building Principal has reasonable belief that a teacher's performance may be seriously unsatisfactory, the Building Principal shall resort to the special appraisal cycle.

2. Special Appraisals shall be instituted after regular cycle appraisals and either the December or April Reports indicate documented deficiencies.

3. Special Appraisal, following the receipt of documented deficiencies, shall be preceded by a notice of special appraisal and a pre-observation conference. A form for Special Appraisal (Appendix N) and Statement of Deficiency as noted (Appendix O), shall be completed for each appraisal. A completed copy shall be given to the teacher where all documented deficiencies, specific

recommendations regarding any improvements needed in the performance of the teacher being appraised and regarding the means by which the teacher may obtain assistance in making such improvement, shall be given to the teacher within five (5) days of the observation or a post-observation conference which follows the Special Appraisal observation.

4. Special appraisals shall end in completion of a Special Appraisal Form(s) (one per deficiency), if necessary, at a conference with the teacher where all documented deficiencies, specific recommendations regarding any improvements needed in the performance of the teacher being appraised and regarding the means by which the teacher may obtain assistance in making such improvement, shall be noted on these forms.
5. The intent of this procedure is to assist the teacher in improving his/her performance and instruction.
6. Anyone appraised under a special appraisal cycle shall not be appraised under a regular appraisal cycle during that appraisal period.

E. DEFICIENCIES

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

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

1. TEACHER SELF-HELP QUESTIONNAIRE: Form should be completed as per the preceding improvement cycle. This form is voluntary and is to be kept solely by the teacher; it is recommended that this form not be shared with anyone. (APPENDIX G)
2. APPRAISAL (REGULAR CYCLE) OBSERVATION GUIDE: Form shall be used by the teacher and the observer as a guide in pre-observation conference(s), post-observation conference(s), and in-class observation(s). (APPENDIX H)
3. PRE-OBSERVATION CONFERENCE DATA: Form shall be completed by the teacher and submitted at the pre-observation conference, if one is held. This form is used for both the regular cycle appraisal and special appraisal; and shall be returned to the teacher at the end of the pre-observation conference. (APPENDIX I)
4. OBSERVATION FORM (REGULAR CYCLE): Form shall be completed and available for the post-conference for every observation in the improvement cycle. (APPENDIX J)
5. POST-OBSERVATION CONFERENCE DATA: Form shall be completed by the teacher after the observation and shared with the observer at the post-observation conference. This form is used for both regular cycle appraisal and special appraisal; and shall be returned to the teacher at the end of the post-observation conference. (APPENDIX K)
6. DECEMBER AND APRIL REPORTS: Form shall be completed for each teacher each year [or years(s) indicated in regular appraisal cycles]. Form shall be made in triplicate: teacher, Principal, personnel file. (APPENDIX L)
7. NOTICE OF SPECIAL APPRAISAL: See Section F (Special Appraisal). (APPENDIX M)
8. CLASSROOM OBSERVATION DURING SPECIAL APPRAISAL: Form is to be used only in case of a special appraisal as contained herein. (APPENDIX N)
9. STATEMENT OF DEFICIENCY: Form must be completed in the case of a needed special appraisal and shall be attached to the December and April Reports if completed. (APPENDIX O)

**G. PROVISIONS OF THIS ARTICLE SUPERSEDE THE LAW**

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

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

**ARTICLE 10. PERSONNEL AND PAYROLL FILES**

- A. The personnel file, with an inventory sheet for each certificated/licensured employee shall be maintained in the Superintendent's office. At least the following information is to be included in each file:
1. Completed Application Form.
  2. Copy of current Teaching Certificate/license.
  3. Letters of Recommendation or Reference.
  4. Teacher Appraisal documents.
- B. The payroll file, with an inventory sheet for each certificated/licensured employee, shall be maintained in the Treasurer's Office. At least the following information is to be included in each file:
1. Copy of current Teaching Certificate/License.
  2. Complete current Official Transcript.
  3. Official record of previous years of teaching or administrative experience.
  4. Official copy of discharge from military service, where applicable.
  5. Latest withholding for Federal and State Income Tax.
  6. Latest insurance status.
  7. Latest record of accumulated Sick Leave.

- C. All teachers have the right, within forty-eight (48) hours notice, to view the material in their file(s), with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file(s), the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his/her file(s).
- D. All documents included in a teacher's file(s) shall be dated and identifiable as to source.
- E. A teacher may request and shall receive one (1) copy of any item in his/her file(s), exclusive of confidential letters of recommendation or reference.
- F. Any document in the file(s) that cannot be documented as to source, accuracy, relevance, completeness, or timeliness, shall be deleted from the file by the Superintendent, acting for the Board, and no reference shall be made.
- G. The file(s) is/are to be reviewed in the Administration Office.

H. CONTENTS

No item shall be placed in the file(s) unless the bargaining unit member has received a copy of the item being placed in the file(s). In the event of an appraisal or reprimand, the bargaining unit member must sign the original to verify only that the member has received the copy. The bargaining unit member shall have the right to attach a rebuttal to the item and shall have the right to file a grievance regarding the removal of the item from the file(s).

- I. All items in the file(s) shall be treated as confidential and shall not be opened to the public except as authorized by law.
- J.
  - 1. Members of the bargaining unit shall be notified of any individual not employed as an administrative or Central Office employee who requests to review that member's file(s).
  - 2. Members of the bargaining unit shall, upon written request, receive a copy of all items reproduced for the person reviewing the file(s).
- K. There shall be no record of student performance maintained in a teacher's personnel file, which is not addressed in either the appraisal or complaint procedures.
- L. Bargaining unit members shall have the right to request, in writing to the superintendent, that disciplinary materials or materials which are critical in nature be removed after five (5) years, if there have been no documented incidences of

similar behavior. Such materials shall be removed from the personnel file and placed in a separate file.

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

##### **A. TRANSFER**

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

##### **B. OPENINGS**

The Superintendent shall notify all staff of any openings that occur so that current staff can apply. Notification of openings shall be sent via email; a mass notification system will be utilized for alert of posting sent via email. Current regular teaching staff, if certified and having applied within the five (5) day posting period shall have preference over hiring new personnel. The building principal and/or superintendent shall have the right, not obligation, to meet with the teacher applicant to discuss the expectations of the position. If two (2) or more current regular teaching staff apply for the same opening, seniority shall be the sole determining criteria, if Paragraph A.1. above, does not apply. Tutors currently employed by the Board will be guaranteed an interview for a regular teaching position.

C. ASSIGNMENTS

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

**ARTICLE 12. REDUCTION IN STAFF**

A. CAUSE(S)

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

B. ATTRITION

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

C. SUSPENSION OF CONTRACTS

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

D. NOTIFICATION

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

E. ORDER OF REDUCTION

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

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

F. PROCEDURE

1. On or before November 1 of each school year, the Superintendent shall provide every teacher with a seniority list of all the teachers in the system in their areas of certification. Teachers shall be placed on all lists for which they are certified. If requested, the Association will provide clerical assistance in developing the seniority list.
2. Consistent with the provisions of F.1., above, exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment with the aforesaid F.1., above.
3. Seniority shall be determined by the length of continuous service in the District. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:
  - a. The date of the Board meeting at which the teacher was hired; and then by

- b. The date on which the teacher submitted a completed job application. Continuous service for seniority will not start over as a result of any leave of absence.
4. Teachers selected for RIS shall immediately be placed upon a RIS List compiled from the procedures provided for above. Non-renewed or terminated teachers shall not appear on this RIS List.
5. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each person is reemployed, the Board shall notify the Association President.
6. A teacher whose contract was suspended because of a staff reduction shall, if he/she desires, be placed on the substitute list.
7. Provisions to retire early shall be made for the teacher who may wish to do so, consistent with the established State retirement policies.
8. Hourly tutors shall earn and retain seniority only within the tutor certification and shall not be placed on lists of other areas of certification during their years as tutors.

G. RECALL

1. Any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified.
2. While there are previous teachers of the District who are unemployed as a result of a Reduction In Staff and who possess the proper certification to fill any vacancy which may arise, no new teacher(s) shall be hired.
3. The Board shall give written notice of recall by registered or certified letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
4. Within ten (10) working days of the returned certificate/license of receipt of offer to return to employment, the teacher shall accept the position by replying in writing or by phone, or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on leave who are certified have been offered an opportunity in writing to return to active employment in accordance with this Article. It is the teacher's responsibility to keep his/her address current with the Board Treasurer's office.

5. Teachers returning to employment after a Reduction In Staff shall resume their previous contract status, seniority, salary, and fringe benefits.
6. If a teacher declines an offer to return or does not answer a request to return, or who has been under suspended contract for twenty-four (24) months, said teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher. However, a teacher may decline the recall if called back for less than full time. In that case, s/he shall remain on the recall list until the remainder of the twenty-four (24) months has expired.
7. Should the law change restoring reduction in force by seniority (limited contracts first, then continuing contracts by seniority within licensure area), the parties agree to bargain to agreement the effects of that change. If agreement is not reached, the parties shall seek assistance of a mediator through FMCS to mediate the differences on the issue.

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

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

**ARTICLE 14. POLICY AND RULES**

- A. On or before the opening day of school each year, the Board shall make available on the district's website the Board Policy Book and all Administration Rules and/or Regulations which affect all certified employees. The Board's website for its policies can be found at [www.garfield.sparcc.org](http://www.garfield.sparcc.org).
- B. As these policies, rules and/or regulations are revised or new ones added, the material will be updated within two (2) weeks of adoption.
- C. The Association President shall receive one (1) copy of the aforementioned and shall be provided an equal number of copies of all changes, within two (2) weeks.

The Board shall also place Board policy and policy changes on the district web site.

- D. One (1) copy of any scheduled proposed change in the Board Policy Book which affects a member of the bargaining unit shall be available to the Association President within twenty-four (24) hours after it is sent to the Board; but, in no case, no later than two (2) hours prior to the Board meeting in which the proposed policy will be discussed or acted upon (whichever is earliest). Notification of the availability is the responsibility of the Treasurer, who shall make an attempt by reasonable means to notify the Association President or Association Vice President in his/her absence.

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

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

#### **ARTICLE 16. SCHOOL DAY**

- A. The teacher working day shall be a maximum of seven (7) hours and fifteen (15) minutes for each High School and Middle School teacher and seven (7) hours for each Intermediate School and Elementary School teacher; and shall include at least a thirty (30) consecutive minute duty-free lunch for all teachers.
- B. Teachers shall have planning time during the student day at least as follows, except in emergencies:
  - 1. High School – one (1) 51-minute period per day

2. Middle School – one (1) 51-minute period per day
  3. Elementary School – 200 minutes per week
- C. It is the intent of the parties that no teacher shall lose planning time as a result of this Article and shall get no less than 10 minutes to travel between buildings except if one is traveling to a site off campus, in which case he or she shall get no less than 20 minutes.
- D. Every traveling teacher will be assigned a home base and shall get no less than 10 minutes to travel between buildings except if one is traveling to a site off campus, in which case he or she shall get no less than 20 minutes.
- E. If the parties agree that there is a need, during the term of this contract there will be a committee formed in the building affected to review the high school, middle school, intermediate school and/or elementary schedule. The committee shall be comprised of an equal number of at least four (4) members of the Association, chosen by the GEA, and four (4) members chosen by the Superintendent. If the committee can reach consensus, a recommendation will be made to the Board of Education for implementation.
- F. Teachers shall be given an opportunity to present input to the master schedule and review it upon request.

**ARTICLE 17. ANNUAL ATTENDANCE**

- A. The school year shall be a maximum of one hundred eighty-four (184) days and one hundred eighty-five (185) days for new hires, which will include:
1. One hundred eighty (180) student contact days, less Parent-Conference Days. Any full calamity days in excess of 32.5 hours, or the equivalent hours in each school, will be made up with students.
  2. Four (4) teacher work days will be as follows: two will be prior to the opening of the student school year, one at the end of the first semester and the last day of the work year. It is understood that approximately half of the time will be used for staff development, except for the last day. New hires shall have an additional day prior to the opening of the student school year and shall be paid at his/her per diem rate.
- At least one teacher from each building will volunteer to serve on the staff development committee with the principal.
3. Presidents' Day is a non-paid vacation day.

4. Teacher input is encouraged for any inservice day.
  5. Tutors shall be paid for one (1) inservice day at his/her hourly rate.
- B. Two (2) draft annual calendars shall be developed by a committee composed of one (1) GEA member from each building and a minimum of two (2) to four (4) administrators. The GEA members shall be appointed by the President. The proposed calendars will be distributed to the staff at least two (2) weeks prior to Board adoption for a vote indicating calendar preference. The final calendar and any changes shall be distributed to the staff within two (2) weeks of adoption. (State required make-up days will be indicated on the two (2) draft calendars by the Committee. This Committee is to meet in November of each year.)
- C. PARENT-CONFERENCE DAY
- If Parent-Conference times are conducted outside the school day, teachers shall be released at least an equal amount of time.
- The High School will have three (3) fall conferences; one of which will be changed to Professional Development time. The High School will maintain one spring conference.
- The High School administration and staff will collaboratively decide professional development topics, date, time and length of the in-service and evaluate the success of the new schedule and make changes, if necessary. This language will be eliminated in the successor agreement unless the parties agree otherwise.
- D. If school is closed due to inclement weather on the Record Day at the end of the first semester, teachers shall perform "Record Day" duties at home and shall not be required to make up the day.

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

A. SICK LEAVE

1. Staff members will be granted fifteen (15) days Sick Leave per year accumulated at the rate of one and one-fourth (1/4) days per month, cumulative without limit. Each teacher will be advanced five (5) days Sick Leave if current accumulation is exhausted and will be paid back through normal accumulation. In cases of extreme hardship and/or extenuating circumstances, the Superintendent, with the approval of the Board, may consider extending Sick Leave beyond the five (5) advanced days when Sick Leave has been exhausted. Hourly tutors shall be granted Sick Leave only

for the time actually worked at the rate of one and one-fourth (1 ¼) days per month.

2. Sick Leave may be used for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others.
  - a. Sick leave use for illness or death of family members is limited to spouse, parent, parent-in-law, child, brother, sister, grandparents, or a member of the immediate household.
  - b. Sick leave use for illness or death of other family members, including grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, uncle, and aunt is limited to a maximum of five (5) days per year per person listed.

4. Miscellaneous

- a. The Sick Leave Form will be attached as Appendix P and will be completed by each teacher within three (3) working days of return from leave. The office will place a blank form in the mailbox of each absent teacher the day after the absence.
- b. Sick Leave accumulation shall be forwarded to each teacher before the end of each school year.
- c. Each teacher who completes the school year without using any Sick or Personal Leave days shall be paid a bonus of one hundred dollars (\$100) per grading period.

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

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

5. See form--APPENDIX P.

B. ASSAULT LEAVE

1. A member of the bargaining unit who is absent due to a injury/disability resulting from a clearly unprovoked attack upon said member, which assault occurs in the course of said member's employment, shall be granted up to forty-five (45) working days Assault Leave.
2. Assault Leave may not be granted under this policy unless the employee in question: (a) has a signed, written statement justifying the granting and use of Assault Leave; (b) provides a certificate from a licensed physician stating the nature and duration of the injury/disability and the necessity of absence from regular employment.
3. If Workers' Compensation is granted, the Board may request that the monetary amount of these benefits, designated by Workers' Compensation as payment for lost salary, be remitted by the employee to the Board.
4. A teacher who has received assault leave shall file a police report.
5. See form—APPENDIX P.

C. PERSONAL LEAVE

1. Personal Leave shall be granted to the limit of three (3) unrestricted days per year, and those days are not cumulative from year to year. Hourly tutors who work twenty (20) or more hours per week shall be eligible for three (3) work days off per year as Personal Leave.
2. The unrestricted Personal Leave day should be defined as: requiring no reason.
3. Only under a most unusual condition may a Personal Leave day be granted for the day preceding or following holidays or vacations, and the first and last days of the school year. If an emergency, the application must indicate the reason for the emergency and must be approved by both the Principal and the Superintendent.
4. No more than fifteen percent (15%) of the teachers in a building may be on Personal Leave any one (1) day, except in emergencies. Further, teachers are urged not to take Personal Leave after May 20<sup>th</sup>.
5. A request for Personal Leave must be submitted to the Building Principal at least three (3) days in advance, but exceptions may be made to this rule in emergency situations.

6. Personal Leave may be used in whole day or one-half (1/2) day blocks.
7. A person having at least one personal leave day left as of May 1 will receive a \$50 bonus if they use no personal leave the rest of the year. A person having two or more personal days left as of May 1, if they use no personal leave for the rest of the year, will receive a \$50 bonus and be able to carry over one day to the next year. This day will not count toward the next year's attendance incentive. Said bonus shall be included in the teacher's first pay in July.
8. All personal leave the week before the two spring state testing periods and after May 20 must have the Superintendent's approval. If personal leave is denied by the Superintendent in May, the rationale for the denial shall be provided in writing to the teacher within three (3) days. A person who is denied personal leave in May and believes the request is legitimate may ask for a meeting with the Superintendent and the GEA President to discuss the request.
9. See form—APPENDIX P.

D. COMPULSORY LEAVE

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

E. ATTENDANCE AT PROFESSIONAL CONFERENCES AND WORKSHOPS

1. With prior approval of the Superintendent, the Board shall pay expenses directly and/or through reimbursement for a member of the bargaining unit, with a CAP of one hundred fifty dollars (\$150) per day (including travel, hotel, meals, registration expenses), for a period not to exceed two (2) days for any one (1) teacher, under the following conditions:
  - a. Any meeting attended by a member of the teaching staff to be covered by this payment must deal with that area or subject with which the staff member is engaged or teaching. (Example: an English teacher may attend an English Teachers' Association Conference, or a Guidance Counselor may attend a Guidance Counselors' Association meeting.)

- b. Advance notice shall be given five (5) days prior to the conference. The number of leaves on any day will be limited to the number of substitutes available on that day.
      - c. No more than two (2) days away from the classroom will be permitted for attendance at any conference.
      - d. A written report on the important aspects of the conference or visitation shall be submitted to the Principal, within thirty (30) calendar days of the professional conference or workshop.
2. Recognizing the importance of continued professional growth, the Board and Administration shall appropriate five thousand dollars (\$5,000) annually, on a school-year basis, in this area.
3. See form—APPENDIX U.
4. Each teacher will be granted one (1) day per school year of professional leave for the sole purpose of visiting classes in other buildings or in other districts, under the following conditions:
  - a. A request must be turned in to the Superintendent's office no less than five (5) calendar days prior to the date of leave.
  - b. The request must include the district, class(es), and building(s) to be visited.
  - c. The request must include what the teacher expects to observe, learn, or gain from the experience.
  - d. Within thirty (30) calendar days of the visitation, the staff member must turn in to Principal's office a brief written report of the activity and what was learned or gained.
  - e. Must have approval of the Superintendent, whose approval will not be unreasonably withheld.
5. The parties agree to communicate to the staff the need for all members of the bargaining unit to complete written reports after attendance at professional conferences, workshops and professional leave for visiting classes.

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

**A. MATERNITY LEAVE**

1. Any staff member may use sick leave or advancements thereof for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (hereafter collectively referred to as "pregnancy"). Unpaid Maternity Leave may be used after the period of disability, as verified in writing by the physician, if requested by the teacher. A staff member who is pregnant or adopting a child less than one (1) year of age may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin any time during pregnancy; or, in the case of adoption, the receipt of custody; or up to one (1) year for child care after the child is born or adopted. Such leave shall be for up to the remainder of the current semester and two (2) additional semesters, or three (3) semesters if leave commences during the first semester.
2. Application for Leave: Application for Maternity Leave shall be filed on the Leave of Absence Form; and shall contain a statement on the expected date of birth; or, in the case of adoption, the date of obtaining custody; the date on which the leave is to commence, and the specific term of the leave. In the case of miscarriage or abortion, within sixty (60) working days of the commencement of leave, the professional staff member shall be entitled to reinstatement at the beginning of the next grading period.
3. The staff member shall present a letter signed by her physician to the Superintendent verifying the period of time of the disability due to pregnancy, if different from the physician's statement given in Paragraph A.1. above.
4. See form—APPENDIX P.

**B. LEAVE FOR PROFESSIONAL IMPROVEMENT**

1. Any teacher who has completed four (4) consecutive years of teaching in the James A. Garfield Local School District may be granted a leave of absence for professional development for a minimum of one (1) quarter [nine (9) weeks] and up to one (1) full school year [thirty-six (36) weeks].
2. Application for leave for professional study, research, or professional improvement should be made at least ninety (90) calendar days prior to beginning of such requested leave. The applicant must be notified by the Board of Education of the disposition within thirty (30) days of receipt of the request. The application for such leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement.

- a. Application will be made to the Superintendent. The applicant will submit plans for use of leave. The Superintendent will explain why a recommendation was not granted.
3. Generally, it is intended that study and other proposals for improvement will include a full graduate load and will lead to the completion of a degree in the member's field or area of professional service if such degree, either undergraduate or graduate, unless for new certification, additional certification or other courses required for certification or specialization is not already held. Applications for leave for travel will outline in detail the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months or eight (8) months; will clearly show how such travel will contribute directly to improve classroom instruction or to improve professional service by the member; and shall give reasons why such travel may not be accomplished when schools are not in session or when the member is not on duty.
4. Leave for professional improvement will not be granted to any employee more often than one (1) full year for every five (5) consecutive years of service. The number of teachers on leave in any one year will be limited to three (3).
5. The member of the bargaining unit may request the leave to be with or without pay. If the request with pay is granted by the Board, the member shall be granted partial pay and insurance benefits as though he/she were not on leave. The pay shall be fifty percent (50%) of the member's expected salary.
6. Upon his/her return from leave, a member's benefits will be the same as he/she would have received had the period of his/her leave been spent in the Garfield Local Schools, and he/ she will be returned to the same position, if available, or one comparable to it at the same level.
7. All approved individuals will, as a condition of approval for leave for professional growth, sign a written agreement to return to service in the Garfield Local Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment.

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

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

8. See form—APPENDIX P.

C. OTHER LEAVES

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

D. FAMILY AND MEDICAL LEAVE ACT OF 1993

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

E. GENERAL PROVISIONS

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

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

**ARTICLE 20. SPECIAL EDUCATION TEACHERS**

**A. Class Size**

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

- B. Administration, Special Education and regular Teachers shall collaborate to determine best practices for students in the inclusion setting at all grade levels.
- C. Any mainstreaming/inclusion of special area students most often requires adjustments by all affected and this will be done as is necessary and is possible.
- D. An intervention assistance team (IAT) will be identified in each building. Meeting times shall be posted.
1. All teachers shall upon request be given an opportunity to meet with the IAT. The request will be handled in a timely manner.
  2. The IAT shall serve as a support group for all teachers with identified special needs students.

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

**E. Release Time**

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

**ARTICLE 21. SUBSTITUTES**

- A. Every attempt will be made to provide substitute teachers, duly certificated/licensed, to each staff member to whom class responsibilities are assigned. In the event of a duly certificated/licensed substitute being unavailable, the following steps should be taken in the order listed:
1. A substitute teacher certificated/licensed at a different level or area will be assigned, if available.

2. A regular teacher may volunteer to cover class(es) where an assigned substitute is not available and will be paid .0006818 of the BA-0 step base per hour or any portion thereof.
- B. In cases where a regular teacher is going to be absent for longer than three (3) consecutive days, the same substitute will be retained to teach that class if at all possible. The rationale for this is that we recognize the need to provide continuity, consistency and good programming for the students in the class.
- C. The permanent substitute, whose position is described in the Memorandum of Understanding found in Appendix X shall be utilized as a substitute for teachers first. After the permanent substitute has been so assigned, teachers may request a specific-named substitute for their class; and if the substitute is available, duly certified/licensed, and on the Board-approved substitute list, said substitute shall be used except in emergencies. Further, when the permanent substitute is not assigned to work as a substitute, he or she may be assigned other instructional duties.
- D. Substitute teachers will be paid the average of County Schools or a higher rate established by the Board. After working sixty (60) days in one (1) specific position in one (1) year, the substitute teacher rate shall go to the daily rate commensurate with that individual's training and experience.

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

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

The Board will reimburse one hundred percent (100%) of the tuition cost of approved college credit up to a maximum of seventeen hundred dollars (\$1,700) paid per individual member of the bargaining unit, each school year. Reimbursement will be contingent upon proof of payment of tuition and successful completion of course work. An employee must have two (2) years of teaching experience in the Garfield District to be eligible.
- C. Prior to taking the course, the member of the bargaining unit must provide notice to the Superintendent of anticipated course work so that the Superintendent, in advance, can verify that the provisions in E., below, are met.
- D. Approved credits will be completed at an accredited college or university for which a collegiate grade of "B" or better has been awarded, or "pass" if "pass-fail" is the

only grading available. Approved credit also includes "I" or "IP" for credits related to Master's thesis or Dissertation work.

- E. In order to be approved, credit must be related to at least one (1) of the following endeavors:
1. Current academic field of teaching and/or assignment.
  2. A program in a new area of State certification.
  3. Any other special area of study as approved by the Superintendent.
- F. Reimbursement will be made once per month. All reimbursement paperwork must be submitted at least 10 days prior in order to be processed. All paperwork must be submitted no later than the deadline of September 15 following completion of the class. Failure to submit all of the necessary paperwork by this date will void the request for reimbursement.

Receipt of tuition paid must break down the tuition cost paid separate from any other fees or costs payable to the college/university. The receipt must also show payment made and the date of such payment. "Proof of payment of tuition" is not a copy of a cancelled check, credit card statement or receipt without backup detailing the payment. The ideal back-up is a copy of the invoice/receipt from the institution, showing detailed charges and payment. Failure to submit detailed receipts of payment will delay reimbursement.

- G. After receipt of tuition reimbursement, a teacher is required to be employed by the Board for a period of two (2) school years following the taking of the classes which are paid by the Board. However, if a teacher resigns from the employ of the Board the first year following receipt of tuition monies, one hundred percent (100%) of the monies received from the Board must be paid back; and if the teacher resigns the second year, fifty percent (50%) of the monies received from the Board must be paid back. The payback will be taken out of the final pay of the teacher.
- H. Educational opportunity pay – The Board agrees to pay up to twenty thousand dollars (\$20,000) per year for educational opportunity pay. Educational opportunity pay shall be defined as a set payment to each teacher for the completion of an approved educational opportunity for students. The list of opportunities and the specifics of the plan shall be defined by the GEA president and the superintendent on or before the beginning of the 2015-2016 school year. If the two cannot come to an agreement, this paragraph shall have no effect for the length of this agreement. This section, if instituted, shall sunset at the end of this agreement.

**ARTICLE 23. DEDUCTIONS**

**A. FAIR SHARE FEE**

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

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

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

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

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

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

Implementation of this Fair Share Fee Provision shall begin the first pay after January 15 of each year, for bargaining unit members who have elected not to be members of the Association; the Association agrees to notify all such non-members of their right to become Association members during the month of September of each year. Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the Association, unless the Association notifies the Board Treasurer to the contrary; and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

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

**ARTICLE 24. SEVERANCE PAY**

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

**ARTICLE 25. INSURANCES**

- A. The Board shall offer a comprehensive hospitalization and major medical insurance program for members of the bargaining unit that work 35 hours or more per week\* or employees that are eligible under the ACA; no less than the specifications in Appendices Q-1 (2015-16) and Q-2 (2016-17, 2017-18), Employees shall pay 10% for single and family coverage with the Board paying 90% for medical, prescription, vision and dental coverage. \*(It is not the intent of parties to replace full-time teachers with part-time teachers)

1. As part of this program the employee is responsible for out-of-pocket expenses as per the insurance plan.
2. Effective July 1, 2015, the \$150 deductible plan as administered will have a maximum out-of-pocket of \$650/\$1300 in-network and \$1300/\$2600 out-of-network.

Effective July 1, 2016, the \$250 deductible plan as administered will have a maximum out-of-pocket of \$1000/\$2000 in-network and \$2000/\$4000 out-of-network.

- B. Effective July 1, 2015 The Board shall provide a prescription drug insurance plan, as follows:

	<u>Non-Formulary</u>	<u>Formulary</u>	<u>Generic</u>
Retail	\$25.00 co-pay	\$10.00 co-pay	\$5.00 co-pay
Mail Order 90 Days	\$50.00 co-pay	\$20.00 co-pay	\$10.00 co-pay

Effective July 1, 2017, the Board shall provide a prescription drug insurance plan, as follows:

	<u>Non-Formulary</u>	<u>Formulary</u>	<u>Generic</u>
Retail	\$30.00 co-pay	\$15.00 co-pay	\$10.00 co-pay
Mail Order 90 Days	\$60.00 co-pay	\$30.00 co-pay	\$20.00 co-pay

- C. The Board shall provide and pay the premium for sixty thousand dollars (\$60,000) of term life insurance coverage for each bargaining unit member, but shall be subject to the standard reduction schedule.
- D. The Board shall provide single or family dental and vision insurance coverage for each member. The specifications shall be no less than the specifications in Appendix Q. Employees may elect vision and dental coverage.
- E. The Board has the right to change insurance carriers after providing for input from the Association, so long as coverage benefits and specifications are not reduced.
- F. If the teachers go on strike, the Board shall not deny the striking teachers access to fringe benefits coverage. However, the Board may refuse to pay its portion of the insurance coverage premium during the term of a strike. Nothing in this Section prevents the parties from reaching an agreement on the payment of fringe benefits as part of a strike settlement.

- G. Fringe benefits are provided on a twelve (12) month basis; and teachers under contract on the last work day in June shall have the benefits, as provided in this Master Agreement, in full force until the expiration of the twelve (12) month period. However, upon retirement, the retiree agrees to go onto STRS healthcare and shall be reimbursed up to three hundred dollars (\$300.00) per month for such coverage. The reimbursement is limited to up to the two months immediately following retirement (July and August only).
- H. Bargaining unit members shall have the option of purchasing additional units of life insurance; cost to be assumed by the employee, subject to the standard reduction schedule.
- I. It is the intention of the parties that the level of benefit coverage shall be equal to or better than that outlined in the 2015-2018 Master Agreement, except as otherwise agreed herein.

Wellness Benefits shall be in accordance with the Affordable Health Care Act.

*Opt-Out Option/Section 125 Plan:*

1. Offer \$1,100 (eleven hundred dollars) to employee who elects to forego all insurance coverage (except life insurance) for an entire contract year; provided, however, that such employee electing not to participate in the insurance plans shall provide proof of coverage from elsewhere in order to be eligible for such option. Such payment will be passed through the district's Section 125 Medical Spending Account; *and*
2. Offer section 125 premium only plan – if elected by individual employee, cannot make changes to insurance coverage without qualifying event, employee portion of premiums would be deducted prior to tax, and \$1,100 (eleven hundred dollars) opt out would not be included in W-2 for employee who does not take opt-out.
3. A Section 125 (Flexible Spending Plan) as outlined by The Flexible Spending Plan Document will be available to all bargaining unit members. The District shall contribute a total of Five Hundred Dollars (\$500) each year to the Section 125 Medical Spending Account on behalf of each employee that completes the designated online health review and biometric by August 31 of each year, excluding those who participate in the opt out plan. Employees shall receive Two Hundred Fifty Dollars (\$250) for completion of the online health review and Two Hundred Fifty (\$250) for completion of biometric. Payment will only be made to verified participants who complete the programs by the deadline.

**ARTICLE 26. MILEAGE**

- A. The mileage rate shall be the maximum rate allowed by the IRS.
- B. Any mileage due a teacher shall be paid at the end of the semester or whenever the amount due reaches twenty-five dollars (\$25.00), whichever occurs first. The payment shall be made during the normal accounts payable cycle.
- C. Mileage shall be paid for any mileage incurred when:
  - 1. attending meetings required by the Administration and County Offices;
  - 2. any between building travel in the same school day;
  - 3. any required attendance for away extracurricular activities, if a bus is not available; and
  - 4. when required to return to school for evening or weekend meetings, not including any paid supplemental duty or any voluntary attendance.

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

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

are indexed to or otherwise determinable by reference to the bargaining unit member's rate of pay shall be calculated upon both the cash salary component and the "pick-up" component of the bargaining unit member's restated salary.

C. All subsequent contracts and salary notices for these affected bargaining unit members be conformed to include the provisions of the addendum.

D. DEFINITIONS

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

**ARTICLE 28. SALARY**

A. TUTORS

1. Hourly tutors shall be paid on the following index: (2.25% - 2.5% - 2.5%)

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
0 - 2 years	\$20.45	\$20.96	\$21.49
3 - 5 years	\$20.86	\$21.38	\$21.92
6 - 8 years	\$21.28	\$21.81	\$22.36
9 or more	\$21.68	\$22.22	\$22.77

2. Tutors currently employed by the Board will be guaranteed an interview for a regular teaching position.
3. Tutors employed by the Board for regular teaching positions shall be issued a limited contract as per Section A of Article 8 and shall be treated as a newly-hired teacher for contract purposes and placement on the teachers' salary schedule.
4. Tutors employed by the Board for regular teaching positions shall be placed on the teachers' salary schedule according to their level of academic training and shall be granted years of service as defined in ORC Section 3317.13(A) up to a maximum of five years.
5. Currently employed tutors hired by the Board for regular teaching positions shall be placed on the seniority list with one year of service upon their date of hire for the regular teaching position.

6. A full-time tutor shall be defined as being scheduled for a six (6) hour student day and shall be entitled to a paid lunch and a thirty (30) minute planning period.
  7. The number of hourly tutors working less than twenty (20) hours per week shall be limited to one (1), unless that number is increased by an hourly tutor voluntarily choosing to work less than twenty (20) hours per week or by an existing hourly tutor's refusal to accept additional hours of work.
  8. The number of hourly tutors working less than twenty (20) hours per week shall be limited to one (1), unless that number is increased by an hourly tutor voluntarily choosing to work less than twenty (20) hours per week or by an existing hourly tutor's refusal to accept additional hours of work.
- B. Salary increases shall be as follows: The Base Salary for the 2015-16 school year shall be \$33,904 (2.25%). The Base Salary for the 2016-17 school year shall be \$34,752 (2.5%). The Base Salary for the 2017-18 school year shall be \$35,621 (2.5%).

SALARY — \$33,904 - BASE SALARY					July 1, 2015	
<u>YEARS</u>	<u>NON-D</u>	<u>BA</u>	<u>BA + 11</u>	<u>150 HRS</u>	<u>MA</u>	<u>MA + 15</u>
STEP 0	0.8650	1.0000	1.0200	1.0450	1.0900	1.1450
	28,682	33,158	33,821	34,650	36,142	37,966
STEP 1	0.9000	1.0450	1.0650	1.0950	1.1450	1.2000
	29,842	34,650	35,313	36,308	37,966	39,790
STEP 2	0.9350	1.0900	1.1100	1.1450	1.2000	1.2550
	31,003	36,142	36,805	37,966	39,790	41,613
STEP 3	0.9700	1.1350	1.1550	1.1950	1.2550	1.3100
	32,163	37,634	38,297	39,624	41,613	43,437
STEP 4	1.0050	1.1800	1.2000	1.2450	1.3100	1.3650
	33,324	39,126	39,790	41,282	43,437	45,261
STEP 5	1.0400	1.2250	1.2450	1.2950	1.3650	1.4200
	34,484	40,619	41,282	42,940	45,261	47,084
STEP 6	1.0750	1.2700	1.2900	1.3450	1.4200	1.4750
	35,645	42,111	42,774	44,598	47,084	48,908
STEP 7	1.1100	1.3150	1.3350	1.3950	1.4750	1.5300
	36,805	43,603	44,266	46,255	48,908	50,732
STEP 8	1.1450	1.3600	1.3800	1.4450	1.5300	1.5850
	37,966	45,095	45,758	47,913	50,732	52,555
STEP 9	1.1800	1.4050	1.4250	1.4950	1.5850	1.6400
	39,126	46,587	47,250	49,571	52,555	54,379
STEP 10	1.2150	1.4500	1.4700	1.5450	1.6400	1.6950
	40,287	48,079	48,742	51,229	54,379	56,203
STEP 11	1.2500	1.4950	1.5150	1.5950	1.6950	1.7500
	41,448	49,571	50,234	52,887	56,203	58,027

STEP 12	1.2850	1.5400	1.5600	1.6450	1.7500	1.8050
	42,608	51,063	51,726	54,545	58,027	59,850
STEP 13	1.3200	1.5850	1.6050	1.6950	1.8050	1.8600
	43,769	52,555	53,219	56,203	59,850	61,674
STEP 14	1.3550	1.6300	1.6500	1.7450	1.8600	1.9150
	44,929	54,048	54,711	57,861	61,674	63,498
STEP 15	1.3900	1.6750	1.6950	1.7950	1.9150	1.9700
	46,090	55,540	56,203	59,519	63,498	65,321
STEP 16	1.3900	1.7200	1.7400	1.8400	1.9600	2.0150
	46,090	57,032	57,695	61,011	64,990	66,813
STEP 18	1.3900	1.7425	1.7625	1.8625	1.9825	2.0375
	46,090	57,778	58,441	61,757	65,736	67,559
STEP 20	1.3900	1.7650	1.7850	1.8850	2.0050	2.0600
	46,090	58,524	59,187	62,503	66,482	68,305
STEP 22	1.3900	1.7875	1.8075	1.9075	2.0275	2.0825
	46,090	59,270	59,933	63,249	67,228	69,052
STEP 25	1.3900	1.8100	1.8300	1.9300	2.0500	2.1050
	46,090	60,016	60,679	63,995	67,974	69,798

**SALARY--\$33,904 -BASE SALARY July 1, 2015**

<b>Step</b>	<b>BA</b>	<b>BA+11</b>	<b>150 Hours</b>	<b>MA</b>	<b>MA+15</b>
<b>0</b>	33,904	34,582	35,430	36,955	38,820
	1.00000	1.02000	1.04500	1.09000	1.14500
<b>1</b>	35,430	36,108	37,125	38,820	40,685
	1.04500	1.06500	1.09500	1.14500	1.20000
<b>2</b>	36,955	37,633	38,820	40,685	42,550
	1.09000	1.11000	1.14500	1.20000	1.25500
<b>3</b>	38,481	39,159	40,515	42,550	44,414
	1.13500	1.15500	1.19500	1.25500	1.31000
<b>4</b>	40,007	40,685	42,210	44,414	46,279
	1.18000	1.20000	1.24500	1.31000	1.36500
<b>5</b>	41,532	42,210	43,906	46,279	48,144
	1.22500	1.24500	1.29500	1.36500	1.42000
<b>6</b>	43,058	43,736	45,601	48,144	50,008
	1.27000	1.29000	1.34500	1.42000	1.47500
<b>7</b>	44,584	45,262	47,296	50,008	51,873
	1.31500	1.33500	1.39500	1.47500	1.53000
<b>8</b>	46,109	46,788	48,991	51,873	53,738
	1.36000	1.38000	1.44500	1.53000	1.58500
<b>9</b>	47,635	48,313	50,686	53,738	55,603
	1.40500	1.42500	1.49500	1.58500	1.64000
<b>10</b>	49,161	49,839	52,382	55,603	57,467
	1.45000	1.47000	1.54500	1.64000	1.69500
<b>11</b>	50,686	51,365	54,077	57,467	59,332
	1.49500	1.51500	1.59500	1.69500	1.75000
<b>12</b>	52,212	52,890	55,772	59,332	61,197
	1.54000	1.56000	1.64500	1.75000	1.80500
<b>13</b>	53,738	54,416	57,467	61,197	63,061
	1.58500	1.60500	1.69500	1.80500	1.86000
<b>14</b>	55,264	55,942	59,162	63,061	64,926
	1.63000	1.65000	1.74500	1.86000	1.91500
<b>15</b>	56,789	57,467	60,858	64,926	66,791
	1.67500	1.69500	1.79500	1.91500	1.97000
<b>16</b>	58,315	58,993	62,383	66,452	68,317
	1.72000	1.74000	1.84000	1.96000	2.01500
<b>18</b>	59,078	59,756	63,146	67,215	69,079
	1.74250	1.76250	1.86250	1.98250	2.03750
<b>20</b>	59,841	60,519	63,909	67,978	69,842
	1.76500	1.78500	1.88500	2.00500	2.06000
<b>22</b>	60,603	61,281	64,672	68,740	70,605
	1.78750	1.80750	1.90750	2.02750	2.08250
<b>25</b>	61,366	62,044	65,435	69,503	71,368
	1.81000	1.83000	1.93000	2.05000	2.10500

**SALARY--\$34,752- BASE SALARY July 1, 2016**

	<b>BA</b>	<b>BA+11</b>	<b>150 Hours</b>	<b>MA</b>	<b>MA+15</b>
<b>0</b>	34,752	35,447	36,316	37,880	39,791
	1.00000	1.02000	1.04500	1.09000	1.14500
<b>1</b>	36,316	37,011	38,053	39,791	41,702
	1.04500	1.06500	1.09500	1.14500	1.20000
<b>2</b>	37,880	38,575	39,791	41,702	43,614
	1.09000	1.11000	1.14500	1.20000	1.25500
<b>3</b>	39,444	40,139	41,529	43,614	45,525
	1.13500	1.15500	1.19500	1.25500	1.31000
<b>4</b>	41,007	41,702	43,266	45,525	47,436
	1.18000	1.20000	1.24500	1.31000	1.36500
<b>5</b>	42,571	43,266	45,004	47,436	49,348
	1.22500	1.24500	1.29500	1.36500	1.42000
<b>6</b>	44,135	44,830	46,741	49,348	51,259
	1.27000	1.29000	1.34500	1.42000	1.47500
<b>7</b>	45,699	46,394	48,479	51,259	53,171
	1.31500	1.33500	1.39500	1.47500	1.53000
<b>8</b>	47,263	47,958	50,217	53,171	55,082
	1.36000	1.38000	1.44500	1.53000	1.58500
<b>9</b>	48,827	49,522	51,954	55,082	56,993
	1.40500	1.42500	1.49500	1.58500	1.64000
<b>10</b>	50,390	51,085	53,692	56,993	58,905
	1.45000	1.47000	1.54500	1.64000	1.69500
<b>11</b>	51,954	52,649	55,429	58,905	60,816
	1.49500	1.51500	1.59500	1.69500	1.75000
<b>12</b>	53,518	54,213	57,167	60,816	62,727
	1.54000	1.56000	1.64500	1.75000	1.80500
<b>13</b>	55,082	55,777	58,905	62,727	64,639
	1.58500	1.60500	1.69500	1.80500	1.86000
<b>14</b>	56,646	57,341	60,642	64,639	66,550
	1.63000	1.65000	1.74500	1.86000	1.91500
<b>15</b>	58,210	58,905	62,380	66,550	68,461
	1.67500	1.69500	1.79500	1.91500	1.97000
<b>16</b>	59,773	60,468	63,944	68,114	70,025
	1.72000	1.74000	1.84000	1.96000	2.01500
<b>18</b>	60,555	61,250	64,726	68,896	70,807
	1.74250	1.76250	1.86250	1.98250	2.03750
<b>20</b>	61,337	62,032	65,508	69,678	71,589
	1.76500	1.78500	1.88500	2.00500	2.06000
<b>22</b>	62,119	62,814	66,289	70,460	72,371
	1.78750	1.80750	1.90750	2.02750	2.08250
<b>25</b>	62,901	63,596	67,071	71,242	73,153
	1.81000	1.83000	1.93000	2.05000	2.10500

**SALARY--\$35,621- BASE SALARY July 1, 2017**

<b>Step</b>	<b>BA</b>	<b>BA+11</b>	<b>150 Hours</b>	<b>MA</b>	<b>MA+15</b>
<b>0</b>	35,621	36,333	37,224	38,827	40,786
	1.00000	1.02000	1.04500	1.09000	1.14500
<b>1</b>	37,224	37,938	39,005	40,786	42,745
	1.04500	1.06500	1.09500	1.14500	1.20000
<b>2</b>	38,827	39,539	40,786	42,745	44,704
	1.09000	1.11000	1.14500	1.20000	1.25500
<b>3</b>	40,430	41,142	42,567	44,704	46,664
	1.13500	1.15500	1.19500	1.25500	1.31000
<b>4</b>	42,033	42,745	44,348	46,664	48,623
	1.18000	1.20000	1.24500	1.31000	1.36500
<b>5</b>	43,636	44,348	46,129	48,623	50,582
	1.22500	1.24500	1.29500	1.36500	1.42000
<b>6</b>	45,239	45,951	47,910	50,582	52,541
	1.27000	1.29000	1.34500	1.42000	1.47500
<b>7</b>	46,842	47,554	49,691	52,541	54,500
	1.31500	1.33500	1.39500	1.47500	1.53000
<b>8</b>	48,445	49,157	51,472	54,500	56,459
	1.36000	1.38000	1.44500	1.53000	1.58500
<b>9</b>	50,048	50,760	53,253	56,459	58,418
	1.40500	1.42500	1.49500	1.58500	1.64000
<b>10</b>	51,650	52,363	55,034	58,418	60,378
	1.45000	1.47000	1.54500	1.64000	1.69500
<b>11</b>	53,253	53,966	56,815	60,378	62,337
	1.49500	1.51500	1.59500	1.69500	1.75000
<b>12</b>	54,856	55,569	58,597	62,337	64,296
	1.54000	1.56000	1.64500	1.75000	1.80500
<b>13</b>	56,459	57,172	60,378	64,296	66,255
	1.58500	1.60500	1.69500	1.80500	1.86000
<b>14</b>	58,062	58,775	62,159	66,255	68,214
	1.63000	1.65000	1.74500	1.86000	1.91500
<b>15</b>	59,665	60,378	63,940	68,214	70,173
	1.67500	1.69500	1.79500	1.91500	1.97000
<b>16</b>	61,268	61,981	65,543	69,817	71,776
	1.72000	1.74000	1.84000	1.96000	2.01500
<b>18</b>	62,070	62,782	66,344	70,619	72,578
	1.74250	1.76250	1.86250	1.98250	2.03750
<b>20</b>	62,871	63,583	67,146	71,420	73,379
	1.76500	1.78500	1.88500	2.00500	2.06000
<b>22</b>	63,673	64,385	67,947	72,222	74,181
	1.78750	1.80750	1.90750	2.02750	2.08250
<b>25</b>	64,474	65,186	68,749	73,023	74,982
	1.81000	1.83000	1.93000	2.05000	2.10500

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

Direct deposit notifications shall be sent via email to the employee's district email account and one (1) other email account provided to the payroll department by the employee.

- D. If possible, each paycheck stub will indicate each individual deduction made and for what reason. The Treasurer will provide, in September of each year, accumulated sick leave for each teacher as of August 31 of that year. The Board will pursue adding cumulative totals for earnings, taxes, and deductions, if it is economically feasible in the opinion of the Board.

- E. Deductions from salary for days docked may be prorated over the remaining pay periods in a school year.

F. ADDITIONAL TRAINING

- 1. Staff may move horizontally twice during the school year (at the beginning of the school year or the beginning of the second semester), provided:

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

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

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

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

**ARTICLE 29. SUPPLEMENTAL SALARIES**

- A. The following classifications shall be paid at the below percentages, if the Board of Education fills said position(s) with a member of the bargaining unit. The Board shall maintain its prerogative to fill or not to fill any or all classifications or positions. However, no member of the bargaining unit shall be asked or requested to perform any duty that is listed below if he/she is not paid at the rate established. But there may be an occasion where a teacher would volunteer to perform a duty, and in that specific situation it is recognized that there would be no pay. Further, any position that is not listed below shall be voluntary or a percentage rate shall be established with mutual agreement of the Board and the Association. Bargaining unit members shall be guaranteed first right of refusal on supplemental contracts. However, if a non-bargaining unit member holds a position for three consecutive years or more, the Board may choose to continue hiring that person without posting it until that person leaves the position. Bargaining unit members must demonstrate qualifications, based upon training and experience, to be considered for a head coaching position. When two or more bargaining unit members apply for the same supplemental contract and demonstrate equal qualifications based upon training and experience, seniority will be the sole determining factor.
- B. Renewal of supplemental contracts shall follow the "Administrative Procedures on Supplemental Salaries." Paraprofessionals may be employed for supplemental contracts listed below, if no member of the bargaining unit is available for the position.
- C. Payment will be issued at the completion of the activity in the regular check. The procedure regarding withholding shall continue. Yearly positions will have the pay added to the regular checks.
- D. To calculate supplemental salary, multiply the given percentage by the BA-0 base salary.

E. All use of athletic facilities should be shared as equally as possible regardless of age-sex. Each building group should have first priority over other building groups.

F. All current bargaining unit members shall be considered for supplemental positions for which he/she applies.

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

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

1. Previous experience in same position counts. This includes previous experience in either boy or girl's program. Such previous experience shall also include movement between high school and middle school coaching positions within the same sport.

2. Experience Credit.

H. Notification of openings shall occur as follows: (1) during the school year, be sent via email (2) during the summer, a mass notification system will be utilized for alert of posting sent via email. Current regular teaching staff, having applied within five (5) days of the notice, shall have preference over hiring new personnel.

I. Prior to the start of the season, the administration will meet with the head coach to evaluate coaching needs.

20%  
Athletic Manager

16%  
Head Football  
Head Boys Basketball  
Head Girls Basketball  
Head Wrestling

14%  
Assistant Athletic Manager

12%  
Head Volleyball Coach  
Head Boys Soccer  
Head Girls Soccer  
Middle School Athletic Manager

10%  
Assistant Varsity Football (6)  
Asst. Varsity Boys Basketball (3)  
Asst. Varsity Girls Basketball (3)  
Asst. Varsity Volleyball Coach (2)  
Head Baseball  
Head Girls Track  
Head Girls Softball  
Head Boys Track  
High School Asst. Wrestling Coach

9%  
Summer Band

8%  
Head Cheerleading  
7<sup>th</sup>-8<sup>th</sup> Boys Track 2  
7<sup>th</sup>-8<sup>th</sup> Girls Track 2  
8<sup>th</sup> Football  
7<sup>th</sup> Football  
8<sup>th</sup> Boys Basketball  
7<sup>th</sup> Boys Basketball  
8<sup>th</sup> Girls Basketball  
7<sup>th</sup> Girls Basketball  
Head Cross Country  
7<sup>th</sup>-8<sup>th</sup> Wrestling  
Band Director  
Middle School Volleyball (2)  
Head Golf

Assistant Baseball (2)  
Assistant Track (2)  
Assistant Girls Softball (2)

6%  
Drug-free Coordinator  
Junior Class Advisor  
Head Bowling Coach  
LPDC Chairperson

5%  
High School Drama  
Middle School Drama  
Musical  
Middle School Cross Country  
Middle School Asst. Track  
Assistant Summer Band Director  
Assistant Bowling Coach

4%  
National Honor Society  
Summer Physical Fitness - Football  
Pep Club (H.S. & M.S.)  
Student Council  
Middle School Cheerleading  
Head Weightlifting  
Science Club  
Freshmen Cheerleader Advisor  
French Club  
Spanish Club  
Jaguar Yearbook  
Ski Club (minimum 5 trips)  
Art Club  
Home Economics Club  
United Nations Club  
Interact Club  
Pep Band (minimum 10 events)  
Quiz Bowl  
H.S. Drama Club Advisor  
Assistant Band Director  
Middle School Panda Advisor  
Senior Class Advisor  
S.A.D.D. Advisor

3%

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

2%

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

Other

Intervention .0009 of the BA-0 Base per  
hour

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

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

**ARTICLE 30. RETIREMENT INCENTIVE PLAN**

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

Employees who qualify for the Retirement Incentive Plan are eligible to receive twenty thousand dollars (\$20,000) as a cash bonus. This bonus will be paid in addition to other retirement benefits such as cash payments for unused Sick Leave pay (severance pay).

1. The employee must be eligible for retirement and retire by July 1 of each year.
2. The employee must have ten (10) or more full years of continuous Garfield District full-time service since his/her most recent date of employment or reemployment, and must be in an active state of employment at the time of retirement.
3. The employee must submit a request to be included in this Plan by April 1 prior to the date of retirement. The appropriate request forms will be located in the Superintendent's office.
4.
  - a. The Retirement incentive Plan will be extended to those employees eligible by STRS standards requesting the Plan. The amount of the Incentive Plan is \$20,000.
  - b. An employee who elects not to retire by July 1, of the year in which the employee achieves unreduced retirement service credit eligibility shall thereafter be ineligible for the Retirement Incentive Plan bonus. For those bargaining unit members who, as of the effective date of this Agreement, have already passed this point of first eligibility, such employees must elect to retire by July 1, 2016 in order to be eligible for this retirement incentive.
5. The provisions of this Retirement Incentive Plan do not apply to:
  - a. Disability retirement.
  - b. Termination or suspension.
  - c. Nonrenewals, RIF, or layoff.
  - d. Those who fail to submit a timely application.
  - e. Persons who are currently retired and receiving retirement benefits from STRS, SERS, and PERS.

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

**ARTICLE 31. HEALTH AND SAFETY**

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

**ARTICLE 32. RESIDENT EDUCATOR PROGRAM**

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

- A. The Garfield Local School District shall follow the guidelines and requirements for the Resident Educator Program as described by the Ohio Department of Education for each teacher hired under a Resident Educator License for the duration required by the program.

B. Purpose

The Resident Educator Program for beginning teachers will provide the newest educators with the coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement and which will be a program administered and funded by the Garfield Local School District.

C. Mentors

1. Qualifications

- a. The Mentor Teacher must have a minimum of five (5) years of teaching experience in the district and at least two (2) years in the level or area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.
- b. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.
- c. Bargaining unit members shall be provided the opportunity to be trained as a mentor upon request.

2. Selections

Mentors shall be selected by the Administration and assigned within twenty (20) days of hire or the start of the school year, whichever is later, and shall meet the necessary ODE requirements by November 15 of each year. A Mentor Teacher shall be assigned to a Resident Educator with certification/licensure in the same grade level or subject area. Should no Mentor be available in the same area of certification/licensure, the Administration may assign a Mentor from the grade level or subject area most closely related to that of the resident educator. Teachers with Master Teacher designation will be encouraged to be trained and serve as Mentor Teachers. Nothing in this Agreement restricts the Administration from seeking Mentors from outside of the bargaining unit if sufficient bargaining unit members who meet the qualifications outlined in Section C.1 above do not volunteer to be Mentors.

3. Training

Mentor Teachers shall be provided with the following:

- a. An orientation to mentoring responsibilities by the Lead Mentor;
- b. State required mentor training;

4. Responsibilities

- a. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by the Ohio Department of Education.
- b. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
- c. The mentor shall not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools. This program shall not replace the negotiated employee evaluation system.

5. Release Time

- a. Each Mentor Teacher shall be granted release time for direct mentoring activities and training as mutually agreed upon with the building principal.

6. Lead Mentor

- a. The Lead Mentor must be a trained mentor and shall be a bargaining unit member. However, nothing in this Agreement restricts the Administration from seeking a Lead Mentor from outside of the bargaining unit if a bargaining unit member does not volunteer for the Lead Mentor position.
- b. In addition to duties described elsewhere, the Lead Mentor may be assigned to mentor up to two (2) Resident Educators and shall be responsible for implementing the Resident Educator Program. However, the Lead Mentor shall not interfere in the mentoring relationship or the establishment of goals for the Resident Educator, except to the extent necessary to address issues as described in Section D.7 of this Article.
- c. While reasonable efforts will be made to avoid assigning the Lead Mentor a Resident Educator, if it is necessary, the Lead Mentor shall receive compensation for both the Lead Mentor position and the Mentor position.

D. Protections and Restrictions

- 1. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.
- 2. Efforts shall be made to ensure that each Mentor Teacher is assigned only one (1) Resident Educator, however, the maximum number of Resident

Educators a Mentor Teacher may have is two (2) per year. This shall not prevent program-driven group mentoring situations.

3. 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 or affect such evaluation in any manner.
4. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
5. In the event that the District does not comply with the Resident Educator Program, as determined by ODE, the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District. Nothing in this paragraph shall be construed to limit the right of the district to administer discipline for non-performance of duties in accordance with the provisions of Article 9.E.4 of this Agreement.
6. Mentor Teachers shall not participate in the evaluation of any Resident Educator or be requested or directed to make any recommendation regarding the continued employment of the teacher or to divulge information from any written documentation or confidential Mentor/Mentee discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
7. If efforts by the Administration and the Lead Mentor to resolve issues, problems, and/or concerns that may exist are not successful, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. In such cases, the compensation for the mentor(s) shall be pro-rated.
8. All Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. Violation of this tenet on the part of the Mentor Teacher shall result in the removal of the Mentor Teacher from his/her assignment.
9. Resident Educators shall be provided all due process provisions allowed by the Master Agreement and the Ohio Revised Code.

E. Compensation

1. In addition to the mutually agreed upon released time, each Mentor Teacher shall be paid a stipend of one thousand dollars (\$1,000) for Years 1 and 2 of a Resident Educator's mentoring experience for each Resident Educator mentored and five hundred dollars (\$500) for Years 3 and 4 of the mentoring

experience for each Resident Educator mentored. This stipend shall be paid on a quarterly basis pursuant to a supplemental contract for each Resident Educator. It is understood that, if the Resident Educator passes the required assessment(s) and obtains a Professional Educator License prior to the end of the full four (4) years of the mentoring experience, the stipend paid to the Mentor Teacher will be appropriately pro-rated.

2. The District will pay all training fees required for mentors to receive the mandatory ODE State mentor training.
3. The Lead Mentor shall be paid a stipend of seven hundred fifty dollars (\$750) for Lead Mentoring activities paid on a quarterly basis pursuant to a supplemental contract.

F. Resident Educator

1. The Administration, Lead Mentor, and Mentor shall collaborate to provide each Resident Educator an initial orientation on the following matters:
  - a. The pupils and community to be served;
  - b. School policies, procedures, and routines consistent with this Agreement;
  - c. Courses of study, competency-based education programs, and responsibilities for lesson plans consistent with this Agreement;
  - d. The layout of the facilities of the assigned school building(s);
  - e. The nature of the Resident Educator Program which will be provided; and,
  - f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.
2. The Administration, Lead Mentor, and Mentor Teacher shall collaborate to provide each Resident Educator with the following:
  - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
  - b. Assistance with the management tasks identified as especially difficult for beginning teachers;

- c. Assistance in the improvement of instructional skills and classroom management; and
- d. The opportunity to consult/observe other teachers both within and outside of the District.
- e. The Resident Educator shall be provided release time for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc., coordinated with the Building Principal/Immediate Supervisor. Such time is in addition to any additional Professional Leave requested and approved pursuant to this Agreement.
- f. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process.

G. Program Review/Revisions

- 1. Mentor Teachers and Resident Educators may meet as a group with the Administration prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than May 1.
- 2. Association/Board - Association and Board representatives may meet to discuss the recommendations prior to the next school year.

**ARTICLE 33. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

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

- 1. There shall be one LPDC for the James A. Garfield School District.
- 2. The committee shall consist of three members of the Garfield Education Association chosen by the Association, and two administrators, chosen by the Superintendent.
- 3. Appeal Process shall consist of two steps:
  - A. Step One – Reconsideration by the LPDC.
  - B. Step Two – A final decision will be made by local Appeals Board. This Appeals Board shall be made up of one (1) certified/licensed person

chosen by the individual, and one (1) certified/licensed person chosen by the two previously chosen persons. Members shall be chosen by the LPDC. The decision of this Board shall be final.

4. Each member of the LPDC shall receive remuneration equal to three percent (3%) of the base salary each year. The Chairperson of this committee shall receive six percent (6%) of the base salary.
5. Terms of Office:
  - A. There shall be a chairperson elected by the majority vote of the LPDC. The chairperson shall be elected for a two-year term running from September to September, and shall be a member of the GEA.
  - B. There shall be a secretary/recorder elected by majority vote of the LPDC. The secretary/recorder shall be elected for a one (1) year term running September to September.
  - C. The remaining three members shall serve a two (2), three (3), and four (4) year term running from September to September.
6. Vacancies:
  - A. If an administrative position vacancy exists, it shall be filled by the Board.
  - B. If an association vacancy exists, it shall be filled by the Association.
7. Removal: It is assumed that all members of the LPDC will fulfill their duties in a professional manner. In the event that a member is negligent, or in some other way inept or incapacitated, that member may be removed by a unanimous vote of the rest of the LPDC membership.
8. Training: Each LPDC member shall also participate in professional development designed to prepare them for the role within the LPDC. This professional development may be legitimately used by the LPDC members as part of his/her own Individual Professional Development Plan. The content and scope of the training shall be determined by the LPDC and the district.
9. Meetings: The LDPC shall meet a minimum of five (5) times per year. Other meetings can be called as necessary.

**ARTICLE 34. TECHNOLOGY USE**

- A. Bargaining unit members will make reasonable efforts to monitor student internet usage in class to assure students are adhering to the usage agreement signed by students and parents.
- B. Bargaining unit members shall not suffer disciplinary action due to a student's violation of the internet usage agreement.
- C. Each staff member will sign a network privacy agreement and acceptable use policy prior to use of school district technology (see Appendix U).
- D. Bargaining unit members have the right to use technology equipment and software.
- E. The Administration will monitor e-mail/use of internet only for cause.
- F. A district-wide Technology Steering Committee shall be created consisting of four (4) bargaining unit members designated by the Association and four (4) administrators. The GEA members shall be representative of each of the following four (4) grade level bands: K-3, 4-6, 7-8, and 9-12.

The Mission of the Committee, which will meet at least quarterly, will include the provision of appropriate training to affected staff, soliciting teacher input on current and possible future technology systems, programs, platforms, and the implementation and the use of websites. Decision-making shall be by consensus. The Committee shall make its recommendations to the Board. The Committee shall generally meet outside of school hours, except as mutually agreed. Teacher members of the committee shall be paid the Substitute Rate in Article 21 for meeting time held outside the workday.

**ARTICLE 35. MILITARY LEAVE**

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

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

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

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

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

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

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

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

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

- F. A joint statement prepared and agreed to by the Association representatives and the Management representatives will be made at the conclusion of each committee meeting. Committee reports will be sent to all concerned parties.

**ARTICLE 38. EFFECTS OF AGREEMENT**

- A. This Master Contract represents the Entire Agreement between the Board and the Association. All rules, regulations, practices and procedures which have been established to effectuate the Master Contract shall not be modified or discontinued without mutual consent of the parties.

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

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

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

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

- A. This Master Agreement and the Appendices, hereto, constitute the whole agreement between the Garfield Board of Education and the Garfield Education Association; and this Agreement shall become effective from July 1, 2015, through midnight (12.00) on June 30, 2018.
- B. **IN WITNESS THEREOF**, the parties have caused this Master Agreement to be executed on the day and year first mentioned above.

**SIGNATURES TO AGREEMENT**

<b>GARFIELD BOARD OF EDUCATION NEGOTIATIONS TEAM</b>	<b>DATE</b>	<b>GARFIELD EDUCATION ASSOCIATION NEGOTIATIONS TEAM</b>
_____	6/3/15	_____
<u>Chris Taylor</u>	7/13/15	_____
_____	7/13/15	_____
<u>David A. Frank</u> Superintendent	7/13/15	_____
_____	7/13/15	_____
<u>Ellen Ryback</u> President		_____
		OEA Consultant
		<u>Ellen Ryback</u> President

This Master Agreement and its Appendices were accepted by the Garfield Board of Education at the meeting of July 13, 2015, 2015.

Treasurer: \_\_\_\_\_

GARFIELD LOCAL SCHOOLS

INFORMAL GRIEVANCE NOTIFICATION

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

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

Sincerely,

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

**APPENDIX B**

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

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

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

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

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

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

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

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

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

**APPENDIX C**

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

**AN AGREEMENT** entered into between

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

**PARTY OF THE FIRST PART AGREES:**

(A) To teach in the public schools of said district for a period of \_\_\_\_\_.

(B) To abide by and maintain the written policies and rules adopted by said Board of Education; and abide by and maintain the Master Agreement between the Garfield Education Association and the Board of Education; and to carry out the educational programs of the County Superintendent and the Local School Superintendent.

(C) To give up \_\_\_\_\_ position, only with the consent of said Board, after the tenth (10<sup>th</sup>) day of July, prior to the school year for which \_\_\_\_\_ has been employed. (See Ohio Revised Code 3319.15)

**IN CONSIDERATION** of the above service, **PARTY OF THE SECOND PART AGREES** to pay **PARTY OF THE FIRST PART** the sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), payable in \_\_\_\_\_ installments.

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

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

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

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

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

**APPENDIX D**

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

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

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

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

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

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

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

**APPENDIX E**

**SUPPLEMENTAL CONTRACT**

**THIS LIMITED CONTRACT** entered into between \_\_\_\_\_,  
(name)  
of \_\_\_\_\_, \_\_\_\_\_, Ohio,  
(address) (city)

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

**WITNESSETH:**

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

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

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

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

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

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

**APPENDIX F**

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

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

---

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

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

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

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

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

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

**APPENDIX G**

**TEACHER SELF-HELP QUESTIONNAIRE**

X -- to indicate choice

- |  |  |      |      |      |      |      |      |      |     |      |     |
|--|--|------|------|------|------|------|------|------|-----|------|-----|
| 1. <b>KNOWLEDGE OF SUBJECT:</b> Do you have a thorough knowledge and understanding of your teaching field?                 | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 2. <b>CLARITY OF PRESENTATION:</b> Are ideas presented at a level which can be understood?                                 | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 3. <b>FAIRNESS:</b> Are you fair and impartial in your treatment of all students in the class?                             | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 4. <b>CONTROL:</b> Is the classroom orderly but also relaxed and friendly?   | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 5. <b>ATTITUDE TOWARD STUDENTS:</b> Do you feel that the students like you?  | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 6. <b>SUCCESS IN STIMULATING INTEREST:</b> Is this class interesting and challenging?                                      | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 7. <b>ENTHUSIASM:</b> Do you show interest in and enthusiasm for the subject? Do you enjoy teaching this subject?          | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 8. <b>ATTITUDE TOWARD STUDENT IDEAS:</b> Do you have respect for things you have to say in class?                          | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 9. <b>ENCOURAGEMENT OF STUDENT PARTICIPATION:</b> Do you encourage students to raise questions and express ideas in class? | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 10. <b>SENSE OF HUMOR:</b> Do you share amusing experiences and laugh at your own mistakes?                                | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 11. <b>ASSIGNMENTS:</b> Are assignments sufficiently challenging without being unreasonably long?                          | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 12. <b>APPEARANCE:</b> Is your grooming and dress in good taste?   | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 13. <b>OPENNESS:</b> Are you able to see things from other people's point of view?   | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 14. <b>SELF-CONTROL:</b> Do you become angry when little problems arise in the classroom?                                  | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 15. <b>CONSIDERATION OF OTHERS:</b> Are you patient, understanding, considerate, and courteous?                            | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |
| 16. <b>EFFECTIVENESS:</b> What is your overall appraisal of your effectiveness?  | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">____</td> </tr> <tr> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Avg</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Exc</td> </tr> </table> | ____ | ____ | ____ | ____ | ____ | Poor | Fair | Avg | Good | Exc |
| ____   | ____   | ____ | ____ | ____ |      |      |      |      |     |      |     |
| Poor   | Fair   | Avg  | Good | Exc  |      |      |      |      |     |      |     |

**APPRAISAL (REGULAR CYCLE) OBSERVATION GUIDE**

\_\_\_\_\_  
Name

**I. PERSONAL ATTITUDES AND CHARACTERISTICS**

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

**II. PROFESSIONAL ATTITUDES AND CHARACTERISTICS**

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

**III. PROFESSIONAL COMPETENCIES**

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

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

**IV. INSTRUCTIONAL MANAGEMENT**

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

## APPENDIX H 4 of 4

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

PRE-OBSERVATION CONFERENCE DATA

Name \_\_\_\_\_

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

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

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

TEACHER APPRAISAL FORM (REGULAR CYCLE)

TEACHER \_\_\_\_\_ BUILDING \_\_\_\_\_  
VISITATION DATE \_\_\_\_\_ SUBJECT/GRADE LEVEL \_\_\_\_\_

I. COMMENDATIONS:

II. SPECIFIC AREAS:

OBSERVATIONS

RECOMMENDATIONS

III. SUGGESTIONS AND RECOMMENDATIONS:

IV. TEACHER COMMENTS:

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



DECEMBER/APRIL REPORT

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

EXPERIENCE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACT \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN-SERVICE PROVIDED TO THE TEACHER

\_\_\_\_\_

\_\_\_\_\_

(Check **ONE** only)

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

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

Based upon the above, your contract recommendation is:

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

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Principal

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

**APPENDIX M**

**NOTICE OF SPECIAL APPRAISAL**

Date \_\_\_\_\_

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

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

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

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

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

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

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

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

FORM FOR SPECIAL APPRAISAL

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

KEY: D - DEFICIENCY

(MARK ALL CATEGORIES THAT ARE DEFICIENCIES)

**CATEGORY**

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

**CATEGORY**

- \_\_\_\_\_ Supervises students in out-of-classroom activities that he/she is responsible for under contract. Also makes himself/herself familiar with rules pertaining to such activities.
- \_\_\_\_\_ Assists in selection of books, requisition of books and instructional aids supply of Librarian with suggestions for purchase of subject area material.
- \_\_\_\_\_ Maintains required school records.
- \_\_\_\_\_ Is responsible to the Board of Education to abide by Board Policies in effect prior to July 10<sup>th</sup> of each year.
- \_\_\_\_\_ Guides the learning process toward the achievement of the school district philosophy and curriculum goals related to subjects taught.
- \_\_\_\_\_ Has a clear objective for all lessons, units, and projects.
- \_\_\_\_\_ Employs instructional methods and materials that are appropriate for meeting stated objectives.
- \_\_\_\_\_ Maintains order in the classroom in a fair and just manner.
- \_\_\_\_\_ Creates a classroom environment that is conducive to learning and appropriate to the maturity and interest of students.
- \_\_\_\_\_ Demonstrates proficiency in subject matter taught.

Principal's Signature \_\_\_\_\_

Teacher's Signature  
(For Receipt of Copy) \_\_\_\_\_

Date \_\_\_\_\_



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

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

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

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

**(Check ONE only)**

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

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

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

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

(Relation) \_\_\_\_\_

Employee \_\_\_\_\_ Principal \_\_\_\_\_ Superintendent \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

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

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

**APPENDIX Q**

**APPENDIX Q1- 2015/2016 School Year \$150.00 Deductible Plan/ RX A 1 OF 6**

**JAMES A. GARFIELD LOCAL SCHOOLS**

**COMPREHENSIVE MAJOR MEDICAL BENEFITS**

**Precertification Review:** Precertification review is required for all inpatient Hospital confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.

If preadmission Hospital certification is not utilized, your benefits under the plan will be reduced by an additional \$500.00 deductible.

All benefits will be based upon Allowed Amount

Annual Maximum Amount Payable per Individual ..... **No Limit**

Network (PPO Providers)

Physician/Office Services (co-pay).....**Primary Care**

Specialist

Office Visit..... **\$10.00 \$20.00**

Surgical Services..... **\$10.00 \$20.00**

Immunizations ..... **\$10.00 \$20.00**

Allergy Testing..... **\$10.00 \$20.00**

Speech Therapy..... **\$20 co-pay**

Physical/Chiropractic/Occupational Therapy ..... **\$20 co-pay**

Urgent Care ..... **\$35.00 co-pay**

Calendar Year Deductible:

Per Individual ..... **\$150.00**

Per Family ..... **\$300.00**

Then: all eligible charges will be paid at 90% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year.

Maximum Out-of-Pocket Expense per Calendar Year (including the deductible):

Per Individual ..... **\$650.00**

Per Family ..... **\$1,300.00**

Non-Network (Non-PPO Providers)

Physician/Office Services (co-pay).....**Primary**

Care/Specialist

Office Visit.....**20% after deductible**

Surgical Services.....**20% after deductible**

Immunizations .....**20% after deductible**

Allergy Testing.....**20% after deductible**

Speech Therapy.....**20% after deductible**

Physical/Chiropractic/Occupational Therapy .....**20% after deductible**

Urgent Care .....**20% after deductible**

Calendar Year Deductible:

Per Individual ..... **\$300.00**

Per Family ..... **\$600.00**

Then: all eligible charges will be paid at 80% until the maximum out-of-pocket amount has been satisfied.  
 With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year.  
 Maximum Out-of-Pocket Expense per Calendar Year (including the deductible):  
 Per Individual ..... **\$1,300.00**  
 Per Family ..... **\$2,600.00**

**COVERED SERVICES**

Subject to deductible **and co-pay** unless otherwise stated: Percentage Payable

Network Non-Network

Maximum Daily Room Charge (In Hospital) 90% 80%

Private Room Rate (The Hospital's average semi-private room rate) 90% 80%

Special Care Unit (ICU & ccu) 90% 80%

Inpatient Miscellaneous Charges 90% 80%

Inpatient Physicians Visits 90% 80%

Preadmission Testing (deductible does not apply) 100% 100%

Diagnostic X-ray and Lab 90% 80%

Consultation Expenses 90% 80%

Surgical Expense Benefits 90% 80%

Voluntary Second Surgical Opinion (deductible does not apply) 100% 100%

Outpatient Surgery 90% 80%

Durable Medical Equipment 90% 80%

Anesthesia 90% 80%

Ambulance Services 90% 80%

Emergency Room Treatment - Life Threatening Accident **\$75.00 co-pay**

Then 100% **Then 100%**

Care received within 90 days as long as initial treatment is received within 72 hours of accident

Emergency Room Treatment- Life Threatening Illness 90% 90%

Emergency Room Treatment - Non Life Threatening Accident. **\$75.00 co-pay**

Then 90% **Then 80%**

Care received within 90 days as long as initial treatment is received within 72 hours of accident

Emergency Room Treatment- Non Life Threatening **\$75.00 co-pay**

Then 90% **Then 80%**

Physician Office Visits 90% 80%  
Injectable Prescription Drugs 90% 80% Percentage Payable  
Network Non-Network  
Deductible and Co-pay does not apply In Network:  
Wellness Benefits 100% 20% after deductible  
Women's Preventive Health 100% 20% after deductible Mammogram 100% 20% after deductible  
Pap Smear or Prostate Exam 100% 20% after deductible  
Maximum: 1 per Calendar Year  
Well Child Benefit (Age 1 - Age 21) 100% 20% after deductible  
Well Baby Benefit (Birth - Age 1) 100% 20% after deductible  
Colon and Rectal Exam (Age 40 and Over) 100% 20% after deductible  
Maximum: 1 per Calendar Year  
Genetic Testing (not subject to deductible) 100% Not Covered  
Therapy Services 90% 80%  
(Includes medically necessary cardiac rehabilitation, radiation therapy, chemotherapy, dialysis, physical  
therapy, speech therapy, and occupational therapy)  
Skilled Nursing/Rehabilitation Facility 90% 80%  
Private Duty Nursing 90% 80%  
Home Health Care 90% 80%  
Calendar Year Maximum: 100 visits  
Hospice Care 80% 80%  
Deductible does not apply Lifetime Maximum: 6 months  
Transplants 90% 80%  
Mental/Nervous Disorders  
Inpatient 90% 80%  
Outpatient 90% 80%  
Alcohol & Substance Abuse  
Inpatient 90% 80%  
Outpatient 90% 80%

#### PPO PROVISIONS

Treatment from Non-PPO (Non-Network) Providers in Certain Circumstances.

In the following situations, services rendered by a Non-Network provider will be considered at the Network level:

- Ancillary providers rendering care in a PPO facility (i.e.: pathologist, radiologist, anesthesiologist, emergency room physician);
- If a Covered Person has no choice of network providers in the specialty that the Covered Person is seeking within the PPO service area;
- If a Covered Person is out of the PPO service area and has a medical emergency requiring immediate care;
- When a PPO provider utilizes the services of a Non-PPO provider for the reading or interpretation of x-ray or laboratory tests;
- If a Covered Person does not live within a 30 mile radius of a PPO facility or is referred to an Out of Network Provider.
- Eligible Dependent Children who reside outside of Primary PPO service area.

However, in these instances, the individual may be responsible for charges in excess of the Allowed Amount. Please call the Claims Administrator if you believe any of these provisions apply to you.

#### **Prescription Drug Benefits as follows:**

Non-Formulary Formulary Generic

Retail \$25.00 co-pay \$10.00 co-pay \$5.00 co-pay

Mail Order- 90 Day \$50.00 co-pay \$20.00 co-pay \$10.00 co-pay

#### **Dental Plan**

In-Network Out-of-Network

Calendar Year Deductible \$25.00 \$25.00

Family Limit- 2 per family

Waived for Preventative

Charges Covered Plan Pays (on average) In-Network Out-of-Network

Preventative Care 100% 100%

Cleaning (prophylaxis)

Frequency- Twice per Calendar Year

Fluoride Treatments (No age limits)

Oral Exams

Periodontal Maintenance

(2 additional payable with history of perio disease)

Sealants (per tooth)

X-rays

Basic Care 80% 80%

Anesthesia

Fillings (Restrictions may apply to composite fillings)

Inlays, Onlays, Veneers (subject to necessity requirements)

Perio Surgery

Repair & Maintenance of Crowns, Bridges & Dentures

Root Canal

Scaling & Root Planing (per quadrant)

Simple Extractions

Single Crowns

Surgical Extractions

Major Care 80% 80%

Bridges and Dentures

Orthodontia 60% 60%

Limits: Child(ren)

Annual Maximum Benefit \$2000.00 \$2000.00

Lifetime Orthodontia Benefit \$2000.00

Dependent Age Limits 26

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

**Genetic Testing**

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

Family history is defined by any of the following criteria:

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

**Results**

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

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

**Further Treatment**

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

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

**Non Covered Conditions**

BRCA I and BRCA II testing will be covered one time per lifetime and will not include a second level of testing. BRCA testing for covered individuals performed primarily for the medical management of other family members that are not covered under the Plan is not covered.

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

**Vision Examinations**

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

**Lenses**

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

**Frames**

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

Contact Lenses

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

**HOME HEALTH AND HOSPICE CARE**

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

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

We do not pay Home Health Care Services for:

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

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

1. Room and Board for confinement in a hospice.
2. Services and supplies furnished by the hospice while the patient is confined therein.
3. Part-time nursing care by or under the supervision of a registered nurse.
4. Home health aide services.
5. Nutrition services.
6. Special meals.
7. Counseling services by a licensed social worker or a licensed pastoral counselor.
8. Bereavement counseling by a licensed social worker or licensed pastoral counselor for patient's immediate family as follows:

- a. the benefit percentage will be 90% up to a maximum of \$1,000.00 for such services; and
- b. such services will only be covered during the six month period following the patient's death.

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

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

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

**APPENDIX Q2- 2016/2017 & 2017/2018 School Year \$250.00 Deductible Plan/ RX A/B 1  
OF 6**

**JAMES A. GARFIELD LOCAL SCHOOLS**

**COMPREHENSIVE MAJOR MEDICAL BENEFITS**

**Precertification Review:** Precertification review is required for all inpatient Hospital confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.

If preadmission Hospital certification is not utilized, your benefits under the plan will be reduced by an additional \$500.00 deductible.

All benefits will be based upon Allowed Amount

Annual Maximum Amount Payable per Individual ..... **No Limit**

Network (PPO Providers)

Physician/Office Services (co-pay)..... **Primary Care**

Specialist

Office Visit..... **\$10.00 \$20.00**

Surgical Services..... **\$10.00 \$20.00**

Immunizations ..... **\$10.00 \$20.00**

Allergy Testing..... **\$10.00 \$20.00**

Speech Therapy..... **\$20 co-pay**

Physical/Chiropractic/Occupational Therapy ..... **\$20 co-pay**

Urgent Care ..... **\$35.00 co-pay**

Calendar Year Deductible:

Per Individual ..... **\$250.00**

Per Family ..... **\$500.00**

Then: all eligible charges will be paid at 90% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year.

Maximum Out-of-Pocket Expense per Calendar Year (including the deductible):

Per Individual ..... **\$1,000.00**

Per Family ..... **\$2,000.00**

Non-Network (Non-PPO Providers)

Physician/Office Services (co-pay)..... **Primary**

Care/Specialist

Office Visit..... **30% after deductible**

Surgical Services..... **30% after deductible**

Immunizations ..... **30% after deductible**

Allergy Testing..... **30% after deductible**

Speech Therapy..... **30% after deductible**

Physical/Chiropractic/Occupational Therapy ..... **30% after deductible**

Urgent Care ..... **30% after deductible**

Calendar Year Deductible:

Per Individual ..... **\$500.00**

Per Family ..... **\$1,000.00**

Then: all eligible charges will be paid at **70%** until the maximum out-of-pocket amount has been satisfied.  
With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year.

Maximum Out-of-Pocket Expense per Calendar Year (including the deductible):  
Per Individual ..... **\$2,000.00**  
Per Family ..... **\$4,000.00**

**COVERED SERVICES**

Subject to deductible and co-pay unless otherwise stated: Percentage Payable  
Network Non-Network

Maximum Daily Room Charge (In Hospital) 90% **70%**  
Private Room Rate (The Hospital's average semi-private room rate) 90% **70%**  
Special Care Unit (ICU & ccu) 90% **70%**  
Inpatient Miscellaneous Charges 90% **70%**  
Inpatient Physicians Visits 90% **70%**  
Preadmission Testing (deductible does not apply) 100% 100%  
Diagnostic X-ray and Lab 90% **70%**  
Consultation Expenses 90% **70%**  
Surgical Expense Benefits 90% **70%**  
Voluntary Second Surgical Opinion (deductible does not apply) 100% 100%  
Outpatient Surgery 90% **70%**  
Durable Medical Equipment 90% **70%**  
Anesthesia 90% **70%**  
Ambulance Services 90% **70%**  
Emergency Room Treatment - Life Threatening Accident **\$75.00 co-pay**  
Then 100% **Then 100%**  
Care received within 90 days as long as initial treatment is received within 72 hours of accident  
Emergency Room Treatment- Life Threatening Illness 90% 90%  
Emergency Room Treatment - Non Life Threatening Accident. **\$75.00 co-pay**  
Then 90% **Then 70%**  
Care received within 90 days as long as initial treatment is received within 72 hours of accident  
Emergency Room Treatment- Non Life Threatening **\$75.00 co-pay**  
Then 90% **Then 70%**

Physician Office Visits 90% **70%**  
Injectable Prescription Drugs 90% **70%** Percentage Payable  
Network Non-Network  
Deductible and Co-pay does not apply In Network:  
Wellness Benefits 100% **30% after deductible**  
Women's Preventive Health 100% **30% after deductible** Mammogram 100% **30% after deductible**  
Pap Smear or Prostate Exam 100% **30% after deductible**  
Maximum: 1 per Calendar Year  
Well Child Benefit (Age 1 - Age 21) 100% **30% after deductible**  
Well Baby Benefit (Birth - Age 1) 100% **30% after deductible**  
Colon and Rectal Exam (Age 40 and Over) 100% **30% after deductible**  
Maximum: 1 per Calendar Year  
Genetic Testing (not subject to deductible) 100% Not Covered  
Therapy Services 90% **70%**  
(Includes medically necessary cardiac rehabilitation, radiation therapy, chemotherapy, dialysis, physical therapy, speech therapy, and occupational therapy)  
Skilled Nursing/Rehabilitation Facility 90% **70%**  
Private Duty Nursing 90% **70%**  
Home Health Care 90% **70%**  
Calendar Year Maximum: 100 visits  
Hospice Care **70% 70%**  
Deductible does not apply Lifetime Maximum: 6 months  
Transplants 90% **70%**  
Mental/Nervous Disorders  
Inpatient 90% **70%**  
Outpatient 90% **70%**  
Alcohol & Substance Abuse  
Inpatient 90% **70%**  
Outpatient 90% **70%**

**PPO PROVISIONS**

Treatment from Non-PPO (Non-Network) Providers in Certain Circumstances.

In the following situations, services rendered by a Non-Network provider will be considered at the Network level:

- Ancillary providers rendering care in a PPO facility (i.e.: pathologist, radiologist, anesthesiologist, emergency room physician);
- If a Covered Person has no choice of network providers in the specialty that the Covered Person is seeking within the PPO service area;
- If a Covered Person is out of the PPO service area and has a medical emergency requiring immediate care;
- When a PPO provider utilizes the services of a Non-PPO provider for the reading or interpretation of x-ray or laboratory tests;
- If a Covered Person does not live within a 30 mile radius of a PPO facility or is referred to an Out of Network Provider.
- Eligible Dependent Children who reside outside of Primary PPO service area.

However, in these instances, the individual may be responsible for charges in excess of the Allowed Amount. Please call the Claims Administrator if you believe any of these provisions apply to you.

**Prescription Drug Benefits as follows for 2016/2017:**

Non-Formulary Formulary Generic

Retail \$25.00 co-pay \$10.00 co-pay \$5.00 co-pay

Mail Order- 90 Day \$50.00 co-pay \$20.00 co-pay \$10.00 co-pay

**Prescription Drug Benefits as follows for 2017/2018:**

Non-Formulary Formulary Generic

Retail \$30.00 co-pay \$15.00 co-pay \$10.00 co-pay

Mail Order- 90 Day \$60.00 co-pay \$30.00 co-pay \$20.00 co-pay

**Dental Plan**

In-Network Out-of-Network

Calendar Year Deductible \$25.00 \$25.00

Family Limit- 2 per family

Waived for Preventative

Charges Covered Plan Pays (on average) In-Network Out-of-Network

Preventative Care 100% 100%

Cleaning (prophylaxis)

Frequency- Twice per Calendar Year

Fluoride Treatments (No age limits)

Oral Exams

Periodontal Maintenance

(2 additional payable with history of perio disease)

Sealants (per tooth)

X-rays

Basic Care 80% 80%

Anesthesia

Fillings (Restrictions may apply to composite fillings)

Inlays, Onlays, Veneers (subject to necessity requirements)

Perio Surgery

Repair & Maintenance of Crowns, Bridges & Dentures

Root Canal

Scaling & Root Planing (per quadrant)

Simple Extractions

Single Crowns

Surgical Extractions

Major Care 80% 80%  
Bridges and Dentures  
Orthodontia 60% 60%  
Limits: Child(ren)  
Annual Maximum Benefit \$2000.00 \$2000.00  
Lifetime Orthodontia Benefit \$2000.00  
Dependent Age Limits 26

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

**Genetic Testing**

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

Family history is defined by any of the following criteria:

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

**Results**

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

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

**Further Treatment**

Prophylactic surgery and reconstruction when results of the genetic test BRCA I or BRCA II confirms the mutation of the gene will be covered. This will include a prophylactic mastectomy or oophorectomy. Such coverage will be subject to annual deductibles and coinsurance provisions as may be deemed appropriate and as are consistent with those established for other benefits under the Plan or coverage.

**Non Covered Conditions**

BRCA I and BRCA II testing will be covered one time per lifetime and will not include a second level of testing. BRCA testing for covered individuals performed primarily for the medical management of other family members that are not covered under the Plan is not covered.

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

**Vision Examinations**

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

**Lenses**

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

- Lenticular Lenses – 100% up to \$100.00

**Frames**

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

**Contact Lenses**

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

**HOME HEALTH AND HOSPICE CARE**

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

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

We do not pay Home Health Care Services for:

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

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

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

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

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

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

**APPENDIX R**

**COMPLAINT FORM**

**JAMES A. GARFIELD SCHOOLS**

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

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

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

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

**APPENDIX S**

**Maplewood Area Joint Vocational School District**

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

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

**MEMORANDUM**

*To: Covered Employees*

*From: John Kilchenman*

*Date: Thursday, April 03, 1997*

*Subject: Statement concerning Insurance Benefit Booklets*

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

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

James A. Garfield School District

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

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

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

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

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

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

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

**Counselor's Comment:**

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

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

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

**Acceptable and Unacceptable Uses**

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

The following are uses which are unacceptable under any circumstances:

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

**Security and Integrity**

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

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

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

**Right of Access**

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

**AGREEMENT**

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

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

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

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

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

\*\*\*\*\*

**OFFICE USE ONLY**

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

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

**APPENDIX V**

**CONTINUING CONTRACT NOTIFICATION**

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

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

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

\_\_\_\_\_  
Signature

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the James A. Garfield School District Board of Education ("Board") and the Garfield Education Association ("GEA" or "Association") on this \_\_\_\_\_th day of \_\_\_\_\_ 2015.

WHEREAS, the Board and the Association are parties to a collective bargaining agreement ("Master Agreement") in effect from July 1, 2012 through June 30, 2015; and,

WHEREAS, the parties are currently engaged in negotiations for a successor agreement pursuant to the terms of the Master Agreement; and,

WHEREAS, Article 9 of the Master Agreement describes the parties' agreement to bargain to agreement over an evaluation procedure that is in compliance with the terms of H.B. 153 and O.R.C. 3319.111; and,

WHEREAS, the parties duly negotiated a Memorandum of Understanding containing a pilot OTES program, on which tentative agreement was reached September 12, 2013; and,

WHEREAS, as a result of changes made to the relevant legislation and the experiences drawn from the pilot program, the parties wish to negotiate a new Memorandum of Understanding to govern evaluation for those Association members who are subject to OTES; and,

NOW THEREFORE, the parties hereby agree to the following:

1. The evaluation procedures described herein shall be implemented district-wide for the duration of the new Master Agreement negotiated between the parties. During each year, the parties agree to meet quarterly to discuss the process and to revisit the procedures prior to the month of May to examine whether there is a need to make any modifications to the procedures, and to develop recommendations for the parties' respective bargaining teams.
2. During the preliminary implementation period, the parties will continue to use the procedures outlined in Article 9 (appraisal procedure) in the Master Agreement for the evaluation of non-OTES bargaining unit members.

Although teachers are evaluated under the OTES model which includes both teacher performance as well as student achievement, until three years of student growth data (ending August 31, 2017) have been collected and three evaluations are completed, all decisions concerning the retention, removal, or non-renewal of any bargaining unit teacher shall be made based upon the teacher performance portion of the OTES model, including timelines.

3. The following shall be the evaluation procedures for bargaining unit members subject to OTES:

A. **General Provisions**

1. Each employee shall be evaluated by his/her immediate supervisor or a full-time contracted administrator of the James A. Garfield School District pursuant to O.R.C.

3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of O.R.C. 3319.22. The evaluator shall not be a bargaining unit member. In the event an employee performs work under the supervision of more than one supervisor, one administrator shall be designated as the evaluating supervisor.

2. Student Growth Measures (SGM) shall not be used as a determining factor for making any employment decisions for bargaining unit members until at least three (3) consecutive years of SGM data is available. Further, should the assessments upon which said SGM's are based are modified either by a change in legislation or regulation from the State of Ohio or as a result of a decision by the Board, this three (3) year period shall start again with the first year of the new assessment(s). Until the three (3) consecutive years of SGM data has been obtained, the teacher performance component shall be the only consideration. Further, the annual Final Summative Rating of Educator Effectiveness rating will utilize a rolling three (3) year average of SGM data combined with the educator performance rating from the current year.

When a building principal has reasonable belief that a teacher's performance may be seriously unsatisfactory, the building principal shall resort to the special appraisal.

3. OTES records for the 2013/2014 and 2014-2015 school year shall not be used for future evaluation records unless the teacher requests in writing that these documents become part of their personnel file.

B. Definitions:

1. Observation Report - a report of a teacher's performance in the classroom. This report is based upon the TEACHER FORMAL OBSERVATION/PERFORMANCE RUBRIC. The form for this Observation Report shall be the TEACHER FORMAL OBSERVATION/PERFORMANCE RUBRIC.
2. Evaluation Report - a final report of a teacher's total performance (shall include at least two observations). The form for the Evaluation Report shall be the FINAL SUMMATIVE RATING OF TEACHER EFFECTIVENESS.
3. Purpose:
  - a) To assess an employee's work performance.
  - b) To help the employee achieve greater effectiveness in performance of the work assignment.
4. Walk Through - An informal observation assessment tool designed to inform evaluation, gather evidence of instruction, provide teachers with the opportunity to showcase their skill and expertise, and to provide targeted evidence-based feedback to teachers. It is generally made up of the walk through itself and a means of providing feedback to the teacher within three (3) days of the walk through. A walk through is less than fifteen (15) minutes, but at least five (5) minutes in duration.

C. Evaluation Committee

The Association and the Board agree to continue the joint Evaluation Development Committee. The primary purpose of the committee will be to develop the criteria for student growth

measures and SLO's during the term of the contract. The committee may also recommend changes to the Evaluation Framework, procedure and process for the evaluation of certified employees, if such changes are recommended by the entire committee.

1. Composition
  - a. The Committee shall be comprised of three (3) Association members appointed by the Association president and, three (3) members appointed by the Board or its designee.
  - b. Committee members shall be representative of the elementary, middle school and high school within the district.
2. Operational Procedures
  - a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
  - b. Members of the committee will receive updated training in the state adopted Evaluation Framework model. New committee members shall be provided with the full OTES training on paid time at the earliest feasible time.
  - c. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
  - d. Committee agendas will be developed jointly by the co-chairpersons of the Committee.
  - e. All decisions of the committee and any subcommittees established by the committee will be achieved by consensus.
  - f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually. The Committee will also select an individual to act as the official recording scribe for its meetings at its initial meeting.
  - g. Members of the committee will receive an annual stipend per year of five hundred dollars (\$500) for their work on the committee.
  - h. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within three (3) days following meetings of the Committee.
  - i. The committee shall be authorized to utilize consultant(s) (examples are but not limited to Educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate, the cost of which, if any, must be agreed to and borne by the board.
  - j. By April 30 of each year, the Committee, after coordinating and consolidating the recommendations of all relevant subcommittees, shall annually recommend any changes to this evaluation language to the Board and the Association.

3. Any committee work required outside of the workday will be part of the committee member's stipend.
4. Committee Authority
  - a. The Evaluation Committee shall not have any authority to negotiate wages, hours or terms and conditions of employment.
5. Adoption/Revision of Evaluation Model
  - a. Recommendations for any needed modifications to the evaluation process including the corresponding evaluation instruments will be made with sufficient time prior to the beginning of the 2015-2016 school year, and any year thereafter, to allow for the implementation of any changes.
  - b. Subsequent changes/revisions to this OTES Evaluation Procedure and in Article 9 of the Master Agreement shall be subject to negotiation and ratification by the Board and the Association.

D. Orientation

1. Not later than September 5 of each year, or in the case of a new employee, within thirty (30) days of the first day worked, each employee shall be notified in writing of the name and position of the evaluator.
2. An employee 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.

E. Instrument Evaluation Training

1. Evaluators
  - a. All evaluators must successfully complete the state mandated credentialing training on the evaluation model.
2. Employees
  - a. The employee shall be given training and written instructions on the purpose and mechanics of the performance evaluation system and how the performance evaluation is connected to the performance standards and job description(s), by September 5 of each year.

F. Schedule for Evaluation

1. Every teacher under OTES shall receive at least one evaluation per year. No employee shall be evaluated more than twice annually.
2. One observation shall be conducted and completed no later than the fifteenth day of December and the teacher being observed shall receive a written report of the results of this observation within six days of the formal observation. One observation shall be

conducted and completed between the fifth day of January and the twentieth day of April and the teacher being observed shall receive a written report of the results of this observation within six days of the formal observation.

3. If the board has entered into a limited contract or extended limited contract with the teacher pursuant to Article 8 of this Agreement, the board shall evaluate the teacher at least once in any school year in which the board may wish to declare its intention not to re-employ the teacher in accordance with Article 9 of this Agreement. For teachers that the board may intend to non-renew, such evaluations must be comprised of at least three (3) observations of at least thirty (30) minutes or for length of one period/lesson whichever is greater. One observation shall be conducted and completed not later than the first day of November and the teacher being observed shall receive a written report of the results of this observation within six days of the formal observation. One observation shall be conducted and completed between the fifth day of November and the fifteenth day of February and the teacher being observed shall receive a written report of the results of this observation within six days of the formal observation. One observation shall be conducted and completed between the twentieth day of February and the twentieth day of April and the teacher being observed shall receive a written report of the results of this observation within six days of the formal observation.
4. Teachers who are in the middle of a limited contract or who are employed under a continuing contract should generally be evaluated only once per school year. In such cases, the evaluation must be completed by the twentieth day of April, and the written report of the results of the evaluation by the first day of May.

G. Criteria for Evaluation

1. An employee shall be evaluated on criteria set forth in the TEACHER FORMAL OBSERVATION/PERFORMANCE RUBRIC.
2. No employee shall be evaluated on his or her work performance except after observations of the work performance of the employee, as required herein and with full knowledge of the employee.
3. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
4. The Final Summative Evaluation Rating shall be based on the following: Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth in Appendix OTES 8. The matrix utilized to determine the Final Summative Evaluation Rating is included in this Memorandum as THE SUMMATIVE RATING OF TEACHER EFFECTIVENESS.
5. For the purposes of this article, the first year for which data shall be considered shall be the 2015-2016 school year. It is important to note that a student who has excused or unexcused absences of 25% or more of the length of the course will not be included in the determination of student academic growth.
6. An educator evidencing Board-approved leave (e.g. FMLA, Maternity, Parental, Long-Term Sick, or other Board-approved leave) in consultation with the evaluator, may defer consideration of student growth measurers to a subsequent year or modify the SGM's

Expectation

H. Observations

1. Schedule of Observations

- a. A minimum of two (2) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes or for length of one period/lesson whichever is greater, and shall be documented on the TEACHER OBSERVATION/PERFORMANCE RUBRIC. There shall be at least three (3) weeks between formal observations.
- b. If after the second formal observation an employee's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.
- c. If an observation must be rescheduled, the teacher and evaluator shall mutually agree upon a rescheduled evaluation.

2. Observation Conference

- a. All formal observations shall be preceded by a conference between the evaluator and the employee no less than one day prior to the observation in order for the employee to explain plans and objectives for the work situation to be observed. At this conference, the teacher and the evaluator shall collaboratively complete those parts of the Pre/Post-Observation Conference forms which can be completed prior to the observation.
- b. A post-observation conference shall be held after each formal observation, and within six (6) days of the formal observation. At this conference, the evaluator and the teacher shall collaboratively complete the remainder of the Pre/Post-Observation Conference form described above. The teacher shall have the right, at this conference, to present evidence of standards met which may not have been observed by the evaluator. Such evidence shall be included in the teacher's formal written evaluation, if the evaluator agrees that such evidence is relevant to the evaluation. If the evaluator and the teacher disagree over the relevance of such evidence it may become part of the rebuttal.
- c. An employee may request a formal observation at any time in addition to those required by this procedure. Should any teacher request an additional performance observation, the Superintendent may make provision for such observation within twenty-five (25) working days of the written request, if the superintendent believes it is warranted. The superintendent's approval shall not be unreasonably withheld. Such evaluation may be conducted by an evaluator other than the teachers' immediate supervisor, at the request of the teacher.

3. Walk Throughs

- a. Walk throughs shall be implemented for the purpose of gathering evidence to support teacher observation. Walk throughs should not unreasonably disrupt the learning environment.

- b. An informal observation/classroom walk through is a:
    - i. Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits.
    - ii. Process for giving targeted evidence-based feedback to teachers; and
    - iii. Means for principals to visit classrooms more frequently and more purposefully.
  - c. An informal observation/classroom walk through is not a(n):
    - i. Formal observation;
    - ii. "Gotcha" opportunity for supervisors or evaluators;
    - iii. Isolated event; or
    - iv. Shortcut to the observation protocol required as part of the teacher evaluation process.
  - d. Classroom walk throughs/informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walk throughs along with evidence documented through formal observations will come together to inform the teacher's summative performance rating: ineffective, developing, skilled or accomplished.
  - e. Walk throughs shall generally focus on a specific areas identified on the OTES form.
  - f. Final debriefing data gathered from the walk through must be placed on the INFORMAL OBSERVATION, and which shall provide the opportunity for the teacher to respond to feedback provided.
  - g. The walk-through form must be shared with the employee within three school days. The teacher's response(s) to the feedback should be submitted in return to the observing administrator within three (3) school days.
  - h. There shall be not more than four (4) walk throughs per school year for each teacher, unless so requested or invited by the individual teacher. Such request or invitation shall be in writing.
  - i. Walk throughs shall not be conducted for the purpose of informing a teacher's evaluation on the day preceding any holiday or recess recognized on the district calendar, or the time prior to any events/activities not a part of the regular school day are scheduled. (i.e. pep rally, talent show, etc.)
- I. Finalization of Evaluation
- 1. Written Evaluation
    - a. For teachers whom the board is considering for nonrenewal:

- i. No later than April 25 a copy of the formal written evaluation report for the employee's annual evaluation (if one was conducted) shall be given to the employee and a conference shall be held between the employee and the evaluator.
    - b. For teachers who are on a continuing contract or whom the board is not considering for nonrenewal:
      - i. No later than May 1 a copy of the formal written evaluation report for the employee's annual evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator.
2. Completion of Evaluation Process
- a. The teacher performance component of the evaluation of an employee shall be based upon the walk throughs and observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note 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 employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature shall not be construed as agreement with the contents of the evaluation report. All evaluation reports must be completed within six (6) work days of the completion of the final contributing observation, signed by both parties, and sent to the superintendent.
  - b. The employee 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 employee's personnel file, and shall become a part of the evaluation record. A copy, signed by both parties, shall be retained by the employee.
  - c. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every three (3) school years, as long as the teacher's student academic growth measure, for the most recent school year for which data is available is average or higher. A teacher who received a rating of skilled on the teacher's 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. In any year that a teacher is not formally evaluated, as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, an individual qualified to evaluate a teacher shall conduct at least one observation of the teacher and hold at least one conference with the teacher. This observation may be a walk through or a formal observation. In that case, the evaluation shall be completed by the twentieth day of April of the applicable school year, and the teacher shall receive a written report of the results of the evaluation within six days of the last formal observation. However, if a teacher's student growth measure for the most recent school year, for which information is available, is below average, then the teacher will be evaluated in the subsequent school year conducted under this section once every two school years.

- d. The student growth component of the evaluation shall be comprised of the grade level/teaching field specifications as developed by the Evaluation Committee and negotiated between the GEA and the district. To determine student growth measure ratings the chart below will be used.
- e. In preparation for the final evaluation report, each employee's student growth component scores shall be shared with the teacher, and a holistic rating shall be developed combining the teacher performance and student growth components

**Scale for Determining Student Growth Measure Ratings - Original Framework**

	250-300
• Above Average (4)	175-249
• Average (3)	125-174
• Approaching Average (2)	50-124
	0-49

in their respective proportions as determined by use of the matrix in Appendix OTES 8. This rating, and the basis for the determination made by the evaluator, shall be provided in writing to the teacher at the final evaluation conference.

- f. When calculating a final summative rating the following point system shall be used:

Student Growth		Performance		Final Summative Rating	
	600		600		500-600
• Above Average (4)	400	• Skilled (3)	400	• Skilled	300-499
• Average (3)	300	• Developing (2)	200	• Developing	100-299
• Approaching Average (2)	200				
	0		0		0-99

J. Identification of Deficiencies/Improvement Plan

1. Definitions

- a. **Improvement Plan:** An assistance program for a teacher whose teacher performance rating has been documented to be ineffective by the evaluator and whose student growth measures are at or below expected growth, or whose final summative rating is ineffective.
- b. **Resources:** Those monetary, time, material and human resources provided to a teacher on an Improvement Plan.

- c. Timeline: A period of at least one year of evaluation cycle(s) given to the teacher to meet the requirements, target dates and dates of review of the plan, and which may be extended by mutual agreement.
  - d. Observable Outcome: Those data source/indicators of accomplishment such as observations, artifacts, and conversations, by which the success of the Improvement Plan is determined.
2. Deficiencies Identified through Formal Observations
- a. Observations resulting in identification of performance deficiencies shall be followed within three (3) days by a conference between the evaluator, the employee, and if requested, a representative of the GEA in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.
  - b. The evaluator involved shall assist the employee in correcting identified deficiencies.
  - c. A teacher who has documented deficiencies shall be given the opportunity to correct the deficiencies.
  - d. The period for correcting deficiencies may not be less than forty-five (45) calendar days, except as otherwise agreed by the administrator and the teacher. This does not preclude directives of the Administration due to emergencies, the necessity of which may be subject to third party review.
  - e. Limited contract teachers initially employed after June 15, 1984, in his/her first three (3) years of service may be non-renewed by the Board without just cause.
  - f. Except as provided in Paragraph e, herein, no teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, terminated, non-renewed, adversely appraised or otherwise deprived of any professional advantage without just cause. "Just cause" is defined as willful or blatant or persistent violations of written administrative rules or regulations, established by Board policy, this Master Agreement, or failure to correct deficiencies as documented through the appraisal process.
3. Improvement Plan
- a. The recommendation for a teacher's placement on an Improvement Plan will be made by the evaluator of record following the receipt of a summative evaluation of Ineffective or a Teacher Performance score of Ineffective together with Expected Student Growth Measures.
  - b. The evaluator and the teacher will collaboratively formulate the Improvement Plan using the form located in Appendix OTES 10.
  - c. The Improvement Plan, as outlined in this document, details:

- i. specific performance expectations, resources and assistance to be provided,
  - ii. the district will provide for the allocation of financial resources to support professional development for staff on remediation plans, if required by the board in an improvement plan.
  - iii. timelines for its completion,
  - iv. professional indicators documented as unsatisfactory through the formal evaluation process,
  - v. reasonably sufficient time (not less than nine (9) weeks for performance evaluation and 1 year to improve on student growth measures) and duration, as to allow the teacher to improve performance to a satisfactory level.
- d. The evaluation committee will discuss the possibility of providing mentor/coaches and other ways to support teachers on improvement plans.
  - e. Not later than April 20th of the school year, the evaluator of record, will complete a Summative Improvement Professional Indicator Report (Appendix OTES 12), meet with and provide a copy of it to the teacher. If the final report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the Improvement Plan, the evaluator of record will recommend that the teacher be returned to a non-Improvement Plan status.
  - f. In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the Improvement Plan, the teacher may request another employee of the district to facilitate further discussion between the teacher and the evaluator.

K. Professional Growth Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan. In the 2015-2016 school year, every teacher will start on a professional growth plan. For subsequent years, teachers whose performance indicates above expected levels of student growth will develop a professional growth plan. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with their evaluator, except as specified in Section J. above.

L. Special Appraisal Cycle

- 1. When a building principal has reasonable belief that a teacher's performance may be seriously unsatisfactory, the building principal shall resort to the special appraisal cycle.
- 2. Special appraisals shall be instituted after regular cycle appraisals and either the December or April reports indicate documented deficiencies.
- 3. Special appraisal, following the receipt of documented deficiencies, shall be preceded by a notice of special appraisal (Appendix OTES 14), delivered in person by their supervisor, and a pre-observation conference. A form for special appraisal (Appendix OTES 15) and statement of deficiency as noted (Appendix OTES 16), shall be completed for each appraisal. A completed copy shall be given to the teacher where all

documented deficiencies, specific recommendations regarding any improvements needed in the performance of the teacher being appraised and regarding the means by which the teacher may obtain assistance in making such improvement, shall be given to the teacher within five (5) days of the observation or a post-observation conference which follows the special appraisal observation.

4. Special appraisals shall end in completion of a special appraisal form(s) (one per deficiency), if necessary, at a conference with the teacher where all documented deficiencies, specific recommendations regarding any improvements needed in the performance of the teacher being appraised and regarding the means by which the teacher may obtain assistance in making such improvement, shall be noted on these forms.
  5. The intent of this procedure is to assist the teacher in improving his/her performance and instruction.
  6. Special evaluations shall be comprised of at least three (3) observations of at least thirty (30) minutes or for length of one period/lesson whichever is greater. One observation shall be conducted and completed no later than the first day of November and the teacher being observed shall receive a written report of the results of this observation within six days of the formal observation. One observation shall be conducted and completed between the fifth day of November and the fifteenth day of February and the teacher being observed shall receive a written report of the results of this observation within six days of the formal observation. One observation shall be conducted and completed between the twentieth day of February and the twentieth day of April and the teacher being observed shall receive a written report of the results of this observation within six days of the formal observation.
- M. No evaluation information shall be collected by electronic audio and visual devices without the consent of the individual certificated/licensed personnel.
- N. The provisions of this article do not apply to supplemental contracts or replacement contracts.
- O. It is agreed by the parties that the board is required to follow the procedures set forth in this article.
- P. The parties agree that should the requirements of O.R.C. 3319.111 and/or 3319.112 in effect as of the effective date of this Agreement be changed during the term of this Agreement, teacher evaluation shall be a subject of bargaining in the negotiations for a successor contract.
- Q. The parties agree that for the purposes of Reduction in Staff (RIS), and pursuant to Ohio Law in effect as of the time of the execution of this Memorandum, there will be three (3) tiers of "comparable evaluation" classifications for teachers. Teachers with a Final Summative Evaluation Rating of "Accomplished" shall be considered to have comparable evaluations. Teachers with Final Summative Evaluation Ratings of either "Skilled" or "Developing" shall be considered to have comparable evaluations. Teachers with a Final Summative Evaluation Rating of "Ineffective" shall be considered to have comparable evaluations. Such determination for the purposes of RIS shall be made based on the combined average summative evaluation ratings from the current and the previous two (2) school years. Teachers with less than three (3) years of Final Summative Evaluation ratings shall be deemed to have comparable evaluations until they have accrued three (3) years of Summative Ratings to determine the

average.

R. THE PARTIES AGREE THE FOLLOWING REPORTS FROM THE 2012-2015 AGREEMENT SHALL BE INCLUDED IN THIS PROCESS:

1. DECEMBER AND APRIL REPORTS: Form shall be completed for each teacher each year [or years(s) indicated in regular appraisal cycles]. Form shall be made in triplicate: teacher, Principal, personnel file. (APPENDIX L)
2. NOTICE OF SPECIAL APPRAISAL: See Section F (Special Appraisal). (APPENDIX M)
3. CLASSROOM OBSERVATION DURING SPECIAL APPRAISAL: Form is to be used only in case of a special appraisal as contained herein. (APPENDIX N)
4. STATEMENT OF DEFICIENCY: Form must be completed in the case of a needed special appraisal and shall be attached to the December and April Reports if completed. (APPENDIX O)

S. DOCUMENTS OF RECORD (SEE CHANGES TO DOCUMENTS)

The Appraisal Committee shall review the OTES documents to make certain that they comply with current state law and the documents agreed upon, may or may not be specifically referenced elsewhere in this Memorandum of Understanding, are the exclusive documents related to the Appraisal/Evaluation Procedure described herein: (Each document is its own Appendix.) The documents are attached as labeled.

OTES 4: Classroom Walk-through Form  
OTES 5: Pre-Observation Conference Data  
OTES 7: Post-Observation Conference Data  
OTES 11: Improvement Plan Walk-through Form  
OTES 14: Notice of Special Appraisal  
OTES 15: Special Appraisal Deficiency Indicator Form  
OTES 16: Statement of Deficiency As Noted In Special Appraisal

5. This Memorandum of Understanding shall be deemed effective upon ratification by the respective memberships of both parties.
6. This Memorandum of Understanding represents the entire agreement between the parties regarding the Evaluation/Appraisal of OTES Teachers in the James A. Garfield School District, and no other agreement, whether written or verbal, shall exist except as has been duly reduced to writing and ratified by the memberships of both parties as described herein.

IN WITNESS WHEREOF, the parties hereby signify their agreement by affixing the signatures of their respective representatives below.

FOR THE BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Board President/Designee

\_\_\_\_\_  
Association Officer

**OTES 8: JAMES A. GARFIELD SCHOOLS STUDENT GROWTH MEASURES**

Educator Category	Value-Added %	Vendor Assessment %	LEA Measures		Total = 50%
			SLOs	Shared Attribute	
A1: All Value-Added	50%	0%	0%	0%	50%
A2: Partial Value-Added	0-50% (by proportion)	0%	50%-VA%	0%	50%
B: ODE-Approved Vendor Assessment	0%	10%	20%, 20%	0%	50%
C: LEA Measures	0%	0%	25%, 25% 16.6%, 16.6%, 16.7% 12.5% x 4	0%	50%

% of students that exceeded/met growth target	Descriptive Rating	Numerical Rating
90 – 100		5
80 – 89	Above Average	4
70 – 79	Average	3
60 – 69	Approaching Average	2
59 or less		1

**Student Learning Objectives and Assessments**

- Category A2 and B educators will develop two SLOs.
- Category C educators will develop 2-4 SLOs as determined by department.
- Teachers who are not self-contained will include a minimum of two classes in SLOs.
- Assessments must be submitted to committee by April 1<sup>st</sup> of prior year.
- SLOs must be submitted to committee by October 1<sup>st</sup> of applicable year.
- SLO will measure student growth from start of academic year to end of first semester.
- SGM data will be submitted by April 15<sup>th</sup>.

Grade Level	Category	SLO/Assessment Development	SLO/Assessment Approval Level 1	Final Approval
K - 3	B	Grade Level	Grade Level	SLO/Assessment Committee
4 - 6	A2	Grade Level	Grade Level	SLO/Assessment Committee
7 - 8	A2	Department (7-12)	Department (7-12)	SLO/Assessment Committee

K - 12	C	Department (K-12) NON-CORE	Department (K-12) NON-CORE	SLO/Assessment Committee
7 - 12	C	Department (7-12) CORE	Department (7-12) CORE	SLO/Assessment Committee

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

This Memorandum of Understanding between the parties (Board and GEA) serves to define a process to comply with State mandates concerning the maintenance of twenty-six (26) pays over the 2015-2016 year.

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

1. Twenty-six (26) pays will be maintained by moving the January 1, 2016 payroll to January 8, 2016. This will correct the holiday pay and need to skip a pay in calendar year 2016.
2. The treasurer communicated this information to the staff at the June 4, 2009 GEA meeting.
3. The treasurer will provide a minimum of three (3) notifications throughout the remainder of the 2015 calendar year to remind staff that the January 1, 2016 payroll is moved to January 8, 2016.

For the Board:

For the GEA:

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_