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AGREEMENT

BETWEEN THE

Girard City Board of Education

AND

Girard Education Association

August 16, 2015 - August 15, 2018

TABLE OF CONTENTS

PAGE

PREAMBLE.....	1
ARTICLE I RECOGNITION AND DEFINITIONS	1
1.01 Recognition.....	1
1.02 Definitions.....	1
ARTICLE II NEGOTIATING PROCESS.....	2
2.01 Negotiation Teams.....	2
2.02 Subjects of Negotiation.....	2
2.03 Negotiation Notice and Schedule.....	2
2.04 Meetings.....	2
2.05 Conferences.....	3
2.06 Exchange of Information.....	3
2.07 Reporting.....	3
2.08 Tentative Agreement.....	3
2.09 Final Agreement; Ratification.....	3
2.10 Disagreement.....	4
2.11 Employee Relations Meetings.....	4
ARTICLE III GRIEVANCE PROCEDURE.....	5
3.01 Definition of Terms.....	5
3.02 Informal Procedure.....	5
3.03 Formal Procedure.....	5
3.04 Scope of Application.....	8
3.05 Grievance Files.....	8
3.06 General Provisions.....	8
ARTICLE IV PAYROLL PRACTICES.....	10
4.01 Pay Periods/Pay Days.....	10
4.02 Payroll Deduction for Political Contribution.....	10
4.03 Payroll Deductions.....	10
4.04 Withholding Paychecks.....	12
ARTICLE V COMPENSATION.....	13
5.01 Basic Salary Schedule and Index.....	13
5.02 Salary Schedule Placement.....	13
5.03 Supplemental Salaries.....	14
5.04 Severance Pay.....	16
5.05 Home Instruction (Tutoring).....	17
5.06 Faculty as Substitutes; Pay Rate and Pay Dates.....	17
5.07 Car Allowance.....	18
5.08 Summer School Pay.....	18
5.09 Docking.....	18
5.10 STRS PICKUP (Salary Reduction/Restatement).....	18
5.11 Extended Time.....	20
5.12 Compensation for Workshops.....	21
5.13 Girard Teacher Evaluation System Committee.....	21

TABLE OF CONTENTS

	<u>PAGE</u>
5.14	Girard Professional Development Committee (GPDC).....22
5.15	Ohio Resident Educator Program.....25
5.16	Packing and Unpacking.....25
ARTICLE VI	INSURANCE..... 25
6.01	Term of Insurance/Choice of PPO.....25
6.02	Coverage and Payment.....26
6.03	Term Life Insurance.....27
6.04	Insurance Coverage While on Leave27
6.05	Insurance in Lieu of; Opting Out.....27
6.06	Health Care Task Force27
ARTICLE VII	LEAVES..... 28
7.01	Sick Leave28
7.02	Parental Leave.....33
7.03	Personal Leave.....34
7.04	Military Leave.....35
7.05	Professional Leave35
7.06	Sabbatical Leave36
7.07	GEA Released Time Leave38
7.08	Leave of Absence for Disability38
7.09	Assault Leave39
7.10	Personal Leave Without Pay40
7.11	Jury Duty.....40
7.12	Return from Leave.....40
7.13	Family and Medical Leave Act.....41
ARTICLE VIII	CHANGE IN ASSIGNMENT OR TRANSFER OF PERSONNEL..... 42
8.01	Employee Assignment.....42
8.02	Transfers.....42
8.03	Vacancies44
8.04	Supplemental Pay Positions.....46
8.05	Home Instruction (Tutoring) Positions48
8.06	Summer School and After-School Positions48
ARTICLE IX	SENIORITY..... 49
9.01	Definition.....49
9.02	Seniority List.....50
ARTICLE X	REDUCTION IN FORCE..... 50
10.01	Reasons.....50
10.02	Attrition.....51
10.03	Retention51
10.04	Order of Reduction51
10.05	Notice of Anticipated Reduction in Force.....52
10.06	GEA Presentation to Board.....52
10.07	Unemployment Compensation.....52
10.08	Placement on Substitute List.....53

TABLE OF CONTENTS

	<u>PAGE</u>
10.09	RE-Employment Eligibility: New Employees.....53
10.10	Transfers When RIF Exists.....53
10.11	Notice of Offer of Re-Employment.....53
10.12	Retention of Rights and Benefits.....54
10.13	Duration of Recall Rights.....54
10.14	Placement On Substitute List.....54
10.15	Pre-Agreement Preservation of Rights.....55
10.16	Lists Available to GEA.....55
10.17	Employees Returning from Leave.....55
ARTICLE XI	EMPLOYEE EVALUATION; CONTINUING CONTRACT; EMPLOYEE FILES..... 55
11.01	Employee Appraisal.....72
11.02	Procedure for Continuing Contract.....79
11.03	Employee Files.....80
ARTICLE XII	EMPLOYEE FAIR DISMISSAL AND DISCIPLINE PROCEDURES..... 82
12.01	Termination of Contract.....82
12.02	Notice of Non-Renewal of Limited Teaching Contract; Right to Address Board.....82
12.03	Employee Discipline; Representation.....82
ARTICLE XIII	WORKING CONDITIONS..... 83
13.01	Planning Period.....83
13.02	Employee Preparations.....84
13.03	Class Size/Class Load.....84
13.04	Floating Employees.....86
13.05	Non-Paid Extra Duties.....87
13.06	Private Telephones.....87
13.07	Participation in PTA-PTO and Open House(s)/Graduation.....87
13.08	Lunch Period.....88
13.09	Workday - Contract Year.....88
13.10	Substitutes: Qualifications; Assignments.....91
13.11	Employee Protection.....91
13.12	Instructional Materials.....92
13.13	Typing and Copying Equipment.....92
13.14	Academic Freedom.....92
13.15	Employee Health and Safety.....93
ARTICLE XIV	BOARD'S RIGHTS..... 93
ARTICLE XV	GEA RIGHTS..... 94
15.01	Lawful Activities.....94
15.02	Fair Share Fee.....94
15.03	New Employee Information.....96
15.04	New Employees.....96

TABLE OF CONTENTS

	<u>PAGE</u>
15.05	Inter-School Mail; Mailboxes 96
15.06	Inter-School Telephones 96
15.07	Bulletin Boards..... 96
15.08	Lounge/Restroom/Lunchroom..... 96
15.09	Administrative Communications 97
15.10	Review of Forms/State Mandated Signatures 97
15.11	Use of School Buildings..... 97
15.12	Use of School Facilities/Equipment..... 97
15.13	Officer Leave 98
15.14	Convention Leave..... 98
15.15	Right to Representation 98
15.16	GEA Business on School Property During Workday..... 98
15.17	Copies of Insurance Policies 98
15.18	School Directory 98
15.19	Board Minutes, Agenda, and Addendum 99
 ARTICLE XVI EFFECTS OF AGREEMENT 99	
16.01	Policies and Practices..... 99
16.02	Printing and Distribution of Agreement..... 99
16.03	Individual Right to be Heard 99
16.04	Severability 99
16.05	Supremacy of Agreement..... 100
16.06	No Strike; No Lockout..... 100
16.07	Non-Discrimination 100
16.08	No Reprisal 100
16.09	Duration of Agreement..... 100
 APPENDICES 102	
A	Grievance Form 102
B	Observation: Checklist..... 115
B-1	Observation: Checklist..... 119
B-2	Observation: Guidance Counselor 121
B-3	Head Coaches Evaluation Form..... 124
B-4	Assistant Coaches Evaluation 130
B-5	Supplemental/Non-Athletic Evaluation 131
B-6	Evaluation for Nurse 133
C	Appraisal Report..... 135
D-1	Salary Schedule & Index - 2015-2016..... 137
D-1	Salary Schedule & Index - 2016-2017..... 139
D-1	Salary Schedule & Index - 2017-2018..... 141
E	Salary Schedule Index 2015-20185 – Supplemental Duties..... 143
F	Absence Report of Employees 145
G	Notification of Complaint..... 147

PREAMBLE

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

ARTICLE I **RECOGNITION AND DEFINITIONS**

1.01 Recognition

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

The Board hereby recognizes the Girard Education Association as the sole and exclusive bargaining agent of the following described unit, for the purposes of representation and collective bargaining on any and all matters related to wages, hours, terms and other conditions of employment to include all certificated/licensed employees, but excluding all administrative personnel and substitute personnel employed on a casual basis as defined as a non GEA member according to the terms of this agreement.

1.02 Definitions

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

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

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

ARTICLE II

NEGOTIATING PROCESS

2.01 Negotiation Teams

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

2.02 Subjects of Negotiation

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

2.03 Negotiation Notice and Schedule

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

2.04 Meetings

Negotiation meetings shall be held in closed session at a mutually agreed upon location. The date, time and place of the next meeting shall be established before the conclusion

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

2.05 Conferences

Either party may recess for a conference during the meeting.

2.06 Exchange of Information

2.061 The Board and the GEA agree to provide each other, upon reasonable request, all regularly and routinely prepared information concerning the issues(s) under consideration. Information provided shall be accurate, up to date, and provided in a manner that will not mislead either party.

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

2.07 Reporting

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

2.08 Tentative Agreement

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

2.09 Final Agreement; Ratification

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

2.10 Disagreement

2.101 Impasse

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

2.102 Mediation

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

2.11 Employee Relations Meetings

2.111 District Level

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

2.112 School Level

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

ARTICLE III
GRIEVANCE PROCEDURE

3.01 Definition of Terms

3.011 Grievance

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of this Agreement or practice directly related thereto.

3.012 Grievant

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

3.02 Informal Procedure

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

3.03 Formal Procedure

3.031 Step One

If the informal procedure does not resolve the grievance to the satisfaction of the grievant(s), such grievant(s) shall have the right to lodge a written grievance with the grievant's(s) immediate supervisor. The written grievance shall be on a standard form found in Appendix A and shall contain a concise statement of the facts upon which the grievance is based and shall contain a reference to the section(s) of the Agreement or policy allegedly violated. The grievant(s) shall have the right to request a hearing before his/her immediate supervisor. Such hearing shall be conducted within seven (7) workdays after the receipt of such request. The grievant(s) and the GEA President shall receive written notification of the time, place, and date of such hearing by the immediate supervisor. Unless mutually agreed to, such hearing will take place not sooner than 24 hours after receipt of written notification.

The immediate supervisor shall take action on the written grievance within seven (7) workdays after the receipt of said grievance, or, if a hearing is requested, within seven (7) workdays after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant(s), the Superintendent, and the GEA President.

3.032 Step Two

If the action by the immediate supervisor does not resolve the grievance, the GEA may appeal in writing to the Superintendent. Failure to file such appeal within seven (7) workdays from receipt of the written reply of the immediate supervisor shall be deemed a waiver of the right of appeal. Upon written request, a hearing shall be conducted by the Superintendent within seven (7) workdays after receipt of the request. The GEA shall be advised in writing of the time, place, and date of such hearing by the Superintendent.

The Superintendent shall take action on the appeal of the grievance within seven (7) workdays after receipt of the appeal or, if a hearing is requested, within seven (7) workdays after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the GEA and the immediate supervisor.

3.033 Step Three

If the action by the Superintendent does not resolve the grievance, the GEA may, within seven (7) workdays after the answer is given, refer the grievance in writing to the Board. At the next Board meeting, but within thirty (30) days after receipt of such referral, the Board shall meet with the GEA representative(s) and such others as deemed advisable for the purpose of resolving the grievance. The Board shall give its answer to the grievance and shall transmit this answer in writing to the Superintendent and the GEA within seven (7) workdays of the meeting on the grievance. At the option of GEA, this Step Three may be waived and the grievance may be submitted directly to arbitration at Step Four, unless the Board objects

thereto before the end of the second workday following the Superintendent's receipt of the GEA notice of intent to submit the grievance to arbitration.

3.034 Step Four

3.0341 Notice of Intent to Arbitrate

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

3.0342 Selection of Arbitrator; AAA Rules

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

3.0343 Hearing; Decision of Arbitrator

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

3.0344 Arbitrator's Authority

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper with the limitation expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion

which are not directly essential in reaching the determination.

3.0345 Costs

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

3.04 Scope of Application

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

3.05 Grievance Files

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

3.06 General Provisions

3.061 Time Limits

A grievance shall be filed within twenty (20) workdays of the occurrence of the event giving rise to the grievance. The time limits specified at each level shall be considered as a maximum. Time limits may be extended by mutual agreement. Failure by the Board or its designees to meet the time limits set forth in this section shall result in grievant proceeding to the next level provided, however, that in no event shall there be deemed a failure of the Board or its designees to meet the time limits set forth in any section so long as the action of the Board or its designees occurs within seven (7) workdays from the date on which the GEA indicates to the Board or its designees it is unable to agree on an extension of time limits.

3.062 Grievances After May 15

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

3.063 Expedition of Grievances

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

3.064 Exclusivity

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

3.065 No Interruption of Instruction nor Involvement of Students

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

3.066 Release Time for Hearings

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

3.067 Representation

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

ARTICLE IV
PAYROLL PRACTICES

4.01 Pay Periods/Pay Days

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

Electronic verification of direct deposit of payroll shall be posted in the HR Kiosk by the 10th and 25th of each month. The employee must designate the financial institution to which the funds are to be deposited.

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

4.02 Payroll Deduction for Political Contribution

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

4.03 Payroll Deductions

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

4.031 Payroll Deductions

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

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

Tax forms and the Girard School Employees Credit Union deductions which can be changed once each month.

Deductions for Tax Sheltered Annuities can be changed once each quarter, provided all necessary paperwork is submitted to the Treasurer's office no later than the 15th of the month preceding the start of the next quarter (September 15 for 4th quarter, December 15th for 1st quarter, March 15th for 2nd quarter, and June 15th for 3rd quarter.

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

FCPE Contribution forms must be submitted to the Treasurer's Office no later than November 1 and deductions will commence with the first pay in January.

4.032 Dues Authorization/Deduction Schedule

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

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

deducted and shall continue through the last paycheck received in May.

4.033 Continuing Dues Deduction

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

4.034 Balance Dues Deduction

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

4.035 Remittance of Deductions

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

4.036 Dues Remittance Report

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

4.037 Notice of Change in Amount

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

4.04 Withholding Paychecks

The Board shall not withhold the paycheck of an employee for any reason except when the employee does not submit the required payroll documentation or proper certification/licensure.

ARTICLE V
COMPENSATION

5.01 Basic Salary Schedule and Index

5.011 Effective August 16, 2015:

The salary schedule and index found at Appendix D-1 of this Agreement shall be effective August 16, 2015. (1.5% on base)

5.012 Effective August 16, 2016:

The salary schedule and index found at Appendix D-2 of this Agreement shall be effective August 16, 2016. (1.5% on base)

5.013 Effective August 16, 2017:

The salary schedule and index found at Appendix D-3 of this Agreement shall be effective August 16, 2017. (2.0% on base)

5.02 Salary Schedule Placement

5.021 Adjustment to Higher Salary

Adjustments on the salary schedule are based on semester hours and shall be adjusted in accordance with the schedule below:

- Three (3) quarter hours are equal to two (2) semester hours.
- Ten (10) contact hours are equal to one (1) C.E.U.
- Three (3) C.E.U.'s are equal to one (1) semester hour.

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

1. All official transcripts.
2. A dated letter from the employee requesting an adjustment to a higher salary including a summary of the completed coursework.

3. Course Work transcripts will be required for submission to the Treasurer's office in the following sequence (*all coursework must be completed by the effective date):

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

5.022 Experience Credit

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

5.023 Computation of Experience Credit

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

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

5.03 Supplemental Salaries

5.031 Supplemental Salary Schedule

The index salary schedule for supplemental pay positions found at Appendix E of this Agreement shall be calculated on the basic salary amount at Year 1 of the Bachelor's column of the salary schedule in effect at the time the supplement is to be paid in Appendix D of this Agreement.

5.0311 Longevity

Experience credit shall accrue only for those hired before the 2015—16 school year. To encourage staff members to keep their supplemental contracts for more than four years, after four years of continuous service in the same supplemental contract(s) in the fifth and sixth years of continuous service in the same activity, the person on supplement will be paid at Bachelor's Step 3. For seven, eight or nine years of continuous service, the person on supplemental will be paid at Bachelor's Step 5. For ten or more years, the person on supplemental will be paid at Bachelor's Step 7. For purposes of longevity credit, girls and boys track or basketball will be inclusive of the same sport.

5.032 Pay Installments

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

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

On completion of supplemental duties, the employee shall provide written notice to the immediate supervisor, who shall forward such notice to the treasurer for payment. The Activities Director shall provide the employee with written notification and any specific information needed to complete the

required forms for Student Activity Accounts no later than May 10. All fundraisers must be concluded, all summary forms must be submitted, and all money must be deposited by June 30th.

5.033 Title IX

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

5.034 Change in Salaries or Positions

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

5.04 Severance Pay

5.041 Method of Determining Amount

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

If the Board is notified of retirement in writing by December 1, the employee will be paid an additional five (5) days on per diem rate of compensation upon verification of retirement, as stated below.

5.042 Time of Payment

With written evidence of approval of retirement from the State Teachers' Retirement System (STRS), the severance pay may be paid the first pay date of January following the calendar year of retirement or the first pay date in August provided evidence of approval of retirement is received at least one (1) week in advance. Notwithstanding the language in

4.031, a retiring employee may opt to deposit the severance payment to his/her existing tax-sheltered annuity, including a 403(b) Special Pay Plan, in accordance with procedures provided by law. It is the obligation of the retiree to provide the required evidence of retirement. In case of death of an employee between retirement and the payment of the severance, the severance will be paid to the beneficiary named on the life insurance forms.

5.043 Eliminates Sick Leave

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

5.05 Home Instruction (Tutoring)

5.051 Pay Rate; Travel Expense

Employees for home instruction (tutoring) shall be compensated at: \$32.00 per hour – 2015-2018.

Travel expense shall be at the current IRS rate.

5.052 Pay Dates

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

5.06 Faculty as Substitutes; Pay Rate and Pay Dates

An employee who is required to relinquish his/her planning time to substitute for another employee shall be paid \$25.00 per period.

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

When a regular classroom teacher is requested by the principal to accept students of another employee when a substitute employee is not obtained, (the limitation for each teacher will be five (5) students), each will receive payment for such assignment as follows: \$25.00 for a full day and \$12.50 for a half day.

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

5.07 Car Allowance

5.071 Required Travel Mileage Reimbursement

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

5.072 Other Professional Travel

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

5.08 Summer School Pay

Summer school employees shall be compensated at the rate of \$25.00 per hour.

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

5.09 Docking

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

5.10 STRS PICKUP (Salary Reduction/Restatement)

In accordance with Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the GEA and the Board agree that the Board shall contribute to the State Teachers Retirement System, in addition to the Board's required employer contribution, an amount equal to each employee's contribution to the State Teachers Retirement System in lieu of payment of said amount to each employee and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the

contract salary or hourly rate otherwise payable to each employee.

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

A. Deferred Salary

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

B. Cash Salary

An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employees' salaries as specified in Sections 5.01, 5.03, 5.05,

5.06, 5.08, and 5.11 of this Agreement and its employer contributions to the State Teachers Retirement System shall not be greater than the amounts the Board would have paid had this provision not been in effect.

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

5.11 Extended Time

5.111 Pay Rate

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

5.112 Extended Work Year

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

Jr. High & High School Guidance Counselors (2) – six (6)) workdays at their per diem rate (current salary + 182).

If requested by the building principal, counselors shall work up to four (4) additional days at \$120 per day.

5.12 Compensation for Workshops

As per Board Policy #7-290, staff will be reimbursed for attending district-sponsored workshops at a rate of fifty dollars (\$50.00) per 2-hour session and one hundred twenty dollars (\$120.00) for all day sessions for those who successfully complete the training program. The instructor's rate of pay is sixty dollars (\$60.00) per hour. In lieu of a stipend a teacher may earn continuing education units (ten hours instruction equals one CEU) that may be exchanged for semester hour credits that would apply towards the masters plus salary schedule advancement. Such exchange rate will be based upon the State Department of Education's former rate of three (3) C.E.U.'s for one (1) semester hour of credit.

5.13 Girard Teacher Evaluation System Committee (GTESC)

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

All GEA core members of the GTESC shall be appointed by the GEA President. The GEA will strive to include employees on the GTESC that represent a cross section of

grade levels and content areas. The number of regularly serving GEA members on the Committee shall not exceed three (3).

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

Employees who regularly serve on the GTEESC shall be paid \$26.00 per hour. Other GEA participants who do not regularly serve, but are called upon for situation specific input, shall be paid \$25.00 per hour.

In conjunction with the GTEESC, a Student Growth Measure Committee (SGMC) shall be established to review, appraise, and render final approval of all teacher SLO's. Only GEA members who have completed the SLO Evaluation Training will be eligible to serve on the SGMC. All GEA members/participants in SGMC functions shall be appointed by the GEA President, with consultation from the Superintendent or his/her designees. Compensation for these employees will be \$25.00 per hour.

5.14 Girard Professional Development Committee (GPDC)

A. Purpose

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

B. Committee Composition and Selection

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

C. Duties

The committee shall select a chairperson and shall formulate a constitution and by-laws to control the

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

D. Compensation

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

5.15 Ohio Resident Educator Program

A. Purpose

The Resident Educator Program is a four-year program designed to provide newly licensed Ohio educators with quality mentoring and guidance. Successful completion of the residency program, including the Resident Educator Summative Assessment (RESA), is required to advance to a five-year professional educator license. This program will be funded by the Board and jointly administered by the Board and GEA. It shall be separate from the negotiated terms of Employee Evaluations.

B. Resident Educator Participants

An employee who meets the following requirements shall participate in the Program:

-holds a valid Resident Educator license or alternative license:

-teaches at least two (2) classes or .25 FTE in their area of licensure or area of supplemental teaching license and:

-works 120 days as defined by ORC.

Those employees participating in the Resident Educator Program shall collaborate with the Program Coordinator and their assigned Mentor Teacher while working toward their five year professional educator license. The Program Coordinator, in consultation with the Superintendent, will assign Mentor Teachers to their Resident Educator. All resident educator participants shall adhere to the specifications and regulations from ODE to obtain their professional license.

C. Staffing

Program Coordinator

An ODE trained and certified mentor who provides professional support to the District's mentors and facilitators and who serves as the coordinator for the District's Resident Educator Program: appointed by the GEA President.

Mentors/Facilitators

ODE trained and certified to provide professional support to Resident Educators.

The Mentor Teachers should have only one Resident Educator assigned to them and the Program Coordinator none, due to the work volume and time involvement.

The Program Coordinator and Mentor Teachers will participate in any training necessary to maintain their participation in the program.

D. Compensation

Program Coordinator

\$1,200: 3 release days to conduct Program business: agree to Mentor no more than one Resident Educator, only if needed.

Mentor Teachers

\$800: \$400 for no more than one additional Resident Educator, if needed.

Facilitators

\$400 for facilitating a Building cohort.

5.16 Packing and Unpacking

When a room is vacated, all classroom teachers involved in an involuntary classroom move, including packing and unpacking and excluding yearly maintenance, shall be compensated with a \$200 unrestricted stipend. Teachers without classrooms shall be compensated with a \$100 unrestricted stipend. In addition, except for voluntary transfers, employees shall be compensated \$25.00 per hour (not to exceed six (6) hours) while moving classroom contents to any other room within the District if the move occurs during the summer or outside the normal work.

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

ARTICLE VI
INSURANCE

6.01 Term of Insurance/Choice of PPO

The contract year for health (medical), prescription, dental, and vision insurance shall be July 1 – June 30 of each year covered by the Agreement. Eligible employees hired prior to July 1, 2008 shall choose among PPO 1, PPO 2, or PPO 3. Eligible employees hired after July 1, 2008 shall choose between PPO 2 and PPO 3. The Board agrees to continue health benefits for employees for the duration of the Master Agreement (August 15, 2018) should a successor Agreement not be in place by July 1, 2018.

6.011 Medical and Prescription Insurance Plan

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

opt out, health assessments (if required), PPO choices, etc.

6.012 Dental and Vision Coverage

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

6.02 Coverage and Payment

6.021 Employee Contribution for Medical and Prescription Coverage

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

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

6.022 Eligibility Criteria - Family Coverage

Employees who regularly work 26 or more hours per week will be eligible for family coverage. Hours of service shall include service under regular contract only.

6.023 Single Coverage

Employees who regularly work fewer than 26 hours but more than 17 hours per week will be eligible for single coverage. Hours of service shall include service under regular contract only.

6.024 Family Coverage at Employee Expense

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

6.03 Term Life Insurance

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

6.04 Insurance Coverage While on Leave

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

6.05 Insurance in Lieu of; Opting Out

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

6.06 Health Care Task Force

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

ARTICLE VII
LEAVES

7.01 Sick Leave

7.011 Accrual Rate; Reasons for Use

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

If a request is made for sick leave due to personal illness lasting 6 consecutive days or more, the PHYSICIAN'S CERTIFICATE must be completed before the employee is permitted to return to duty.

7.012 Definition of Immediate Family

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

When sick leave is used for bereavement purposes, immediate family shall be interpreted to include brother-in-law, sister-in-law, grandparents-in-law, aunt, uncle, niece, and nephew also. In addition, employees may use up to three (3) days of sick leave for bereavement purposes of any individual not herein defined as immediate family.

7.013 Accrual Rate for Non-Full-Time Employees

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

7.014 Accrual Rate for Full-Time Employees

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

7.015 Transfer of Sick Leave

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

7.016 Sick Leave Advance

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

7.017 Unlimited Accrual

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

7.0171 Sick Leave Bank

Establishment

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

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

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

Operational Procedures

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

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

Sick Leave Bank Committee

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

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

7.018 Absence Report Form

The Superintendent shall require an employee to furnish an ABSENCE REPORT to justify the use of sick leave. Absence Reports will be furnished electronically on the HR Kiosk (or by using the form in Appendix F of this Agreement until the Board has provided registration and training on using the HR Kiosk). If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave beyond three (3) consecutive days. Falsification of the aforementioned report or the physician's certificate shall be grounds for disciplinary action. (Reference Section 3319.141 ORC).

7.019 Reporting Off Work

7.0191 Notice of Absence

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

7.0192 Daily Notice of Absence

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

7.020 Summer School Sick Leave

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

7.02 Parental Leave

7.021 Definition

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

7.022 Notification of Parental Leave

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

7.023 Length of Parental Leave

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

7.024 Termination of Parental Leave

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

a grading period upon approval of the Superintendent. Upon return from parental leave of three (3) or more years, refer to Article 7.12.

7.03 Personal Leave

7.031 Entitlement of Days; Notice of Request

For the first year of this Agreement (2015-16), each employee shall be entitled to three (3) days of personal unrestricted leave each year with pay. For years two and three of this Agreement (2016-17 and 2017-18), each employee shall be entitled to four (4) days of unrestricted personal leave each year with pay. Such leave shall be granted upon written request filed by the employee with the Superintendent forty-eight (48) hours or more, whenever possible, prior to taking the leave, except in the case of an emergency where prior notice is not possible. In 2015-16, an additional personal day may be granted, pending the Superintendent's approval of such request.

7.032 Restrictions

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

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

7.033 Unused Personal Leave Days

2015-16 and 2016-17: Unused personal leave days shall be transferred into the employee's sick leave accrual.

2017-2018: Employees will have the option of transferring unused personal leave days into the employee's sick leave accrual OR receiving \$70 per unused day, with a minimum requirement of two days. Requests for payment must be submitted to the Treasurer's Office no later than June 15 and will be paid on the June 25 pay date.

7.04 Military Leave

7.041 Return to Same Position

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

7.042 Application for Reinstatement

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

7.043 Unpaid Leave; Salary Experience Credit

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

7.05 Professional Leave

7.051 Authorization

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

7.052 Expense Reimbursement

The Board shall reimburse an employee for costs incurred on the professional leave provided that

proper receipts and documentation are furnished. These costs shall be reimbursed as follows:

1. Meals (per day)

Breakfast	\$10.00
Lunch	15.00
Dinner	20.00
2. Lodging (per day) \$120.00
3. Mileage (per mile) as agreed in Article V, Section 5.071.
4. Registration
5. Parking
6. Materials

7.053 Leave Non-Cumulative

The absence from contractual duties of an employee who was officially authorized to attend a professional meeting in accordance with the provisions of this policy will be charged with professional leave in lieu of personal leave. Professional leave is not accruable nor accumulative. It is only activated when and if the employee applies for and is authorized to be absent for purposes of attending professional meetings and conferences with or without students.

7.06 Sabbatical Leave

7.061 Eligibility

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

7.062 Application

Requests for sabbatical leave of absence shall be made at least sixty (60) days prior to the beginning of such requested leave. The applicant must be

notified by the Board of the disposition of the request within thirty (30) days of its receipt.

7.063 Annual Limitation

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

7.064 Seniority

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

7.065 Written Prospectus for Professional Growth

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

7.066 Return From Leave; Salary Experience Credit

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

7.067 Retention of Rights

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

7.068 Return to Former Position

At the expiration of the leave, the employee shall be reinstated to his/her former position if it still exists.

7.069 Requests for Subsequent Sabbatical Leave

Sabbatical leave for professional improvement will not be granted to any employee more often than once for every five (5) consecutive years of service, nor will it be granted a second time to the same

employee when other employees in sufficient number to fill the quota for the period have filed a request for, and are waiting for, such leave.

7.07 GEA Released Time Leave

7.071 Unreimbursable Leave

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

7.072 Reimbursable Leave

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

7.08 Leave of Absence for Disability

7.081 Maximum Length of Leave

In accordance with the Ohio Revised Code Section 3319.13, the Board shall grant to an employee a leave of absence without pay or benefits for up to two (2) years if the reason for the request is for the employee's own illness or other disability. Subsequent renewals or extensions of unpaid leave are at the discretion of the Board.

7.082 Application; Doctor's Statements

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

7.083 Early Return from Leave

No employee granted an unpaid leave of absence for disability shall return to service prior to the expiration date of such leave without the express written approval of the Superintendent. If an employee on a leave of absence for disability wishes to return to active duty at the beginning of the next school year but prior to the end of the leave, such teacher shall advise the Superintendent in writing on or before July 10 and the Superintendent will make a determination regarding such return of duty.

7.084 Return to Same Position

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

7.085 Subsequent Requests for Leave

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

7.086 Unrequested Leave on Superintendent's Recommendation

When an employee has been absent from active service a sufficient number of days, and continues in absence without applying for a leave of absence under this Section, the Superintendent shall investigate the facts of the case and shall have the authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the ORC.

7.09 Assault Leave

Employees who are injured or impacted as a result of any assault while performing school duties on school property, or while performing school duties on other premises, shall be granted a paid assault leave by the Board in lieu of sick leave. The amount paid shall be reduced by the amount of Workers Compensation received by the employee, but shall not exceed the employee's per diem rate of pay. In order to be eligible for assault leave, the employee shall be required to submit a physician's verification that the condition exists as a result of the said assault. If medical attention is

required, the physician's statement must also state the nature of the disability and its duration. The employee must also submit a statement that indicates the nature of the injury, the date of its occurrence, the facts surrounding the assault, and the willingness of the employee to participate and cooperate with the Board in pursuing legal action against the assailant(s).

Payment for assault leave will not be approved until the required physician's verification/statement and employee statement are provided to the Treasurer. Falsification of either the employee's signed statement or a physician's verification/statement is grounds for suspension or termination of employment under Revised Code 3319.16.

7.10 Personal Leave Without Pay

The Board shall grant to an employee, upon request by the employee, a leave of absence without pay for a period of one (1) school year for personal reasons. Board approval will be required before granting any request made after July 31. Upon return from such leave, the employee shall be returned to the same position.

7.11 Jury Duty

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

7.12 Return from Leave

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

b. When a bargaining unit member returns from any leave listed in Article VII of this Agreement, he/she shall be

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

7.13 Family and Medical Leave Act

1. The parties agree to abide by the provisions of the federal Family and Medical Leave Act (FMLA) of 1993 as amended.
2. To be eligible for leave under the FMLA, an employee must have performed at least 1,250 hours of service for the Board over the 12-month period preceding the commencement of the leave.
3. Upon the terms and conditions of this provision, each employee is entitled up to twelve weeks of leave in any twelve-month period. The "twelve month period" shall be a "rolling" twelve month period measured backward from the date an employee uses any FMLA leave.
4. Employees seeking to use the FMLA shall apply with the Treasurer's office for a Request for Leave form.
5. The Board of Education shall post the FMLA available in each building, as required by law.

7.131 The Board will continue to provide group health insurance during the period of the FMLA leave, but shall not continue other benefits (e.g. life or disability insurance) during the leave period.

7.132 An Employee who fraudulently obtains FMLA leave from the Board is not protected by the law's job restoration or maintenance of health benefits provisions.

ARTICLE VIII
CHANGE IN ASSIGNMENT OR TRANSFER OF PERSONNEL

8.01 Employee Assignment

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

8.02 Transfers

8.021 Voluntary Transfers

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

Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.

- D. Subsequent to the required consideration of displaced bargaining unit members and employees on the recall list, the bargaining unit member possessing the proper certificate/license, and having the greatest seniority shall be awarded the position. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.
- E. The Superintendent shall determine the final placement of all bargaining unit members provided such determination is not violative of the provisions of voluntary transfers.

8.022 Involuntary Transfers

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

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

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

- B. The bargaining unit member being transferred excluding those employees affected by the return of an employee from a leave of absence shall be granted one (1) workday off (with compensation in accordance with Article 5.16) to affect such transfer if such transfer is after the beginning of the school year and to a different building. Should the bargaining unit member not meet the Ohio Department of Education's definition of highly qualified, he/she shall be given a period of time, mutually agreed upon by the Board and the Association, to become highly qualified. The bargaining unit member will be responsible for becoming highly qualified within the agreed time period.

8.03 Vacancies

A bargaining unit position vacancy shall exist when the employee who held that position leaves the employment of the Board, accepts assignment to another employment position with the Board, or when the Board creates a new bargaining unit position.

A vacancy that occurs after August 1st shall be posted. The Superintendent may fill the position immediately in accordance with Article VIII, or defer filling the position until the following school year.

8.031 Posting

Notice of each vacancy will be posted to each employee by the Superintendent for no fewer than five (5) work days. Each employee shall receive

notification via: school email and written notice posted in each school office. The posting shall state the title, certification/licensure needed for the position, the work location for the position, the date the vacancy will exist, the person to whom application is to be submitted, and where the job description for the position may be obtained. The position shall be filled no later than five (5) work days after the posting period above or the date the vacancy exists, whichever is later, provided there is a qualified employee applicant for the position. During the summer months when school is not in regular session, each employee shall receive notification via: school email, written notice posted in each school office, and the district phone notification system.

Posting Procedure

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

8.032 Staffing New Buildings

If a new building or a newly-organized building is being staffed with employees, the Superintendent and/or Principal of the new building or newly organized building may not staff said building without regard to the seniority factor. The employees chosen per the aforementioned provisions, shall be notified by the Superintendent

by certified mail, and in no event later than August 10 of the school year excepting, however, for emergency situations which arise subsequent to August 10. In any event the employee shall be notified as soon as such emergency situation is known. If said employee fails to accept the new position within three (3) days after he/she has received the certified letter, then the Superintendent may offer the position to the next qualified employee. When the faculty of a building or grade level is reassigned in mass to a different location, this section does not apply.

8.04 Supplemental Pay Positions

8.041 Vacancy Postings

Supplemental pay positions of head coach and heads of other non-athletic supplemental services shall be posted when vacancies occur in accordance with Section 8.03 and 8.031, less certification requirements. The GEA Athletic Council members shall serve as the bargaining unit's representative in the collective determination of the criteria for the posting of a head athletic position. For head athletic positions, the superintendent will give due consideration to criteria submitted by the Athletic Council and, with input from the Board, shall establish criteria for the position. In the event that the GEA membership on the Athletic Council falls below three (3), the GEA President shall appoint the necessary appointees to reach the above-mentioned number on the Athletic Council.

8.042 Term of Supplemental Contracts

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

8.043 Recommendations for Assistants' Positions

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

8.044 Hiring Outside the Bargaining Unit

All supplemental pay positions shall be filled by employees who meet the criteria established in 8.041. In the event that no qualified employee applies for the position after posting, the position shall be offered first to any qualified certificated person outside the bargaining unit who meets the above mentioned criteria, and then to any other person qualified under the law and who meets the criteria established through 8.041. Reasons shall be provided in writing prior to the filling of the position to any bargaining unit applicant deemed unqualified. Persons hired from outside the bargaining unit will be held to provisions in the Agreement regarding term of supplemental contract and evaluation.

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

8.046 Supplemental Contract Evaluation

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

8.047 Committee Participation

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

8.048 Duration of Supplemental Contracts

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

8.05 Home Instruction (Tutoring) Positions

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

8.06 Summer School and After-School Positions

8.061 Posting of Positions; Applications

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

8.062 Method of Filling Positions

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

exist, positions in the summer school and evening classes shall be filled by the best qualified applicants outside of the bargaining unit.

ARTICLE IX **SENIORITY**

9.01 Definition

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

9.011 Exceptions

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

9.012 Breaking of Seniority

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

9.013 Breaking of Seniority Ties

In the event that two or more employees in the same area of certification/licensure share the same seniority by first day worked, they shall be placed on

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

9.02 Seniority List

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

The Association President shall notify the Superintendent within 15 working days of receipt of the seniority list of any errors/discrepancy(s). A corrected seniority list shall be prepared by the Board with a copy given to the GEA President and a copy posted conspicuously at each work location within 10 working days of receipt of said errors/discrepancy(s).

ARTICLE X REDUCTION IN FORCE

10.01 Reasons

Reasons for implementing reduction in force shall include:

- 10.011 Decreased enrollment of pupils.
- 10.012 Return to duty of regular employee after leave of absence.
- 10.013 Suspension of schools or territorial changes affecting the school system.
- 10.014 Loss of Chapter (Title) and auxiliary program funds resulting in loss or reduction of said program.
- 10.015 Financial Reasons.

10.02 Attrition

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

10.03 Retention

Retention of bargaining unit members and recall of eligible teachers whose contracts have been non-renewed pursuant to a reduction in force will not be based upon seniority, except in circumstances involving teachers with comparable evaluations. In the event of comparable evaluations, seniority in the District shall prevail.

For the duration of this Agreement, comparable evaluations of OTES teachers will be defined as all evaluation ratings above "ineffective."

10.04 Order of Reduction

When reductions are necessary, the Superintendent will make recommendations as follows:

1. Teachers holding temporary certificates/licenses shall be the first to have their contracts non-renewed.
2. If further reductions are necessary, limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - a. "Ineffective" as defined in accordance with this Agreement, with the contract of the least senior limited contract teacher in the affected teaching field the first to be non-renewed.
 - b. With all evaluations above "ineffective", seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be non-renewed.

3. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - a. "Ineffective", as defined in accordance with this Agreement, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be non-renewed.
 - b. With all evaluations above "ineffective", seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be non-renewed.
 - c. The time that an employee acquires his/her continuing contract has no significance (i.e., two (2) employees, one acquired his/her continuing contract in 1970 and has twenty (20) years with the system, while another acquired his/her continuing contract in 1980 and has twenty-two (22) years in the system. Both have continuing contracts, and the employee with the most years in the system has preference in seniority, regardless of the fact that his/her continuing contract was acquired ten (10) years after the other).

4. Non-OTES teachers

For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), decisions regarding reduction in force shall be based upon seniority and licensure.

10.05 Notice of Anticipated Reduction in Force

Employees whose jobs are in jeopardy shall be notified of the anticipated reduction in force in writing by April 1st whenever possible, but not later than May 10. Such notice shall specify the reason(s) for the anticipated reduction in force. Copies shall be provided to the GEA.

Employees, excluding persons hired to fill leaves of absence of one (1) year or less, shall be placed on the reduction in force list compiled from the seniority list above. However, limited contract employees whose contracts are not renewed

for performance reasons shall not be placed on the reduction in force list.

10.06 GEA Presentation to Board

Not later than the regular May Board meeting, which shall not occur before May 15, the GEA shall be given the opportunity to address the Board in an open meeting for the purpose of presenting both orally and in writing, its views on the proposed reduction in force.

10.07 Unemployment Compensation

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

10.08 Placement on Substitute List

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

10.09 Re-Employment Eligibility; New Employees

Retention and recall shall be based upon seniority and effectiveness ratings as set forth in this Agreement. Seniority shall prevail in recalling any bargaining unit member with comparable evaluations. When selecting among teachers with comparable evaluations, any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certificated/licensed.

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

10.10 Transfers When RIF Exists

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

10.11 Notice of Offer of Re-Employment

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with an offer of re-employment or other notice to the employee. If an employee fails to accept the offer of re-employment in writing within ten (10) days from the date said offer is delivered at the last known address of the employee, said employee shall be considered to have rejected said offer and shall be removed from the reduction in force list. Neither acceptance nor rejection of an offer of employment in a less than full-time position shall operate to remove the employee from the reduction in force list, unless such employee's previous position equally was less than full-time.

10.12 Retention of Rights and Benefits

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

10.13 Duration of Recall Rights

Limited contract employees will remain on the reduction in force list for a period of two (2) years from the time of their layoff. There is no limitation for continuing contract teachers. However, if any employee on the reduction in force list accepts other employment, the employee shall retain all

recall rights for the above stated period of two (2) years or until he/she rejects a valid offer of re-employment pursuant to Section 10.11 above.

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

10.14 Placement On Substitute List

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

10.15 Pre-Agreement Preservation of Rights

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

10.16 Lists Available to GEA

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

10.17 Employees Returning from Leave

It is understood that an employee's individual contract may be suspended at a time that would not allow compliance with the deadlines in Article 10.05 in the case of a RIF necessitated by an employee returning from leave.

ARTICLE XI
EMPLOYEE EVALUATION; CONTINUING CONTRACT;
EMPLOYEE FILES

11.01 Employee Evaluation

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to

advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing the best educational practices in order to provide the greatest opportunity for student learning and achievement.

The Agreement shall be implemented as set forth herein and included in the collective bargaining agreement with the Girard Educational Association.

Bargaining unit members who declare retirement by December 1st of the current school year, and submit a letter of intent to the Superintendent by that date, are exempt from the evaluation process.

Evaluation and Student Growth Measures Committees

Given the ever-changing nature of the mandated teacher evaluation process, the Board authorizes the Superintendent and the District Evaluation Committee (GTESC) to mutually agree upon recommended changes to the Board for the appropriate revision of this OTES Agreement throughout the duration of this contract. The Student Growth Measure Committee may assist in recommending changes in the area of development of student learning objectives and the assessments of student growth.

Any revisions to this negotiated agreement must be in accordance to the law and approved by the terms of this agreement.

11.011 Definitions

"OTES"- stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education 2011, or as otherwise modified by the State Board of Education.

"Teacher"- For the purpose of this Agreement, "teacher" means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222, or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this Agreement. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures in Article 11.01-B and Appendices B-2, B-6, and C of the collective bargaining agreement in effect between the Board and the Girard Education Association.

The Superintendent, Treasurer, and any "other administrator" as defined by ORC Section 3319.02 are not subject to evaluation under this Agreement.

"Credential Evaluator"- For the purposes of this Agreement each teacher subject to evaluation will be evaluated by a person who:

- a. Is the direct building administrator (direct principal or assistant principal) of the teacher's home building. Another administrator in the district may evaluate the teacher if requested by the teacher and agreed upon by the requested administrator; and
- b. Meets the eligibility requirements under ORC Section 3319.111 (D); and
- c. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- d. Has completed state-sponsored evaluation training as has passed online credentialing assessment.

Only credentialed principals and assistant principal regularly employed by the Board will serve as evaluators, unless otherwise agreed to by both parties.

"eTPES"- is the Electronic Teacher and Principal Evaluation System (eTPES) is the electronic system used by the District to report evaluation data to ODE.

"Evaluation Cycle"- is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance assessments that

are conducted for the current school year to assign a summative evaluation rating.

“Evaluation Factors” - refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance (50%).

“Evaluation Framework”- means the document created and approved by the Ohio Department of Education in accordance with section 3319.111 (A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

“Evaluation Instruments”- refers to the forms used by the teacher’s evaluator. Those forms, developed by ODE or other forms as agreed upon by Girard Education Association and the Board of Education; are located in the appendix to this Agreement.

“Evaluation Rating”- means the final summative evaluation level that is assigned to a teacher pursuant to the terms of this Agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this Agreement and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this Agreement. Each completed evaluation will result in the assignment of one of the following evaluation ratings to the Accomplished, Skilled, Developing, or Ineffective. The Credential Evaluator will use a holistic approach when scoring the Teacher Performance Evaluation Rubric. Any changes to this language will be discussed and agreed upon by the BOE and the GEA.

“Comparable Evaluations”- For the purpose of this Agreement, “comparable” shall mean all teachers rated above “Ineffective” for their Final Summative Rating shall be comparable and equal.

“Student Growth”- means a unit of academic growth projected for a student over the specified period of time, and which has been established according to a set of procedures defined by either the value-added data system provider

employed by the State of Ohio or locally developed student learning objectives (SLOs).

“Student Learning Objectives” (“SLOs”) - A measurable academic growth target that is set at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

“Shared Attribution Measures”- encompasses student growth measures that can be attributed to a group as determined in consultation with the Student Learning Objective Committee.

“Value-Added”- refers to measure of student progress at the district and school level based on each student’s scores on the state issued standardized assessments.

“Walk-Throughs”- a five (5) to ten (10) minute informal observation conducted by a Credentialed Evaluator using the approved Walk Through form agreed upon by the Girard Education Association and Board of Education (in appendix).

“Teacher Performance”- is the assessment of a teacher’s performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instruction artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

“Teacher-Student Data Linkage (TSDL)”- refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.

11.012 Standards-Based Teacher Evaluation

Teacher evaluations will be utilizing multiple factors, with the intent of providing meaning feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

The District will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually file a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set herein.

11.013 Assessment of Teacher Performance-

Teacher performance will be evaluated during two (2) approved/scheduled formal observations and periodic informal observations also known as "classroom walkthroughs". Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process, using the 10 sections within the 7 standards based performance indicators on the Teacher Performance Evaluation Rubric, by a trained and credentialed evaluator:

- A. understanding student learning and development and respecting the diversity of the student they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with student, parents, other educators, District administrators and the community to support student learning; and

G. assuming responsibility for professional growth, performance and involvement.

Teachers subject to evaluation under this Agreement will be evaluated annually using:

- 1) the Formal Observation Procedure described herein; and
- 2) a series of Informal Observations/Classroom Walkthroughs

In addition, evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the teacher performance evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, and any evidence provided by the teacher.

11.014 Orientation of Teachers

Not later than September 15th of each year, or in the case of a new teacher, within thirty (30) days of the first day of employed, each teacher shall be notified in writing of the name and position of his or her evaluator, if other than their home building principal or assistant principal.

11.015 FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

11.0151 Schedule of Evaluation

All instructors who meet the definition of "teacher" as set forth by this Article shall be evaluated based on at least two (2) scheduled formal observations and periodic classroom walkthroughs. Walkthroughs should number no less than two (2) and no more than (4) four unless agreed upon by the teacher and evaluator each school year. Additional walkthrough may occur after the post conference upon mutual consent. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers who have a current rating of "Ineffective" and are under consideration for renewal/non-renewal or termination shall receive at least two (2) formal observations, with an option for a third formal observation upon mutual consent, in

addition to the periodic classroom walkthroughs (minimum of 2 walkthroughs per formal observation). The first observation will be no later than October 15th.

A teacher who has been granted a continuing contract or a teacher on a limited contract with more than four (4) years teaching experience in the district and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every third (3rd) school year, so long as the teacher's student growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year. The accomplished teacher may opt to be evaluated on an annual basis by having two (2) formal observations (one each year of the two year period).

A teacher who has been granted a continuing contract or a teacher on a limited contract with more than four (4) years teaching experience in the district and who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every second (2nd) school year, so long as the teacher's student growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year. The skilled teacher may opt to be evaluated on an annual basis by having two (2) formal observations (one each year of the period).

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. These dates should be reviewed and adjusted on a yearly basis by the GTESC.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" equally for instructional planning, instruction and assessment, and professionalism, set forth in Appendix B.

11.0152 Additional Criteria for Performance Assessment

Teacher instructional performance assessments shall be based on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the classroom walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the written permission of the teacher.

11.0153 Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two (2) weeks between formal non-continuous observations and the previous observation's post-conferences unless otherwise agreed by the teacher.

Teachers shall not receive a formal observation on a day before or after a day on which standardized testing is administered, any school holiday, any break of more than three (3) days, or the day after an approved long-term leave of absence.

After the first formal observation any subsequent formal observation shall not take place prior to the completion of the post conference.

11.0154 Observation Conferences

All observations shall be preceded by a pre-observation conference between the credentialed evaluator and the teacher within three (3) working days of the scheduled evaluation. At the pre-observation conference, teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (See Appendix B) and the parties shall agree to the date, class, and/or prep for the observation.

A post-observation conference shall be held after each formal observation. The post observation conference shall take place within ten (10) working days following the formal observation.

11.0155 Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one or more of the following components and

results in brief written notes or a summary using the approved Walkthrough Form in Appendix B:

1. evidence of planning;
2. lesson delivery;
3. differentiation;
4. resources;
5. classroom environment;
6. student engagement;
7. assessment; or
8. any other component of the standards and rubrics approved for teacher evaluation.

The walkthrough shall consist of at least five (5) consecutive minutes, but not more than ten (10) consecutive minutes in duration.

The classroom walkthrough is a:

- tool that provides the opportunity to gather evidence of instruction over a series of short classroom visits.
- process for giving targeted evidenced-based feedback to teachers, and;
- means for evaluators to visit classroom more frequently and more purposefully.

A classroom walkthrough is not a(n):

- formal observation
- “gotcha” opportunity for supervisors or evaluators;
- isolated event; or
- shortcut to the observation protocol required as part of the teacher evaluation process.

The teacher shall be provided access to the walkthrough form. Data gathered from the walkthrough must be placed on the form designated in Appendix B and provided to the teacher within two (2) days of the completion of the walkthrough. Feedback from walkthroughs may be done electronically within 24 hours of the observation. The teacher and or administrator may request a face to face meeting to discuss the walkthrough feedback. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

11.0156 Remediation of Significant Deficiencies Identified During Observation

Formal observations resulting in the identification of performance deficiencies shall be addressed during the post-observation conference. All significant deficiencies identified by the evaluator which might result in adverse employment action shall be compiled and reported in the post - observation form. The evaluator involved shall make recommendations to assist the teacher for the purpose of remediation of identified deficiencies that unabated, might lead to adverse employment action.

The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such remediation issues shall be added into the teacher's growth or improvement plan, including:

1. Performance issues documented as deficient; and
2. Specific performance expectations.

11.016 Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing performance for an individual student occurring between two points in time. It is important to note that a student who has 45 or more absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1: teachers instructing in value-added subjects exclusively; (For these teachers, the entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.)

A2: teachers instructing in value-added courses, but not exclusively; (For these teachers, value-added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved local measures), the assessment

data measures should be representative of the teacher's schedule.)

C: teachers instructing in areas where no teacher-level value-added assessment is available. (If used, only one (1) "shared attribution" measure can be utilized per instructor.)

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the District's Guidelines for Student Growth Measurement. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When neither teacher-level value added data nor Ohio Department of Education-approved assessments are available, the District shall use locally- determined Student Growth Measures for the C teachers as set forth in this Article. Student Growth Measures may be comprised of SLO's and shared attribution.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment (s), Growth Targets, and Rational for Growth Targets. When new SLO's are developed or revised, the process will include consultation with the Student Growth Measure Committee. The Board's process for creating and revising SLO's is set forth in the District's Guidelines for Student Growth Measurement.

11.0161 Growth Target Formula

The Growth Target formula utilized in Girard City Schools to determine student growth on SLO's will be:

$$100 - \text{pre-assessment score} = X$$

$$X / 4 + \text{pre-assessment score} = \text{growth target}$$

Students will increase their score by one fourth of the difference between 100 and their pre-assessment score. Teachers shall input pre and post scores on the electronic SLO Scoring Spread Sheet provided by the SLO committee.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance:

<u>Percent of Students that Met Growth Target</u>	<u>Descriptive Rating</u>	<u>Points</u>
<u>90% - 100%</u>	<u>Most Effective (5)</u>	<u>600</u>
<u>80% - 89%</u>	<u>Above Average (4)</u>	<u>400</u>
<u>70% - 79%</u>	<u>Average (3)</u>	<u>300</u>
<u>60% - 69%</u>	<u>Approaching Average (2)</u>	<u>200</u>
<u>0% - 59%</u>	<u>Least Effective (1)</u>	<u>100</u>

11.0162 Student Growth Measures (SGM)

When utilizing SLO's to construct SGM's, the teacher shall submit the completed SLO template for approval of the SLO by the Student Growth Measure Committee (SGMC). The due date will be set by the SGMC on a yearly basis.

1. The SGMC shall review all submitted SLOs within four (4) weeks of submission due date.
2. Any SLO that is not approved by the SGMC shall be returned to the teacher with specific designation of deficiencies for resubmittal of the corrected SLO within ten (10) work days.

Teachers shall administer the final assessment to determine student growth as defined in the SGMs. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGMC review the results for the sole purpose of verifying accuracy.

High stakes employment decisions will not be made solely from the student growth portion of the teacher evaluation. The District's shared attribution SGM scores are determined in consultation with the District GTESC.

Co-teaching SGM Score: Teachers who have an approved co-teaching arrangement shall determine the percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

A teacher evidencing approved long-term leave (e.g. FMLA, parental or other Board authorized leave), with a mutual

agreement of the evaluator, may utilize student growth measures from the most recent prior year.

11.017 Final Teacher Evaluation Framework (50+50)

Student growth		Performance		Final summative rating	
Most Effective (5)	600	Accomplished (4)	600	Accomplished	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	Ineffective (1)	0	Ineffective	0-99
Below Average (1)	0				

A1 Teacher: 50% SGM (Value Added) + 50% Teacher Performance = Final Rating

A2 Teacher: 50% SGM (25% Value Added + 25% SLO) + 50% Teacher Performance = Final Rating

C Teacher: 50% SGM (40% SLO + 10% Shared Attribution) + 50% Teacher Performance = Final Rating

A teacher's summative evaluation rating shall be determined through compilation of all essential records reported to eTPES.

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. All 10 sections within the 7 standards based performance indicators of the Teacher Performance Evaluation Rubric will be assessed through a holistic process, taking into consideration all observed and collected evidence throughout the entire school year.

11.018 Teacher Evaluation Performance Point System

The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report.

Teacher signature on the evaluation report verifies notification to the teacher that the evaluation will be placed on file, but is not evidence that the teacher agrees with the contents. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

At the conclusion of the evaluation process each teacher's final performance rating of Accomplished, Skilled, Developing, or Ineffective and the final growth measure ranking of most effective, above average, average, approaching average, or below average will be entered into the electronic system, Ohio eTEPS (Ohio electronic Teacher and Principal Evaluation Systems). After the data is entered, the eTEPS will calculate the Final Summative Rating of Teacher Effectiveness. The eTEPS will be used to report teacher effectiveness ratings. Any personal information that is not considered public record shall be redacted from any submissions.

11.0181 Response to Evaluation

The teacher may, within five (5) business days following the receipt of an evaluation report, submit a written rebuttal, not to exceed three (3) pages in length, which shall be promptly attached to the evaluation report and any copies of the evaluation report which are retained in the District's records or submitted to the Board for its consideration.

11.019 Professional Growth and Improvement Plans

Based upon the results of the annual teacher final summative teacher evaluation, as determined above, each teacher and/or their credentialed evaluator must develop either a Professional Growth Plan or Improvement Plan. Teachers developing a Professional Growth Plan will utilize the Self-Assessment Summary Tool found in Appendix B. There will be four categories of Professional Growth or Improvement Plans:

- 1) Teachers rated Accomplished or Skilled who have Met or have Above Expected student growth will develop their Professional Growth Plan independently and submit their plan to their credentialed evaluator. Professional Growth Plans for a school year shall be developed by the fourth week of that school year. The Professional Growth Plan shall include the following components:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice;
- Outcomes that will enable the teacher to increase student learning and achievement.
- A teacher may submit their Professional Growth Plan in lieu of an IPDP to the LPDC to meet renewal requirements for their certificate/license.
- Timelines for completion of the plan.

2) Teachers who meet Expected levels of student growth and attain a rating of Developing must develop a Professional Growth Plan collaboratively with their credentialed evaluator for the evaluation cycle. Professional Growth Plans for a school year shall be developed by the fourth week of that school year. The Professional Growth Plan shall include the following components:

- Identification of area(s) for the future professional growth;
- Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice;
- Outcomes that will enable the teacher to increase student learning and achievement.
- A teacher may submit their Professional Growth Plan in lieu of an IPDP to the LPDC to meet renewal requirements for their certificate/license.
- Timelines for completion of the plan.

3) Teachers who meet Below-Expected levels of student growth and attain a rating of Developing or above develop a Professional Growth Plan collaboratively with their credentialed evaluator for the evaluation cycle. Professional Growth Plans for a school year shall be developed by the fourth week of that school year. The professional growth plan shall include the following components:

- Identification of area(s) for the future professional growth;
- Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice;
- Outcomes that will enable the teacher to increase student learning and achievement.
- A teacher may submit their Professional Growth Plan in lieu of an IPDP to the LPDC to meet renewal requirements for their certificate/license.

- Timelines for completion of the plan.

4) Teachers who meet Below-Expected levels of student growth and are rated Ineffective on the Teacher Performance component must comply with an Improvement Plan developed by their credentialed evaluator with input from the teacher. Improvement Plans for the next school year shall be developed not later than May 20th of each school year. The Improvement Plan shall include the following components:

- An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
- A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies.
- A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to documents the completion of the improvement plan;
- A description of educational supports and/or opportunities for professional development needed to improve the identified area(s).
- A description of support the Board will provide to assist in the completion of this Improvement Plan. (i.e. – provide a substitute teacher if the teacher needs to attend a workshop during the workday, etc.)
- A teacher may submit their Professional Improvement Plan in lieu of an IPDP to the LPDC to meet renewal requirements for their certificate/license.
- Timelines for completion of the plan.
- The first observation of the following year will be conducted no later than October 15th.

11.0191 Board Professional Development Plan

The Board shall meet the requirements of ORC 3319.112 (A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this Agreement and in accordance with the Ohio State Board Of Education's statewide evaluation framework. The Board's plan will be reviewed annually.

11.0192 Retention/Removal of Teachers

It is the purpose of this Standards-Based Teacher Evaluation Agreement to improve the quality of instruction, enhance student learning and strengthen professional competence

through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decision regarding removal/non-renewal of poorly performing teachers. For the duration of this agreement, any OTES rating above "ineffective" shall be considered comparable and equal.

The removal/non-renewal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the language of the Collective Bargaining Agreement between the Board and the Girard Education Association.

Any teacher with a summative rating of ineffective for two out of three most recent school years may have their contract terminated at the discretion of the Board of Education. The teacher has the right to address the Board, with an agent of his/her choice if so desired, before such action is taken.

Nothing in this Agreement will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Girard Education Association. The evaluation system and procedures set forth in this Agreement shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this Agreement. The Board reserves the right to non-renew a teacher evaluated under this Agreement in accordance with this Agreement and O.R.C. 3319.11 notwithstanding the teacher's summative rating.

11.01-B Non-OTES Employee Appraisal Observations

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

Objectives

1. Provide opportunity for improvement of the teaching and learning process.

2. Provide an opportunity to improve rapport between staff and administration.
3. Provide appraisal by specific criteria.
4. Provide basis for determining re-employment or non-renewal.

11.011-B Terms

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

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

APPRAISEE - employees in the bargaining unit.

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

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

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

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

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

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

APPRAISAL INSTRUMENT - shall consist of two sections which are:

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

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

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

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

11.012-B Procedures

1. Focus of the appraisal procedure is to be on teaching performance.
2. Appraisal is to be conducted by the employee's immediate supervisor or other mutually agreed upon appraiser.
3. The appraisal procedure should be the same for all professional staff, regardless of the school, level of assignment, and position presently held.
4. All employees will receive a copy of the Appraisal Instrument within the first week of each school year.
5. Classroom Observation Procedure:
 - a. An observation of at least 30 uninterrupted minutes, but not more than 60 minutes unless mutually agreed upon

will take place before the Appraisal Report is completed.

- b. All observations shall be done in the open and with the full knowledge of the employees.
- c. A formal observation will be postponed by mutual agreement between the appraiser and the appraisee.
- d. For appraisal purposes, the teachers in the Girard City School district are divided into three categories.

11.0121-B Tenured Teachers

- a. One (1) formal appraisal will be made every year of tenured teachers unless the appraisal is unsatisfactory. The one (1) appraisal shall consist of one (1) formal observation. At the discretion of the building principal, the appraisal may be waived.
- b. The appraisal must be completed on or before March 1, and the employee shall receive the written report of the appraisal by May 10.
- c. An unsatisfactory overall teacher appraisal report will require another formal appraisal before May 1 of the year of the appraisal.
- d. A teacher may request an additional formal appraisal at any time convenient to both parties.
- e. Any tenured teacher who is having performance problems and whose job may be in jeopardy shall have a minimum of two appraisals with no less than forty-five (45) school days for the teacher to correct any deficiencies.

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

- a. One or two formal appraisal(s) per school year will be made of limited contract teachers with four or more years teaching experience.
- b. The first appraisal must be completed on or before December 1, and the employee shall receive the written report of the appraisal by December 10. If a second evaluation is done, it must be completed by March 1 and the employee shall receive the written report by March 10.
- c. An unsatisfactory overall teacher appraisal report will require another formal appraisal before May 1 and the employee shall receive a written report by May 10.
- d. Except when applying for tenure, if the first evaluation has proven to be satisfactory, the administration respectfully waives the second cycle of appraisal/observations.
- e. A teacher may request an additional formal appraisal anytime convenient to both parties.
- f. The school year that a staff member is eligible for tenure (continuing contract) he/she shall be observed and evaluated according to the terms of the contract with four (4) observations, two (2) appraisals completed according to the timelines noted in 11.0122. All potential candidates for tenure must notify their appraiser by October 1 of the school year in which they are requesting consideration for tenure.

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

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

11.013-B Observation and Appraisal Reports

- a. No more than three copies of the appraisal report are to be signed by both parties. One copy is for the immediate supervisor, one copy for the teacher, and one copy shall be placed in the employee's personnel file.
- b. The bargaining unit member has the option to concur or not to concur with the appraisal. If the teacher disagrees with any or all items, he/she must submit three copies, in writing, of his/her own statement of rebuttal within ten (10) school days of the appraisal conference. The rebuttal will become permanently attached to all three copies of the appraisal report. Upon request, the employee shall be granted a conference with the Superintendent, appraiser and GEA representative.
- c. An employee given an evaluation which may contribute to the non-renewal or other

termination of that employee's employment may request an observation, report, and conference conducted by an appraiser other than the immediate supervisor. The alternate appraiser shall be selected by the Superintendent.

- d. Although it is understood this appraisal system will evolve with usage, no change may take place in this agreement without the consent of both parties.
- e. Employees who are guidance counselors, librarians and nurses will be appraised in the same manner as regular classroom employees, with the exception that classroom observation will not apply. Instead, Performance Checklists will be used and shall be included as part of the appraisal system.
- f. Observations of Study Hall, Cafeteria, Playground, Co-curricular, and/or Bus Duties will not constitute formal observations, but may be included under general comments on the Teacher Appraisal Report.

11.014-B Conference

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

items on the Observation Checklist and Appraisal Report were discussed.

- c. The appraiser will arrange with the appraisee within ten (10) school days of the observation, except as mutually agreed to by both parties. The employee shall be provided a copy of the appraisers intended appraisal report prior to the conference whenever possible. An employee shall be entitled to have present at the conference a GEA representative.

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

11.02 Procedure for Continuing Contract

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

Qualifications of Eligibility for Teachers Licensed Prior to January 1, 2011

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

If the teacher did not have a master's degree at the time he or she received an initial certificate or license, the teacher must have completed thirty semester hours of coursework in the area of licensure or in an area of licensure or in an area related to the teaching field since the issuance of the initial certificate or license.

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

Qualifications of Eligibility for Teachers Licensed After January 1, 2011

1. The teacher must have taught at least three years in the last five in the District. A teacher who had a continuing contract elsewhere must have served two years in the District.
2. The teacher must hold a professional, senior professional or lead professional license AND has held an educator's license for at least seven (7) years. In addition:

If the teacher did not have a master's degree at the time he or she received an initial certificate or license, the teacher must have completed thirty semester hours of coursework in the area of licensure or in an area of licensure or in an area related to the teaching field since the issuance of the initial certificate or license.

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

11.03 Employee Files

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

11.031 Complaints

1. When an oral or written complaint is made by anyone other than Board supervisor or administrative personnel or law enforcement concerning an employee and is deemed serious enough to warrant further administrative action, the employee shall be informed as soon as possible in writing of the complaint by his/her immediate supervisor using the form in Appendix G. This form shall be used for notification purposes only. It shall not be placed in the employee's personnel file or used as an official record of complaint.

2. The employee and the immediate supervisor shall attempt to resolve the complaint of the complaining

party. The employee shall be given the opportunity to meet with their supervisor and the party making the complaint. The employee shall be entitled to have present at such conference a GEA representative.

3. A record of such complaint deemed valid may be placed in the employee's personnel file by the Superintendent.

4. No item from any anonymous source may be placed in the personnel file.

11.032 Employee Knowledge of Items

Items shall not be placed in an employee's personnel file unless the item has been made known to the employee, the employee has had an opportunity to read the item, and the employee has signed the item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents. Also, the employee may submit his/her own statement of rebuttal within 10 days of reviewing the complaint, which will become permanently attached to any item. Only the Superintendent shall have the right to place material in an employee's file. If the employee requests, he/she shall be given a copy of all entries prior to filing. Any information placed in an employee's file in violation of 11.03 shall be removed immediately upon the request of the employee in accordance with the Public Records law.

11.033 Right to Examine File; Reproduce Contents

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

11.034 File Security

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

ARTICLE XII

EMPLOYEE FAIR DISMISSAL AND DISCIPLINE PROCEDURES

12.01 Termination of Contract

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

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

Non-renewal of a limited teaching contract shall be preceded by written notification by the Superintendent to any employee employed for two (2) or more years stating the intent to consider non-renewal of the contract and the specific reason(s) for such consideration. An employee being so notified for non-renewal of his/her limited teaching contract shall be given notice in writing at least ten (10) days in advance of Board action, of the opportunity to resign and of the opportunity to address the Board, with a representative of his/her choosing, in executive session, prior to any action by the Board.

Teachers who have not yet completed two (2) full years under a limited contract, and who have received written notice of non-renewal on or before June 1, are without further recourse under law or this Agreement.

12.03 Employee Discipline; Representation

Any discipline of any employee, including, but not limited to, reprimand, paid/unpaid suspension, demotion, or termination, shall be only for cause. An employee shall be

entitled to have a GEA representative present at any time the employee is to be disciplined for any reason.

12.031 Supervision of Internet Usage

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

ARTICLE XIII
WORKING CONDITIONS

13.01 Planning Period

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

13.011 High School and Junior High School

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

13.012 Elementary

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

13.013 Planning Time During School Day

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

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

will notify employees of any such meeting no later than the Friday preceding the meeting except in case of an emergency. The principal may request a second meeting for Departments, Grade Levels, BLT's, TBT's, and the like. Teachers shall be notified of the meeting's date, time, duration, and agenda not later than one week preceding the meeting, except in case of an emergency.

13.02 Employee Preparations

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

13.03 Class Size/Class Load

The Board agrees that class sizes shall meet the Minimum Standards set forth by the State of Ohio, Department of Education. No regular class size will exceed the number of desks or work stations necessary for each student. The Board shall strive to attain the following goals:

13.031 Regular Classes

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

13.032 Special Education Classes

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

- A. ID 12
SLD 12
- B. Individual/Small groups should have no more than eighteen (18) pupils.
- C. Placement of students with disabilities (SWD) shall be determined by the entire IEP/ETR team. If a student has a recommendation from a psychiatrist, psychologist or inpatient/outpatient treatment center that states the best placement for that student is an ED unit, that recommendation will be followed. If placement in a unit is not possible, the student will not be automatically placed in a regular

education classroom. The entire IEP/ETR team will determine the best temporary placement for that child until placement in a unit is possible.

- D. The entire Special Education staff shall meet at least twice a year. This meeting shall be used to ensure the smooth transition of our students with disabilities as they move between grade levels and buildings. These meetings may also be used to discuss implementation of new mandates, to ensure paperwork for our special needs students is uniformed throughout the district, or any other matter that the entire team may need to discuss.

13.033 Release of Time for Special Education Staff

Three (3) in-school professional leave days per year will be provided to special education teachers who are charged with the responsibility of writing I.E.P.'s, M.F.E.'s, progress reports, and testing special education students. Additional in-school professional leave time may be scheduled as deemed necessary by the employee and the immediate supervisor. A professional leave form must be submitted two weeks prior to the board meeting with an outline of the duties to be performed on the professional day.

13.034 Number of Teaching Periods in a Day

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

13.035 Elementary Music, Art, and Physical Education Employees

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

13.036 Special Subject Classes

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

- A. Physical Education, General Music, and Art - no more than twenty-five (25) students in the elementary and high school. Band and choir classes are excluded from this provision.
- B. Study Hall - no more than seventy-five (75) students per employee. However, the study hall employee shall receive the negotiated per period rate(s) (Article 5.06) for each period in which the total number of students in the study hall exceeds seventy-five (75). This provision does not apply to an occasional case where a study hall is called solely to accommodate a common teacher planning period.
- C. Any science laboratory - no more than twenty-four (24) students

13.037 Lunchtime Supervision

Employees who agree to supervise students during lunchtime (lunchroom and recess area) at the high school/junior high shall be compensated at \$16.00 per lunch period, minimum of one position per lunch period; at the intermediate/elementary level, the rate shall be \$19.00 per lunch period, minimum of two (2) positions per grade level for each lunch period.

Employees at the intermediate/elementary level who agree to supervise lunchtime detention shall be compensated \$19.00 per lunch period.

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

13.04 Floating Employees

13.041 Eliminate Need

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

13.042 Storage Area

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

13.043 Storage/Working Area

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

13.044 Minimum Travel Time

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

13.05 Non-Paid Extra Duties

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

13.06 Private Telephones

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

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

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

13.08 Lunch Period

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

13.09 Workday - Contract Year

13.091 Length of Workday

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

13.092 School Year

The school year shall consist of one hundred eighty-two (182) workdays. (This includes 178 student days.) The school calendar shall include NEOEA Day as a non-contract day. Teacher preparation day (day immediately preceding the first day of instruction) will be limited to teacher preparation and staff meetings only. Every effort should be made to limit staff meetings with the immediate supervisor to no longer than a total of two hours for the day.

Bargaining unit members shall have the option of working a "flex ½ day" during the two (2) weeks that precede teacher preparation day in lieu of working a full teacher day at the end of the school year. The end of the year flex ½ day will be worked at a time and in a manner mutually agreed upon between the Board and the GEA.

13.093 School Calendar

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

In addition, the Board shall consult with the GEA regarding makeup days in the event school is closed by reason of disease epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment necessary or the school's operation, damage to a school building or other temporary circumstances due to utility failure rendering the school building unfit for school use. The Board shall make the final

decision regarding makeup days after consideration of the GEA's recommendation.

Effective the 2015-2016 contract year, the District will allow 5 calamity days followed by 3 on-line instruction days (i.e., blizzard bag days). Beginning with calamity day 9, missed school days will be made up starting with the first non-scheduled day available. The Board shall consult with the GEA President or his/her representative regarding makeup days. The Board shall make the final decision regarding makeup days after consideration of the GEA's recommendation.

Dependent on additional hazardous weather conditions and/or other calamity, the Board retains the latitude to grant additional calamity days while still meeting the statutory requirements for a minimum school year, as set forth in in Ohio Revised Code Section 3313.48.

The Board shall not be required to compensate teachers for days made up in accordance with the above stated provision or in order for the Board to comply with the state mandated minimum school year; however, any changes or amendments to the school calendar will not result in a reduction in bargaining unit member compensation.

13.094 2-Hour Delay Day

The Board shall provide one (1) 2-hour delay day during the school year. The 2-hour delay day shall coincide with the end of the first semester for record keeping. Staff meetings shall be limited to not longer than 30 minutes on these record keeping days. Teachers shall be notified of the meetings' date, time, duration, and agenda, not later than one week preceding the meeting, except in the case of an emergency.

13.095 Parent/Teacher Conferences

An Early Dismissal Day for students will be enacted on the two (2) Parent/Teacher conferences days (one per semester). Students will be dismissed 90 minutes early and conferences will commence 15 minutes thereafter. Each conference shall not exceed six (6) hours, inclusive of a thirty (30) minute lunch period scheduled midway through. No other

staff meetings shall be scheduled or called during the week in which conferences occur.

Employees who do not attend said conferences must have prior approval of the Superintendent and conference time will be worked in a manner mutually agreed upon between the employee and immediate supervisor.

13.096 Waiver Days

The Board and GEA may mutually agree to schedule up to two (2) waiver days for professional development. GEA District Leadership Team members will be consulted regarding the structure, planning, and content of waiver day activities.

Employees who are unable to attend will have the content of waiver day activities and/or any materials made available to them. All employees will be responsible for the content of waiver day activities.

13.097 District Sponsored Workshops

- A. The Board may provide in-service training to all employees new to the district over a two (2) year period immediately after hiring. Employees new to the district must attend training as directed by the administration not to exceed sixty (60) hours. Employees with more than two (2) years of service may be required to participate.
- B. Due to the ever changing landscape that is public education, the Board, through its Superintendent, may schedule one onsite mandatory District sponsored workshop during the school year that all employees are required to attend. Employees shall be notified of the workshop's date, time, duration, and contents not later than two weeks in advance. Said workshops will be scheduled immediately after the work day and shall not exceed 2 hours. Employees who are unable to attend will have workshop contents made available to them on an alternate date.
- C. Employees shall be compensated as provided in Article 5.12.

13.10 Substitutes: Qualifications; Assignments

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

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

13.11 Employee Protection

13.111 Common Concerns

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

13.112 Board Support; Enforcement of Discipline Policies

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

The board and administration of each building shall provide full support behind the discipline procedures and policies recommended by committees of building administrators and bargaining unit members in each individual building. The committees shall hold their first meeting(s) prior to April 15 of each year. The high school and middle school committees shall include at least three (3) faculty

members; the elementary committees shall include at least two (2) faculty members. The administrative makeup shall include each building level principal or designee. The building level administrator(s) will recommend the policies and procedures to the Superintendent.

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

13.113 Employee Self-Defense

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

13.114 Notice to Principal

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

13.115 Reports

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

13.116 Removal of Pupils

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

13.12 Instructional Materials

The Board shall provide to each employee all the materials and supplies required in the employee's daily responsibility.

13.13 Typing and Copying Equipment

The Superintendent shall provide the following:

1. One (1) xerographic quality copier available per building for employees' instructional materials; the right of an

employee to use the copier and other reproduction machine.

13.14 Academic Freedom

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

13.15 Employee Health and Safety

The Board shall provide a safe and healthful workplace, notify the GEA and employees of all hazards, and correct all hazards as soon as possible. All visitors to the buildings shall report to the office and be given identification badges.

13.151 Medical Procedures

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

ARTICLE XIV **BOARD'S RIGHTS**

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

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of school district operations;
4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Board as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Board as a governmental unit.

ARTICLE XV

GEA RIGHTS

15.01 Lawful Activities

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

15.02 Fair Share Fee

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

15.021 Effective Date

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

15.022 Method of Payment

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

15.023 Hold Harmless and Indemnification

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

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

due to a court order) or misapplies the fair share fee contract provision.

15.03 New Employee Information

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

15.04 New Employees

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

15.05 Inter-School Mail; Mailboxes

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

15.06 Inter-School Telephones

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

15.07 Bulletin Boards

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

15.08 Lounge/Restroom/Lunchroom

The employees shall be provided an adequate lounge in each building that is kept clean. There should be a facility for faculty lunchroom which may or may not be the same lounge facility. Conferences, meetings and student activities shall not be held in the employees' lounge during school hours. Provisions will be made to insure clean, adequate,

and private faculty restrooms that are separate from student facilities

15.09 Administrative Communications

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

Any written general communication from Building Principals or other Administrators directed to employees in a Building, group, or department also shall be sent to the GEA President at the time such written communication is distributed to the employees.

15.10 Review of Forms/State Mandated Signatures

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

Any form or website related to State mandated assessments that require employee signatures and/or acceptance of the site's terms and conditions shall be reviewed by the GEA President or his/her designee before distribution and/or site acceptance is required. Employees may submit his/her own written response statement to the test coordinator.

15.11 Use of School Buildings

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

15.12 Use of School Facilities/Equipment

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

15.13 Officer Leave

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

15.14 Convention Leave

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

15.15 Right to Representation

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

15.16 GEA Business on School Property During Workday

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

15.17 Copies of Insurance Policies

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

15.18 School Directory

Each employee shall be provided an updated directory of the Girard City Schools by September 1, unless otherwise mutually agreed by the parties.

15.19 Board Minutes, Agenda, and Addendum

The Superintendent will provide the President of the GEA with a copy of the Board's agenda, via email, not later than noon on the day of the meeting. Any public record of the Board meeting required to be kept under Section 149.43 of the ORC shall be made available to the GEA. Upon request, the Board minutes will be emailed to the President of the GEA or other bargaining unit members as soon as they are approved by Board action.

ARTICLE XVI
EFFECTS OF AGREEMENT

16.01 Policies and Practices

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

16.02 Printing and Distribution of Agreement

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

16.03 Individual Right to be Heard

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

16.04 Severability

If any provision(s) of this Agreement or any application of this Agreement to any employee or group of employees shall be found to be contrary to any existing state and/or federal laws or subsequently enacted state and/or federal laws, then such provisions or application shall not be deemed valid or

subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement.

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

16.05 Supremacy of Agreement

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

16.06 No Strike; No Lockout

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

16.07 Non-Discrimination

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

16.08 No Reprisal

The Board and/or Superintendent agree that there shall be no reprisals of any kind taken against any employee(s) for action taken relative to negotiations, to membership representation, to holding office in the GEA, or to initiating or participating in the grievance procedure.

16.09 Duration of Agreement

Except as otherwise provided herein, this Agreement shall be effective August 16, 2015 and shall remain in effect until midnight, August 15, 2018, at which time it shall expire, notwithstanding the effective date of a successor Agreement.

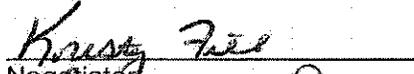
FOR THE GEA

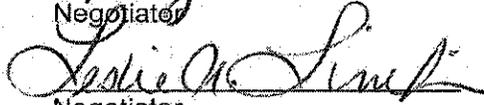
FOR THE BOARD

FOR THE GEA


Its President and Chief Negotiator


Negotiator

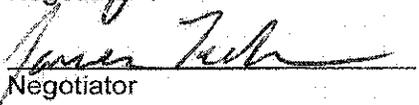

Negotiator


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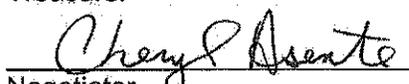

Negotiator

FOR THE BOARD


Its President


Superintendent and Chief Negotiator


Treasurer


Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

OEA Consultant

July 30, 2015
Date

GIRARD CITY SCHOOL DISTRICT
and
GIRARD EDUCATION ASSOCIATION

GRIEVANCE FORM

NAME OF GRIEVANT: _____

SCHOOL: _____

ASSIGNMENT: _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

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

B. RELIEF SOUGHT:

Signature of Grievant or
GEA Representative

Date

Ohio Teacher Evaluation System Forms

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

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

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

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

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

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

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

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

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

Pre/Post-Observation Planning and Lesson Reflection Form

Teacher Name _____

Directions to Teachers:

Complete left side of form (as a guide) prior to the lesson to be observed. Questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation. You may attach lesson or unit plans. Provide evaluator with copy of this form to be used for discussion during pre-observation conference and reference during classroom observation. Complete the right side of this form following the lesson that was observed. Use this form to reflect on the lesson, and take a copy to your evaluator to be used for discussion during the post-observation conference.

		Planning (Pre-Observation)	Reflection (Post-Observation)	Performance Rating
PLAN	FOCUS (Standard 4: Instruction) <ul style="list-style-type: none"> • What is the focus for the lesson? • What content will students know/understand? What skills will they demonstrate? • What standards are addressed in the planned instruction? • Why is this learning important? 			
	ASSESSMENT DATA (Standard 3: Assessment) <ul style="list-style-type: none"> • What assessment data was examined to inform this lesson planning? • What does pre-assessment data indicate about student learning needs? 			
	PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS (Standard 1: Students / Standard 2: Content / Standard 4: Instruction) <ul style="list-style-type: none"> • What prior knowledge do students need? • What are the connections to previous and future learning? • How does this lesson connect to students' real-life experiences and/or possible careers? • How does it connect to other disciplines? 			

Pre-Observation Planning and Lesson Reflection Form (page 2)

112

		Planning (Pre-Observation)	Evidence (Post-Observation)	Performance Rating
PLAN	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <ul style="list-style-type: none"> • What should the evaluator know about the student population? (See <i>Data Measures Inventory for the Classroom</i>) • How is this a developmentally appropriate learning activity? 			
	<p>LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • How will the goals for learning be communicated to students? • What instructional strategies and methods will be used to engage students and promote independent learning and problem solving? • What strategies will be used to make sure all students achieve lesson goals? • How will content-specific concepts, assumptions, and skills be taught? 			
	<p>DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • How will the instructional strategies address all students' learning needs? • How will the lesson engage and challenge students of all levels? • How will developmental gaps be addressed? 			
TEACH				

Pre-Observation Planning and Lesson Reflection Form (page 3)

		Planning (Pre-Observation)	Evidence (Post-Observation)	Performance Rating
TEACH	<p>RESOURCES (Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • What resources/materials will be used in instruction? • How will technology be integrated into lesson delivery? 			
	<p>CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Learning Environment)</p> <ul style="list-style-type: none"> • How will the environment support all students? • How will different grouping strategies be used? • How will safety in the classroom be ensured? • How will respect for all be modeled and taught? 			
	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <ul style="list-style-type: none"> • How will you check for understanding during the lesson? • What specific products or demonstrations will assess student learning / achievement of goals for instruction? • How will you ensure that students understand how they are doing and support students' self-assessment? <p>How will you use assessment data to inform your next steps?</p>			
ASSESS				

Pre-Observation Planning and Lesson Reflection Form (page 4)

		Planning (Pre-Observation)	Evidence (Post-Observation)	Performance Rating
	<p>PROFESSIONAL RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Standard 6: Collaboration and Communication; • Standard 7: Professional Responsibility and Growth 			

114

Pre-Conference Initials: Teacher Evaluator Date & Time of Pre-Conference:

Post-Conference Initials: Teacher Evaluator Date & Time of Post-Conference:

Informal Observation: General Form

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

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

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

 Photocopy to Teacher

Ohio Teacher Evaluation System

Professional Growth Plan

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

Girard City Schools
NON- OTES Observation Checklist

Employee _____ Date _____

Appraiser _____ Building _____

Date of Observation _____ Time _____

I. Observation of Lesson

Teaching Aids Used

_____ Lecture type

_____ Computer

_____ Question-Answer Type

_____ Overhead

_____ Group Work

_____ Smart Board

_____ Individual Work

_____ Other

S = Satisfactory

NI= Needs Improvement

NA = Not Applicable

II. Professional Performance

A. Displays proficiency in subject area knowledge. _____

B. Uses appropriate instructional aids, resources, and materials _____

C. Makes meaningful assignments which teach students to properly utilize the library/media center _____

D. Adopts teaching methods to learning situations _____

E. Creates and implements activities which teach students of the many tools available in the library/media center _____

F. Varies methods and content of lessons to suit individual

student differences _____

G. Promotes appropriate student behavior and curiosity
among students in the library/media center _____

III. ENVIRONMENT

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

IV. PROFESSIONAL QUALITIES

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

V. PERSONAL QUALITIES

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

APPENDIX B-1

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

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

Comments:

Date Received _____ Employee's Signature _____

Girard City Schools
Observation Checklist
Guidance Counselor

Employee _____ Date _____

Appraiser _____ Building _____

Date of Observation _____ Time _____

S = Satisfactory NI= Needs Improvement NA = Not Applicable

I. Professional Performance

- A. Displays proficiency in content area knowledge. _____
- B. Uses appropriate resources and materials in presentations to students. _____
- C. Is proactive in providing information to students and parents. _____
- D. Keeps accurate records, including credit sheets. _____
- E. Schedules individual and small group sessions with students. _____
- F. Provides students with information regarding curriculum and scheduling. _____
- G. Makes changes in student schedules in accordance with school policies and procedures. _____
- H. Holds evening programs for parents. _____
- I. Assists with school functions for incoming students and with transition activities. _____
- J. Creates/Assists with guidance office publications. _____
- K. Communicates effectively with students and parents orally and in writing. _____

II. ENVIRONMENT

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

III. PROFESSIONAL QUALITIES

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

IV. PERSONAL QUALITIES

A. Demonstrates a well-groomed appearance. _____

B. Demonstrates self-control and poise _____

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

A. Maintains adequate student supervision. _____

B. Knows and follows printed building procedures. _____

C. Maintains appropriate student discipline. _____

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

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

F. Fulfills daily time requirements. _____

Comments:

Date Received _____ Employee's Signature _____

GIRARD CITY SCHOOLS
ATHLETIC DEPARTMENT

HEAD COACHES EVALUATION FORM

School _____ Sport _____
Coach _____ Date _____

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

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

S = Satisfactory NI= Needs Improvement NA = Not Applicable

PROFESSIONAL AND PERSONAL RELATIONS

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

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

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

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

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

Evaluator's Comments: _____

Coach's Comments: _____

RELATED RESPONSIBILITIES

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

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

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

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

- 5. Demonstrates responsibility for equipment and facilities _____

- 6. Cooperative in sharing facilities _____

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

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

Evaluator's Comments: _____

Coach's Comments: _____

COACHING PERFORMANCE

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

Evaluator's Comments: _____

Coach's Comments: _____

- 5. Provides proper supervision of athletes under his/her direction before, during, and after practices, games, and events _____
- 6. Has individual and team discipline control _____
- 7. Is fair and consistent when enforcing rules and regulations _____

Evaluator's Comments: _____

Coach's Comments: _____

- 8. Develops and implements a system and a philosophy within his/her total program _____
- 9. Directs and delegates appropriate responsibilities to assistants _____
- 10. Assures that assistants comply with responsibilities, policies, and procedures _____

Evaluator's Comments: _____

Coach's Comments: _____

11. Program demonstrates progress _____

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

Evaluator's Comments: _____

Coach's Comments: _____

Coach's Signature

Date

Evaluator's Signature

Date

Athletic Director

Date

GIRARD CITY SCHOOLS
ATHLETIC DEPARTMENT

ASSISTANT COACHES EVALUATION

SPORT _____ HEAD COACH _____

ASSISTANT COACH _____ POSITION _____

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

S = Satisfactory NI= Needs Improvement NA = Not Applicable

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

General evaluation of this coach by:

Head Coach _____

COMMENTS: _____

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

Head Coach's Signature: _____ Date: _____

Assistant Coach's Signature: _____ Date: _____

Athletic Director's Signature: _____ Date: _____

Check One:

_____ Successful: To be recommended for continued assignment

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

GIRARD CITY SCHOOLS

SUPPLEMENTAL / NON-ATHLETIC EVALUATION

Employee: _____ Date: _____

Appraiser: _____ Building: _____

S = Satisfactory NI= Needs Improvement NA = Not Applicable

A. PROFESSIONAL PERFORMANCE

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

B. MANAGEMENT

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

C. PROFESSIONAL QUALITIES

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

D. PERSONAL QUALITIES

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

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

S = Satisfactory NI = Needs Improvement U =Unsatisfactory

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

1.

2.

3.

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

Signature of Employee

Date

Signature of Evaluator

Date

GIRARD CITY SCHOOL DISTRICT

EVALUATION FOR NURSE

Employee: _____ Date: _____

Appraiser: _____ Building: _____

Date of Observation: _____ Time: _____

S = Satisfactory NI= Needs Improvement NA = Not Applicable

A. PROFESSIONAL PERFORMANCE

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

B. OFFICE ENVIRONMENT AND MANAGEMENT

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

C. PROFESSIONAL QUALITIES

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

D. PERSONAL QUALITIES

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

Comments:

Appraiser's Signature

Date

Employee's Signature

Date

GIRARD CITY SCHOOLS
APPRAISAL REPORT NON-OTES

Name _____ Subject / Grade _____ Date _____

Appraiser _____ Building _____

Date of Observation # 1 _____ Time _____

Date of Observation # 2 _____ Time _____

Other observations (date and time) _____

Appraiser's Comments:

Appraiser's Recommendations:

APPENDIX D-1

GIRARD CITY SCHOOLS SALARY SCHEDULE - 2015-2016

1.5%

Step	NON	BACH	BS+15	MASTERS	MS+15	MS+30	MS+45
0	27,177 0.86000	31,601 1.00000	33,181 1.05000	34,761 1.10000	36,341 1.15000	37,921 1.20000	39,501 1.25000
1	28,441 0.90000	33,244 1.05200	34,951 1.10600	36,657 1.16000	38,300 1.21200	39,944 1.26400	41,587 1.31600
2	29,705 0.94000	34,888 1.10400	36,720 1.16200	38,553 1.22000	40,260 1.27400	41,966 1.32800	43,673 1.38200
3	30,969 0.98000	36,531 1.15600	38,490 1.21800	40,449 1.28000	42,219 1.33600	43,989 1.39200	45,758 1.44800
4	32,233 1.02000	38,174 1.20800	40,260 1.27400	42,345 1.34000	44,178 1.39800	46,011 1.45600	47,844 1.51400
5	33,497 1.06000	39,817 1.26000	42,029 1.33000	44,241 1.40000	46,137 1.46000	48,034 1.52000	49,930 1.58000
6	34,761 1.10000	41,461 1.31200	43,799 1.38600	46,137 1.46000	48,097 1.52200	50,056 1.58400	52,015 1.64600
7	36,025 1.14000	43,104 1.36400	45,569 1.44200	48,034 1.52000	50,056 1.58400	52,078 1.64800	54,101 1.71200
8	37,289 1.18000	44,747 1.41600	47,338 1.49800	49,930 1.58000	52,015 1.64600	54,101 1.71200	56,187 1.77800
9	38,553 1.22000	46,390 1.46800	49,108 1.55400	51,826 1.64000	53,975 1.70800	56,123 1.77600	58,272 1.84400
10	39,817 1.26000	48,034 1.52000	50,878 1.61000	53,722 1.70000	55,934 1.77000	58,146 1.84000	60,358 1.91000
11	41,081 1.30000	49,677 1.57200	52,647 1.66600	55,618 1.76000	57,893 1.83200	60,168 1.90400	62,444 1.97600
12	41,081 1.30000	51,320 1.62400	54,417 1.72200	57,514 1.82000	59,852 1.89400	62,191 1.96800	64,529 2.04200
13	41,081 1.30000	52,963 1.67600	56,187 1.77800	59,410 1.88000	61,812 1.95600	64,213 2.03200	66,615 2.10800
14	41,081 1.30000	54,607 1.72800	57,956 1.83400	61,306 1.94000	63,771 2.01800	66,236 2.09600	68,701 2.17400
15	44,241 1.40000	56,882 1.80000	60,358 1.91000	63,202 2.00000	65,730 2.08000	68,258 2.16000	70,786 2.24000

16	44,241 1.40000	56,882 1.80000	60,358 1.91000	63,202 2.00000	65,730 2.08000	68,258 2.16000	70,786 2.24000
17	44,241 1.40000	56,882 1.80000	60,358 1.91000	63,202 2.00000	65,730 2.08000	68,258 2.16000	70,786 2.24000
18	45,885 1.45200	58,525 1.85200	62,128 1.96600	65,098 2.06000	67,689 2.14200	70,281 2.22400	72,872 2.30600
19	45,885 1.45200	58,525 1.85200	62,128 1.96600	65,098 2.06000	67,689 2.14200	70,281 2.22400	72,872 2.30600
20	45,885 1.45200	58,525 1.85200	62,128 1.96600	65,098 2.06000	67,689 2.14200	70,281 2.22400	72,872 2.30600
21	45,885 1.45200	58,525 1.85200	62,128 1.96600	65,098 2.06000	67,689 2.14200	70,281 2.22400	72,872 2.30600
22	47,528 1.50400	60,168 1.90400	63,897 2.02200	66,994 2.12000	69,649 2.20400	72,303 2.28800	74,958 2.37200
23	47,528 1.50400	60,168 1.90400	63,897 2.02200	66,994 2.12000	69,649 2.20400	72,303 2.28800	74,958 2.37200
24	47,528 1.50400	60,168 1.90400	63,897 2.02200	66,994 2.12000	69,649 2.20400	72,303 2.28800	74,958 2.37200
25	47,528 1.50400	60,168 1.90400	63,897 2.02200	66,994 2.12000	69,649 2.20400	72,303 2.28800	74,958 2.37200
26	47,528 1.50400	60,168 1.90400	63,897 2.02200	66,994 2.12000	69,649 2.20400	72,303 2.28800	74,958 2.37200
27	49,171 1.55600	61,812 1.95600	65,667 2.07800	68,890 2.18000	71,608 2.26600	74,326 2.35200	77,043 2.43800
28	49,871 1.55600	62,512 1.95600	66,367 2.07800	69,590 2.18000	72,308 2.26600	75,026 2.35200	77,743 2.43800

APPENDIX D-2

GIRARD CITY SCHOOLS SALARY SCHEDULE – 2016-2017 1.5%

Step	NON	BACH	BS+15	MASTERS	MS+15	MS+30	MS+45
0	27,585 0.86000	32,075 1.00000	33,679 1.05000	35,283 1.10000	36,886 1.15000	38,490 1.20000	40,094 1.25000
1	28,868 0.90000	33,743 1.05200	35,475 1.10600	37,207 1.16000	38,875 1.21200	40,543 1.26400	42,211 1.31600
2	30,151 0.94000	35,411 1.10400	37,271 1.16200	39,132 1.22000	40,864 1.27400	42,596 1.32800	44,328 1.38200
3	31,434 0.98000	37,079 1.15600	39,067 1.21800	41,056 1.28000	42,852 1.33600	44,648 1.39200	46,445 1.44800
4	32,717 1.02000	38,747 1.20800	40,864 1.27400	42,981 1.34000	44,841 1.39800	46,701 1.45600	48,562 1.51400
5	34,000 1.06000	40,415 1.26000	42,660 1.33000	44,905 1.40000	46,830 1.46000	48,754 1.52000	50,679 1.58000
6	35,283 1.10000	42,082 1.31200	44,456 1.38600	46,830 1.46000	48,818 1.52200	50,807 1.58400	52,795 1.64600
7	36,566 1.14000	43,750 1.36400	46,252 1.44200	48,754 1.52000	50,807 1.58400	52,860 1.64800	54,912 1.71200
8	37,849 1.18000	45,418 1.41600	48,048 1.49800	50,679 1.58000	52,795 1.64600	54,912 1.71200	57,029 1.77800
9	39,132 1.22000	47,086 1.46800	49,845 1.55400	52,603 1.64000	54,784 1.70800	56,965 1.77600	59,146 1.84400
10	40,415 1.26000	48,754 1.52000	51,641 1.61000	54,528 1.70000	56,773 1.77000	59,018 1.84000	61,263 1.91000
11	41,698 1.30000	50,422 1.57200	53,437 1.66600	56,452 1.76000	58,761 1.83200	61,071 1.90400	63,380 1.97600
12	41,698 1.30000	52,090 1.62400	55,233 1.72200	58,377 1.82000	60,750 1.89400	63,124 1.96800	65,497 2.04200
13	41,698 1.30000	53,758 1.67600	57,029 1.77800	60,301 1.88000	62,739 1.95600	65,176 2.03200	67,614 2.10800
14	41,698 1.30000	55,426 1.72800	58,826 1.83400	62,226 1.94000	64,727 2.01800	67,229 2.09600	69,731 2.17400
15	44,905 1.40000	57,735 1.80000	61,263 1.91000	64,150 2.00000	66,716 2.08000	69,282 2.16000	71,848 2.24000

16	44,905 1.40000	57,735 1.80000	61,263 1.91000	64,150 2.00000	66,716 2.08000	69,282 2.16000	71,848 2.24000
17	44,905 1.40000	57,735 1.80000	61,263 1.91000	64,150 2.00000	66,716 2.08000	69,282 2.16000	71,848 2.24000
18	46,573 1.45200	59,403 1.85200	63,059 1.96600	66,075 2.06000	68,705 2.14200	71,335 2.22400	73,965 2.30600
19	46,573 1.45200	59,403 1.85200	63,059 1.96600	66,075 2.06000	68,705 2.14200	71,335 2.22400	73,965 2.30600
20	46,573 1.45200	59,403 1.85200	63,059 1.96600	66,075 2.06000	68,705 2.14200	71,335 2.22400	73,965 2.30600
21	46,573 1.45200	59,403 1.85200	63,059 1.96600	66,075 2.06000	68,705 2.14200	71,335 2.22400	73,965 2.30600
22	48,241 1.50400	61,071 1.90400	64,856 2.02200	67,999 2.12000	70,693 2.20400	73,388 2.28800	76,082 2.37200
23	48,241 1.50400	61,071 1.90400	64,856 2.02200	67,999 2.12000	70,693 2.20400	73,388 2.28800	76,082 2.37200
24	48,241 1.50400	61,071 1.90400	64,856 2.02200	67,999 2.12000	70,693 2.20400	73,388 2.28800	76,082 2.37200
25	48,241 1.50400	61,071 1.90400	64,856 2.02200	67,999 2.12000	70,693 2.20400	73,388 2.28800	76,082 2.37200
26	48,241 1.50400	61,071 1.90400	64,856 2.02200	67,999 2.12000	70,693 2.20400	73,388 2.28800	76,082 2.37200
27	49,909 1.55600	62,739 1.95600	66,652 2.07800	69,924 2.18000	72,682 2.26600	75,440 2.35200	78,199 2.43800
28	50,609 1.55600	63,439 1.95600	67,352 2.07800	70,624 2.18000	73,382 2.26600	76,140 2.35200	78,899 2.43800

APPENDIX D-3

GIRARD CITY SCHOOLS SALARY SCHEDULE - 2017-2018 2.0%

Step	NON	BACH	BS+15	MASTERS	MS+15	MS+30	MS+45
0	28,137 0.86000	32,717 1.00000	34,353 1.05000	35,989 1.10000	37,625 1.15000	39,260 1.20000	40,896 1.25000
1	29,445 0.90000	34,418 1.05200	36,185 1.10600	37,952 1.16000	39,653 1.21200	41,354 1.26400	43,056 1.31600
2	30,754 0.94000	36,120 1.10400	38,017 1.16200	39,915 1.22000	41,681 1.27400	43,448 1.32800	45,215 1.38200
3	32,063 0.98000	37,821 1.15600	39,849 1.21800	41,878 1.28000	43,710 1.33600	45,542 1.39200	47,374 1.44800
4	33,371 1.02000	39,522 1.20800	41,681 1.27400	43,841 1.34000	45,738 1.39800	47,636 1.45600	49,534 1.51400
5	34,680 1.06000	41,223 1.26000	43,514 1.33000	45,804 1.40000	47,767 1.46000	49,730 1.52000	51,693 1.58000
6	35,989 1.10000	42,925 1.31200	45,346 1.38600	47,767 1.46000	49,795 1.52200	51,824 1.58400	53,852 1.64600
7	37,297 1.14000	44,626 1.36400	47,178 1.44200	49,730 1.52000	51,824 1.58400	53,918 1.64800	56,012 1.71200
8	38,606 1.18000	46,327 1.41600	49,010 1.49800	51,693 1.58000	53,852 1.64600	56,012 1.71200	58,171 1.77800
9	39,915 1.22000	48,029 1.46800	50,842 1.55400	53,656 1.64000	55,881 1.70800	58,105 1.77600	60,330 1.84400
10	41,223 1.26000	49,730 1.52000	52,674 1.61000	55,619 1.70000	57,909 1.77000	60,199 1.84000	62,489 1.91000
11	42,532 1.30000	51,431 1.57200	54,507 1.66600	57,582 1.76000	59,938 1.83200	62,293 1.90400	64,649 1.97600
12	42,532 1.30000	53,132 1.62400	56,339 1.72200	59,545 1.82000	61,966 1.89400	64,387 1.96800	66,808 2.04200
13	42,532 1.30000	54,834 1.67600	58,171 1.77800	61,508 1.88000	63,994 1.95600	66,481 2.03200	68,967 2.10800
14	42,532 1.30000	56,535 1.72800	60,003 1.83400	63,471 1.94000	66,023 2.01800	68,575 2.09600	71,127 2.17400
15	45,804 1.40000	58,891 1.80000	62,489 1.91000	65,434 2.00000	68,051 2.08000	70,669 2.16000	73,286 2.24000

16	45,804 1.40000	58,891 1.80000	62,489 1.91000	65,434 2.00000	68,051 2.08000	70,669 2.16000	73,286 2.24000
17	45,804 1.40000	58,891 1.80000	62,489 1.91000	65,434 2.00000	68,051 2.08000	70,669 2.16000	73,286 2.24000
18	47,505 1.45200	60,592 1.85200	64,322 1.96600	67,397 2.06000	70,080 2.14200	72,763 2.22400	75,445 2.30600
19	47,505 1.45200	60,592 1.85200	64,322 1.96600	67,397 2.06000	70,080 2.14200	72,763 2.22400	75,445 2.30600
20	47,505 1.45200	60,592 1.85200	64,322 1.96600	67,397 2.06000	70,080 2.14200	72,763 2.22400	75,445 2.30600
21	47,505 1.45200	60,592 1.85200	64,322 1.96600	67,397 2.06000	70,080 2.14200	72,763 2.22400	75,445 2.30600
22	49,206 1.50400	62,293 1.90400	66,154 2.02200	69,360 2.12000	72,108 2.20400	74,856 2.28800	77,605 2.37200
23	49,206 1.50400	62,293 1.90400	66,154 2.02200	69,360 2.12000	72,108 2.20400	74,856 2.28800	77,605 2.37200
24	49,206 1.50400	62,293 1.90400	66,154 2.02200	69,360 2.12000	72,108 2.20400	74,856 2.28800	77,605 2.37200
25	49,206 1.50400	62,293 1.90400	66,154 2.02200	69,360 2.12000	72,108 2.20400	74,856 2.28800	77,605 2.37200
26	49,206 1.50400	62,293 1.90400	66,154 2.02200	69,360 2.12000	72,108 2.20400	74,856 2.28800	77,605 2.37200
27	50,908 1.55600	63,994 1.95600	67,986 2.07800	71,323 2.18000	74,137 2.26600	76,950 2.35200	79,764 2.43800
28	51,608 1.55600	64,694 1.95600	68,686 2.07800	72,023 2.18000	74,837 2.26600	77,650 2.35200	80,464 2.43800

**SALARY SCHEDULE INDEX 2015-2018
SUPPLEMENTAL DUTIES
(Based on Step 1 of Bachelor's Column)**

A. <u>ATHLETIC POSITIONS:</u>	<u>INDEX</u>
Head Football Coach	.231
Assistant Football Coach (6)	.144
Junior High Football Coach (4)	.072
Head Boys Basketball Coach	.231
Assistant Boys Basketball Coach (3)	.144
Head Girls Basketball Coach	.231
Assistant Girls Basketball Coach (2) + (1)** 9th Gr.	.144
Junior High Boys Basketball (2)	.072
Junior High Girls Basketball (2)	.072
4 th - 6 th Boys Basketball Organizer	.0425
4 th - 6 th Girls Basketball Organizer	.0425
Head Baseball Coach	.144
Assistant Baseball Coach (2)	.085
Head Softball Coach	.144
Assistant Softball Coach (2)	.085
Head Track Coach	.175
Assistant Boys/Girls Track Coach (1)	.110
Assistant Varsity Track Coach (1)	.085
Assistant Track Coach (3)	.0375
Junior High Track Coach (2)	.0425**
Head Wrestling Coach	.144
Junior High Wrestling (2)	.0425**
Assistant Wrestling Coach	.085
Cross Country Coach	.110
Assistant Cross Country Coach	.025
Junior High Cross Country	.050**
Golf Coach	.085
Head Volleyball Coach	.144
Assistant Volleyball Coach	.085
Junior High Volleyball (2)	.0425
Head Boys/Girls Soccer Coach	.254
Assistant Girls Soccer Coach	.0685**
Assistant Boys Soccer Coach	.0685
Boys/Girls Soccer Skills Coach	.042
Head Bowling Coach	\$2,000
Assistant Bowling Coach	\$1,000
Head Cheerleading Coach	.120
Assistant Cheerleading Coach (2)	.050
Strength & Conditioning Coach	\$15 per hr. - 400 hr. max

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

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

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

B. Other Positions

Band Director	.170
Assistant Band Director	.082
Summer Band Camp Director	.072
Majorette Advisor	.052
Flagline Advisor	.052
Vocal Music Director	.075
Yearbook Advisor	.134
Assistant Yearbook Advisor	.020
Head Speech Coach	.123
Assistant Speech Coach (3)	.059
Dramatics Director	.101
Assistant Drama Director	.046
Prep Bowl Advisor (3)	.045
Science Olympiad Advisor (1)	.055
Interact Club Advisor	.020
Builders Club Advisor	.020
Student Council Advisor	.020
BETA Club Advisor	.025
National Honor Society Advisor	.046
Senior Class Advisor	.046
Junior Class Advisor	.046
9 th /10 th Grade Class Advisor	.020
Website Coordinator	.035
Breakfast Duty (3)	.027
(one at each school that has a breakfast program)	
Detention Supervision (3)	\$25.00/Hr.
Head Robotics Team Coach	.139
Robotics Build Coach	.115
Assistant Robotics Coach	.060
First Lego League Advisor	.0202-.027
Lego League Advisor Grades 5-6(**2)	.0202
High Schools That Work Coordinator	\$900***
Making Middle Grades Work Coordinator	\$600***
Safe and Drug-Free School Coordinator***	

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

GIRARD CITY SCHOOLS
ABSENCE REPORT OF EMPLOYEES

Name _____ Date Submitted ____/____/____

Building _____

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

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

Reason For Absence (must check one):

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

Name _____ Relationship _____

_____ 6. Bereavement:

Name _____ Relationship _____

I swear or affirm that the above statements are true.

Signature: _____

PHYSICIAN'S CERTIFICATE

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

Physician Signature: _____ Date ____/____/____

Address/Phone _____

ADMINISTRATIVE ACTION

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

Notification of Complaint

Teacher Name _____

Complaint Issued by _____

Date of Complaint _____ Time of Complaint _____

Brief Explanation of Complaint

Principal/Superintendent Signature

Date