01/02/2025
2304-01
24-MED-04-0589
45099

AGREEMENT

BETWEEN THE

Girard City Board of Education

AND

Girard Education Association

August 16, 2024 - August 15, 2027

Wed, 01/29/2025 09:55:03 AM SERB

TABLE OF CONTENTS

PREAMBLE 6
ARTICLE I RECOGNITION AND DEFINITIONS 6
1.01 Recognition 6
1.02 Definitions 6
ARTICLE II NEGOTIATING PROCESS 7
2.01 Negotiation Teams 7
2.02 Subjects of Negotiation 7
2.03 Negotiation Notice and Schedule 7
2.04 Meetings 7
2.05 Conferences 8
2.06 Exchange of Information 8
2.07 Reporting 8
2.08 Tentative Agreement 8
2.09 Final Agreement; Ratification 8
2.10 Disagreement 8
2.11 Employee Relations Meetings 9
ARTICLE III GRIEVANCE PROCEDURE 9
3.01 Definition of Terms 9
3.02 Informal Procedure 10
3.03 Formal Procedure 10
3.04 Scope of Application 12
3.05 Grievance Files 12
3.06 General Provisions 12
ARTICLE IV PAYROLL PRACTICES 14
4.01 Pay Periods/Pay Days 14
4.02 Payroll Deduction for Political Contribution 14
4.03 Payroll Deductions 14
4.04 Withholding Paychecks 16
ARTICLE V COMPENSATION 16
5.01 Basic Salary Schedule and Index 16
5.02 Salary Schedule Placement 17
5.03 Supplemental Salaries 18
5.04 Severance Pay 19

Wed, 01/29/2025 09:55:03 AM SERB

5.05 Home Instruction (Tutoring) 20
5.06 Faculty as Substitutes; Pay Rate and Pay Dates 20
5.07 Car Allowance 21
5.08 Summer School Pay 21
5.09 Docking 22
5.10 STRS PICKUP (Salary Reduction/Restatement) 22
5.11 Extended Time 23
5.12 Compensation for Professional Learning 24
5.13 Girard Teacher Evaluation System Committee (GTESC) 25
5.14 Girard Professional Development Committee (GPDC) 25
5.15 Ohio Resident Educator Program 26
5.16 Packing and Unpacking 28
ARTICLE VI INSURANCE 28
6.01 Term of Insurance/Choice of Available Insurance 28
6.02 Coverage and Payment 29
6.03 Term Life Insurance 30
6.04 Insurance Coverage While on Leave 30
6.05 Insurance in Lieu of; Opting Out 30
6.06 Health Care Task Force 30
ARTICLE VII LEAVES 30
7.01 Sick Leave 30
7.02 Parental Leave 35
7.03 Personal Leave 35
7.04 Military Leave 36
7.05 Professional Leave 37
7.06 Sabbatical Leave 37
7.07 GEA Released Time Leave 39
7.08 Leave of Absence for Disability 39
7.09 Assault Leave 40
7.10 Personal Leave Without Pay 41
7.11 Jury Duty 41
7.12 Return from Leave 41
7.13 Family and Medical Leave Act 41
ARTICLE VIII CHANGE IN ASSIGNMENT OR TRANSFER OF PERSONNEL 42

Wed, 01/29/2025 09:55:03 AM SERB

8.01 Employee Assignment 42
8.02 Vacancies 42
8.03 Posting 43
8.04 Transfers 43
8.05 Supplemental Pay Position 45
8.06 Home Instruction (Tutoring) Positions 47
8.07 Summer School and After-School Positions 47
ARTICLE IX SENIORITY 48
9.01 Definition 48
9.02 Seniority List 49
ARTICLE X REDUCTION IN FORCE 49
10.01 Reasons 49
10.02 Attrition 50
10.03 Retention 50
10.04 Order of Reduction 50
10.05 Notice of Anticipated Reduction in Force 51
10.06 GEA Presentation to Board 51
10.07 Unemployment Compensation 52
10.08 Placement on Substitute List 52
10.09 Re-Employment Eligibility; New Employees 52
10.10 Transfers When RIF Exists 52
10.11 Notice of Offer of Re-Employment 52
10.12 Retention of Rights and Benefits 53
10.13 Duration of Recall Rights 53
10.14 Placement on Substitute List 53
10.15 Pre-Agreement Preservation of Rights 53
10.16 Lists Available to GEA 53
10.17 Employees Returning from Leave 54
ARTICLE XI EMPLOYEE EVALUATION; CONTINUING CONTRACT; EMPLOYEE FILES 54
11.01 Employee Evaluation 54
11.02 Definitions 54
11.02B Non-OTES Employee Evaluation 70
11.02C Procedure for Continuing Contract 76
11.03 Employee Files 77

Wed, 01/29/2025 09:55:03 AM SERB

ARTICLE XII EMPLOYEE FAIR DISMISSAL AND DISCIPLINE PROCEDURES 78
12.01 Termination of Contract 79
12.02 Notice of Non-Renewal of Limited Teaching Contract; Right to Address Board 79
12.03 Employee Discipline; Representation 79
ARTICLE XIII WORKING CONDITIONS 79
13.01 Planning Period 79
13.02 Employee Preparations 80
13.03 Class Size/Class Load 80
13.04 Floating Employees 83
13.05 Non-Paid Extra Duties 83
13.06 Private Telephones 83
13.07 Participation in PTA-PTO and Open House(s)/Graduation 83
13.08 Lunch Period 84
13.09 Workday Contract Year 84
13.10 Substitutes: Qualifications; Assignments 86
13.11 Employee Protection 86
13.12 Instructional Materials 88
13.13 Typing and Copying Equipment 88
13.14 Academic Freedom 88
13.15 Employee Health and Safety 88
ARTICLE XIV BOARD'S RIGHTS 89
ARTICLE XV GEA RIGHTS 89
15.01 Lawful Activities 89
15.02 Harmless and Indemnification 89
15.03 New Employee Information 90
15.04 New Employees 90
15.05 Inter-School Mail; Mailboxes 90
15.06 Inter-School Telephones 90
15.07 Bulletin Boards 91
15.08 Lounge/Restroom/Lunchroom 91
15.09 Administrative Communications 91
15.10 Review of Forms/State Mandated Signatures 91
15.11 Use of School Buildings 91
15.12 Use of School Facilities/Equipment 92

Wed, 01/29/2025 09:55:03 AM SERB

15.13 Officer Leave 92
15.14 Convention Leave 92
15.15 Right to Representation 92
15.16 GEA Business on School Property During Workday 92
15.17 Copies of Insurance Policies 92
15.18 School Directory 92
15.19 Board Minutes, Agenda, and Addendum 93
ARTICLE XVI EFFECTS OF AGREEMENT 93
16.01 Policies and Practices 93
16.02 Printing and Distribution of Agreement 93
16.03 Individual Right to be Heard 93
16.04 Severability 93
16.05 Supremacy of Agreement 94
16.06 No Strike; No Lockout 94
16.07 Non-Discrimination 94
16.08 No Reprisal 94
16.09 Duration of Agreement 94
APPENDIX A – GRIEVANCE FORM 96
APPENDIX B – DISTRICT EVALUATION FORMS OTES 97
APPENDIX B1 – DISTRICT EVALTION FORMS NON-OTES 98
APPENDIX C – VACANCY FORM 100
APPENDIX D-1 – SALARY SCHEDULE & INDEX 2024-2025 101
APPENDIX D-2 – SALARY SCHEDULE & INDEX 2025-2026 102
APPENDIX D-3 – SALARY SCHEDULE & INDEX 2026-2027 103
APPENDIX D-4 – SUPPLEMENTAL PAY DATES 104
APPENDIX E – SUPPLEMENTAL SALARY SCHEDULE 105
APPENDIX F – NOTICE OF COMPLAINT 110

Wed, 01/29/2025 09:55:03 AM SERB

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.

Wed, 01/29/2025 09:55:03 AM SERB

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.

H. Elected GEA Representative: A GEA member that is elected as building representative or officer.

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 one hundred-twenty (120) days, nor less than ninety (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 fourteen (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.

Wed, 01/29/2025 09:55:03 AM SERB

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 (2) 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.

Wed, 01/29/2025 09:55:03 AM SERB

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 (FMCS).

2.11 Employee Relations Meetings

2.111 District Level

Representatives of the Board and the GEA, at the request of either party, 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 (1) 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.

Wed, 01/29/2025 09:55:03 AM SERB

3.012 Grievant

A grievant is the employee, employees, or the GEA making the complaint. The grievance shall be signed by at least one (1) 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 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 twenty-four (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

Wed, 01/29/2025 09:55:03 AM SERB

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

Wed, 01/29/2025 09:55:03 AM SERB

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

Wed, 01/29/2025 09:55:03 AM SERB

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.

Wed, 01/29/2025 09:55:03 AM SERB

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

A. Federal Income Tax
B. State Income Tax (Ohio and Pennsylvania)
C. Local Income Tax
D. State Teachers Retirement System, STRS (employee contribution)
E. Professional Dues or Service Fee
F. Credit Union
G. Tax-Sheltered Annuity (including 403(b) Special Pay Plans)
H. Savings Bonds
I. Insurances (other than Board paid)
J. United Way
K. FCPE Contributions

Wed, 01/29/2025 09:55:03 AM SERB

L. Section 125 Plans

Tax forms and the Girard School Employees Credit Union deductions 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 (2) 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.

Wed, 01/29/2025 09:55:03 AM SERB

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 elected 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, 2024:

The salary schedule and index found at Appendix D-1 of this Agreement shall be effective August 16, 2024. (6% on base)

5.012 Effective August 16, 2025:

The salary schedule and index found at Appendix D-2 of this Agreement shall be effective August 16, 2025. (6% on base)

5.013 Effective August 16, 2026:

The salary schedule and index found at Appendix D-3 of this Agreement shall be effective August 16, 2026. (6.5% on base)

Wed, 01/29/2025 09:55:03 AM SERB

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:

A. All official transcripts.

B. A dated letter from the employee requesting an adjustment to a higher salary including a summary of the completed coursework.

C. 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):

Transcripts Due By:	Pay Adjustment will be in effect as of (*):
October 15	September 1
February 15	January 1

5.022 Experience Credit

Upon initial hiring as a bargaining union position, 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 in compliance with the Ohio Revised Code, Section 3317.13, 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 seven hundred-fifty (750) hours within a two (2) year period. At least seven hundred-fifty

Wed, 01/29/2025 09:55:03 AM SERB

(750) hours of service will equal one (1) 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 (4) years, after four (4) 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 (7), eight (8) or nine (9) years of continuous service, the person on supplemental will be paid at Bachelor's Step 5. For ten (10) 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 full school-year supplemental contracts will be paid in two (2) equal installments, one (1) at the second regularly scheduled pay in December and the second at the first regularly scheduled pay in June.

Any supplemental contract which encompasses work performed for less than the entire school year shall follow the supplemental pay dates that are listed in Appendix D-4.

On completion of supplemental duties, the immediate supervisor and/or the Activities Director, shall provide notice to the Treasurer of the completion of duties and submission of all required paperwork for payment.

Wed, 01/29/2025 09:55:03 AM SERB

For non-athletic positions: 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. These forms shall include the Purpose Statement and Budget packet for the next school year. All fundraisers must be concluded, next year's Purpose Statement and Budget must be turned in, all Fundraising Summary Forms must be submitted, and all money must be deposited by June 1st.

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 (1) lump sum one-fourth (1/4) of the value of unused sick leave to a maximum of fifty-three (53) days (i.e. one-fourth [1/4] of maximum of two hundred-twelve [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 eighty (280) days to a maximum of seventy (70) days. All per diem rates will be based on one hundred-eighty-two (182) work 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

Wed, 01/29/2025 09:55:03 AM SERB

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: thirty-five dollars ($35.00) per hour.

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

The Board and GEA agree to the following protocol when an external substitute is not available:

1. For the purposes of this section, teachers who are working in a co-taught classroom – i.e., regular education teacher and intervention specialist- will be required to cover the entire class prior to a volunteer bargaining unit member being assigned to cover.

2. Teachers who volunteer in writing to their immediate supervisor may be asked to cover classes on their daily planning or preparation period at a rate of forty dollars ($40) per class period covered.

Wed, 01/29/2025 09:55:03 AM SERB

3. Teachers who have volunteered will be assigned on a rotating basis with certification being considered.

4. After exhausting all GEA members who have volunteered to substitute, the Principal can ask any GEA member to cover during his/her planning or preparation period at a rate of forty dollars ($40) per class period covered.

5. If the Principal requires a GEA member to accept students during a non-planning or non-preparation period, the maximum number of students allowed will be 5 unless the bargaining unit member agrees to more. The GEA member will be paid at a rate of twenty dollars ($20) per period. If the requirement is for a half day, the pay will be sixty dollars ($60), or if the requirement is for a full day, the pay will be one hundred twenty ($120) for a full 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 (1) building within one (1) 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 thirty dollars ($30.00) per hour.

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

Wed, 01/29/2025 09:55:03 AM SERB

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.

A. The dollar amount to be "picked up" by the Board:

1. Shall be credited to the State Teachers Retirement System as employee contributions under authority of Ohio Attorney General Opinion 82-097;

2. 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;

3. Shall not be reported by the Board as subject to current federal and state income taxes;

4. Shall be reported by the Board as subject to city income taxes.

B. 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.

C. 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 (2) components: 1) deferred salary and 2) cash salary.

1. 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

Wed, 01/29/2025 09:55:03 AM SERB

required by the State Teachers Retirement System to be paid as an employee contribution by said employee.

2. 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.

D. 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.

E. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared and distributed which states:

1. 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;

2. 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

3. 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.

F. All subsequent contracts and salary notices for employees shall comply with the provisions of this section.

5.11 Extended Time

Wed, 01/29/2025 09:55:03 AM SERB

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. All per diem rates will be based on one hundred-eighty-two (182) work days.

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 Counselors two (2) – six (6) workdays at their per diem rate (current salary ÷ 182).

If additional days are requested by the building principal, the counselors shall receive the same number of extended days paid at their individual per diem rate. The Superintendent may approve a maximum of fifteen (15) additional days at the per diem rate as needed. This applies to August 16 - August 15 of the same contract year.

5.12 Compensation for Professional Learning

5.121 Bargaining Member Attendees

Any bargaining unit member who attends district-sponsored professional learning, during non-contracted work hours, will be compensated at a rate of thirty dollars ($30.00) per hour for successful completion of the program.

5.122 Bargaining Unit Member Presenters/ Content Creators

Any bargaining unit member who presents at or creates content for district-sponsored professional learning, during non-contracted work hours, will be compensated at a rate of sixty dollars ($60.00) per hour. Hours and content to be predetermined/ approved by Superintendent or designee.

5.123 Bargaining Member Committee Preparation

Any bargaining unit member who prepares data or materials for a building committee at the request of a Superintendent or designee, other than those already receiving monies allotted from another contracted

Wed, 01/29/2025 09:55:03 AM SERB

committee, will be compensated twenty-five dollars ($25) per hour approved by Superintendent or designee.

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 GTESC 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 GTESC.

Employees who regularly serve on the GTESC shall be paid twenty-eight dollars ($28.00) per hour. Other GEA participants who do not regularly serve, but are called upon for situation specific input, shall be paid twenty-five dollars ($25.00) per hour.

In conjunction with the GTESC, a High Quality Student Data Committee (HQSDC) shall be established to review, appraise, and render final approval of all teacher created HQSD. Only GEA members who have completed the HQSD Training will be eligible to serve on the HQSDC. All GEA members/participants in HQSDC functions shall be appointed by the GEA President, with consultation from the Superintendent or his/her designees. Two (2) members per building will be appointed. Compensation for these employees will be twenty-five dollars ($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.

Wed, 01/29/2025 09:55:03 AM SERB

B. Committee Composition and Selection

The committee shall be comprised of three (3) Association appointed representatives and two (2) administrators. When the professional development and renewal of an administrator is placed before the committee for review, one (1) 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 six hundred-fifty dollars ($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 designed to provide newly licensed Ohio educators with quality mentoring and guidance (ORC 3319.223). Successful completion of the residency program, including the Resident Educator
Summative Assessment (RESA), is required to advance to a five (5) 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:

Wed, 01/29/2025 09:55:03 AM SERB

- 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 one hundred-twenty (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 (5) year professional educator license. The Program Coordinator, in consultation with the Superintendent, or Administrator that oversees the Resident Educator Program, 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 who serves as the coordinator for the District's Resident Educator Program: appointed by the GEA President.

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

The Mentor Teachers should have one (1) Resident Educator but no more than two (2) assigned to them. The Program Coordinator will have no Resident Educators assigned to them (unless there are no mentors available), 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

All payments will be made after completion and submission of a time sheet approved by the Administrator who oversees the Resident Educator Program.

Wed, 01/29/2025 09:55:03 AM SERB

Program Coordinator
One thousand five hundred dollars ($1,500.00): Three (3) release days to conduct Program business: agree to Mentor Resident Educators, if needed.

Mentor Teachers
Eight hundred dollars ($800.00): Six hundred dollars ($600.00) for no more than one (1) additional Resident Educator, if needed.

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 two hundred dollar ($200.00) unrestricted stipend. Teachers without classrooms shall be compensated with a one hundred dollar ($100.00) unrestricted stipend. In addition, except for voluntary transfers, employees shall be compensated twenty-five dollars ($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 Available Insurance

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 will have access to all options of the Trumbull County Schools Insurance consortium. The Board agrees to continue health benefits for employees for the duration of the Master Agreement (August 15, 2027) should a successor Agreement not be in place by July 1, 2027. Insurance starts on the first day of the month following the first day of work for new hires. Insurance coverage ceases on the day employment ends.

6.011 Medical and Prescription Insurance Plan

The Board shall provide available 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. Access to digital resources of benefits, including summary of benefits, pharmacy plan, Trumbull County Schools Insurance Consortium Fact Sheets, Anthem Blue Cross Blue Shield documents, dental and vision

Wed, 01/29/2025 09:55:03 AM SERB

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), 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 twenty-six (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 twenty-six (26) hours but more than seventeen (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.

Wed, 01/29/2025 09:55:03 AM SERB

6.03 Term Life Insurance

The Board shall provide all employees a fully paid term life insurance policy in the amount of fifty-thousand dollars ($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

Each employee shall be entitled for each completed month of service to sick leave accrual of one and one-fourth (1 ¼) days.

Wed, 01/29/2025 09:55:03 AM SERB

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

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

7.012 Reasons for Use

Employees may use sick leave upon notification of immediate supervisor or 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.

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, grandchildren, and step-family. 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 Reporting Absence

The Superintendent shall require an employee to furnish an Absence Report to justify the use of sick leave. Absence Reports will be furnished electronically using a district-approved platform. 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. If a request is made for sick leave due to personal illness lasting six (6) consecutive days or more, the Physician's Certificate must be completed before the employee is permitted to return to duty. Falsification of the aforementioned report or the physician's certificate shall be grounds for disciplinary action. (Reference Section 3319.141 ORC).

Wed, 01/29/2025 09:55:03 AM SERB

7.014 Reporting Off Work

7.0141 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 (1½) 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.

7.0142 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.

7.015 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 (5) 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.

Wed, 01/29/2025 09:55:03 AM SERB

7.018 Sick Leave Bank

The purpose of the Sick Leave Bank is to provide paid days from extended personal illness or illness of a dependent (up to the age of 26) to GEA members who have exhausted their accumulated sick or personal days and who are experiencing prolonged, catastrophic or illnesses to themselves or the aforementioned family members. This sick leave bank will be governed solely by the GEA Sick Leave Bank Committee (SLBC) and will adhere to the following procedures:

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. The donated day is not returnable. This enrollment period will be requested by the GEA President or designee when the total days in the bank are 360 or below. New Bargaining Unit Members will be able to enroll within two weeks of the beginning of the school year or the initial start date if it occurs after the start of the school year.

B. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Bank Committee if the total is 360 days or below.

C. 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 or designee.

B. Use of days from the Sick Leave Bank will be limited to personal illness of the bargaining unit member or illness of a dependent (up to the age of 26). A doctor's statement is required with the application in order to be considered.

Wed, 01/29/2025 09:55:03 AM SERB

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 twenty percent (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.

E. A minimum of three (3) votes from the Sick Leave Bank Committee is required in order to be granted use of the Sick Leave Bank.

Sick Leave Bank Committee (SLBC)

A. SLBC will be comprised of the GEA President and an additional four (4) bargaining unit members appointed by the GEA President.

B. Should a vacancy occur on the SLBC, a replacement for the vacant position shall be appointed by GEA President.

C. One (1) of the four (4) bargaining SLBC representatives will be selected to act as chairperson of the SLBC. The Girard Education Association President will designate the chairperson prior to the first meeting of the SLBC.

D. The SLBC will be responsible for reporting days transferred to the Treasurer after enrollment periods and after approval of the application.

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

F. The GEA and its members shall indemnify and hold harmless the Board, its members, the Superintendent, the Treasurer, and its agents from and against any claim or liability that may arise out of, or by reason of, any action taken by the SLBC and/or Board for the purpose of complying with this Sick Bank provision.

G. A decision of the SLBC shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in this negotiated agreement.

Wed, 01/29/2025 09:55:03 AM SERB

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

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

Wed, 01/29/2025 09:55:03 AM SERB

more, whenever possible, prior to taking the leave, except in the case of an emergency where prior notice is not possible.

7.032 Restrictions

A. Sick leave is not to be used in place of personal leave.

B. No employees 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 approved by the immediate supervisor.

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

Unused personal leave days shall be transferred into the employee's sick leave accrual. As an alternative to this, employees will have the option of receiving one hundred twenty-five dollars ($125) per unused day. 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.

Wed, 01/29/2025 09:55:03 AM SERB

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:

A.	Meals (per day)	Breakfast	$10.00
		Lunch	$15.00
		Dinner	$20.00
B.	Lodging (per day)	$150.00	
C.	Mileage (per mile) as agreed in Article V, Section 5.071.		
D.	Registration		
E.	Parking		
F.	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 (1) full semester or two (2) full semesters, but not longer than one (1) 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.

Wed, 01/29/2025 09:55:03 AM SERB

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 three percent (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 (1) 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

Wed, 01/29/2025 09:55:03 AM SERB

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

Wed, 01/29/2025 09:55:03 AM SERB

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. All per diem rates will be based on one hundred-eight-two (182) work days. 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.

Wed, 01/29/2025 09:55:03 AM SERB

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

The Board shall offer leave under the Family and Medical Leave Act ("FMLA") as required by law. Bargaining unit member eligibility for such leave and the qualifying reasons for such leave shall be consistent with federal law and Board Policies GBR and GBR-R.

Wed, 01/29/2025 09:55:03 AM SERB

When the determination for FMLA is made, whether by the district or the employee, any paid leave must run concurrently with the leave under the Family Medical Leave Act.

Employees seeking to use the FMLA shall apply with the Treasurer's office for a Request for Leave form.

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/placement.

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 the coming school year by July 10.

8.014 When the aforementioned assignment is different from the teacher's current assignment, the affected teacher, an elected GEA representative, the Superintendent, and the building principal shall meet to discuss the rationale for the change and to outline any, if needed, supports the teacher may require to fulfill the next year's assignment.

8.02 Vacancies

8.021 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.

Wed, 01/29/2025 09:55:03 AM SERB

8.022 Any properly certificated/licensed displaced employee shall be given first preference for the vacant position and then any properly certificated/licensed member on a recall 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.

8.023 In the event the vacancy is not filled through a recall, the vacancy shall be posted internally for current bargaining unit members for no less than five (5) full worked days, excluding the day it is posted. After the five (5) days, if there is no interested and qualified bargaining unit member, the District may post the vacancy to the public subject to provision 8.04 below in Voluntary Transfers.

8.024 Beginning July 1st, a vacancy shall be posted both internally and externally in efforts to expedite the process of filling the position. The vacancy will be filled according to Article 8.04.

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

8.03 Posting

Notice of each vacancy will be posted to each employee by the Superintendent for no fewer than five (5) full 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 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, which shall include a profile of abilities, needs, targets, and expectations 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 applicant for the position subject to Section 8.04. 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.

8.04 Transfers

8.041 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

Wed, 01/29/2025 09:55:03 AM SERB

should also contain the desired building, grade level, and/or department.

B. In the event of a vacancy, all interested and properly certified/licensed bargaining unit members shall provide a letter of interest to be considered for the vacant position. The Superintendent may transfer the most senior volunteer, utilizing the District seniority list, with the appropriate certification and having met the qualifications of the position as determined by the Superintendent.

C. In the event the Superintendent determines not to fill the vacant position with the most senior volunteer but fill the vacancy with another interested and properly certified/licensed bargaining unit member volunteer, the decision shall be based on the criterion of the one hundred (100) point system on the Vacancy Form in Appendix C. A score of fifty (50) points or higher must be attained on the form to qualify for the position. The bargaining unit member with the highest qualifying score shall be awarded the position. In the event two (2) bargaining unit members are deemed equally qualified, seniority prevails. If no bargaining unit member attains a score of fifty (50) or above, the position may be filled by outside candidates.

D. The Superintendent shall provide a list of all candidates for each vacant position to the GEA president or designee on the closing date of the posting. The GEA president or his/her designee shall be present at the interviews. Upon request of the interviewed bargaining unit member and/or GEA president, the Superintendent shall provide an explanation of his/her rationale for the decision and review the Vacancy Form results in Appendix C.

8.042 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.

Wed, 01/29/2025 09:55:03 AM SERB

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.

8.043 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 an 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 en masse to a different location, this section does not apply.

8.05 Supplemental Pay Position

Posting Procedure:

Notice of each supplemental pay position will be posted to each employee by the Superintendent for no fewer than five (5) full 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 needed for the position, the work

Wed, 01/29/2025 09:55:03 AM SERB

location for the position, the date the vacancy will exist, the person to whom application is to be submitted, and where the job description, which shall include a profile of abilities, needs, targets and expectations for the position may be obtained. The senior most certified/licensed/qualified bargaining unit member shall be awarded the position.

8.051 Head Coach/Heads of Non-Athletic Supplemental Positions

Supplemental pay positions of head coach and heads of other non-athletic supplemental services shall be posted when vacancies occur in accordance with Section 8.05. 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.

8.052 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 (1) year contract and be permitted to re-new for a period of one (1) year a head coach whose most recent evaluation is less than satisfactory.

8.053 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 a 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.

8.054 Hiring Outside the Bargaining Unit for Supplemental Positions

All supplemental pay positions shall be filled by employees who meet the criteria established in 8.05. In the event that no qualified employee applies for the position after posting, the position shall be offered first to any

Wed, 01/29/2025 09:55:03 AM SERB

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 8.05. 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 the term of the supplemental contract and evaluation.

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

8.056 Supplemental Contract Evaluation

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

8.057 BLAT Committee Participation

Bargaining unit members, up to four (4) per building, appointed by the building principal who regularly participate on the BLAT committee shall share eight hundred dollars ($800) per building for those in the Intermediate, Junior High, and Senior High and one thousand dollars ($1000) for those at Prospect based on level of participation.

8.058 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.

8.06 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 8.05.

8.07 Summer School and After-School Positions

8.071 Posting of Positions; Applications

All openings for summer school and after-school positions shall be posted in accordance with Section 8.05, 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

Wed, 01/29/2025 09:55:03 AM SERB

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.

8.072 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 seven (7), then by one hundred eight-two (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 (1) year or less shall return to the bargaining unit with uninterrupted seniority. If such an employee returns to the bargaining

Wed, 01/29/2025 09:55:03 AM SERB

unit after one (1) 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 (2) 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 (1) 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 fifteen (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 ten (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 a 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.

Wed, 01/29/2025 09:55:03 AM SERB

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:

A. Teachers holding temporary certificates/licenses shall be the first to have their contracts non-renewed.

B. If further reductions are necessary, limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

1. "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.

2. 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.

Wed, 01/29/2025 09:55:03 AM SERB

C. 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:

1. "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.

2. 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.

3. 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).

D. 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.

Wed, 01/29/2025 09:55:03 AM SERB

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

Wed, 01/29/2025 09:55:03 AM SERB

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 or 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

Wed, 01/29/2025 09:55:03 AM SERB

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 2.0") model as approved by the State Board of Education.

The Board acknowledges that the overarching purpose of the teacher evaluation system is 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 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 High Quality Student Data 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 High Quality Student Data (HQSD) Committee may assist in recommending changes in the area of development of teacher created high quality student data instruments.

11.02 Definitions

"Ohio Teacher Evaluation System (OTES)" - The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

Wed, 01/29/2025 09:55:03 AM SERB

"Teacher" - For the purpose of this Agreement, "teacher" means a licensed instructor who spends at least fifty (50%) of his/her time providing content-related student instruction and who is working under one (1) 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 principals regularly employed by the Board will serve as evaluators, unless otherwise agreed to by both parties.

"Ohio Evaluation System (OhioES)" - The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

"Evaluation Cycle" - The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which

Wed, 01/29/2025 09:55:03 AM SERB

an evaluation rating is required by this contract or Ohio Rev. Code § 3319.111 and § 3319.112 .

"Evaluation Factors" - refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The walkthrough(s), observation(s), and other components required by Ohio Rev. Code § 3319.111 and § 3319.112 to be used in the teacher evaluation procedure.

"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 Appendix B.

"Evaluation Rating" - The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "Accomplished", "Skilled", "Developing", or "Ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

"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.

"High Quality Student Data (HQSD)" - means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one (1) other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments and District approved vendor assessments.

"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 B.

Wed, 01/29/2025 09:55:03 AM SERB

"Teacher Performance" - The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix B. As an evaluation factor, the teacher holistic rating 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's final holistic rating.

"Focused Observation"- a classroom observation with an emphasis on identified focus area(s) of the evaluation rubric.

11.022 Standards-Based Teacher Evaluation

Teacher evaluations will be utilizing multiple factors, with the intent of providing meaningful 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 OhioES 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.

11.023 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". A teacher's performance shall be based on the Ohio Teacher Evaluation System Teacher Performance Evaluation in Appendix B, by a trained and credentialed evaluator.

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

A. the Formal Observation Procedure described herein; and

Wed, 01/29/2025 09:55:03 AM SERB

B. 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. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples.

No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form)

11.024 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.

11.025 Formal Observation and Classroom Walkthrough Sequence

11.0251 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 eight (8) 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 three (3) formal observations, in addition to the periodic classroom walkthroughs (minimum of two [2] walkthroughs per formal observation). The third formal observation shall occur at least fifteen (15) working days following the second post-observation conference, unless

Wed, 01/29/2025 09:55:03 AM SERB

mutually agreed upon. The first observation will be no later than October 15th.

Any teacher who receives a rating of "Accomplished" on his/her most recent evaluation in this District shall be evaluated through the formal evaluation cycle every third school year. However, at least one (1) scheduled focused observation, and at least two (2) but no more than eight (8) walkthroughs and an informal pre conference with the teacher, must be held each year. During the less frequent evaluation cycle, a post conference is available upon request.

Any teacher who receives a rating of "Skilled" on his/her most recent evaluation in this District shall be evaluated through the formal evaluation cycle every second school year. However, at least one (1) scheduled focused observation, and at least two (2) but no more than eight (8) walkthroughs and an informal pre conference with the teacher, must be held each year. During the less frequent evaluation cycle, a post conference is available upon request.

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.

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.

11.0252 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.

Wed, 01/29/2025 09:55:03 AM SERB

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.

11.0253 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 and no more than the length of one (1) lesson. 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.

The second formal observation will be a focused one that may occur later in the school year. It shall be announced. A Formal Focused Observation is at least thirty (30) minutes in length and no more than the length of one (1) lesson and emphasizes the focus area(s) identified after the earlier Formal Holistic Observation. Its purpose is to ensure the teacher receives the support necessary for growth in the focus area(s). While evaluators must collect sufficient evidence related to the identified focus area(s), they also must document sufficient evidence to support a Final Holistic Rating at the end of the evaluation cycle.

11.0254 Observation Conferences

All observations shall be preceded by a pre-observation conference between the credentialed evaluator and the teacher within five (5) 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 in Appendix B and the parties shall agree to the date, class, and/or prep for the observation.

Wed, 01/29/2025 09:55:03 AM SERB

A post-observation conference shall be held after each observation on a full evaluation cycle year. The post observation conference shall take place within ten (10) working days following the formal observation. During the less frequent evaluation cycle, a post conference is available upon request.

11.0255 Informal Observation/Classroom Walkthrough Procedure

A walkthrough/informal observation is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a summary using the approved Walkthrough/Informal Observation Form - General Form with checklist in Appendix B.

The walkthrough/informal observation shall consist of at least five (5) consecutive minutes, but not more than ten (10) consecutive minutes in duration for teachers on the full evaluation cycle in accordance with Ohio Revised Code 3319.111 and 3319.112.

The classroom walkthrough/informal observation 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 the classroom more frequently and more purposefully.

A classroom walkthrough/informal observation 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
- unreasonable disruption and/or interruption of the learning environment.

The teacher shall be provided access to the Walkthrough/Informal Observation Form. Data gathered from the walkthrough/informal observation must be placed on the form designated in Appendix B and provided to the teacher

Wed, 01/29/2025 09:55:03 AM SERB

within two (2) working days of the completion of the walkthrough/informal observation in paper or electronic form. The teacher and/or administrator may request a face to face meeting to discuss the walkthrough feedback.

11.0256 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 and provide resources and tools 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:

A. Performance issues documented as deficient; and
B. Specific performance expectations.

11.026 High Quality Student Data (HQSD)

Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

High Quality Student Data will be in accordance with Ohio Revised Code 3319.112.

HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

A. Knowledge of the students to whom the teacher provides instruction;
B. The teacher's use of differentiated instruction practices;
C. Assessment of student learning;
D. The use of assessment data;

Wed, 01/29/2025 09:55:03 AM SERB

E. Professional responsibility and growth.

No Evaluation Factor shall be impacted by student performance on a test or tests.

HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

11.0261 Vendor Assessments

When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program. All vendor assessments in consideration will be brought before the Building Level Team (BLT) for review.

The administrators and GTESC shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

All teachers and credentialed evaluators will be trained on any new vendor assessment being used that school year. This training will provide implementation and use of the data.

Any HQSD assessments purchased by the District must be used as a HQSD instrument.

An assessment by the building administrator and BLT members shall occur in May of each school year. This assessment will be shared with the Superintendent and GTESC.

11.0262 Use of High Quality Student Data

Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD in accordance with Ohio Revised Code 3319.112. The teacher will select student data that will be used in consultation with the evaluator and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data

Wed, 01/29/2025 09:55:03 AM SERB

as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

A. aligns to learning standards
B. measures what is intended to be measured
C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught
D. demonstrates evidence of student learning (achievement and/or growth)
E. follows protocols for administration and scoring
F. provides trustworthy results; and
G. is fair and unbiased

AND

The teacher must use the data generated from the high-quality student data instrument:

A. Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
B. Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
C. Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
D. Measuring student learning (achievement and/or growth) and progress towards achieving state and local standard

When utilizing teacher created HQSD instruments, the teachers shall submit the HQSD instrument for approval to the High Quality Student Data Committee (HQSDC). The due date will be set by the HQSDC on a yearly basis.

A. The HQSDC shall review all submitted HQSD within four (4) weeks of submission due date.
B. Any HQSD that is not approved by the HQSDC shall be returned to the teacher with specific

Wed, 01/29/2025 09:55:03 AM SERB

designation of deficiencies for resubmittal of the corrected HQSD within ten (10) work days.

High stakes employment decisions will not be made solely from the value-added portion of the teacher evaluation.

Co-teaching with HQSD: Teachers who have an approved co-teaching arrangement shall determine the HQSD instrument used for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s). When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. Any HQSD assessments purchased by the District must be used as a HQSD instrument.

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 value-added from the most recent prior year.

11.027 Finalization of Evaluation

A. Written Report

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

B. Completion of Evaluation Cycle

1. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards and the Teacher Performance Evaluation Rubric.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

Wed, 01/29/2025 09:55:03 AM SERB

4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

6. The Superintendent shall annually file a report to the ODE including only the following information:

   a. the number of teachers for whom an evaluation was conducted;
   b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

   All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

7. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

C. Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (6) above and with the assurance that the name of, or any other personally identifiable information, is not transmitted outside of the District.

11.028 Response to Evaluation

The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

Wed, 01/29/2025 09:55:03 AM SERB

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.

11.029 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 may utilize the Self-Assessment Summary Tool found in Appendix B. There will be three (3) categories of Professional Growth or Improvement Plans:

A. Teachers rated Accomplished or Skilled 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.

B. Teachers rated 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;

Wed, 01/29/2025 09:55:03 AM SERB

- 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.

C. Teachers 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.

If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request an elected GEA representative, of the employee's choosing, to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

Wed, 01/29/2025 09:55:03 AM SERB

11.0291 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.

A teacher in their first year of resident educator program and an employee of the District shall not be placed on an Improvement Plan.

The Improvement Plan shall include:

A. Specific, measurable instructional practices to be observed;
B. Specific, evidence-based resources, and assistance to be provided;
C. Clearly articulated timelines for the completion of the plan; and
D. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,
E. Shall utilize the form found in Appendix B of this Agreement.

Professional Growth and Improvement Plans shall be aligned to the teacher's evaluation.

No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

11.0292 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.

Wed, 01/29/2025 09:55:03 AM SERB

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 (2) out of three (3) 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.

11.02B Non-OTES Employee Evaluation

Observations

Philosophy: The regular classroom employee evaluation 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 evaluator. The goal of the regular classroom employee and the evaluation must be an authentic (sincere) attempt to attain professional growth and development.

Objectives

A. Provide an opportunity for improvement of the teaching and learning process.
B. Provide an opportunity to improve rapport between staff and administration.
C. Provide evaluation by specific criteria.
D. Provide a basis for determining re-employment or non-renewal.

Wed, 01/29/2025 09:55:03 AM SERB

11.02B1 Terms

Formal Observation - is no less than thirty (30) consecutive minutes each but not more than sixty (60) minutes unless mutually agreed upon.

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

Evaluee - employees in the bargaining unit.

Evaluator - 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 (1) 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 (4) areas. These areas include Professional Performance, Professional Qualities, Classroom Environment and Management, and Personal Qualities, which the evaluator will complete prior to the evaluation conference with "S" meaning Satisfactory and "NI" meaning Needs Improvement. See Appendix B of this Agreement.

Evaluation Report - instrument which evaluator completes prior to the evaluation conference from the Observation Checklist. See Appendix B-1 of this Agreement.

Request for Postponement of Formal Observation - is a mutual agreement between evaluator and evaluee that a formal observation be postponed.

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

Evaluation Instrument - shall consist of two (2) sections which are:

A. Observation Checklist, and
B. Evaluation Report and evaluee's comments if required.

Wed, 01/29/2025 09:55:03 AM SERB

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

Unsatisfactory Evaluation - a formal evaluation in which the overall rating on the Evaluation 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.

11.02B2 Procedures

A. Focus of the evaluation procedure is to be on teaching performance.

B. Evaluation is to be conducted by the employee's immediate supervisor or other mutually agreed upon appraiser.

C. The evaluation procedure should be the same for all professional staff, regardless of the school, level of assignment, and position presently held.

D. All employees will receive a copy of the Evaluation Instrument within the first week of each school year.

E. Classroom Observation Procedure:

1. An observation of at least thirty (30) uninterrupted minutes, but not more than sixty (60) minutes unless mutually agreed upon will take place before the Evaluation Report is completed.

2. All observations shall be done in the open and with the full knowledge of the employees.

3. A formal observation will be postponed by mutual agreement between the appraiser and the appraisee.

4. For evaluation purposes, the teachers in the Girard City School District are divided into three (3) categories.

11.02B21 Tenured Teachers

A. One (1) formal evaluation will be made every year of tenured teachers unless the evaluation is

Wed, 01/29/2025 09:55:03 AM SERB

unsatisfactory. The one (1) appraisal shall consist of one (1) formal observation. At the discretion of the building principal, the evaluation may be waived.

B. The evaluation must be completed on or before March 1, and the employee shall receive the written report of the evaluation by May 10.

C. An unsatisfactory overall teacher evaluation report will require another formal evaluation before May 1 of the year of the evaluation.

D. A teacher may request an additional formal evaluation 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 (2) evaluations with no less than forty-five (45) school days for the teacher to correct any deficiencies.

11.02B22 Limited Contract Teachers with Four (4) or More Years Teaching Experience in Girard City Schools

A. One (1) or two (2) formal evaluation(s) per school year will be made of limited contract teachers with four (4) or more years teaching experience.

B. The first evaluation must be completed on or before December 1, and the employee shall receive the written report of the evaluation 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 evaluation report will require another formal evaluation 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 evaluation/observations.

E. A teacher may request an additional formal evaluation anytime convenient to both parties.

Wed, 01/29/2025 09:55:03 AM SERB

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) evaluations completed according to the timelines noted in 11.0122. All potential candidates for tenure must notify their evaluator by October 1 of the school year in which they are requesting consideration for tenure.

11.02B23 Teachers with One (1), Two (2) or Three (3) Years of Teaching Experience and First Year Teachers in the Girard City School District

A. At least two (2) formal evaluations per year will be made on these teachers. One (1) additional evaluation may be conducted during a school year.

B. The first evaluation must be completed on or before December 1, and the employee shall receive the written report of the evaluation by December 11; the second by May 1, and the employee shall receive the written report of the evaluation by May 10. If one (1) additional evaluation is to be conducted, the affected teacher shall be notified no less than ten (10) school days prior to the evaluation.

C. A teacher may request an additional formal evaluation at any time convenient to both parties.

11.02B3 Observation and Evaluation Reports

A. No more than three (3) copies of the evaluation report are to be signed by both parties. One (1) copy is for the immediate supervisor, one (1) copy for the teacher, and one (1) 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 evaluation. If the teacher disagrees with any or all items, he/she must submit three (3) copies, in writing, of his/her own statement of rebuttal within ten (10) school days of the evaluation conference. The rebuttal will become permanently attached to all three (3) copies of the Evaluation Report. Upon request, the employee shall be granted a conference with the Superintendent, evaluator, and an elected GEA representative of the employee's choosing.

Wed, 01/29/2025 09:55:03 AM SERB

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 evaluator other than the immediate supervisor. The alternate evaluator shall be selected by the Superintendent.

D. Although it is understood this evaluation system will evolve with usage, no change may take place in this agreement without the consent of both parties.

E. Employees who are school counselors will be evaluated using the Ohio School Counselor Evaluation System (OSCES) in accordance with Ohio Revised Code 3319.113 using forms set forth by the Ohio Department of Education, as noted in Appendix B. The school counselor is not required to conduct a self-assessment before plan development, but this reflective activity may help him or her determine which standard areas to focus on in the professional growth plan.

F. Employees who are school nurses will be evaluated only using standards (#8 - #17) of the Ohio Association of School Nurses (OASN) Evaluation System, as noted in Appendix B.

G. Employees who are Speech Language Pathologist (SLP) will be evaluated using a performance rubric having the four (4) SLP teaching domains: Planning and Preparation, Therapy Environment, Evaluation and Intervention, and Professionalism; as noted in Appendix B.

11.02B4 Conference

A. The evaluator will arrange a conference with the evaluee 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 evaluator's intended Evaluation Report prior to the conference whenever possible. An employee shall be entitled to have present at the conference a GEA representative.

B. An Evaluation Report based upon the information in the observation Checklist(s) will be completed by the evaluator before the conference. During the conference, the employee will receive an exact duplicate of both the Observation Checklist(s) and the Evaluation Report. The evaluator will then discuss both the Checklist(s) and the Evaluation Report with the employee. The two (2) signatures of the employee and evaluator will indicate that the

Wed, 01/29/2025 09:55:03 AM SERB

conference was held and that all pertinent items on the Observation Checklist and Evaluation Report were discussed.

C. The evaluator will arrange with the evaluee 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 evaluator's intended Evaluation Report prior to the conference whenever possible. An employee shall be entitled to have present at the conference a GEA representative.

11.02B5 The provisions of Article 11, Employee Appraisal, shall supersede the provisions of ORC 3319.111.

11.02C 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.

Any teacher applying for Continuing Contract must complete at least two (2) scheduled formal observations that include pre/post conferences and at least two (2) and no more than four (4) periodic classroom walkthroughs. Additional walkthroughs may be scheduled after post conference upon mutual consent.

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

A. The teacher must have taught at least three (3) years in the last five (5) in the District. A teacher who had a continuing contract elsewhere must have served two (2) years in the District.

B. 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/she received an initial certificate or license, the teacher must have completed thirty (30) 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/she received an initial certificate or license, then he/she must have completed six (6) 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.

Wed, 01/29/2025 09:55:03 AM SERB

Qualifications of Eligibility for Teachers Licensed After January 1, 2011

A. The teacher must have taught at least three (3) years in the last five (5) in the District. A teacher who had a continuing contract elsewhere must have served two (2) years in the District.

B. 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/she received an initial certificate or license, the teacher must have completed thirty (30) 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/she received an initial certificate or license, then he or she must have completed six (6) 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

A. 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 F. 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.

B. 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 of the employee's choosing. Employees must sign a statement if they are declining representation.

Wed, 01/29/2025 09:55:03 AM SERB

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

D. 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 ten (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

Wed, 01/29/2025 09:55:03 AM SERB

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 an elected GEA 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 an elected GEA representative of the employee's choosing present at any time the employee is to be disciplined for any reason. Employees must sign a statement if they are declining representation.

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

Wed, 01/29/2025 09:55:03 AM SERB

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 (1) 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 one (1) additional meeting per grading period for Departments, Grade Levels, BLT's, TBT's, and the like, and may request meetings for emergency situations.

No other staff meetings shall be scheduled or called during the last week of the grading period or during the week in which conferences occur.

Teachers shall be notified of the meeting's date, time, duration, and agenda not later than one (1) 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

Wed, 01/29/2025 09:55:03 AM SERB

number of desks or workstations 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, as well as temporary placement if needed.

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 (2) 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)

Wed, 01/29/2025 09:55:03 AM SERB

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 eighteen dollars ($18.00) per lunch period, at the junior high a minimum of one (1) position per lunch period; at the high school a minimum of two (2) per lunch period, at the intermediate/elementary level, the rate shall be twenty-one dollars ($21.00) 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 twenty-one dollars ($21.00) per lunch period.

The Board will provide CPR training to all lunchtime supervisors in advance of the school year.

Wed, 01/29/2025 09:55:03 AM SERB

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 (1) 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 (1) 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

Wed, 01/29/2025 09:55:03 AM SERB

school buildings and are encouraged to attend the High School Graduation ceremony.

13.08 Lunch Period

Every employee shall be entitled to one (1) lunch period of at least thirty (30) uninterrupted minutes per day.

13.09 Workday Contract Year

13.091 Length of Workday

The length of the workday shall not exceed seven (7) hours and twenty-five (25) minutes, including teaching preparation time before, during, and after school.

13.092 School Year

The school year shall consist of one hundred seventy-four (174) workdays. (This includes one hundred-seventy [170] student days.) NEOEA Day may be used as an instructional day, if needed, to ensure the semester ends before winter break. 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 (2) 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 will operate in accordance with the Ohio Revised code 3313.48 for hours.

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

Wed, 01/29/2025 09:55:03 AM SERB

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.

The District will allow three (3) online instructional days as set forth in Ohio Revised Code Section 3313.48. 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 the 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 only if there are less than three (3) days off between semesters. 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 thirty (30) minutes on these record keeping days. Teachers shall be notified of the meetings' date, time, duration, and agenda, not later than one (1) 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 [1] per semester). Students will be dismissed ninety (90) minutes early and conferences will commence fifteen (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.

Wed, 01/29/2025 09:55:03 AM SERB

13.096 Professional Learning Days

The Board and GEA may mutually agree to schedule waiver days for professional learning within the calendar year. District Leadership Team members will be consulted regarding the structure, planning, and content of professional learning day activities.

Employees who are unable to attend will have the content of professional learning day activities and/or any materials made available to them. All employees will be responsible for the content of professional learning day activities and will submit the District wide learning reflection for sessions to their immediate supervisor.

13.097 New Hire Professional Learning

The Board may provide in-service training to all employees new to the District. Employees new to the District must attend training as directed by the administration prior to the start of the school year. Any current employee who presents 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

Wed, 01/29/2025 09:55:03 AM SERB

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 meet at least quarterly. At each building; Prospect, GIS, Junior High, and High School, there shall be two (2) bargaining unit 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

Wed, 01/29/2025 09:55:03 AM SERB

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:

A. 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. Visitors shall not be permitted to enter school corridors without administrative authorization and must have school personnel accompaniment.

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.

Wed, 01/29/2025 09:55:03 AM SERB

ARTICLE XIV
BOARD'S RIGHTS

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

A. 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;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of school district operations;

D. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the workforce;

G. Determine the overall mission of the Board as a unit of government;

H. Effectively manage the workforce;

I. 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 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

Wed, 01/29/2025 09:55:03 AM SERB

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:

A. 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;

B. 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 a 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 (1) such phone shall be for the use of the GEA President and shall be located in a place reasonably accessible to the GEA President.

Wed, 01/29/2025 09:55:03 AM SERB

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 a 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 (45)

Wed, 01/29/2025 09:55:03 AM SERB

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, the administrator shall request the presence of an elected GEA representative of the employee's choosing. Employees must sign a statement if they are declining representation.

15.16 GEA Business on School Property During Workday

Duly authorized elected 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/her 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.

Wed, 01/29/2025 09:55:03 AM SERB

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, no 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 thirty (30) days, such issue shall be submitted

Wed, 01/29/2025 09:55:03 AM SERB

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 origin, gender identification, sexual orientation, disability, military status, political affiliation and/or activism, 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, 2024 and shall remain in effect until midnight, August 15, 2027, at which time it shall expire, notwithstanding the effective date of a successor Agreement. This Agreement was ratified by both parties on June 27, 2024.

Wed, 01/29/2025 09:55:03 AM SERB

FOR THE GEA	FOR THE BOARD
President	President
Vice President	Superintendent/C hief Negotiator
Chief Negotiator	Treasurer
Negotiator	Negotiator
Negotiator	Negotiator
Negotiator	Negotiator
Negotiator	Negotiator
Negotiator	Negotiator
Negotiator	Negotiator

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX A
GRIEVANCE FORM

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

Wed, 01/29/2025 09:55:03 AM SERB

District Evaluation Forms

Teacher Evaluation Forms:

1. Teacher Self-Assessment (Optional)
2. Professional Growth Plan
3. Improvement Plan
4. Ohio Teacher Performance Evaluation Rubric OTES 2.0 with Editable Evidence Row
5. Teacher Performance Rating Definitions
6. High-Quality Student Data Guidance Tool
7. High-Quality Student Data Verification Form
8. Pre-Conference Planning Questions
9. Walkthrough/Informal Observation Forms (General Form)
10. Post-Conference Planning
11. Final Holistic Rating - Full Evaluation
12. Final Holistic Rating - Carry Forward

Source:
OTES 2.0 Link:
http://education.ohio.gov/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/OTES-2-0

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX B-1
DISTRICT EVALUATION FORMS NON-OTES

School Counselor Evaluation Forms:

1. OSCES Rubric
2. OSCES Professional Growth Plan
3. OSCES Self Assessment Summary Tool
4. OSCES Improvement Plan
5. OSCES Pre and Post Observation Resource Questions
6. OSCES Informal Observation
7. OSCES Final Summative Rating of School Counselor Effectiveness
8. OSCES Post Conference Planning
9. OSCES Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

Source:
OSCES Link:
http://education.ohio.gov/Topics/Teaching/Educator-Evaluation-System/School-Counselor-Standards-and-Evaluation

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX B-1
DISTRICT EVALUATION FORMS NON-OTES

Speech Pathologist Evaluation Forms:

1. Speech Language Pathologist Performance Evaluation Rubric

Nurse Evaluation Forms:

1. OASN School Nurse Performance Evaluation Rubric (OASN/SNES)
2. Self-Assessment Summary Tool
3. Pre-Observation Conference
4. Informal Observation Tool
5. Formal Observation Narrative Tool
6. Summative School Nurse Evaluation Tool
7. Professional Growth / Improvement Plan Tool

Supplemental Evaluation Forms:

1. Head Coach Evaluation
2. Assistant Coach Evaluation
3. Supplemental/Non-Athletic Evaluation

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX C
VACANCY FORM

Name: _____ **Date:** _____

Vacant Position: _____

Grade Level: _____ **Building:** _____

Experience in District: 25 Possible Total Points

. Total continuous years in the district: 10 Points

___4 pts(1-5 yrs) ___6 pts(6-10 yrs) ___8 pts(11-15 yrs) ___10 pts(16+ yrs)

B. Building Level Experience: 5 Points

___0 pts(0 yrs) ___2 pts(1-5 yrs) ___3 pts(6-10 yrs) ___4 pts(11-15 yrs) __5 pts(16+ yrs)

C. Subject Experience: 10 Points

___ 0 pts(0 yrs) ___4 pt(1-5 yrs) ___6 pts(6-10 yrs) ___8 pts(11-15 yrs) ___10 pts(16+ yrs)

OTES Final Summative Rating: 25 Possible Total Points
___ 25 pts(Accomplished) ___20 pts(Skilled) ___10 pts(Developing) ___0 pts(Ineffective)

Superintendent Interview: 50 Possible Total Points
Answers will be awarded points on a 0-5 pt. scale

____ Question 1 - Comments: _____

____ Question 2 - Comments: _____

____ Question 3 - Comments: _____

____ Question 4 - Comments: _____

____ Question 5 - Comments: _____

____ Question 6 - Comments: _____

____ Question 7 - Comments: _____

____ Question 8 - Comments: _____

____ Question 9 - Comments: _____

____ Question 10 - Comments: _____

_____ **TOTAL POINTS** _____ **Awarded Position** _____ **Denied Position**

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX D-1
SALARY SCHEDULE & INDEX 2024-2025

GIRARD CITY SCHOOLS SALARY SCHEDULE – 2024-2025 (6%) - $40,217 (base)

Step	BACH	BS+15	MASTERS	MS+15	MS+30	MS+45
0	40,217	42,228	44,239	46,250	48,260	50,271
	1.00000	1.05000	1.10000	1.15000	1.20000	1.25000
1	42,308	44,480	46,652	48,743	50,834	52,926
	1.05200	1.10600	1.16000	1.21200	1.26400	1.31600
2	44,400	46,732	49,065	51,236	53,408	55,580
	1.10400	1.16200	1.22000	1.27400	1.32800	1.38200
3	46,491	48,984	51,478	53,730	55,982	58,234
	1.15600	1.21800	1.28000	1.33600	1.39200	1.44800
4	48,582	51,236	53,891	56,223	58,556	60,889
	1.20800	1.27400	1.34000	1.39800	1.45600	1.51400
5	50,673	53,489	56,304	58,717	61,130	63,543
	1.26000	1.33000	1.40000	1.46000	1.52000	1.58000
6	52,765	55,741	58,717	61,210	63,704	66,197
	1.31200	1.38600	1.46000	1.52200	1.58400	1.64600
7	54,856	57,993	61,130	63,704	66,278	68,852
	1.36400	1.44200	1.52000	1.58400	1.64800	1.71200
8	56,947	60,245	63,543	66,197	68,852	71,506
	1.41600	1.49800	1.58000	1.64600	1.71200	1.77800
9	59,039	62,497	65,956	68,691	71,425	74,160
	1.46800	1.55400	1.64000	1.70800	1.77600	1.84400
10	61,130	64,749	68,369	71,184	73,999	76,814
	1.52000	1.61000	1.70000	1.77000	1.84000	1.91000
11	63,221	67,002	70,782	73,678	76,573	79,469
	1.57200	1.66600	1.76000	1.83200	1.90400	1.97600
12	65,312	69,254	73,195	76,171	79,147	82,123
	1.62400	1.72200	1.82000	1.89400	1.96800	2.04200
13	67,404	71,506	75,608	78,664	81,721	84,777
	1.67600	1.77800	1.88000	1.95600	2.03200	2.10800
14	69,495	73,758	78,021	81,158	84,295	87,432
	1.72800	1.83400	1.94000	2.01800	2.09600	2.17400
15	72,391	76,814	80,434	83,651	86,869	90,086
	1.80000	1.91000	2.00000	2.08000	2.16000	2.24000
18	74,482	79,067	82,847	86,145	89,443	92,740
	1.85200	1.96600	2.06000	2.14200	2.22400	2.30600
22	76,573	81,319	85,260	88,638	92,016	95,395
	1.90400	2.02200	2.12000	2.20400	2.28800	2.37200
27	78,664	83,571	87,673	91,132	94,590	98,049
	1.95600	2.07800	2.18000	2.26600	2.35200	2.43800
28	79,364	84,271	88,373	91,832	95,290	98,749
	+$700.00	+$700.00	+$700.00	+$700.00	+$700.00	+$700.00

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX D-2
SALARY SCHEDULE & INDEX 2025-2026

GIRARD CITY SCHOOLS SALARY SCHEDULE – 2025-2026 (6%) - $42,630 (base)

Step	BACH	BS+15	MASTERS	MS+15	MS+30	MS+45
0	42,630	44,762	46,893	49,025	51,156	53,288
	1.00000	1.05000	1.10000	1.15000	1.20000	1.25000
1	44,847	47,149	49,451	51,668	53,884	56,101
	1.05200	1.10600	1.16000	1.21200	1.26400	1.31600
2	47,064	49,536	52,009	54,311	56,613	58,915
	1.10400	1.16200	1.22000	1.27400	1.32800	1.38200
3	49,280	51,923	54,566	56,954	59,341	61,728
	1.15600	1.21800	1.28000	1.33600	1.39200	1.44800
4	51,497	54,311	57,124	59,597	62,069	64,542
	1.20800	1.27400	1.34000	1.39800	1.45600	1.51400
5	53,714	56,698	59,682	62,240	64,798	67,355
	1.26000	1.33000	1.40000	1.46000	1.52000	1.58000
6	55,931	59,085	62,240	64,883	67,526	70,169
	1.31200	1.38600	1.46000	1.52200	1.58400	1.64600
7	58,147	61,472	64,798	67,526	70,254	72,983
	1.36400	1.44200	1.52000	1.58400	1.64800	1.71200
8	60,364	63,860	67,355	70,169	72,983	75,796
	1.41600	1.49800	1.58000	1.64600	1.71200	1.77800
9	62,581	66,247	69,913	72,812	75,711	78,610
	1.46800	1.55400	1.64000	1.70800	1.77600	1.84400
10	64,798	68,634	72,471	75,455	78,439	81,423
	1.52000	1.61000	1.70000	1.77000	1.84000	1.91000
11	67,014	71,022	75,029	78,098	81,168	84,237
	1.57200	1.66600	1.76000	1.83200	1.90400	1.97600
12	69,231	73,409	77,587	80,741	83,896	87,050
	1.62400	1.72200	1.82000	1.89400	1.96800	2.04200
13	71,448	75,796	80,144	83,384	86,624	89,864
	1.67600	1.77800	1.88000	1.95600	2.03200	2.10800
14	73,665	78,183	82,702	86,027	89,352	92,678
	1.72800	1.83400	1.94000	2.01800	2.09600	2.17400
15	76,734	81,423	85,260	88,670	92,081	95,491
	1.80000	1.91000	2.00000	2.08000	2.16000	2.24000
18	78,951	83,811	87,818	91,313	94,809	98,305
	1.85200	1.96600	2.06000	2.14200	2.22400	2.30600
22	81,168	86,198	90,376	93,957	97,537	101,118
	1.90400	2.02200	2.12000	2.20400	2.28800	2.37200
27	83,384	88,585	92,933	96,600	100,266	103,932
	1.95600	2.07800	2.18000	2.26600	2.35200	2.43800
28	84,084	89,285	93,633	97,300	100,966	104,632
	+$700.00	+$700.00	+$700.00	+$700.00	+$700.00	+$700.00

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX D-3
SALARY SCHEDULE & INDEX 2026-2027

GIRARD CITY SCHOOLS SALARY SCHEDULE – 2026-2027 (6.5%) - $45,401 (base)

Step	BACH	BS+15	MASTERS	MS+15	MS+30	MS+45
0	45,401	47,671	49,941	52,211	54,481	56,751
	1.00000	1.05000	1.10000	1.15000	1.20000	1.25000
1	47,762	50,214	52,665	55,026	57,387	59,748
	1.05200	1.10600	1.16000	1.21200	1.26400	1.31600
2	50,123	52,756	55,389	57,841	60,293	62,744
	1.10400	1.16200	1.22000	1.27400	1.32800	1.38200
3	52,484	55,298	58,113	60,656	63,198	65,741
	1.15600	1.21800	1.28000	1.33600	1.39200	1.44800
4	54,844	57,841	60,837	63,471	66,104	68,737
	1.20800	1.27400	1.34000	1.39800	1.45600	1.51400
5	57,205	60,383	63,561	66,285	69,010	71,734
	1.26000	1.33000	1.40000	1.46000	1.52000	1.58000
6	59,566	62,926	66,285	69,100	71,915	74,730
	1.31200	1.38600	1.46000	1.52200	1.58400	1.64600
7	61,927	65,468	69,010	71,915	74,821	77,727
	1.36400	1.44200	1.52000	1.58400	1.64800	1.71200
8	64,288	68,011	71,734	74,730	77,727	80,723
	1.41600	1.49800	1.58000	1.64600	1.71200	1.77800
9	66,649	70,553	74,458	77,545	80,632	83,719
	1.46800	1.55400	1.64000	1.70800	1.77600	1.84400
10	69,010	73,096	77,182	80,360	83,538	86,716
	1.52000	1.61000	1.70000	1.77000	1.84000	1.91000
11	71,370	75,638	79,906	83,175	86,444	89,712
	1.57200	1.66600	1.76000	1.83200	1.90400	1.97600
12	73,731	78,181	82,630	85,989	89,349	92,709
	1.62400	1.72200	1.82000	1.89400	1.96800	2.04200
13	76,092	80,723	85,354	88,804	92,255	95,705
	1.67600	1.77800	1.88000	1.95600	2.03200	2.10800
14	78,453	83,265	88,078	91,619	95,160	98,702
	1.72800	1.83400	1.94000	2.01800	2.09600	2.17400
15	81,722	86,716	90,802	94,434	98,066	101,698
	1.80000	1.91000	2.00000	2.08000	2.16000	2.24000
18	84,083	89,258	93,526	97,249	100,972	104,695
	1.85200	1.96600	2.06000	2.14200	2.22400	2.30600
22	86,444	91,801	96,250	100,064	103,877	107,691
	1.90400	2.02200	2.12000	2.20400	2.28800	2.37200
27	88,804	94,343	98,974	102,879	106,783	110,688
	1.95600	2.07800	2.18000	2.26600	2.35200	2.43800
28	89,504	95,043	99,674	103,579	107,483	111,388
	+$700.00	+$700.00	+$700.00	+$700.00	+$700.00	+$700.00

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX D-4
SUPPLEMENTAL PAY DATES

All year supplemental – Second pay in December and First pay in June
Fall – Second pay in September and First pay in November
Winter – Second pay in December and Firs pay in March
Spring – Second pay in April and First pay in June
Exception: Cheerleading Supplementals will be paid - Second pay in November and Second pay in March

Dividing of Supplemental Contracts:

Supplemental contracts may be divided between coaches and/or advisors.

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX E
SUPPLEMENTAL SALARY SCHEDULE

Appendix E SALARY SCHEDULE INDEX 2024-2027

SUPPLEMENTAL DUTIES

(Based on Step 1 of Bachelor's Column)

A. ATHLETIC POSITIONS:		INDEX
Baseball		
	Head Baseball Coach	0.144
	Assistant Baseball Coach (2)	0.085
	Assistant Baseball Coach (1)	0.085**
Basketball		
	Head Boys Basketball Coach	0.231
	Assistant Boys Basketball Coach (3)	0.144
	Head Girls Basketball Coach	0.231
	Assistant Girls Basketball Coach (2) + (1)** 9th Gr	0.144
	Junior High Boys Basketball (2)	0.072
	Junior High Girls Basketball (2)	0.072
Bowling		
	Head Bowling Coach	0.085
	Assistant Bowling Coach (1)	0.0425
Cheerleading		
	Head Cheerleading Coach	0.17
	Assistant Cheerleading Coach (2)	0.085
Cross Country		
	Head Boys Cross Country Coach	0.11
	Head Girls Cross Country Coach	0.11
	Assistant Boys Cross Country Coach (1)	0.0425
	Assistant Girls Cross Country Coach (1)	0.0425
	Junior High Boys Cross Country Coach (1)	0.0425
	Junior High Girls Cross Country Coach (1)	0.0425
Football		
	Head Football Coach	0.231
	Assistant Football Coach (6)	0.144
	Junior High Football Coach (4)	0.072

Wed, 01/29/2025 09:55:03 AM SERB

Golf		
	Head Boys Golf Coach	0.085
	Assistant Boys Golf Coach (1)	0.0425**
	Head Girls Golf Coach	0.085
	Assistant Girls Golf Coach (1)	0.0425**
Soccer		
	Head Boys Soccer Coach	0.144
	Head Girls Soccer Coach	0.144
	Assistant Girls Soccer Coach	0.085**
	Assistant Boys Soccer Coach	0.085
	Boys/Girls Soccer Skills Coach	0.042
Softball		
	Head Softball Coach	0.144
	Assistant Softball Coach (2)	0.085
	Assistant Softball Coach (1)	0.085**
Tennis		
	Head Girls Tennis Coach	0.085
	Assistant Girls Tennis Coach	0.0425**
Track		
	Head Boys Track Coach	0.144
	Head Girls Track Coach	0.144
	Assistant Boys Track Coach (2)	0.085
	Assistant Girls Track Coach (2)	0.085
	Junior High Boys Track Coach (1)	0.0425
	Junior High Girls Track Coach (1)	0.0425
	Junior High Track Skills Coach	0.0425 **
Volleyball		
	Head Volleyball Coach	0.144
	Assistant Volleyball Coach (2)	0.085
	Junior High Volleyball (2)	0.0425
Wrestling		
	Head Wrestling Coach	0.144
	Assistant Wrestling Coach (2)	0.085
	Junior High Wrestling (2)	0.0425**
Youth Sports		
	Boys Youth Sports Coordinator	0.085
	Girls Youth Sports Coordinator	0.085

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX E
SUPPLEMENTAL SALARY SCHEDULE

**The position/additional position will be filled when there is sufficient student participation as determined by the Activities Director and Superintendent.

*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 PERCENTAGE-BASED INDEX

Band/ Vocal Music		
	Band Director	0.17
	Assistant Band Director	0.082
	Summer Band Camp Director	0.072
	Color Guard Advisor	0.052
	Danceline Advisor	0.052
	Majorette Advisor	0.052
	Vocal Music Director	0.075
Class Advisors		
	Senior Class Advisor	0.046
	Junior Class Advisor	0.046
	9th/10th Grade Class Advisor	0.046
Clubs/ Service		
	BETA Club Advisor	0.025
	Builders Club Advisor	0.02
	Italian Club Advisor	0.02
	National Honor Society Advisor	0.046
	Spanish Club	0.02
	Teen Institute Advisor	0.02

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX E
SUPPLEMENTAL SALARY SCHEDULE

Drama		
	Dramatics Director	0.123
	Assistant Drama Director (2)	0.059
English Competitions		
	GHS English Festival Advisor	0.02
	GJHS English Festival Advisor	0.02
	Power of the Pen Advisor	0.02**
Prep Bowl/Olympiad		
	GHS Prep Bowl Advisor	0.045
	GJHS Prep Bowl Advisor	0.045
	GIS Prep Bowl Advisor	0.045
	Science Olympiad Advisor (1)	0.055**
Robotics/Lego		
	Head Robotics Team Coach	0.139
	Robotics Build Coach	0.115
	Assistant Robotics Coach (2)	0.06
	First Lego League Advisor	0.02
	Lego League Advisor Grades 5-6(**2)	0.02
Speech/Debate		
	Head Speech/Debate Coach	0.123**
	Assistant Speech/Debate Coach (3)	0.059**
Student Council		
	GHS Student Council Advisor	0.02
	GJHS Student Council Advisor	0.02
	GIS Student Council Advisor	0.02
Yearbook		
	High School Yearbook Advisor	0.134
	Junior High Yearbook Advisor	0.02
6th Grade Trip		
	GIS 6th Grade Overnight Trip Organizer (2)	0.062

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX E
SUPPLEMENTAL SALARY SCHEDULE

C. OTHER POSITIONS HOURLY BASED INDEX

Detention		
	GHS After School Detention Supervisor	$25.00/Hr
	GJHS After School Detention Supervisor	$25.00/Hr
	GIS After School Detention Supervisor	$25.00/Hr
	Prospect After School Detention Supervisor	$25.00/Hr
	GIS Lunchtime Detention Supervisor	$21.00/Hr
	Prospect Lunchtime Detention Supervisor^^	$21.00/Hr
Lunchtime Supervisor		
	GHS Lunchtime Supervisor (Minimum of 4)	$18.00/Period
	GJHS Lunchtime Supervisor (Minimum of 2)	$18.00/Period
	GIS Lunchtime Supervisor (Minimum of 6)	$21.00/Period
	Prospect Lunchtime Supervisor (Minimum of 8)	$21.00/Period
Summer School		
	GHS Summer School Instructors^^	$30.00/Hr

^^The position/additional position will be filled when there is need as determined by the Principal and Superintendent.

Wed, 01/29/2025 09:55:03 AM SERB

APPENDIX F
NOTICE OF COMPLAINT

Notification of Complaint

Teacher Name_____

Complaint Issued by _____

Date of Complaint_____ Time of Complaint_____

Brief Explanation of Complaint

_____

_____

_____

_____

_____ _____
Complainant Signature Date

_____ _____
Respondent Signature Date

_____ _____
Principal/Superintendent Signature Date

Wed, 01/29/2025 09:55:03 AM SERB

Wed, 01/29/2025 09:55:03 AM SERB