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AGREEMENT

BETWEEN THE

GARFIELD BOARD OF EDUCATION

AND THE

GARFIELD EDUCATION ASSOCIATION

July 1, 2026 – June 30, 2030

TABLE OF CONTENTS

ARTICLE **PAGE**

1. RECOGNITION 1

2. NEGOTIATIONS PROCEDURE 2
A. INITIATION 2
B. NEGOTIATIONS SESSIONS 3
C. AGREEMENT 4
D. DISAGREEMENT 4
E. NO REPRISAL 5
F. AMENDMENTS 5
G. MID-TERM SETTLEMENTS 5

3. INDIVIDUAL RIGHTS 5
ONLINE GRADE SYSTEM 6
ACADEMIC FREEDOM 7

4. ASSOCIATION RIGHTS 8
A. GENERAL ASSOCIATION RIGHTS 9
B. ASSOCIATION BUILDING RIGHTS 10

5. GRIEVANCE PROCEDURE 11
A. DEFINITION OF TERMS 11
B. GENERAL PRACTICE 11
C. INFORMAL PROCEDURE 12
D. FORMAL PROCEDURE 12

6. COMPLAINT PROCEDURE 14
B. COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT 15

7. SUPERVISING TEACHER/STUDENT-TEACHER 16

8. TEACHER CONTRACTS 18
A. INDIVIDUAL CONTRACTS, REGULAR 18
B. INDIVIDUAL CONTRACTS, CONTINUING 19
C. INDIVIDUAL CONTRACTS, SUPPLEMENTAL 20

9. APPRAISAL PROCEDURE 20
A. METHODS 20
B. REGULAR APPRAISAL CYCLE 22
C. DECEMBER AND APRIL REPORT (CULMINATION OF REGULAR APPRAISAL CYCLES) 24
D. SPECIAL APPRAISAL CYCLE 24

TABLE OF CONTENTS

ARTICLE **PAGE**

E. DEFICIENCIES 25
F. EVALUATION 25
G. EVALUATION COMMITTEE 26
H. PURPOSE 28
I. FORMS 28
J. NOTIFICATION 29
K. HIGH QUALITY STUDENT DATA 29
L. COMPONENTS 30
M. RATINGS 31
N. PROFESSIONAL GROWTH PLANS 32
O. IMPROVEMENT PLAN 33
P. NON-RENEWAL 34
Q. RESOURCES 34
S. PROVISIONS OF THIS ARTICLE SUPERSEDE THE LAW . 36

10. PERSONNEL AND PAYROLL FILES 36
H. CONTENTS 37

11. TRANSFER AND ASSIGNMENT 38
A. TRANSFER 38
B. OPENINGS 38
C. ASSIGNMENTS 39

12. REDUCTION IN STAFF 39
A. CAUSE(S) 39
B. ATTRITION 39
C. SUSPENSION OF CONTRACTS 40
D. NOTIFICATION 40
E. ORDER OF REDUCTION 40
F. PROCEDURE 41
G. RECALL 42

13. BOARD APPROPRIATIONS & DEPARTMENT/GRADE LEVEL BUDGETS 43

14. POLICY AND RULES 43

15. CLASS SIZE 43

16. SCHOOL DAY 44

17. ANNUAL ATTENDANCE 45

TABLE OF CONTENTS

ARTICLE **PAGE**

C. PROFESSIONAL OBLIGATIONS 46

18. PAID LEAVES OF ABSENCE 46
A. SICK LEAVE 46
B. ASSAULT LEAVE 47
C. ATTENDANCE BONUS 47
D. PERSONAL LEAVE 48
E. COMPULSORY LEAVE 49
F. ATTENDANCE AT PROFESSIONAL CONFERENCES AND WORKSHOPS 49

19. UNPAID/PARTIAL-PAID LEAVES OF ABSENCE 50
A. MATERNITY LEAVE 50
B. LEAVE FOR PROFESSIONAL IMPROVEMENT 51
C. OTHER LEAVES 52
D. FAMILY AND MEDICAL LEAVE ACT OF 1993 53
E. GENERAL PROVISIONS 53

20. SPECIAL EDUCATION TEACHERS 53
A. Class Size 53
E. RELEASE TIME 54

21. SUBSTITUTES 54

22. REIMBURSING TEACHERS FOR COLLEGE TUITION 57
B. REIMBURSEMENT FOR TUITION COSTS 57

23. DEDUCTIONS 58
A. FAIR SHARE FEE 59

24. SEVERANCE PAY 60

25. INSURANCES 61

26. MILEAGE 63

27. STRS "PICK-UP" 64

28. SALARY 65
A. TUTORS 65
B. SALARY -- $43,928, July 1, 2026 66
F. ADDITIONAL TRAINING 71

TABLE OF CONTENTS

ARTICLE **PAGE**

29. SUPPLEMENTAL SALARIES 72
G. EXTRA-CURRICULAR ACTIVITIES 73

30. RETIREMENT INCENTIVE PLAN 76

31. HEALTH AND SAFETY 77

32. RESIDENT EDUCATOR PROGRAM 77
33. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 82

34. TECHNOLOGY USE 84

35. MILITARY LEAVE 85

36. ELEMENTARY & SECONDARY EDUCATION ACT 85

37. LABOR/MANAGEMENT RELATIONS COMMITTEE 85

38. EFFECTS OF AGREEMENT 86

39. DURATION AND INTENT OF AGREEMENT 87

APPENDICES

A Informal Grievance Notification 89
B Grievance Form 90
C Teachers Contract - Limited 91
D Teacher's Contract - Continuing 92
E Supplemental Contract 93
F Teacher's Salary Notice 94
G Appraisal of Certified, Non-Classroom Staff 95
G-1 Teacher Self-Help Questionnaire 97
G2 Appraisal (Regular Cycle) Observation Guide 98
G-3 Pre-Observation Conference Data 102
G-4 Teacher Appraisal Form (Regular Cycle) 103
G-5 Post-Observation Conference Data 105
G-6 December/April Report 106
G-7 Notice of Special Appraisal 107
G-8 Form for Special Appraisal 108
G-9 Statement of Deficiency as Noted in Special Appraisal 110
H All-Purpose Leave Form 111
I Summary of Schedule of Benefits 112
J Complaint Form 118

TABLE OF CONTENTS

ARTICLE **PAGE**

K Continuing Contract Notification 119
L Health Retirement Accounts (HRAs)..... 120
M Memorandum of Understanding for Online Classes 121

ARTICLE 1. RECOGNITION

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

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

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

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

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

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

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

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

2. Is a Supervisor certified under ORC 3319.22 (I).

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

ARTICLE 2. NEGOTIATIONS PROCEDURE

A. INITIATION

1. All requests for negotiations shall be made in writing. Requests initiated by the Association shall be directed to the Superintendent acting as the representative of the Board. Requests initiated by the Board shall be directed from the Superintendent to the Association President. All such requests shall be made by March 1. The written request for professional negotiations shall include:

    a. Date of writing.

    b. Statement of purpose of meeting.

    c. Name, address, and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time, place, and date for the initial negotiations meeting or request to extend negotiation start date.

2. A written reply shall be sent by the receiving party by March 15 to the official representative of the requesting party. This communiqué shall include:

    a. Date of writing.

    b. Recognition of request for a professional negotiations meeting.

    c. Time, place, and date of a mutually agreeable initial negotiations meeting or request to extend negotiation start date.

3. The parties shall consider use of interest based bargaining. Should the parties agree to use interest based bargaining, ground rules will be established at that time.

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

B. NEGOTIATIONS SESSIONS

1. The first negotiations session shall be held by March 30 unless mutually agreed.

2. The parties shall exchange complete written proposals, if any are to be submitted.

3. Prior to the end of any session, a mutually agreeable time, place, and date shall be established for the subsequent negotiations session. The parties should attempt not to schedule sessions during the school day, unless circumstances agreed to by the parties necessitate otherwise.

4. Either team may call for a caucus at any time. If it appears to either team that the caucus will extend beyond thirty (30) minutes, they shall notify the other party.

5. Prior to and during the period of the negotiations meetings, the Board and the Association agree to provide to the other, upon written request and in a reasonable time period, essential information available concerning financial resources of the District, and such other information as will be in the best interest of all parties concerned with a quality education program.

6. Members of the respective negotiations teams have the power and authority to negotiate; that is, to make proposals, consider proposals, and make concessions in the course of discussion.

7. All sessions of negotiations shall be in "good faith". "Good faith" negotiations, as provided for in this Agreement, include, but are not limited to: reasonable positions on issues, and indicated willingness to reach agreement thereon; a search for counter proposals to proposals not accepted; and refraining from unexplained change in position and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal, or require the making of a concession.

8. While negotiations are in progress, news releases shall be made only with the mutual agreement of the negotiations teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release. Communications by the teams to their respective party shall not be considered a violation of this clause.

9. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

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

C. AGREEMENT

1. When tentative agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association for ratification; and then to the Board, at its next regular or special Board meeting for adoption. Both teams shall recommend and urge approval of their respective group's. Balloting shall be in accordance with ORC 4117.

2. The final written Agreement will contain the following:

   a. Terms of the provision.

   b. Effective date of the provision.

3. When approved by both parties, it shall be signed by their respective presidents and negotiations teams and the Board vote shall be entered into the official minutes of the Board. Thereupon, the Board shall initiate any changes in Board policy to reflect the provisions of this Agreement. When applicable, provisions will be reflected in the individual contract or statement of conditions of service, as submitted to members of the bargaining unit.

4. It shall be the responsibility of the Association to compile and print the negotiated Agreement and to provide copies for all Board members, the Superintendent, the Treasurer, all teachers, and Building Principals. The cost shall be equally shared by the Board and the Association. Additional copies requested by either party shall be paid for by the requesting party.

D. DISAGREEMENT

1. Federal Mediation: If agreement is not reached twenty (20) days prior to the expiration of the Agreement, either party may submit a request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the mediator. The mediator shall only have the authority to assist the parties in reaching an agreement.

2. If the FMCS cannot supply a mediator, the mediator shall be selected through the State Employment Relations Board (SERB), or another mutually agreed alternative dispute resolution entity (ADR). Any mediator so chosen shall only have the authority to assist the parties in reaching an agreement.

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

4. This procedure shall constitute the parties' Mutually Agreed Dispute Resolution procedure and shall supersede any provisions to the contrary contained in O.R.C. 4117.14, except that the Association shall retain the right to proceed in accordance with O.R.C. 4117.14(D)(2).

E. NO REPRISAL

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

F. AMENDMENTS

1. Any agreement on amendments to this Agreement shall be in writing and binding for the duration of this Master Agreement.

2. Amendments will be developed by the negotiations teams of each party and shall require the Board and the Association's approval before signing.

G. MID-TERM SETTLEMENTS

All mid-term settlements and agreements will be included on a website accessible to all bargaining unit members, unless the Superintendent and Union President agree that a given settlement should not be so included. All mid-term settlements and agreements will be reviewed by the parties in the next negotiations.

ARTICLE 3. INDIVIDUAL RIGHTS

A. Members of the instructional staff are entitled to full rights of citizenship regardless of sex, sexual orientation, marital status, age, race, color, creed or place of origin.

B. Members of the instructional staff have the right to union affiliation and/or activities and to participate in professional and civic organizations for their personal benefit and interest.

C. Members of the instructional staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline, so long as it does not interfere with classroom instruction.

D. The parties recognize the faculty and students' rights concerning academic freedom. Thus, the teacher is recognized as the expert in the classroom and has the right to vary preparation and presentations so long as course of study

guidelines and OHIO'S LEARNING STANDARDS, where applicable, ARE FOLLOWED.

Each teacher shall provide access to their lesson plans and shall have a lesson plan for every lesson. The administration may check with a teacher to verify that such a plan exists**.** This may be done electronically. The Association and the Administration will discuss in LMC the best method(s) of providing for electronic submittal of lesson plans.

Copies of the teacher's plans shall be kept in the classroom or will be made available electronically for substitute teachers, whether in the classroom or in the office.

E. Members of the instructional staff, the Board, and Administration shall abide by negotiated and Board-adopted policies and by provisions in individual instructional staff members' contracts.

F. Individuals have the right to join any professional association.

G. Each building shall have an appropriately furnished faculty workroom. Each workroom shall be equipped with table(s), refrigerator, chairs, and a telephone extension that provides privacy restriction and allows for local calls.

H. Teachers in each building have access to copy equipment, a paper cutter and a computer.

I. Each teacher shall be provided a key to all classroom(s) they use during the school year. The keys are to be turned in at the end of the school year, unless otherwise approved by the Principal.

J. Teachers will be given grade books and lesson plan books**,** if requested. For the first three (3) weeks of summer vacation, the current grade book will be left in the teacher's classroom if the teacher will be out of the area during that period. Teachers**,** who don't use online grading, have the option of turning prior year grade books into the Office for storage, or may keep them in his/her possession so long as the teacher keeps them in a school facility and notifies the Principal of the location of where filed.

Online Grade System

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

K. No teacher shall be required to purchase with his/her financial resources required texts, materials, and/or supplies. Teachers will be given consumable supplies.

L. Teachers may, at their discretion and in the exercise of their professional judgment, remove a student**,** to the office, who is disrupting the educational process from class for a period not to exceed one (1) school day or class period as is appropriate at a time. Each time a student is removed to the office, the teacher shall notify an administrator prior to, or at the time of removal. In the absence of an administrator, the teacher shall notify the Office. When a student is removed from class, the teacher will attempt to make contact with the parent(s). After the removal of the same student a second time during a quarter, the teacher and the principal shall confer to ensure a safe and healthy environment. In removal situations, the administration will attempt to ensure communication of relevant information to affected staff members.

M. Special education, title teachers and counselors have a specialized set of skills that benefit our most needy students. When creating the master schedule and organizing testing, the Board agrees to work with the association to explore what can be done to align their skills to the needs of students.

N. The Board and teachers agree that teachers share responsibilities for the supervision of students during the entire time students are at school. Teachers are encouraged to supervise the area outside his/her classroom during passing time, especially in emergencies.

O. Teachers are encouraged to attend meetings and functions outside the school day, but they are not required to do so except in a clear emergency.

P. <u>ACADEMIC FREEDOM</u>

1. Training for effective citizenship frequently makes it necessary for students to study issues which are judged by some to be controversial. The role of the teacher in the presentation of controversial issues may be delicate, but it is neither dangerous nor impossible. The very words, “issues” and “controversial”, suggest there is more than one side to the question. This means the teacher incurs an obligation to aid his/her students in collecting pertinent data; in evaluating both the accuracy and completeness of the data and their relevance to the question; in recognizing existing prejudices for what they are; in examining critically the argument raised by the presumed facts as well as the logic leading to whatever conclusions may possibly be drawn. If controversial topics are presented in such a spirit of open-minded inquiry, students may be expected not only to learn something of the matter at hand, but to apply sound intellectual approaches to other problems as well. Teachers have an obligation to preserve an attitude of impartiality coupled

with intellectual honesty. To the extent that this is maintained, they should feel confident of the firm support of the Administration and the Board.

2. It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff unless the law expressly requires otherwise.

3. The retention or promotion of students shall be the ultimate responsibility of the Principal, but any decision of the Principal contrary to the recommendation of the teacher shall be implemented only after communication with the teacher.

4. It is agreed that communication of student performance is important. Formal student performance will be reported for all students during report card marking periods. MID QUARTER reports will ONLY be mailed to students failing one (1) or more courses in grades 3-12.

REPORT CARD MARKING PERIODS:

GRADES PK-2: TWELVE (12) WEEK INTERVALS (3 REPORTING PERIODS PER YEAR)

GRADES 3-12: NINE (9) WEEK INTERVALS (4 REPORTING PERIODS PER YEAR)

Teachers shall make multiple attempts to communicate with the parent(s) of a failing student; if the first method is unsuccessful, a second alternative method shall be utilized. At the end of each marking period, report cards will be mailed to all students in grades 7-12 and sent home with students in grades K-6. A mass communication should be attempted to convey that those reports are available. Teachers shall make multiple attempts to communicate with the parent(s) of a failing student; if the first method is unsuccessful, a second alternative method shall be utilized.

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

ARTICLE 4. ASSOCIATION RIGHTS

The Association shall have, as the exclusive representative, the following sole and exclusive rights:

A. GENERAL ASSOCIATION RIGHTS

1. So that the Association, through a designated spokesperson, shall have the right at all regularly-scheduled, recessed or special meetings of the Board to speak to any issue which might affect members of the bargaining unit, the Board meeting agenda shall have a place on the agenda prior to Board action to recognize visitors, including the Association, if a written request is presented to the Treasurer prior to the meeting.

2. The Association President shall be provided with one (1) copy of the Board meeting agenda, twenty-four (24) hours prior to each Board meeting; also, other such materials as is provided to the Board excluding confidential materials and privileged communication.

3. The Association President shall be provided, within three (3) days of a written request, one (1) copy of any approved Board meeting minutes.

4. The Association President shall receive from the Board within fourteen (14) days of a written request, the names, home telephone, work email, and home address, classification, salary, and location of all bargaining unit members of the Board. Further, such information shall be provided to the Association President within ten (10) days of initial hire for any new bargaining unit members.

5. The Board grants ten (10) days of released time from teacher duties for the Association, as representatives of the certified staff. The GEA President or designee may use an additional two (2) days under this section to attend Portage County Consortium Trustee meetings. Minimum use will be in one-half (1/2) day blocks. (Appendix H) A minimum of two (2) working days advance notice to the Principal and the Superintendent shall be given, except in unusual circumstances.

6. The Association or any committee thereof shall have the right to use school buildings/facilities without charge for professional meetings, at times when a custodian is normally on duty and when not scheduled for other meetings. At other times, the Association may use the buildings according to regulations the school-related group established by the Board of Education, with no rental charge except reimbursement to the Board for custodial wages.

7. The Association shall be provided with not less than two (2) consecutive hours of time to meet with new hires at any initial orientation. The placement of such time on the schedule for the orientation shall be made with input from the Association President. Further, the Association shall receive at least thirty (30) days' advance notice the date, time, and location of the orientation. The

Association shall be provided such time during the orientation of any new employee hired mid-year.

B. ASSOCIATION BUILDING RIGHTS

1. Use of bulletin boards within the school office and teacher lounges.

2. Use of the Public Address System for brief announcements concerning meetings, at times when general announcements are made and/or after students are dismissed.

3. Right to make announcements at the end of the regular agenda of building faculty meeting(s).

4. The Association or any committee thereof shall have the right to use the following school-owned equipment without charge, when not in use for other school business: computers, copy machines, duplicating equipment, computers, and audio-visual equipment. Use of such equipment off school premises must be approved in advance by the Principal or other person in charge of the equipment. The Association shall reimburse the Board only for the supplies used, and shall assume the financial responsibility for loss or damage to said equipment while in use by the Association.

5. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations; and provided that any Association business to be transacted with teachers during contracted time shall be with prior notification of the Building Administrator.

6. The Association may use the internal mail system of the school and place Association communication in the mailboxes provided each teacher in the system.

7. The Association, upon approval, agrees to lend full organizational and membership support to the Board of Education and the community in promoting financial campaigns and other programs deemed beneficial to the schools and the children of this community.

8. The Association shall be permitted to hold a meeting on school time for all members of the bargaining unit on any Inservice/Records Day. The meeting shall be no longer than sixty (60) minutes in length.

ARTICLE 5. GRIEVANCE PROCEDURE

A. DEFINITION OF TERMS

1. A “grievance” shall be defined as a claim by an employee or the Association that there has been a misapplication or misinterpretation of this Master Agreement. All such claims shall cite the specific Article involved.

2. The “purpose” of the grievance procedure is to secure, at the lowest possible level, acceptable solutions to grievances.

3. The “grievant” shall be defined as an employee, group of employees, or the Association, who have a grievance.

4. “Days” used in reference to limitations shall refer to school calendar days actually worked, except during the summer recess when days will refer to calendar days.

5. A “class action” (group) grievance may be filed by the Association in regard to Master Contract violations.

6. This grievance procedure shall not be used for grievances involving teachers vs. teachers.

B. GENERAL PRACTICE

1. Time limits are maximum, and must be adhered to unless the parties are in mutual agreement to extend. In cases of grievances at the end of the school year, the time limits will be altered as mutually agreed upon by both parties.

2. At any level, a grievance, or claim, may be withdrawn by the aggrieved party without prejudice. The record may be kept by the Treasurer for a period of twelve (12) months, but then shall be expunged. Failure of the Board or the Administration to act within the required time limits, permits the grievance to go to the next step.

3. Copies of all written decisions or communications shall be made in triplicate and sent to the involved parties at the respective level.

4. Reprisals will not be taken by or against any involved parties for reason of said participation. Nothing in this procedure shall be construed to limit the rights of (an) individual(s) as provided by law. The grievance procedure shall not be used in a malicious manner.

5. Upon resolution of the grievance, all materials regarding the nature of the grievance shall be entrusted to the Treasurer to be placed in a separate file.

6. All grievances shall be filed at the lowest possible level, which means that level of the procedure at which the administrator deciding the grievance has the authority to make a resolution.

7. The Association has the option to withdraw its support at any time, provided the grievant is informed in writing prior to filing at the subsequent level. However, the grievant may continue the step, and assume all costs of arbitration.

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

C. INFORMAL PROCEDURE

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

D. FORMAL PROCEDURE

1. LEVEL ONE

If the discussion does not resolve the grievance to the satisfaction of the bargaining unit member, such member of the bargaining unit shall have the right to lodge a written grievance with such bargaining unit member's Principal or Immediate Supervisor, within ten (10) days of the Principal's or Immediate Supervisor's response. The written grievance shall be on a standard form supplied by the Board (Appendix B) and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision. A copy of such grievance shall be filed with the Association and

the Superintendent. The grievant shall have a right to a hearing before the Building Principal or Immediate Supervisor. Such hearing shall be conducted within five (5) days after the receipt of such request. A good faith effort will be made to schedule this meeting at a mutually beneficial time. The hearing will not take place outside of the bargaining unit member's regular workday and a good faith effort will be made to limit the disruption to the bargaining unit member's class schedule. The bargaining unit member shall have the right to be represented at such hearing by counsel or by an Association representative. The Building Principal or Immediate Supervisor shall take action on the written grievance within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association, and the Superintendent.

2. LEVEL TWO

   a. If the action taken by the Building Principal or Immediate Supervisor does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) days from receipt of the written memorandum of the Principal's action on said grievance, shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within ten (10) days after the receipt of the request. The grievant shall have the right to be represented at such hearing by counsel or by an Association representative.

   b. The Superintendent shall take action on the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association and the Building Principal (if applicable).

3. LEVEL THREE

   a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant and the Association, such grievant may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Board Treasurer. Failure to file such appeal within ten (10) days from the receipt of the written memorandum of the Superintendent's action on said grievance, shall be deemed a waiver of the right to appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board. If the Board meeting is less than one (1) day from the request, the hearing may be delayed until the next Board meeting. Either party may request

an Executive Session for a hearing on the matter. The grievant shall have the right to be represented at such meeting by counsel or by a representative of the Association.

b. The Board shall act within ten (10) days of the hearing. The Board's action shall be based upon the arguments presented. Copies of the action shall be sent to the grievant, Superintendent, Building Principal, and the Association.

4. LEVEL FOUR

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

b. All demands for arbitration must be filed within twenty (20) days of receipt of written notice of the Board's decision.

ARTICLE 6. COMPLAINT PROCEDURE

A. The Board of Education directs its administrative staff to provide an orderly process for dealing with complaints from citizens and for protecting the rights of members of the bargaining unit of the Board of Education. The Board of Education does not recognize the right of any individual or group to disrupt the operation of any school or to impose arbitrary deadlines for responding to complaints. This shall be recognized as the exclusive complaint procedure**,** except that this complaint procedure does not apply in situations where the Administration believes a State Statute or Administrative Regulations require an investigation. In such situations, the teacher will be notified as soon as practicable of the commencement of the investigation that an investigation is being conducted and due process will be followed.

B. COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

1. Informal and/or Oral Avenues

Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school building level. Various avenues of contact between the bargaining unit member, pupil, parent, Principal, and other appropriate staff personnel, should be pursued before using the Formal Procedures outlined below. The Principal, or Superintendent shall inform a complaining party that the first step in the procedure is for the party to discuss the matter with the bargaining unit member. It is recommended that these informal and/or oral contacts be made within fifteen (15) days from the time the parent became aware of the event.

2. Channels for Further Complaints

a. If such conferences do not lead to understanding and resolution of the problems involved, a parent may pursue further action by submitting a complaint against the bargaining unit member in writing, within ten (10) working days of the informal contact(s), to the Principal or Immediate Supervisor. The member of the bargaining unit may request in writing, to the complainant that the complainant file a written complaint or the matter shall be considered closed. The Principal or Immediate Supervisor shall give a copy of the bargaining unit member's request to the parent(s).

b. (1) Signed community complaints, should be on the complaint form and should clearly and concisely state the problem which has arisen, and be signed with the address and telephone number. The complaint form will include the procedural guidelines which are to be followed by the complainant.

(2) Unless clearly documented as to accuracy and relevance by the Administration, community complaints shall not be placed in the personnel file.

(3) Anonymous complaints shall be disregarded and not be used.

c. The affected bargaining unit member shall be given a copy of any written complaint within two (2) working days of the Administration's receipt of the complaint except under extenuating circumstances. The affected bargaining unit member's copy of the form shall exclude the address and telephone number.

d. If requested by the complainant or the bargaining unit member, a meeting involving the bargaining unit member, the Principal or Immediate Supervisor, and the complainant will be arranged at a mutually convenient time to discuss the complaint. The meeting should be held within ten (10) working days of the complaint form being received by the Principal or Immediate Supervisor.

e. If it is not resolved at that level, it may be appealed to the Superintendent. The appeal to the Superintendent must be made within ten (10) working days after the response of the Principal and/or Immediate Supervisor. The meeting with the Superintendent should be held within five (5) working days after notice of appeal.

f. If it is still not resolved, it may be appealed to the Board of Education, in an executive session, by written request to the Board President. The appeal to the Board President must be made within ten (10) working days. The meeting should be held within ten (10) working days after the Board President receives the written request.

g. The bargaining unit member may bring a representative with him/her to all of these meetings. At the informal level, the representative will act only as an observer.

C. Twenty-four (24) hour notification will be given to a member of the bargaining unit of his/her Immediate Supervisor's authorization to a parent for visitation to a bargaining unit member's class.

D. If the above-stated procedure is not followed, no complaint may be used.

E. No rule or procedure, as referred to in this document, shall prohibit members of the bargaining unit from legal representation, Association representation, or other remedy of law.

ARTICLE 7. SUPERVISING TEACHER/STUDENT-TEACHER

A. The Garfield Education Association offers its full support of the Student-Teachers' Program and will, upon request, aid in the implementation of or in finding solutions to any unanticipated problems connected with this program.

B. Policies established by the cooperating university shall be followed in the implementation of the Student-Teachers' Program. When a discrepancy occurs among policy(ies), it is understood that this Agreement prevails for members of the bargaining unit.

C. If there should be a conflict of personalities, or for other reasons as determined by the Supervising Teacher, between the Supervising Teacher and Student-Teacher, the Supervising Teacher, through the Superintendent, may recommend to the cooperating university that the Student-Teacher be transferred. Such a recommendation shall in no way be used in an adverse appraisal of the Supervising Teacher.

D. The Student-Teacher shall not be used as a substitute teacher unless in accordance with ORC 3319.0812 (B).

E. A teacher should have two (2) years of teaching experience with James A. Garfield Schools to be a supervising/cooperative teacher.

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

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

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

1. Qualified teachers interested in supervising a student teacher will sign the Student Teacher Placement Form in the office before February 1. Once on the list, a teacher will remain on the list for three years. Signing the form only indicates a teacher's interest in considering supervising a student teacher.

2. Teachers on the list will be notified by the principal when the placement of a student teacher is requested by a college or university. Teachers on the list whose certification match the student teacher's needs will contact the student teacher and arrange an interview. The purpose of the interview meeting is to ensure that a student teacher is placed in a setting where he/she will have a positive and successful teaching experience. Those teachers who participated in the interview will decide which host teacher is an appropriate placement.

3. An interview will be conducted even if there is only one teacher available for a placement. It is our intent that no student teacher be placed in our district without first meeting potential supervising teachers.

4. Qualified supervising teachers acknowledge the significant role that they play in a student teacher's experience. Supervising teachers must be willing to mentor and meet regularly with student teachers to discuss lesson planning, strengths and weaknesses of lessons, classroom management and essential non-instructional tasks. In addition, the supervising teacher will help his/her students to successfully transition to the student teacher.

F. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be paid by the district the amount received from the college/university for those services rendered. The district will treat the payment to the Supervising Teacher as a stipend where all deductions according to law are withheld and dispersed accordingly.

ARTICLE 8. TEACHER CONTRACTS

A. INDIVIDUAL CONTRACTS, REGULAR

1. Limited Contracts

a. Limited contracts shall be awarded as follows: Usually no more than three (3) one-year limited contracts; then three (3) three-year limited contracts; and, thereafter, five-year limited contracts until eligible for a continuing contract or a multi-year contract would exceed the retirement age as stated in ORC 3307.37. No bargaining unit member will be issued a contract of less duration than his/her current contract, if not eligible for continuing contract (at which time Section b., below, is applicable).

b. Bargaining unit members currently employed that receive a contract for the next school year and are ineligible for continuing contracts, will, at the expiration of their current contract, receive the appropriate multi-year contract, as determined by their number of years of experience in relation to the number of years stated above.

c. Anyone who becomes eligible may petition the Board of Education by submitting the form attached as Appendix K to the Building Principal on or before October 15 of the year he/she wants to be considered for continuing contract. That person will be appraised during that school year under a regular appraisal and, if successful, will receive a continuing contract on or before April 30. If the Board determines that the individual has not had a successful appraisal during that school year, he/she will not become eligible for a continuing contract until the end of his or her current limited contract.

B. INDIVIDUAL CONTRACTS, CONTINUING

1. A continuing contract is a contract which shall remain in effect until the bargaining unit member resigns, elects to retire or is retired pursuant to ORC 3307.37, or until it is terminated or suspended; and shall be granted only to bargaining unit members holding professional, permanent, or life certificates.

2. Bargaining unit members eligible for continuing service status in any school district shall be those bargaining unit members qualified as to certification who, within the last five (5) years, have been employed for at least three (3) years in the District; and those bargaining unit members who, having attained continuing contract status elsewhere, have served two (2) years in the District; but the Board, upon recommendation of the Superintendent, may, at the time of employment or at any time within such two-year period, declare any of the latter bargaining unit members eligible.

3. Upon the recommendation of the Superintendent that a bargaining unit member eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and such bargaining unit member unless the Board, by a three-fourths (3/4) vote of its full membership, rejects the recommendation of the Superintendent. The Superintendent may recommend reemployment of such bargaining unit member, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two (2) years; provided that written notice of the intention to make such recommendation has been given to the bargaining unit member, with reasons directed at the professional improvement of the teacher, on or before the thirtieth (30th) day of April; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the bargaining unit member, on or before the thirtieth (30th) day of April; but, upon subsequent reemployment, only a continuing contract may be entered into. If the board of Education does not give such bargaining unit member written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two (2) years before the thirtieth (30th) day of April, such bargaining unit member is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. Such bargaining unit member is presumed to have accepted employment under such continuing contract, unless he/she notifies the Board in writing to the contrary on or before the first day of June; and a continuing contract shall be executed accordingly.

4. A bargaining unit member eligible for continuing contract status, employed under an additional limited contract for not to exceed two (2) years pursuant to written notice from the Superintendent of his/her intention to make such recommendation, is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any

increment granted by the appropriate salary schedule; unless the employing Board, acting on the Superintendent's recommendation as to whether or not the bargaining unit member should be reemployed, gives such bargaining unit member written notice of its intention not to reemploy him/her on or before the thirtieth (30th) day of April. Such bargaining unit member is presumed to have accepted employment under such continuing contract unless he/she notifies the Board in writing to the contrary on or before the first day of June; and a continuing contract shall be executed accordingly.

5. The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in this Section, or the failure of the Board to give such bargaining unit member a written notice pursuant to this Section, shall not prejudice or prevent a bargaining unit member from being deemed reemployed under either a limited or continuing contract, as the case may be, under provisions of this Section.

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

C. INDIVIDUAL CONTRACTS, SUPPLEMENTAL

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

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

ARTICLE 9. APPRAISAL PROCEDURE

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

A. METHODS

1. The building principal, assistant principal or Special Services Director shall be the primary person charged with observation and appraisal.

2. Observations may be preceded by a pre-conference which shall be at least two (2) school days prior to such observation. At least one (1) pre-conference is required for beginning teachers or teachers whose contracts are expiring.

3. All classroom observations shall be a minimum of thirty (30) minutes or one (1) class period, whichever is longer.

4. All observations shall be conducted openly, with the observer visible to the teacher.

5. The forms to be used in observation, appraisal, special appraisal, and December and April Reports shall be offered to each teacher with an explanation of the procedure to be used by the Building Principal prior to September 30th of each school year and prior to any observation, appraisal, etc.

6. The teacher shall have the right of rebuttal and attachment to any forms used in this process.

7. The teacher and the Administration shall have the right of representation of their choice at any pre-conference, post-conference, or any other meeting with the Administration.

8. The teacher's signature on any of the forms indicates only that the teacher has read and received a copy of the form; the teacher's signature does not necessarily indicate agreement with the contents of the document.

9. No report, letter or notation will be placed in a teacher's file without providing a copy of the report, letter or notation to the teacher. A teacher shall be given a copy of any item which denotes job performance within three (3) school days of knowledge of the item by the Administration or Board.

The performance of all teachers shall be based upon the OES Process and shall acknowledge the strengths (commendations) of the teacher appraised, as well as deficiencies, if any.

The appraisals observations, attachments, special appraisals and December/April Reports shall be signed by the evaluator.

The appraisal procedure and the forms included herein shall be adhered to unless the parties mutually agree to the amendment of the process or procedure.

10. Documents

a. The teacher or the Building Principal shall have the right to indicate observation, appraisal documents in the personnel file which either and/or both believe to be obsolete or otherwise inappropriate for continued retention. After mutual agreement of the teacher and the Principal and/or designee(s) and/or successor(s), such material may be removed from the personnel file and destroyed.

b. Appraisals, observations, criticism reports, and/or December and April Reports developed in the beginning teacher cycle, expiring limited contract cycle shall be destroyed when the teacher reached multi-year contract status or at the end of three (3) years, whichever comes first, with the approval of the Superintendent.

c. Appraisals, observations, special appraisals, and/or December and April Reports developed prior to continuing contract status shall be destroyed upon attaining continuing contract status, with the approval of the Superintendent.

d. Appraisals, observations, deficiency reports, and March Reports for teachers on continuing contract status shall be destroyed or maintained every three (3) years at the request of the teacher, with the approval of the Superintendent.

e. In such instance(s), all documents and attachments shall be destroyed in a like manner.

B. REGULAR APPRAISAL CYCLE

1. Beginning Teacher

a. There shall be special assistance given to each beginning teacher by the Administration through orientation which includes familiarization with the building, the District, the Agreement, applicable Board Policy, and the Building Procedures.

b. There shall be a review by the Building Principal through pre- and post-observation conference(s) and regular appraisal cycle observation(s) and December and April report.

c. The Teacher Self-Help Questionnaire must be completed.

d. The December report shall be completed by December 31 and the April report shall be completed by April 30; with at least one (1) observation completed prior to each of the December and April Reports.

2. Limited Contract

a. This Section shall be used for persons who:

(1) Are on a one-year limited contract.

(2) Are in the last year of a multi-year limited contract.

(3) Are up for a continuing contract.

(4) Had a special appraisal the previous year.

(5) Request it.

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

c. There shall be at least one (1) Regular Appraisal Cycle observation prior to December 15; and, if requested by the teacher or the Administration, at least one (1) more regular appraisal cycle observation between December 15 and April 20.

3. If the Board has entered into a limited contract or extended limited contract with the teacher pursuant to Article 8 of this Agreement, the Board shall evaluate the teacher at least once in any school year in which the Board may wish to declare its intention not to re-employ the teacher in accordance with Article 9 of this Agreement. For teachers that the Board may intend to non-renew, such evaluations must be comprised of at least three (3) observations of at least thirty (30) minutes or for length of one period/lesson whichever is greater. One observation shall be conducted and completed not later than the first day of November and the teacher being observed shall receive a written report of the results of this observation within six days of the formal observation. One observation shall be conducted and completed between the fifth day of November and the fifteenth day of February and the teacher being observed shall receive a written report of the results of this observation within six days of the formal observation. One observation shall be conducted and completed between the twentieth day of February and the first day of April. For each observation, the teacher being observed shall receive a written report prior to each post conference, which shall be held within 10 days of the observation.

4. Continuing Contract

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

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

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

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

D. SPECIAL APPRAISAL CYCLE

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

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

3. Special Appraisal, following the receipt of documented deficiencies, shall be preceded by a notice of special appraisal and a pre-observation conference.

A form for Special Appraisal (Appendix G-7) and Statement of Deficiency as noted (Appendix G-9), shall be completed for each appraisal. A completed copy shall be given to the teacher where all documented deficiencies, specific recommendations regarding any improvements needed in the performance of the teacher being appraised and regarding the means by which the teacher may obtain assistance in making such improvement, shall be given to the teacher shall be given to the teacher no later than five (5) days after the post-observation conference which follows the Special Appraisal observation.

4. Special appraisals shall end in completion of a Special Appraisal Form(s) (one per deficiency), if necessary, at a conference with the teacher where all documented deficiencies, specific recommendations regarding any improvements needed in the performance of the teacher being appraised and

regarding the means by which the teacher may obtain assistance in making such improvement, shall be noted on these forms.

5. The intent of this procedure is to assist the teacher in improving his/her performance and instruction.

6. Anyone appraised under a special appraisal cycle shall not be appraised under a regular appraisal cycle during that appraisal period.

E. DEFICIENCIES

1. A teacher who has documented deficiencies shall be given the opportunity to correct the deficiencies.

2. The period for correcting deficiencies may not be less than forty-five (45) calendar days, except as otherwise agreed by the administrator and the teacher. This does not preclude directives of the Administration due to emergencies, the necessity of which may be subject to third party review.

3. Limited contract teachers initially employed after June 15, 1984, in his/her first three (3) years of service may be non-renewed by the Board without just cause.

4. Except as provided in Paragraph 3, herein, no teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, terminated, non-renewed, adversely appraised or otherwise deprived of any professional advantage without just cause. "Just cause" is defined as willful or blatant or persistent violations of written administrative rules or regulations, established by Board policy, this Master Agreement, or failure to correct deficiencies as documented through the appraisal process.

F. EVALUATION

The board of education through the powers derived from the Ohio revised code, is responsible for the employment and discharge of all personnel. To assist in the facilitation of this responsibility, a standards-based teacher evaluation program which conforms to the Ohio Evaluation System (OES 2.0) framework for evaluation of teachers as approved by the state board of education shall be implemented as set forth herein.

The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least

fifty (50) percent of their time providing content-related student instruction.

2. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.

3. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing content-related student instruction.

4. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

5. The OES framework for evaluation of teachers does not apply to the teacher supplemental contracts, teachers employed as substitutes, or to any person employed under a teacher license/certificate that spends less than fifty percent (50%) of the unit member day providing student instruction.
6. Any person employed under a teacher license/certificate that spends less than fifty percent (50%) of the unit member day providing student instruction will be evaluated using Appendix G.

G. EVALUATION COMMITTEE

The Association and the Board agree to continue the joint Evaluation Development Committee. The primary purpose of the committee will be to develop the criteria for High Quality Student Data (HQSD) during the term of the contract. The committee may also recommend changes to the Evaluation Framework, procedure and process for the evaluation of certified employees, if such changes are recommended by the entire committee.

1. Composition

   a. The Committee shall be comprised of four (4) Association members appointed by the Association president and, four (4) members appointed by the Board or its designee.

   b. Committee members shall be representative of the following grade-bands: PK-2, 3-6, 7-8 and 9-12.

   c. For the 2021-2022 school year, the composition of the committee will remain the same. When a current committee member leaves, they shall

be replaced by a member of an unrepresented grade-band.

2. Operational Procedures

   a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

   b. Members of the committee will receive updated training in the state adopted Evaluation Framework model. New committee members shall be provided with the full OES training on paid time at the earliest feasible time.

   c. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.

   d. Committee agendas will be developed jointly by the co-chairpersons of the Committee.

   e. All decisions of the committee and any subcommittees established by the committee will be achieved by consensus.

   f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually. The Committee will also select an individual to act as the official recording scribe for its meetings at its initial meeting.

   g. Members of the committee will receive an annual stipend per year of five hundred dollars ($500) for their work on the committee.

   h. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within three (3) days f following meetings of the Committee.

   i. The committee shall be authorized to utilize consultant(s) (examples are but not limited to Educational consultants, software consultants, credentialing trainers, etc.) and non-paid ad-hoc members to assist in the evaluation of High Quality Student Data (HQSD) as it deems appropriate.

   j. By April 30 of each year, the Committee, after coordinating and consolidating the recommendations of all relevant subcommittees, shall annually recommend any changes to this evaluation language to the Board and the Association.

   k. Any committee work required outside of the workday will be part of the committee member’s stipend.

3. Committee Authority

   a. The Evaluation Committee shall not have any authority to negotiate wages, hours or terms and conditions of employment.

4. Adoption/Revision of Evaluation Model

   a. Recommendations for any needed modifications to the evaluation process including the corresponding evaluation instruments will be made with sufficient time prior to the beginning of each contract negotiations to allow for the implementation of any changes.

   b. The parties agree to negotiate the changes to the OES and School Counselor evaluation procedures as necessitated by Ohio Revised Code. The parties will utilize the disagreement procedures contained in Article 2 should an agreement not be reached after a sixty-day (60-day) negotiation period following the receipt of the recommendation by the Evaluation Committee.

H. PURPOSE

1. Improvement of the quality of instruction.

2. Assistance to the bargaining unit member in achieving greater effectiveness in teaching.

3. To provide written records of a bargaining unit member's performance to be used:

   a. As evidence of a bargaining unit member's performance;

   b. To identify potential for advancement;

   c. To document and justify the awarding of continued employment;

   d. To provide an ongoing plan for improvement of instruction;

   e. To assist in identifying improvement;

   f. Such other uses as may contribute to the quality of the educational program.

I. FORMS

All state issued OhioES forms in existence at the time of the adoption of this Memorandum of Understanding will be used and applied in a consistent manner by all administrators and in all schools in the System.

J. NOTIFICATION

All bargaining unit members shall be advised about the evaluation procedure; the form(s) that are going to be used; shall be provided access to same forms; and shall have the opportunity to ask questions regarding the procedure or form(s). This shall be accomplished by September 30th of each new school year.

Any teacher subject to OES who submits a notification of intent to retire by December 1, shall not be evaluated, for the remainder of the school year.

An educator evidencing Board-approved leave (e.g. FMLA, Maternity, Parental, Long-Term Sick, or other Board-approved leave) in consultation with the evaluator, may defer evaluation if leave is equal to or greater than one half (½) of a school year. Further, delaying the creation of a teacher's Professional Growth Plan beyond the September 30th deadline may be permitted by the evaluator at the request of the teacher on approved leave of absence.

All monitoring or observation of the work performance of a bargaining unit member shall be conducted openly and with the full knowledge of the bargaining unit member. 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 based on the OES rubric.

The evaluation shall be signed by both the evaluator and the bargaining unit member. Signing the evaluation by the bargaining unit member does not necessarily indicate agreement with all or part of the contents thereof. In the event a member of the bargaining unit does not agree with the content of this evaluation, an addendum can be written and signed by the member of the bargaining unit and attached to the evaluation within ten (10) days of the report.
Any evaluation conducted pursuant to this Section shall be conducted by the employee's immediate supervisor or an OES-credentialed administrator employed full time by the district and holding licenses set forth in ORC 3319.01 and/or 3319.02. Not later than September 30th of each year, or in the case of a new or reassigned teacher, within thirty (30) days of the first day worked in the new assignment, each teacher shall be notified in writing of the name and position of the evaluator, the evaluation procedure and forms to be used.

K. HIGH QUALITY STUDENT DATA

1. For the 2021-22 School Year high-quality student data (HQSD) shall not be a required component of an evaluation, and will first be implemented into evaluations as required by ORC for the 2022-23 school year.

2. Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least

two (2) measures of district determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable. It is understood that the teacher's evaluation shall not be based on student growth/achievement scores.

3. District determined HQSD will be evaluated by the OES COMMITTEE comprised of four (4) Association members appointed by the Association President and four (4) members appointed by the Superintendent/designee. In addition, each party may appoint ad hoc non-voting, non-compensated members to assist and/or attend committee meetings for the purposes of evaluating HQSD.

L. COMPONENTS

1. PRE-CONFERENCE: Pre-conferences are held prior to each scheduled observation using the pre-observation questions found in Ohio ES.

2. OBSERVATIONS: Each evaluation will consist of a minimum of two (2) formal observations of the teacher at least thirty (30) minutes each in duration, but not more than a class period in duration, whichever is greater. Any additional observations which are a part of an improvement plan shall be followed by a post conference within ten (10) working days of the observation.

3. POST-CONFERENCE: Post-conferences will be held following each scheduled observation using the teacher performance evaluation rubric. The conference shall be conducted within ten (10) working days of the observation, unless the administrator or teacher is absent or another time is mutually agreed to by the teacher and evaluator. The evaluator shall input the preliminary ratings for each evaluation area into the system not later than the morning of post-conference. The rubric should include evidence from the current school year only. Teachers and evaluators shall have the opportunity to present additional evidence to support the meeting of a standard and/or improvement different from that initial rating.

4. WALKTHROUGHS: Each evaluation will include at least two (2) but not more than four (4) classroom walkthroughs. A teacher on an improvement plan may receive additional walkthroughs. Walkthroughs are informal observations of less than fifteen (15) minutes. An electronic summary of the informal observations using the walkthrough form found in OhioES will be provided to the teacher within three (3) days of the walkthrough. Walk-

throughs for the purpose of evaluation shall be conducted by the assigned evaluator and shall not be conducted on any day preceding or following a multi-day holiday or recess recognized on the district calendar.

5. FORMAL HOLISTIC CONFERENCE: Each teacher shall be evaluated once each school year. The evaluation will be completed by May 1st. Each teacher will be provided a written report of the results of the full evaluation and a summative conference will be held by May 10th. A teacher shall be informed at this conference if a recommendation for non-renewal will be made.

M. RATINGS

1. In accordance with Ohio Revised Code section 3319.112(b)(1), the following levels of performance for teachers will be utilized in assigning ratings for evaluations: accomplished, skilled, developing, and ineffective.

2. The staff evaluation program shall aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for. An evaluator offering suggestions for improvement to a professional staff member shall not release that professional staff member from the responsibility to improve. Such identification shall include collaborating with the staff member to create an Improvement Plan, which includes specific areas for improvement, assistance provided by the administrator, the criteria needed for noting improvement, and a timeline for implementing the plan.

3. Each teacher on a limited contract or extended limited contract who is under consideration for nonrenewal shall have at least three (3) formal observations.

4. Each teacher who receives a Final Summative Rating of accomplished on the teacher's most recent evaluation shall be evaluated every three (3) school years.

5. Each teacher who receives a Final Summative Rating of skilled on the teacher's most recent evaluation shall only be evaluated every other year.

6. During years when such teacher(s) are not fully evaluated, he/she shall receive one (1) observation (formal or informal) and one conference as described herein. These teachers must also complete a professional growth plan.

N. PROFESSIONAL GROWTH PLANS

Professional growth plans help teachers focus on areas of professional development that will enable them to improve their practice. Teachers are accountable with their credentialed evaluator for the implementation and completion of the plan and may use the plan as a starting point for the school year. The professional growth plan is intended to be one academic year in duration, should be based on the most recent evaluation of the teacher and be completed prior to September 30 of each year.

The professional growth plan and process include feedback from the evaluator as well as the teacher's self-assessment, and the support needed to further the teacher's continuous growth and development. Professional development should be individualized to the needs of the teacher and students (based on available data), and specifically relate to the teacher's areas for growth as identified in the teacher's evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial). The growth plan should be reflective of the data available and include:

1. Identification of area(s) for future professional growth;

2. Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice;

3. Outcomes that will enable the teacher to increase student learning and achievement. Professional growth plans shall be developed as follows:

    a. Teachers with a Final Summative Evaluation Rating of Accomplished in the previous year will develop a professional growth plan self-directed.

    b. Teachers with a Final Summative Evaluation Rating of Skilled or who have no previous rating in District will develop a professional growth plan collaboratively with their credentialed evaluator.

    c. Teachers with a Final Summative Evaluation Rating of Developing will develop a professional growth plan guided by their credentialed evaluator.

4. A conference between the evaluator and the bargaining unit member will be held by September 30th to discuss the professional growth plan. The professional growth plan shall be submitted in OhioES no later than September 30th.

O. IMPROVEMENT PLAN

The recommendation for a teacher's placement on an Improvement Plan will be made by the evaluator of record following the receipt of a summative evaluation of Ineffective

1. Definition: An Improvement Plan is an assistance program, written by September 30, for a teacher whose teacher performance rating has been documented to be ineffective by the evaluator or whose final summative rating is ineffective.

2. Resources: Those monetary, time, material and human resources provided to a teacher on an Improvement Plan.

3. Timeline: A period of at least one year of evaluation cycle(s) given to the teacher to meet the requirements, target dates and dates of review of the plan, and which may be extended by mutual agreement.

4. Observable Outcome: Those data source/indicators of accomplishment such as observations, artifacts, and conversations, by which the success of the Improvement Plan is determined.

5. Observations resulting in identification of performance deficiencies shall be followed within three (3) days by a conference between the evaluator, the employee, and if requested, a representative of the GEA in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.

6. The evaluator involved shall assist the employee in correcting identified deficiencies.

7. A teacher who has documented deficiencies shall be given the opportunity to correct the deficiencies.

8. The period for correcting deficiencies may not be less than forty-five (45) calendar days, except as otherwise agreed by the administrator and the teacher. This does not preclude directives of the Administration due to emergencies, the necessity of which may be subject to third party review.

9. Except as provided in Paragraph e, herein, no teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, terminated, non-renewed, adversely appraised or otherwise deprived of any professional advantage without just cause. "Just cause" is defined as willful or blatant or persistent violations of written administrative rules or

regulations, established by Board policy, this Master Agreement, or failure to correct deficiencies as documented through the appraisal process.

10. Contents of Improvement Plan:

    a. specific performance expectations, resources and assistance to be provided;

    b. financial resources, provided by the board, to support the goals;

    c. professional development for staff on remediation plans, if required by the board in an improvement plan;

    d. timelines for its completion;

    e. professional indicators documented as unsatisfactory through the formal evaluation process;

    f. 1 year to improve on student growth measures) and duration, as to allow the teacher to improve performance to a satisfactory level.

11. Not later than April 20th of the school year, the evaluator of record, will complete a FINAL HOLISITC RATING, meet with and provide a copy of it to the teacher. If the final rating indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the Improvement Plan, the evaluator of record will recommend that the teacher be returned to a non-Improvement Plan status.

12. In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the Improvement Plan, the teacher may request another employee of the district to facilitate further discussion between the teacher and the evaluator.

P. NON-RENEWAL

It is understood that the presence of a Professional Growth Plan or an Improvement Plan does not inherently restrict the board's right to non-renew pursuant to the terms of the Master Agreement.

Limited contract teachers initially employed after June 15, 1984, in his/her first three (3) years of service may be non-renewed by the Board without just cause.

Q. RESOURCES

In accordance with the OES 2.0 Framework, the Board will provide for the

allocation of financial resources to support professional development for all teachers. The Board of education will also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.

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

1. TEACHER SELF-HELP QUESTIONNAIRE: Form should be completed as per the preceding improvement cycle. This form is voluntary and is to be kept solely by the teacher; it is recommended that this form not be shared with anyone. (APPENDIX G-1)

2. APPRAISAL (REGULAR CYCLE) OBSERVATION GUIDE: Form shall be used by the teacher and the observer as a guide in pre-observation conference(s), post-observation conference(s), and in-class observation(s). (APPENDIX G-2)

3. PRE-OBSERVATION CONFERENCE DATA: Form shall be completed by the teacher and submitted at the pre-observation conference, if one is held. This form is used for both the regular cycle appraisal and special appraisal; and shall be returned to the teacher at the end of the pre-observation conference. (APPENDIX G-3)

4. OBSERVATION FORM (REGULAR CYCLE): Form shall be completed and available for the post-conference for every observation in the improvement cycle. (APPENDIX G-4)

5. POST-OBSERVATION CONFERENCE DATA: Form shall be completed by the teacher after the observation and shared with the observer at the post-observation conference. This form is used for both regular cycle appraisal and special appraisal; and shall be returned to the teacher at the end of the post-observation conference. (APPENDIX G-5)

6. DECEMBER AND APRIL REPORTS: Form shall be completed for each teacher each year [or years(s) indicated in regular appraisal cycles]. Form shall be made in triplicate: teacher, Principal, personnel file. (APPENDIX G-6)

7. NOTICE OF SPECIAL APPRAISAL: See Section F (Special Appraisal). (APPENDIX G-7)

8. CLASSROOM OBSERVATION DURING SPECIAL APPRAISAL: Form is to be used only in case of a special appraisal as contained herein. (APPENDIX G-8)

9. STATEMENT OF DEFICIENCY: Form must be completed in the case of a needed special appraisal and shall be attached to the December and April Reports if completed. (APPENDIX G-9)

S. PROVISIONS OF THIS ARTICLE SUPERSEDE THE LAW

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

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

ARTICLE 10. PERSONNEL AND PAYROLL FILES

A. The personnel file, with an inventory sheet for each certificated/licensured employee shall be maintained in the Superintendent's office. At least the following information is to be included in each file:

1. Completed Application Form.

2. Copy of current Teaching Certificate/license.

3. Letters of Recommendation or Reference.

4. Teacher Appraisal documents.

5. Complete current Official Transcript.

6. Official record of previous years of teaching or administrative experience.

7. Official copy of discharge from military service, where applicable.

B. The payroll file, with an inventory sheet for each certificated/licensured employee, shall be maintained in the Treasurer's Office. At least the following information is to be included in each file:

1. Latest withholding for Federal and State Income Tax.

2. Latest insurance status.

3. Latest record of accumulated Sick Leave.

C. All teachers have the right, within forty-eight (48) hours' notice, to view the material in their file(s), with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file(s), the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his/her file(s).

D. All documents included in a teacher's file(s) shall be dated and identifiable as to source.

E. A teacher may request and shall receive one (1) copy of any item in his/her file(s), exclusive of confidential letters of recommendation or reference.

F. Any document in the file(s) that cannot be documented as to source, accuracy, relevance, completeness, or timeliness, shall be deleted from the file by the Superintendent, acting for the Board, and no reference shall be made.

G. The file(s) is/are to be reviewed in the Administration Office.

H. CONTENTS

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

I. All items in the file(s) shall be treated as confidential and shall not be opened to the public except as authorized by law.

J. 1. Members of the bargaining unit shall be notified of any individual not employed as an administrative or Central Office employee who requests to review that member's file(s).

2. Members of the bargaining unit shall, upon written request, receive a copy of all items reproduced for the person reviewing the file(s).

K. There shall be no record of student performance maintained in a teacher's personnel file, which is not addressed in either the appraisal or complaint procedures.

L. Bargaining unit members shall have the right to request, in writing to the superintendent, that disciplinary materials or materials which are critical in nature be removed after five (5) years, if there have been no documented incidences of

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

ARTICLE 11. TRANSFER AND ASSIGNMENT

A. TRANSFER

1. Definition: An involuntary transfer shall be defined as the involuntary reassignment of an employee from one building, licensure area, and/or grade level to another initiated by the administration.

2. Every reasonable attempt shall be made to notify each teacher, at least ten (10) calendar days in advance, of any intended transfer or change of assignment and the reason(s) therefore. If the teacher does not wish to accept the new position, through written notification to the Superintendent within two (2) days, the position shall be opened to other staff, based solely upon certification and qualifications including seniority. If another teacher currently on staff volunteers for the position within five (5) days of the notification, and is determined to be qualified, the qualified volunteering teacher shall receive the position. A volunteering teacher shall have the right to meet with the building principal to discuss the expectations of the position. If no other teacher currently on staff volunteers for the position, then the teacher first notified to be involuntarily transferred shall have the right to a meeting with the Superintendent. If after the conclusion of the meeting, it is still the decision of the Superintendent to involuntarily transfer the teacher, the teacher so notified shall be transferred. Such teacher(s) shall receive, upon request, one (1) paid day for moving to a different classroom. Such teacher(s) may request up to one (1) additional day for curriculum development. S/he will also be provided with custodial assistance in moving his/her materials to the new classroom and placed at the top of the list for technology services. If the teacher is involuntarily transferred, that individual shall have the first right to transfer out of the position to any other open position for which he/she is qualified.

3. A teacher may only be involuntarily transferred and/or reassigned one (1) time during the time after the start of classes. In an effort to minimize the number of times a staff member is transferred, district seniority within the unit/grade will be used rather than unit/grade level seniority when determining involuntary transfer.

B. OPENINGS

The Superintendent shall notify all staff of any openings that occur so that current staff can apply. Notification of openings shall be sent via email; a mass notification

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

C. ASSIGNMENTS

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

2. Each building level department will have the opportunity to make recommendations as to who teaches the advanced coursework, including, but not limited to, Advanced Placement, College Credit Plus, and Accelerated courses.

ARTICLE 12. REDUCTION IN STAFF

A. CAUSE(S)

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

2. Reductions of hourly tutors may be made due to loss of State or Federal funding.

B. ATTRITION

Transfers due to attrition shall have priority over implementing this procedure. The parties recognize that there may be instances when involuntary transfer would not be appropriate. In situations where the Superintendent believes that requiring an involuntary transfer is not in the best interest of the school district, the parties will meet to discuss the situation with the goal of reaching a mutual agreement on whether involuntary transfer is appropriate. If the parties cannot reach a mutual agreement, the matter shall be submitted to expedited binding arbitration.

C. SUSPENSION OF CONTRACTS

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

D. NOTIFICATION

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

E. ORDER OF REDUCTION

1. Teachers shall be reduced by using the following order:

    a. Limited contract by certification/licensure
    b. Continuing contract by certification/licensure

2. Continuing contract teachers may be reduced only after reduction of all limited contract teachers of the same certification. Such reduction in the continuing contract teachers shall be according to ORC 3319.17, considering:

    a. Certification
    b. Seniority in the District

3. The Board will not give preference to teachers based on seniority except when making a decision between teachers who have comparable evaluations. There will be three (3) tiers of "comparable evaluation" classifications for teachers. Teachers with a Final Summative Evaluation Rating of "Accomplished" shall be considered to have comparable evaluations. Teachers with Final Summative Evaluation Ratings of either "Skilled" or "Developing" shall be considered to have comparable evaluations. Teachers with a Final Summative Evaluation Rating of "Ineffective" shall be considered to have comparable evaluations. Such determination for the purposes of RIS shall be made based on the combined average summative evaluation ratings from the current and the previous two (2) school years. Teachers with less

than three (3) years of Final Summative Evaluation ratings shall be deemed to have comparable evaluations until they have accrued three (3) years of Summative Ratings to determine the average.

F. PROCEDURE

1. On or before November 1 of each school year, the Superintendent shall provide every teacher with a seniority list of all the teachers in the system in their areas of certification. Teachers shall be placed on all lists for which they are certified. If requested, the Association will provide clerical assistance in developing the seniority list.

2. Consistent with the provisions of F.1., above, exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment with the aforesaid F.1., above.

3. Seniority shall be determined by the length of continuous service in the District. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:

   a. The date of the Board meeting at which the teacher was hired; and then by

   b. The date on which the teacher submitted a completed job application. Continuous service for seniority will not start over as a result of any leave of absence.

4. Teachers selected for RIS shall immediately be placed upon a RIS List compiled from the procedures provided for above. Non-renewed or terminated teachers shall not appear on this RIS List.

5. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each person is reemployed, the Board shall notify the Association President.

6. A teacher whose contract was suspended because of a staff reduction shall, if he/she desires, be placed on the substitute list.

7. Provisions to retire early shall be made for the teacher who may wish to do so, consistent with the established State retirement policies.

8. Hourly tutors shall earn and retain seniority only within the tutor certification and shall not be placed on lists of other areas of certification during their years as tutors.

G. RECALL

1. Any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified.

2. While there are previous teachers of the District who are unemployed as a result of a Reduction In Staff and who possess the proper certification to fill any vacancy which may arise, no new teacher(s) shall be hired.

3. The Board shall give written notice of recall by registered or certified letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.

4. Within ten (10) working days of the returned certificate/license of receipt of offer to return to employment, the teacher shall accept the position by replying in writing or by phone, or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on leave who are certified have been offered an opportunity in writing to return to active employment in accordance with this Article. It is the teacher's responsibility to keep his/her address current with the Board Treasurer's office.

5. Teachers returning to employment after a Reduction In Staff shall resume their previous contract status, seniority, salary, and fringe benefits.

6. If a teacher declines an offer to return or does not answer a request to return, or who has been under suspended contract for twenty-four (24) months, said teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher. However, a teacher may decline the recall if called back for less than full time. In that case, s/he shall remain on the recall list until the remainder of the twenty-four (24) months has expired.

7. Should the law change restoring reduction in force by seniority (limited contracts first, then continuing contracts by seniority within licensure area), the parties agree to bargain to agreement the effects of that change. If agreement is not reached, the parties shall seek assistance of a mediator through FMCS to mediate the differences on the issue.

ARTICLE 13. BOARD APPROPRIATIONS & DEPARTMENT/GRADE LEVEL BUDGETS

A. The Board of Education, through the Administration, shall ask for and receive [until two (2) weeks prior to Board adoption of the appropriations] input from the teachers and the Association, each year, as a prerequisite to adopting the annual appropriations.

B. Each Principal shall inform Department Heads and each other teacher not in the department, of the funds available for equipment, supplies, book purchases, within thirty (30) calendar days after the passage of the annual appropriations. The Principal shall monthly inform the Department Heads and other teachers not in a department of the current unexpended and unencumbered balances of the equipment, supplies, book funds.

ARTICLE 14. POLICY AND RULES

A. On or before the opening day of school each year, the Board shall make available on the district's website the Board Policy Book and all Administration Rules and/or Regulations which affect all certified employees. The Board's website for its policies can be found at www.jagschools.org.

B. As these policies, rules and/or regulations are revised or new ones added, the material will be submitted to NEOLA within three (3) school days of adoption.

C. The Association President shall receive one (1) copy of the aforementioned and shall be provided an equal number of copies of all changes, within two (2) weeks. The Board shall also place Board policy and policy changes on the district web site.

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

ARTICLE 15. CLASS SIZE

A. Minimum classroom teacher staffing within the District will be forty (40) teachers per one thousand (1,000) students. In computing the student-teacher ratio, the

following personnel shall be excluded: Superintendent, Principals, Assistant Principals, Guidance Counselors, Nurse, School Psychologist, Speech Therapist, any Tutors, and Reading Specialists and Categorical (LD/BD, EMR, Vocational, etc.), Librarian (unless given a regular teaching assignment), and Dean of Students.

B. The parties agree that classes in grade levels and subject areas will be kept as equal as possible.

C. Teachers will not be required to handle students' medical ~~and~~ related problems.

D. Teachers shall have at least one (1) working day to prepare for a new student to the District before the student enters the classroom.

E. The intent of on-line learning is to provide educational opportunities for students that may not be possible in traditional formats.

ARTICLE 16. SCHOOL DAY

A. The teacher working day shall be a maximum of seven (7) hours and fifteen (15) minutes for each High School and Middle School teacher and seven (7) hours for Elementary School teacher; and shall include at least a thirty (30) consecutive minute duty-free lunch for all teachers.

B. Teachers shall have planning time during the student day at least as follows, except in emergencies:

1. High School – one (1) uninterrupted instructional period per day
2. Middle School – one (1) uninterrupted instructional period per day
3. Elementary School – 200 minutes per week
4. The parties agree that any shortened period (i.e. "G-men Period" or similar) shall not be considered an instructional period.

C. It is the intent of the parties that no teacher shall lose planning time as a result of this Article and shall get no less than 10 minutes to travel between buildings except if one is traveling to a site off campus, in which case he or she shall get no less than 20 minutes.

D. Every traveling teacher will be assigned a home base and shall get no less than 10 minutes to travel between buildings except if one is traveling to a site off campus, in which case he or she shall get no less than 20 minutes.

E. If the parties agree that there is a need, during the term of this contract there will be a committee formed in the building affected to review the high school, middle

school, and/or elementary schedule. The committee shall be comprised of an equal number of at least four (4) members of the Association, chosen by the GEA, and four (4) members chosen by the Superintendent. If the committee can reach consensus, a recommendation will be made to the Board of Education for implementation.

F. Teachers shall be given an opportunity to present input to the master schedule and review it upon request.

ARTICLE 17. ANNUAL ATTENDANCE

A. The school year shall be a maximum of one hundred eighty-four (184) days and one hundred eighty-five (185) days for new hires, which will include:

1. One hundred eighty (180) student contact days, less Parent-Conference Days. Any full calamity days in excess of 32.5 hours, or the equivalent hours in each school, will be made up with students.

2. Four (4) teacher work days will be as follows: two will be prior to the opening of the student school year, one at the end of the first semester and the last day of the work year. It is understood that approximately half of the time will be used for staff development, except for the last day. New hires shall have an additional day prior to the opening of the student school year and shall be paid at his/her per diem rate.

   At least one teacher from each building will volunteer to serve on the staff development committee with the principal.

3. Presidents' Day is a non-paid vacation day.

4. Teacher input is encouraged for any inservice day.

5. Tutors shall be paid for one (1) inservice day at his/her hourly rate.

B. Two (2) draft annual calendars shall be developed by a committee composed of one (1) GEA member from each building and a minimum of two (2) to four (4) administrators. The GEA members shall be appointed by the President. The proposed calendars will be distributed to the staff at least two (2) weeks prior to Board adoption for a vote indicating calendar preference. The final calendar and any changes shall be distributed to the staff within two (2) weeks of adoption. (Make-up days will be indicated on the two (2) draft calendars by the Committee. This Committee is to meet in October of each year and will provide a recommendation to the Board at the December board meeting.)

C. PROFESSIONAL OBLIGATIONS

WHEN Parent-Conference times are conducted outside the school day, teachers shall be released at least an equal amount of time.

The High School and Middle School will have a total of four (4) Professional Obligations:

(1)- Parent-Teacher Conference Night- Semester 1
(1)- Parent-Teacher Conference Night- Semester 2
(1)- Other Professional Night to meet the needs of the Professional Staff (e.g. Professional Development, Additional Conference Time, Instructional Planning, etc.)
(1)- Attend at least one of the events listed below:

A. Senior Awards	D. Beta Club Induction
B. Underclassmen Awards	E. Middle School Awards
C. Senior Graduation	F. Other Event Approved by Principal

The Elementary School will have a total of four (4) Professional Obligations:

(2)- Parent-Teacher Conference Night- Semester 1
(2)- Parent-Teacher Conference Night- Semester 2

Building Principals will collect input from the Professional Staff on dates, times, and professional development topics as needed.

ARTICLE 18. PAID LEAVES OF ABSENCE

A. SICK LEAVE

1. Staff members will be granted fifteen (15) days Sick Leave per year accumulated at the rate of one and one-fourth (1/4) days per month, cumulative without limit. Each teacher will be advanced five (5) days Sick Leave if current accumulation is exhausted and will be paid back through normal accumulation. In cases of extreme hardship and/or extenuating circumstances, the Superintendent, with the approval of the Board, may consider extending Sick Leave beyond the five (5) advanced days when Sick Leave has been exhausted. Hourly tutors shall be granted Sick Leave only for the time actually worked at the rate of one and one-fourth (1 ¼) days per month.

2. Sick Leave may be used for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others.

a. Sick leave use for illness or death of family members is limited to spouse, parent, parent-in-law, child, brother, sister, grandparents, or a member of the immediate household.

b. Sick leave use for illness or death of other family members, including grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, uncle, and aunt is limited to a maximum of five (5) days per year per person listed.

3. See form--APPENDIX H.

B. ASSAULT LEAVE

1. A member of the bargaining unit who is absent due to a injury/disability resulting from a clearly unprovoked attack upon said member, which assault occurs in the course of said member's employment, shall be granted up to forty-five (45) working days Assault Leave.

2. Assault Leave may not be granted under this policy unless the employee in question: (a) has a signed, written statement justifying the granting and use of Assault Leave; (b) provides a certificate from a licensed physician stating the nature and duration of the injury/disability and the necessity of absence from regular employment.

3. If Workers' Compensation is granted, the Board may request that the monetary amount of these benefits, designated by Workers' Compensation as payment for lost salary, be remitted by the employee to the Board.

4. A teacher who has received assault leave shall file a police report.

5. See form—APPENDIX H.

C. ATTENDANCE BONUS

1. ATTENDANCE BONUS 1 – Any employee not using any sick or personal time between the start of school and November 30 shall be paid, prior to winter break, a bonus of five hundred dollars ($500).

2. ATTENDANCE BONUS 2 – Any employee not using any sick or personal time between December 1 and the last day of school shall be paid, prior to June 30, a bonus of five hundred dollars ($500).

3. PERFECT ATTENDANCE BONUS – Any employee not using any sick or personal time for the entire school year shall be paid, prior to June 30, a bonus of five hundred dollars ($500).

A teacher must work the scheduled number of calendar days within each period and/or school year to receive each bonus.

D. PERSONAL LEAVE

1. Personal Leave shall be granted to the limit of three (3) unrestricted days per year, and those days are not cumulative from year to year. Hourly tutors who work twenty (20) or more hours per week shall be eligible for three (3) work days off per year as Personal Leave.

2. The unrestricted Personal Leave day should be defined as: requiring no reason.

3. Only under a most unusual condition may a Personal Leave day be granted for the day preceding or following holidays or vacations, and the first and last days of the school year. If an emergency, the application must indicate the reason for the emergency and must be approved by both the Principal and the Superintendent.

4. No more than fifteen percent (15%) of the teachers in a building may be on Personal Leave any one (1) day, except in emergencies. Further, teachers are urged not to take Personal Leave after May 20th.

5. A request for Personal Leave must be submitted to the Building Principal at least three (3) days in advance, but exceptions may be made to this rule in emergency situations.

6. Personal Leave may be used in whole day or one-half (1/2) day blocks.

7. Personal days not used in a school year shall be converted to sick leave, except that employees who have at least two (2) unused personal leave days left by May 1, and who do not use any personal leave the rest of the year, shall be able to elect to have one (1) personal leave day carry over to the next school year. Employees electing not to carry over a personal leave day must notify the Treasurer in writing by the last work day of the year. The use of the personal day carried over shall not count against the attendance bonus.

8. All personal leave the week before the two spring state testing periods and after May 20 must have the Superintendent's approval. If personal leave is denied by the Superintendent in May, the rationale for the denial shall be provided in writing to the teacher within three (3) days. A person who is denied personal leave in May and believes the request is legitimate may ask for a meeting with the Superintendent and the GEA President to discuss the request.

9. See form—APPENDIX H.

E. COMPULSORY LEAVE

1. Release time shall be granted for required appearances in court where the teacher is a defendant, a plaintiff in a family law matter (i.e. divorce and/or custody), a witness, or on jury duty. The teacher shall attach to the All-Purpose Leave Form, the substantiation given by the court for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the employee.

2. See form—APPENDIX H.

F. ATTENDANCE AT PROFESSIONAL CONFERENCES AND WORKSHOPS

1. With prior approval of the Superintendent, the Board shall pay expenses directly and/or through reimbursement for a member of the bargaining unit, with a CAP of one hundred fifty dollars ($150) per day (including travel, hotel, meals, registration expenses), for a period not to exceed two (2) days for any one (1) teacher, under the following conditions:

   a. Any meeting attended by a member of the teaching staff to be covered by this payment must deal with that area or subject with which the staff member is engaged or teaching. (Example: an English teacher may attend an English Teachers' Association Conference, or a Guidance Counselor may attend a Guidance Counselors' Association meeting.)

   b. Advance notice shall be given five (5) days prior to the conference. The number of leaves on any day will be limited to the number of substitutes available on that day.

   c. No more than two (2) days away from the classroom will be permitted for attendance at any conference.

   d. A written report on the important aspects of the conference or visitation shall be submitted to the Principal, within thirty (30) calendar days of the professional conference or workshop.

2. Recognizing the importance of continued professional growth, the Board and Administration shall appropriate five thousand dollars ($5,000) annually, on a school-year basis, in this area.

3. See form—APPENDIX H.

4. Each teacher will be granted one (1) day per school year of professional leave for the sole purpose of visiting classes in other buildings or in other districts, under the following conditions:

   a. A request must be turned in to the Superintendent's office no less than five (5) calendar days prior to the date of leave.

   b. The request must include the district, class(es), and building(s) to be visited.

   c. The request must include what the teacher expects to observe, learn, or gain from the experience.

   d. Within thirty (30) calendar days of the visitation, the staff member must turn in to Principal's office a brief written report of the activity and what was learned or gained.

   e. Must have approval of the Superintendent, whose approval will not be unreasonably withheld.

5. The parties agree to communicate to the staff the need for all members of the bargaining unit to complete written reports after attendance at professional conferences, workshops and professional leave for visiting classes.

ARTICLE 19. UNPAID/PARTIAL-PAID LEAVES OF ABSENCE

A. MATERNITY LEAVE

1. Any staff member may use sick leave or advancements thereof for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (hereafter collectively referred to as "pregnancy"). Upon the birth of the child, maternity sick leave and available FMLA shall run concurrently. If after the bargaining unit member's physician releases the member from disability or if complications arise, the disability period may be extended by the teacher through using additional sick leave according to Article 18.A, Section 2 and informing the administration of the time necessary for the teacher to be absent. If such extended use of sick leave is utilized, the employee's FMLA shall continue to run concurrently. Unpaid Maternity Leave may be used after the period of disability, as verified in writing by the physician, if requested by the teacher. A staff member who is pregnant or adopting a child less than one (1) year of age may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin any time during pregnancy; or, in the case of adoption, the receipt of custody; or up to one (1) year for child care after the child is born or

adopted. Such leave shall be for up to the remainder of the current semester and two (2) additional semesters, or three (3) semesters if leave commences during the first semester.

2. Application for Leave: Application for Maternity Leave shall be filed on the Leave of Absence Form; and shall contain a statement on the expected date of birth; or, in the case of adoption, the date of obtaining custody; the date on which the leave is to commence, and the specific term of the leave. In the case of miscarriage or abortion, within sixty (60) working days of the commencement of leave, the professional staff member shall be entitled to reinstatement at the beginning of the next grading period.

3. The staff member shall present a letter signed by her physician to the Superintendent verifying the period of time of the disability due to pregnancy, if different from the physician's statement given in Paragraph A.1. above.

4. See form—APPENDIX H.

B. LEAVE FOR PROFESSIONAL IMPROVEMENT

1. Any teacher who has completed four (4) consecutive years of teaching in the James A. Garfield Local School District may be granted a leave of absence for professional development for a minimum of one (1) quarter [nine (9) weeks] and up to one (1) full school year [thirty-six (36) weeks].

2. Application for leave for professional study, research, or professional improvement should be made at least ninety (90) calendar days prior to beginning of such requested leave. The applicant must be notified by the Board of Education of the disposition within thirty (30) days of receipt of the request. The application for such leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement.

   a. Application will be made to the Superintendent. The applicant will submit plans for use of leave. The Superintendent will explain why a recommendation was not granted.

3. Generally, it is intended that study and other proposals for improvement will include a full graduate load and will lead to the completion of a degree in the member's field or area of professional service if such degree, either undergraduate or graduate, unless for new certification, additional certification or other courses required for certification or specialization is not already held. Applications for leave for travel will outline in detail the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months or eight (8) months; will clearly show how such travel will contribute

directly to improve classroom instruction or to improve professional service by the member; and shall give reasons why such travel may not be accomplished when schools are not in session or when the member is not on duty.

4. Leave for professional improvement will not be granted to any employee more often than one (1) full year for every five (5) consecutive years of service. The number of teachers on leave in any one year will be limited to three (3).

5. The member of the bargaining unit may request the leave to be with or without pay. If the request with pay is granted by the Board, the member shall be granted partial pay and insurance benefits as though he/she were not on leave. The pay shall be fifty percent (50%) of the member's expected salary.

6. Upon his/her return from leave, a member's benefits will be the same as he/she would have received had the period of his/her leave been spent in the Garfield Local Schools, and he/ she will be returned to the same position, if available, or one comparable to it at the same level.

7. All approved individuals will, as a condition of approval for leave for professional growth, sign a written agreement to return to service in the Garfield Local Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment.

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

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

8. See form—APPENDIX H.

C. <u>OTHER LEAVES</u>

1. Upon the recommendation of the Superintendent, the Board at its discretion may authorize leaves of absence for teachers.

2. Leaves of absences shall be limited to a period not to exceed two (2) years; shall be considered only after a written request, and only after approval of the Superintendent.

3. See form—APPENDIX H.

D. FAMILY AND MEDICAL LEAVE ACT OF 1993

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

E. GENERAL PROVISIONS

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

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

ARTICLE 20. SPECIAL EDUCATION TEACHERS

A. Class Size

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

B. Administration, Special Education and regular Teachers shall collaborate to determine best practices for students in the inclusion setting at all grade levels.

C. Any mainstreaming/inclusion of special area students most often requires adjustments by all affected and this will be done as is necessary and is possible.

D. An intervention assistance team (IAT) will be identified in each building. Meeting times shall be posted.

1. All teachers shall upon request be given an opportunity to meet with the IAT. The request will be handled in a timely manner.

2. The IAT shall serve as a support group for all teachers with identified special needs students.

E. RELEASE TIME

All Special Education teachers shall get a minimum of four (4) days of release time per year to recognize work on IEPs, and shall receive their caseload lists from the district, to the maximum extent available, at least five (5) days prior to the start of school.

ARTICLE 21. SUBSTITUTES

A. Every attempt will be made to provide substitute teachers, duly certificated/licensed, to each staff member to whom class responsibilities are assigned. In the event of a duly certificated/licensed substitute being unavailable, the following steps should be taken in the order listed:

1. A substitute teacher certificated/licensed at a different level or area will be assigned, if available.

2. A regular teacher may volunteer to cover class(es) where an assigned substitute is not available and will be paid .0006818 of the BA-0 step base per hour or any portion thereof.

B. In cases where a regular teacher is going to be absent for longer than three (3) consecutive days, the same substitute will be retained to teach that class if at all possible. The rationale for this is that we recognize the need to provide continuity, consistency and good programming for the students in the class.

C. The permanent substitute, whose position is described below, shall be utilized as a substitute for teachers first. After the permanent substitute has been so assigned, teachers may request a specific-named substitute for their class; and if the substitute is available, duly certified/licensed, and on the Board-approved substitute list, said substitute shall be used except in emergencies. Further, when the permanent substitute is not assigned to work as a substitute, he or she may be assigned other instructional duties.

1. The Board, upon its approval of the hire of a full-time substitute(s) as described herein, shall consider such substitute to be a member of the GEA and subject to the terms of the collective bargaining agreement, subject to the restrictions and provisions herein. The hiring of such substitutes shall be on a one-year limited contract subject to the provisions and restrictions contained herein.

2. Such substitute(s) will work no less than five (5) days per week and shall be paid a ratio of .004 based on the Teachers Salary Schedule BA Base per day, unless such substitute is assigned to work more than sixty (60) days in the same assignment. For such long-term assignments, a substitute shall receive a salary commensurate with his/her level of training and experience as described in the Agreement beginning with Day 61. Substitutes so assigned shall not be directed to not come in for a day during the first 60 days without cause so as to avoid such salary placement.

3. Substitutes hired under this section shall have the option of being paid per day and receive no medical benefits at a ratio of. 004 based on the Teachers Salary Schedule BA Base, or be paid per day with such single coverage hospitalization and major medical benefits, single coverage dental benefits, single coverage vision benefits, and single coverage prescription drug benefits as are described in the Agreement at a ratio of. 003 based on the Teachers Salary Schedule BA Base. The election must be made annually in September or in the first month of employment to the Board Treasurer in writing. Building substitutes who elect medical coverage are responsible, at COBRA rates, for premiums over the summer months.

4. Substitutes hired under this section shall be entitled to personal leave. The accumulation of personal leave for building substitutes shall be as follows: a) One (1) personal leave day upon date of hire; and, b) One (1) personal leave day at the end of each quarter up to three (3) personal leave days per year

5. Substitutes hired under this section shall be entitled to accumulate and use sick leave as earned, i.e., at the rate of one and one-quarter (1-1/4) days per month in accordance with the provisions of Article 18 of the Agreement, but shall not be entitled to an advancement of sick leave.

6. Such substitutes will be supervised by the High School Principal or his/her designee.

7. The first sixty (60) days of service shall constitute a probationary period for such substitutes. During that time, a district substitute teacher shall serve at the discretion of the building principal, limited solely by the provision of Item 2 above.

8. The first observation/evaluation may be held during the first sixty (60) day period at the discretion of the building principal. However, such substitutes shall be observed at least one (1) time for a period of at least thirty (30) minutes in duration, during each semester of building substitute employment. Such evaluation shall be in accordance with the evaluation procedures in the Agreement.

9. Should the substitute's performance be deemed deficient or if the district substitute has engaged in other inappropriate behaviors after completion of the probationary period, the contract of the building substitute may be non-renewed following an opportunity for a conference between the district substitute and the Superintendent or designee. At such conference, the district substitute may be accompanied by a representative of GEA. The building principal shall be in attendance and shall present his/her reasons for recommendation of nonrenewal. Any such nonrenewal which occurs during the school year shall not be subject to the grievance procedure of the Agreement nor subject to the provisions of Revised Code Section 3319.11, except that the failure of the building principal to conduct evaluations in accordance with Item 8 above shall be subject to the grievance procedure of the Agreement.

10. Employment as a substitute under this section will count towards years of service in the James A. Garfield School District.

11. The employment contracts of substitutes shall be considered automatically non-renewed at the conclusion of each school year without the necessity of further action by the Board or delivery of notice of non-renewal. However, such substitutes shall receive notice by June 1 of the Board's intent to rehire them for the subsequent school year to the maximum extent possible.

12. Such substitutes shall not be deemed eligible for nor entitled to receive continuing contracts under Revised Code Section 3319.11 while employed in such capacity. However, if such a substitute is hired as a regular employee, in accordance with Item 10 above, service as a substitute shall constitute years of service for the purpose of calculating the eligibility for continuing contract status.

13. Substitutes currently employed by the board will be guaranteed an interview for a regular teaching position in which they are currently certified, which shall include the opportunity to teach a demonstration lesson within their certification/licensure.

D. Substitute teachers will be paid the average of County Schools or a higher rate established by the Board. After working sixty (60) days in one (1) specific position in one (1) year, the substitute teacher rate shall go to the daily rate commensurate with that individual’s training and experience.

ARTICLE 22. REIMBURSING TEACHERS FOR COLLEGE TUITION

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

B. REIMBURSEMENT FOR TUITION COSTS

The Board will reimburse one hundred percent (100%) of the tuition cost of approved college credit up to a maximum of seventeen hundred dollars ($1,700) paid per individual member of the bargaining unit, each school year. Reimbursement will be contingent upon proof of payment of tuition and successful completion of course work. An employee must have two (2) years of teaching experience in the Garfield District to be eligible. Teachers may also use remaining available funds under this provision for the payment of the fees for licensure/certification renewal and required background checks. Documentation of payment for such use must be submitted as otherwise described in this Article.

C. Prior to taking the course, the member of the bargaining unit must provide notice to the Superintendent of anticipated course work so that the Superintendent, in advance, can verify that the provisions in E., below, are met.

D. Approved credits will be completed at an accredited college or university for which a collegiate grade of “B” or better has been awarded, or “pass” if “pass-fail” is the only grading available. Approved credit also includes “I” or “IP” for credits related to Master’s thesis or Dissertation work.

E. In order to be approved, credit must be related to at least one (1) of the following endeavors:

1. Current academic field of teaching and/or assignment.

2. A program in a new area of State certification.

3. Any other special area of study as approved by the Superintendent.

F. Reimbursement will be made once per month. All reimbursement paperwork must be submitted at least 10 days prior in order to be processed. All paperwork must be submitted no later than the deadline of September 15 following completion of the class. Failure to submit all of the necessary paperwork by this date will void the request for reimbursement.

Receipt of tuition paid must break down the tuition cost paid separate from any other fees or costs payable to the college/university. The receipt must also show payment made and the date of such payment. “Proof of payment of tuition” is not a

copy of a cancelled check, credit card statement or receipt without backup detailing the payment. The ideal back-up is a copy of the invoice/receipt from the institution, showing detailed charges and payment. Failure to submit detailed receipts of payment will delay reimbursement.

G. After receipt of tuition reimbursement, a teacher is required to be employed by the Board for a period of two (2) school years following the taking of the classes which are paid by the Board. However, if a teacher resigns from the employ of the Board the first year following receipt of tuition monies, one hundred percent (100%) of the monies received from the Board must be paid back; and if the teacher resigns the second year, fifty percent (50%) of the monies received from the Board must be paid back. The payback will be taken out of the final pay of the teacher.

H. Educational opportunity pay – The Board agrees to pay up to twenty-two thousand dollars ($22,000) per year for educational opportunity pay. Educational opportunity pay shall be defined as a set payment to each teacher for the completion of an approved educational opportunity for students. The specifics of the plan shall be defined by the GEA president and the superintendent on or before the beginning of each school year and they will review opportunities regularly. To allow for a diversity of opportunities for students and staff, opportunities offered three (3) consecutive years may necessitate an increase to the number of academic supplementals defined in the negotiated agreement. As a part of housekeeping, opportunities offered successfully for three (3) consecutive years will be reviewed prior to each negotiations session to determine the number of academic supplementals offered.

ARTICLE 23. DEDUCTIONS

A. PROFESSIONAL ASSOCIATION DUES AND FINANCIAL SECURITY

In recognition of the Association's services to the bargaining unit, all members of the bargaining unit shall, as a condition of their employment, either be members of the Association and its affiliates or share in the financial support of the Association by paying to the Association a representation fee equivalent to the amount of dues uniformly required of members of the Association in the manner allowed by law and described below. Such membership shall be annual and continuous, except as may be expressly provided below. These deductions shall be an exclusive right conferred upon the Association, as the recognized representative of the certified/licensed personnel, as defined in Article 1 contained herein.

1. Each member shall submit a payroll deduction form to the Association Treasurer by the end of the first week of school. This payroll deduction form shall continue to be effective from year to year unless the bargaining unit

member instructs otherwise. The Board Treasurer shall have the initial form prior to making deductions.

a. The deductions shall be made equally, except as necessary the last deduction may be adjusted accordingly, from each bi-weekly paycheck for nine (9) monthly pays, commencing with the second pay in October.

b. These deductions shall continue from year to year automatically, unless the bargaining unit member instructs otherwise. The Association shall forward to the Board Treasurer and to the employee, by October 1 of each year, the amount to be deducted for that year.

c. The Board Treasurer shall forward to the Association a report with the breakdown of payment by member.

d. The Board Treasurer shall deduct the remaining balance of the annual dues from the last paycheck of any bargaining unit member resigning from the employment of the Board and for any bargaining unit member commencing an unpaid leave where the unpaid leave will continue through the end of the dues collection period.

2. FAIR SHARE FEE

The parties agree that if the relevant provisions of Janus v. AFSCME Council 31 are overturned, the parties will meet to negotiate Fair Share Fee provisions that are consistent with the change(s) in the law.

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

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

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

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

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

Implementation of this Fair Share Fee Provision shall begin the first pay after January 15 of each year, for bargaining unit members who have elected not to be members of the Association; the Association agrees to notify all such non-members of their right to become Association members during the month of August of each year. Members of the Association may only elect to no longer remain members of the Association during the period from August 1 through August 31 of each year. Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the Association, unless the Association notifies the Board Treasurer to the contrary; and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

THESE PROVISIONS SHALL BE REVIEWED BY THE PARTIES AT THE END OF EACH CONTRACT FOR POSSIBLE REVISIONS.

B. The Board Treasurer shall deduct from each teacher, upon written authorization, various payroll deductions. The following is a partial list of such deductions: (There shall be no cost for this service.)

1. Hospitalization/Major Medical Insurance
2. Dental Insurance
3. Life Insurance
4. Tax-Sheltered Annuities
5. Credit Union Payments
6. OEA Fund Contributions (which shall be continuous from year to year as authorized in writing by the bargaining unit member)
7. Other

ARTICLE 24. SEVERANCE PAY

A. The Board authorizes severance pay for all eligible teachers.

B. No person shall collect severance pay more than one (1) time.

C. An eligible teacher is interpreted to be an employee who has accumulated sick leave and has been accepted and confirmed for retirement by the State Teachers Retirement System (STRS).

D. The Board of Education shall provide severance pay in an amount of thirty percent (30%) of the employee's accumulated Sick Leave days, not to exceed seventy-five (75) days in total.

E. Payment shall be made to the teacher within thirty (30) days of the date of retirement and will be made based upon the daily rate of the teacher in effect at the time of payment.

ARTICLE 25. INSURANCES

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

A. The Board shall offer a comprehensive hospitalization and major medical insurance program for members of the bargaining unit that work thirty-five (35) hours or more per week or employees that are eligible under the ACA; no less than the specifications in Appendix I. Employees shall pay 14% for the 2026-2027 school year and beyond for single and family coverage with the Board paying 86% for the 2026-2027 school year and beyond for medical, prescription vision and dental coverage.* (It is not the intent of the parties to replace full-time teachers with part-time teachers.)

1. As part of this program the employee is responsible for out-of-pocket expenses as per the insurance plan.

2. The $250 deductible plan as administered will have a maximum out-of-pocket of $1000/$2000 in-network and $2000/$4000 out-of-network.

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

	Non-Formulary	Formulary	Generic
Retail	$25.00 co-pay	$10.00 co-pay	$5.00 co-pay
Mail Order 90 Days	$50.00 co-pay	$20.00 co-pay	$10.00 co-pay

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

	Non-Formulary	Formulary	Generic
Retail	$30.00 co-pay	$15.00 co-pay	$10.00 co-pay
Mail Order 90 Days	$60.00 co-pay	$30.00 co-pay	$20.00 co-pay

Effective July 1, 2023, the Board shall provide a prescription drug insurance plan, as follows:

	Tier One	Tier Two	Tier Three
Retail	$10 copay	$20 copay	$35 copay
Mail Order 90 Day	$20 copay	$40 copay	$70 copay

C. The Board shall provide and pay the premium for sixty thousand dollars ($60,000) of term life insurance coverage for each bargaining unit member, but shall be subject to the standard reduction schedule.

D. The Board shall provide single or family dental and vision insurance coverage for each member. The specifications shall be no less than the specifications in Appendix I. Employees may elect vision and dental coverage.

E. The Board shall provide hearing tests as a preventative service (covered at 100%) and under diagnostic (subject to deductible and co-insurance). Hearing aids and/or examinations for fitting them are covered as Durable Medical Equipment with the limitation of one (1) pair every three (3) years with a two thousand dollar ($2,000) limit.

F. The Board has the right to change insurance carriers after providing for input from the Association, so long as coverage benefits and specifications are not reduced.

G. If the teachers go on strike, the Board shall not deny the striking teachers access to fringe benefits coverage. However, the Board may refuse to pay its portion of the insurance coverage premium during the term of a strike. Nothing in this Section prevents the parties from reaching an agreement on the payment of fringe benefits as part of a strike settlement.

H. Fringe benefits are provided on a twelve (12) month basis; and teachers under contract on the last work day in June shall have the benefits, as provided in this Master Agreement, in full force until the expiration of the twelve (12) month period. However, upon retirement, the retiree agrees to go onto STRS healthcare and shall be reimbursed up to three hundred dollars ($300.00) per month for such coverage.

The reimbursement is limited to up to the two months immediately following retirement (July and August only).

I. Bargaining unit members shall have the option of purchasing additional units of life insurance; cost to be assumed by the employee, subject to the standard reduction schedule.

J. It is the intention of the parties that the level of benefit coverage shall be equal to or better than that outlined in the 2015-2018 Master Agreement, except as otherwise agreed herein.

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

Opt-Out Option/Section 125 Plan:

1. Offer $1,100 (eleven hundred dollars) to employee who elects to forego all insurance coverage (except life insurance) for an entire contract year; provided, however, that such employee electing not to participate in the insurance plans shall provide proof of coverage from elsewhere in order to be eligible for such option. Such payment will be passed through the district's Section 125 Medical Spending Account; *and*

2. Offer section 125 premium only plan – if elected by individual employee, cannot make changes to insurance coverage without qualifying event, employee portion of premiums would be deducted prior to tax, and $1,100 (eleven hundred dollars) opt out would not be included in W-2 for employee who does not take opt-out.

3. A Section 125 (Flexible Spending Plan) as outlined by The Flexible Spending Plan Document will be available to all bargaining unit members. The District shall contribute a total of Five Hundred Dollars ($500) each year to the Section 125 Medical Spending Account on behalf of each employee that completes the designated online health review and biometric by August 31 of each year, excluding those who participate in the opt out plan. Employees shall receive Two Hundred Fifty Dollars ($250) for completion of the online health review and Two Hundred Fifty ($250) for completion of biometric. Payment will only be made to verified participants who complete the programs by the deadline.

ARTICLE 26. MILEAGE

A. The mileage rate shall be the maximum rate allowed by the IRS.

B. Any mileage due a teacher shall be paid at the end of the semester or whenever the amount due reaches twenty-five dollars ($25.00), whichever occurs first. The payment shall be made during the normal accounts payable cycle.

C. Mileage shall be paid for any mileage incurred when:

1. attending meetings required by the Administration and County Offices;

2. any between building travel in the same school day;

3. any required attendance for away extracurricular activities, if a bus is not available; and

4. when required to return to school for evening or weekend meetings, not including any paid supplemental duty or any voluntary attendance.

ARTICLE 27. STRS "PICK-UP"

A. To the extent permitted by the State Teachers Retirement System Rule 3307-1-23 and OAG-82-097, the Board agrees to "pick-up" the required contributions to the State Teachers Retirement System (hereinafter "STRS") for all bargaining unit members as a condition of employment. The Treasurer of the Garfield Local School District is authorized on July 1, 1984 to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each bargaining unit member's contribution to STRS in lieu of payment to such bargaining unit member; and that such amount contributed by the Board on behalf of the bargaining unit member shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such bargaining unit member.

B. The Treasurer is directed to prepare and distribute an addendum to each bargaining unit member's contract which states: (1) that the bargaining unit member's contract salary is being restated as consisting of (a) a cash salary component and (b) a "pick-up" component which is equal to the amount of the bargaining unit member's contribution being "picked-up" by the Board on behalf of the bargaining unit member; (2) that the Board will contribute to STRS an amount equal to the bargaining unit member's required contribution to STRS for the account of each bargaining unit member; and (3) that sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the bargaining unit member's rate of pay shall be calculated upon both the cash salary component and the "pick-up" component of the bargaining unit member's restated salary.

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

D. DEFINITIONS

1. Total Salary: Total salary is equal to the full amount the teacher would earn according to the salary schedule.

2. Cash Component: Cash component salary is equal to total salary less the amount the teacher would be required to pay to STRS.

ARTICLE 28. SALARY

Continuation of the current contract, except as expressly modified below, for four (4) years contingent upon two (2) condition precedents outside the control of either party:

1. The renewal of the Earned Income Tax (EIT) issue set to expire December 31, 2028.

2. Any final changes the State makes to the calculation of the 20-mill floor.

A. TUTORS

1. Hourly tutors shall be paid on the following index. (Consistent with the base salary increase for teachers in Section B below.

	2026-2027	2027-2028	2028-29	2029-2030
0-2 years	**26.50**	**27.30**	**28.12**	**28.89**
3-5 years	**27.03**	**27.84**	**28.68**	**29.47**
6-8 years	**27.57**	**28.40**	**29.25**	**30.05**
9 or more	**28.08**	**28.92**	**29.79**	**30.61**

2. Tutors currently employed by the Board will be guaranteed an interview for a regular teaching position.

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

4. Tutors employed by the Board for regular teaching positions shall be placed on the teachers' salary schedule according to their level of academic training and shall be granted years of service as defined in ORC Section 3317.13(A) up to a maximum of five years.

5. Currently employed tutors hired by the Board for regular teaching positions shall be placed on the seniority list with one year of service upon their date of hire for the regular teaching position.

6. A full-time tutor shall be defined as being scheduled for a six (6) hour student day and shall be entitled to a paid lunch and a thirty (30) minute planning period.

7. The number of hourly tutors working less than twenty (20) hours per week shall be limited to one (1), unless that number is increased by an hourly tutor voluntarily choosing to work less than twenty (20) hours per week or by an existing hourly tutor's refusal to accept additional hours of work.

8. The number of hourly tutors working less than twenty (20) hours per week shall be limited to one (1), unless that number is increased by an hourly tutor voluntarily choosing to work less than twenty (20) hours per week or by an existing hourly tutor's refusal to accept additional hours of work.

B. Salary increases shall be as follows: The Base Salary for the 2026-2027 school year shall be as follows: $43,928 (3%). The Base Salary for the 2027-2028 school year shall be $45,246 (3%). The Base Salary for the 2028-2029 school year shall be $46,603 (3%). The Base Salary for the 2029-2030 school year shall be $47,885 (2.75%).*

*The Base Salary amount for **the 2028-2029 and 2029-2030** school year is subject to the contingent events noted above. Should the EIT levy renewal not pass prior to the start of the 2029-2030 school year, or should the State make a change to the 20-mill floor, the parties will meet to negotiate the salaries for the 2029-2030 school year in view of the exact nature of the change to the 20-mill floor and/or the failure of the EIT levy in accordance with the terms of Article 2.

Garfield EA						
SALARY –- $43,928 - BASE SALARY				July 1, 2026		
YEARS	BA	BA + 11	150 HRS	MA	MA + 15	MA + 30
STEP 0	$43,928	$44,807	$45,905	$47,882	$50,298	$51,176
	1.00000	1.02000	1.04500	1.09000	1.14500	1.16500
STEP 1	$45,905	$46,783	$48,101	$50,298	$52,714	$53,592
	1.04500	1.06500	1.09500	1.14500	1.20000	1.22000
STEP 2	$47,882	$48,760	$50,298	$52,714	$55,130	$56,008
	1.09000	1.11000	1.14500	1.20000	1.25500	1.27500
STEP 3	$49,858	$50,737	$52,494	$55,130	$57,546	$58,424
	1.13500	1.15500	1.19500	1.25500	1.31000	1.33000
STEP 4	$51,835	$52,714	$54,690	$57,546	$59,962	$60,840
	1.18000	1.20000	1.24500	1.31000	1.36500	1.38500
STEP 5	$53,812	$54,690	$56,887	$59,962	$62,378	$63,256
	1.22500	1.24500	1.29500	1.36500	1.42000	1.44000
STEP 6	$55,789	$56,667	$59,083	$62,378	$64,794	$65,672
	1.27000	1.29000	1.34500	1.42000	1.47500	1.49500
STEP 7	$57,765	$58,644	$61,280	$64,794	$67,210	$68,088
	1.31500	1.33500	1.39500	1.47500	1.53000	1.55000
STEP 8	$59,742	$60,621	$63,476	$67,210	$69,626	$70,504
	1.36000	1.38000	1.44500	1.53000	1.58500	1.60500
STEP 9	$61,719	$62,597	$65,672	$69,626	$72,042	$72,920
	1.40500	1.42500	1.49500	1.58500	1.64000	1.66000
STEP 10	$63,696	$64,574	$67,869	$72,042	$74,458	$75,337
	1.45000	1.47000	1.54500	1.64000	1.69500	1.71500
STEP 11	$65,672	$66,551	$70,065	$74,458	$76,874	$77,753
	1.49500	1.51500	1.59500	1.69500	1.75000	1.77000
STEP 12	$67,649	$68,528	$72,262	$76,874	$79,290	$80,169
	1.54000	1.56000	1.64500	1.75000	1.80500	1.82500
STEP 13	$69,626	$70,504	$74,458	$79,290	$81,706	$82,585
	1.58500	1.60500	1.69500	1.80500	1.86000	1.88000
STEP 14	$71,603	$72,481	$76,654	$81,706	$84,122	$85,001
	1.63000	1.65000	1.74500	1.86000	1.91500	1.93500
STEP 15	$73,579	$74,458	$78,851	$84,122	$86,538	$87,417
	1.67500	1.69500	1.79500	1.91500	1.97000	1.99000
STEP 16	$75,556	$76,435	$80,828	$86,099	$88,515	$89,393
	1.72000	1.74000	1.84000	1.96000	2.01500	2.03500
STEP 18	$76,545	$77,423	$81,816	$87,087	$89,503	$90,382
	1.74250	1.76250	1.86250	1.98250	2.03750	2.05750
STEP 20	$77,533	$78,411	$82,804	$88,076	$90,492	$91,370
	1.76500	1.78500	1.88500	2.00500	2.06000	2.08000
STEP 22	$78,521	$79,400	$83,793	$89,064	$91,480	$92,359
	1.78750	1.80750	1.90750	2.02750	2.08250	2.10250
STEP 25	$79,510	$80,388	$84,781	$90,052	$92,468	$93,347
	1.81000	1.83000	1.93000	2.05000	2.10500	2.12500

Garfield EA						
SALARY –- $45,246 - BASE SALARY				July 1, 2027		
YEARS	BA	BA + 11	150 HRS	MA	MA + 15	MA + 30
STEP 0	$45,246	$46,151	$47,282	$49,318	$51,807	$52,712
	1.00000	1.02000	1.04500	1.09000	1.14500	1.16500
STEP 1	$47,282	$48,187	$49,544	$51,807	$54,295	$55,200
	1.04500	1.06500	1.09500	1.14500	1.20000	1.22000
STEP 2	$49,318	$50,223	$51,807	$54,295	$56,784	$57,689
	1.09000	1.11000	1.14500	1.20000	1.25500	1.27500
STEP 3	$51,354	$52,259	$54,069	$56,784	$59,272	$60,177
	1.13500	1.15500	1.19500	1.25500	1.31000	1.33000
STEP 4	$53,390	$54,295	$56,331	$59,272	$61,761	$62,666
	1.18000	1.20000	1.24500	1.31000	1.36500	1.38500
STEP 5	$55,426	$56,331	$58,594	$61,761	$64,249	$65,154
	1.22500	1.24500	1.29500	1.36500	1.42000	1.44000
STEP 6	$57,462	$58,367	$60,856	$64,249	$66,738	$67,643
	1.27000	1.29000	1.34500	1.42000	1.47500	1.49500
STEP 7	$59,498	$60,403	$63,118	$66,738	$69,226	$70,131
	1.31500	1.33500	1.39500	1.47500	1.53000	1.55000
STEP 8	$61,535	$62,439	$65,380	$69,226	$71,715	$72,620
	1.36000	1.38000	1.44500	1.53000	1.58500	1.60500
STEP 9	$63,571	$64,476	$67,643	$71,715	$74,203	$75,108
	1.40500	1.42500	1.49500	1.58500	1.64000	1.66000
STEP 10	$65,607	$66,512	$69,905	$74,203	$76,692	$77,597
	1.45000	1.47000	1.54500	1.64000	1.69500	1.71500
STEP 11	$67,643	$68,548	$72,167	$76,692	$79,181	$80,085
	1.49500	1.51500	1.59500	1.69500	1.75000	1.77000
STEP 12	$69,679	$70,584	$74,430	$79,181	$81,669	$82,574
	1.54000	1.56000	1.64500	1.75000	1.80500	1.82500
STEP 13	$71,715	$72,620	$76,692	$81,669	$84,158	$85,062
	1.58500	1.60500	1.69500	1.80500	1.86000	1.88000
STEP 14	$73,751	$74,656	$78,954	$84,158	$86,646	$87,551
	1.63000	1.65000	1.74500	1.86000	1.91500	1.93500
STEP 15	$75,787	$76,692	$81,217	$86,646	$89,135	$90,040
	1.67500	1.69500	1.79500	1.91500	1.97000	1.99000
STEP 16	$77,823	$78,728	$83,253	$88,682	$91,171	$92,076
	1.72000	1.74000	1.84000	1.96000	2.01500	2.03500
STEP 18	$78,841	$79,746	$84,271	$89,700	$92,189	$93,094
	1.74250	1.76250	1.86250	1.98250	2.03750	2.05750
STEP 20	$79,859	$80,764	$85,289	$90,718	$93,207	$94,112
	1.76500	1.78500	1.88500	2.00500	2.06000	2.08000
STEP 22	$80,877	$81,782	$86,307	$91,736	$94,225	$95,130
	1.78750	1.80750	1.90750	2.02750	2.08250	2.10250
STEP 25	$81,895	$82,800	$87,325	$92,754	$95,243	$96,148
	1.81000	1.83000	1.93000	2.05000	2.10500	2.12500

Garfield EA						
SALARY –- $46,603 - BASE SALARY				July 1, 2028		
YEARS	BA	BA + 11	150 HRS	MA	MA + 15	MA + 30
STEP 0	$46,603	$47,535	$48,700	$50,797	$53,360	$54,292
	1.00000	1.02000	1.04500	1.09000	1.14500	1.16500
STEP 1	$48,700	$49,632	$51,030	$53,360	$55,924	$56,856
	1.04500	1.06500	1.09500	1.14500	1.20000	1.22000
STEP 2	$50,797	$51,729	$53,360	$55,924	$58,487	$59,419
	1.09000	1.11000	1.14500	1.20000	1.25500	1.27500
STEP 3	$52,894	$53,826	$55,691	$58,487	$61,050	$61,982
	1.13500	1.15500	1.19500	1.25500	1.31000	1.33000
STEP 4	$54,992	$55,924	$58,021	$61,050	$63,613	$64,545
	1.18000	1.20000	1.24500	1.31000	1.36500	1.38500
STEP 5	$57,089	$58,021	$60,351	$63,613	$66,176	$67,108
	1.22500	1.24500	1.29500	1.36500	1.42000	1.44000
STEP 6	$59,186	$60,118	$62,681	$66,176	$68,739	$69,671
	1.27000	1.29000	1.34500	1.42000	1.47500	1.49500
STEP 7	$61,283	$62,215	$65,011	$68,739	$71,303	$72,235
	1.31500	1.33500	1.39500	1.47500	1.53000	1.55000
STEP 8	$63,380	$64,312	$67,341	$71,303	$73,866	$74,798
	1.36000	1.38000	1.44500	1.53000	1.58500	1.60500
STEP 9	$65,477	$66,409	$69,671	$73,866	$76,429	$77,361
	1.40500	1.42500	1.49500	1.58500	1.64000	1.66000
STEP 10	$67,574	$68,506	$72,002	$76,429	$78,992	$79,924
	1.45000	1.47000	1.54500	1.64000	1.69500	1.71500
STEP 11	$69,671	$70,604	$74,332	$78,992	$81,555	$82,487
	1.49500	1.51500	1.59500	1.69500	1.75000	1.77000
STEP 12	$71,769	$72,701	$76,662	$81,555	$84,118	$85,050
	1.54000	1.56000	1.64500	1.75000	1.80500	1.82500
STEP 13	$73,866	$74,798	$78,992	$84,118	$86,682	$87,614
	1.58500	1.60500	1.69500	1.80500	1.86000	1.88000
STEP 14	$75,963	$76,895	$81,322	$86,682	$89,245	$90,177
	1.63000	1.65000	1.74500	1.86000	1.91500	1.93500
STEP 15	$78,060	$78,992	$83,652	$89,245	$91,808	$92,740
	1.67500	1.69500	1.79500	1.91500	1.97000	1.99000
STEP 16	$80,157	$81,089	$85,750	$91,342	$93,905	$94,837
	1.72000	1.74000	1.84000	1.96000	2.01500	2.03500
STEP 18	$81,206	$82,138	$86,798	$92,390	$94,954	$95,886
	1.74250	1.76250	1.86250	1.98250	2.03750	2.05750
STEP 20	$82,254	$83,186	$87,847	$93,439	$96,002	$96,934
	1.76500	1.78500	1.88500	2.00500	2.06000	2.08000
STEP 22	$83,303	$84,235	$88,895	$94,488	$97,051	$97,983
	1.78750	1.80750	1.90750	2.02750	2.08250	2.10250
STEP 25	$84,351	$85,283	$89,944	$95,536	$98,099	$99,031
	1.81000	1.83000	1.93000	2.05000	2.10500	2.12500

Garfield EA						
SALARY –- $47,885 - BASE SALARY				July 1, 2029		
YEARS	BA	BA + 11	150 HRS	MA	MA + 15	MA + 30
STEP 0	$47,885	$48,843	$50,040	$52,195	$ 54,828	$ 55,786
	1.00000	1.02000	1.04500	1.09000	1.14500	1.16500
STEP 1	$50,040	$50,998	$52,434	$54,828	$ 57,462	$ 58,420
	1.04500	1.06500	1.09500	1.14500	1.20000	1.22000
STEP 2	$52,195	$53,152	$54,828	$57,462	$ 60,096	$ 61,053
	1.09000	1.11000	1.14500	1.20000	1.25500	1.27500
STEP 3	$54,349	$55,307	$57,223	$60,096	$ 62,729	$ 63,687
	1.13500	1.15500	1.19500	1.25500	1.31000	1.33000
STEP 4	$56,504	$57,462	$59,617	$62,729	$ 65,363	$ 66,321
	1.18000	1.20000	1.24500	1.31000	1.36500	1.38500
STEP 5	$58,659	$59,617	$62,011	$65,363	$ 67,997	$ 68,954
	1.22500	1.24500	1.29500	1.36500	1.42000	1.44000
STEP 6	$60,814	$61,772	$64,405	$67,997	$ 70,630	$ 71,588
	1.27000	1.29000	1.34500	1.42000	1.47500	1.49500
STEP 7	$62,969	$63,926	$66,800	$70,630	$ 73,264	$ 74,222
	1.31500	1.33500	1.39500	1.47500	1.53000	1.55000
STEP 8	$65,124	$66,081	$69,194	$73,264	$ 75,898	$ 76,855
	1.36000	1.38000	1.44500	1.53000	1.58500	1.60500
STEP 9	$67,278	$68,236	$71,588	$75,898	$ 78,531	$ 79,489
	1.40500	1.42500	1.49500	1.58500	1.64000	1.66000
STEP 10	$69,433	$70,391	$73,982	$78,531	$ 81,165	$ 82,123
	1.45000	1.47000	1.54500	1.64000	1.69500	1.71500
STEP 11	$71,588	$72,546	$76,377	$81,165	$ 83,799	$ 84,756
	1.49500	1.51500	1.59500	1.69500	1.75000	1.77000
STEP 12	$73,743	$74,701	$78,771	$83,799	$ 86,432	$ 87,390
	1.54000	1.56000	1.64500	1.75000	1.80500	1.82500
STEP 13	$75,898	$76,855	$81,165	$86,432	$ 89,066	$ 90,024
	1.58500	1.60500	1.69500	1.80500	1.86000	1.88000
STEP 14	$78,053	$79,010	$83,559	$89,066	$ 91,700	$ 92,657
	1.63000	1.65000	1.74500	1.86000	1.91500	1.93500
STEP 15	$80,207	$81,165	$85,954	$91,700	$ 94,333	$ 95,291
	1.67500	1.69500	1.79500	1.91500	1.97000	1.99000
STEP 16	$82,362	$83,320	$88,108	$93,855	$ 96,488	$ 97,446
	1.72000	1.74000	1.84000	1.96000	2.01500	2.03500
STEP 18	$83,440	$84,397	$89,186	$94,932	$ 97,566	$ 98,523
	1.74250	1.76250	1.86250	1.98250	2.03750	2.05750
STEP 20	$84,517	$85,475	$90,263	$96,009	$ 98,643	$ 99,601
	1.76500	1.78500	1.88500	2.00500	2.06000	2.08000
STEP 22	$85,594	$86,552	$91,341	$97,087	$ 99,721	$ 100,678
	1.78750	1.80750	1.90750	2.02750	2.08250	2.10250
STEP 25	$86,672	$87,630	$92,418	$98,164	$ 100,798	$ 101,756
	1.81000	1.83000	1.93000	2.05000	2.10500	2.12500

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

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

D. Each paycheck stub will indicate each individual deduction made and for what reason.

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

F. ADDITIONAL TRAINING

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

    a. Academic work is completed satisfactorily.

    b. Academic work provides sufficient semester/quarter hours to qualify for the next column on salary schedule.

    c. Satisfactory evidence of application for official transcript has been received at the Board office no more than fourteen (14) calendar days after beginning of the first or second semester.

    d. Above criteria are based on eventual receipt of official transcript. The intent is not to penalize teacher because of normal delays by the university.

    e. It is understood that second semester raises will only apply to the remaining days of the school year and may not be retroactive.

G. All extended time shall be paid on the daily rate.

Extended time shall be allocated in the following manner:

Librarian	4 days, high school
Librarian	2 days in elementary school
Technology	4 days
Ind. Arts	1 day
Guidance	5 days, elementary
Guidance	10 days, high school
Guidance	10 days, high school (middle & HS)
Psychologist	10 days
Nurse	3 days
Literacy Coach	5 days
Science	1 day for each teacher at MS & HS
Art	1 day for each teacher at the ES, MS, & HS

ARTICLE 29. SUPPLEMENTAL SALARIES

A. The following classifications shall be paid at the below percentages, if the Board of Education fills said position(s) with a member of the bargaining unit. The Board shall maintain its prerogative to fill or not to fill any or all classifications or positions. However, no member of the bargaining unit shall be asked or requested to perform any duty that is listed below if he/she is not paid at the rate established. But there may be an occasion where a teacher would volunteer to perform a duty, and in that specific situation it is recognized that there would be no pay. Further, any position that is not listed below shall be voluntary or a percentage rate shall be established with mutual agreement of the Board and the Association. Bargaining unit members shall be guaranteed first right of refusal on supplemental contracts. However, if a non-bargaining unit member holds a position for three consecutive years or more, the Board may choose to continue hiring that person without posting it until that person leaves the position. Bargaining unit members must demonstrate qualifications, based upon training and experience, to be considered for a head coaching position. When two or more bargaining unit members apply for the same supplemental contract and demonstrate equal qualifications based upon training and experience, seniority will be the sole determining factor.

B. Renewal of supplemental contracts shall follow the “Administrative Procedures on Supplemental Salaries.” Paraprofessionals may be employed for supplemental contracts listed below, if no member of the bargaining unit is available for the position.

C. Payment will be issued at the completion of the activity in the regular check. The procedure regarding withholding shall continue. Yearly positions will have the pay added to the regular checks.

D. To calculate supplemental salary, multiply the given percentage by the BA-0 base salary.

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

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

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

Index:

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

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

2. Experience Credit.

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

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

~~J. To address the issue of supplemental salary compensation, a representative committee of bargaining unit members chosen by the Association shall meet jointly with the administration to collaboratively develop recommendations for increases to supplemental salary amounts. Additionally, a total of forty (40) POINTS IN VALUE beyond what is currently allocated in this Agreement shall be available for this process. ONE POINT EQUALS ONE PERCENT (1%) OF THE BASE SALARY IN THE 2023-2024 SCHOOL YEAR. The committee shall make recommendations to the parties' respective bargaining teams not later than December 22, 2022. Upon acceptance and ratification, such changes shall become effective for the 2023-2024 school year.~~

18%
Head Football
Head Boys Basketball
Head Girls Basketball
Head Wrestling

12.5%
Head Baseball Coach
Head Softball Coach
Head Boys Track
Head Girls Track
Head Volleyball Coach
Head Boys Soccer
Head Girls Soccer

11%
Assistant Varsity Football **(5)**
Asst. Varsity Boys Basketball **(2)**
Asst. Varsity Girls Basketball **(2)**

10%
Asst. Varsity Volleyball Coach (2)
Head Cross Country
High School Asst. Wrestling Coach
Fall Athletic Manager
Winter Athletic Manager

9%
Summer Band

8%
Head Cheerleading
7th-8th Boys Track 2
7th-8th Girls Track 2
8th Football
7th Football
8th Boys Basketball
7th Boys Basketball
8th Girls Basketball
7th Girls Basketball
~~Head Cross Country~~
7th-8th Wrestling
Band Director
Middle School Volleyball (2)

Musical
Assistant Baseball (2)
Assistant Track (2)
Assistant Girls Softball (2)
Boys Golf
Girls Golf

6.5%
Junior Class Advisor

6.0%
Assistant Band Director
Head Bowling Coach
LPDC Chairperson

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

4.5%
Senior Class Advisor
Interact Club

4%
National Honor Society
Summer Physical Fitness - Football
Pep Club (H.S. & M.S.)
Student Council (H.S.)
Student Council (M.S.)
Middle School Cheerleading
Head Weightlifting
Science Club
Freshmen Cheerleader Advisor
French Club
Spanish Club
Jaguar Yearbook
Ski Club (minimum 5 trips)
Art Club
United Nations Club
~~Interact Club~~

Pep Band (minimum 10 events)
Quiz Bowl
H.S. Drama Club Advisor
~~Assistant Band Director~~
~~Senior Class Advisor~~
Technology Coordinators (4)
BETA Club

3.5%
Intervention Assistance Team Coach
Elementary (4)
Middle (1) (new 26/27)

3%
Department Heads (High School) (7)
High School Intramural Director
Middle School Intramural Director
Math Tournament Coordinator
After School Intervention Coordinator
(1 each at E.S. and I.S.)
Distance Learning
LPDC Member (2)
Freshman Class Grade Advisor (1)
Sophomore Class Grade Advisor (1)
~~Intervention Assistance Team Coach – elementary (4)~~
~~Middle (1)~~
Dance Team Advisor
Outdoor Club

2.5%
Vocal Music (2)

2%
Asst. Summer Physical Fitness – Football
High School Newspaper
M.S. Yearbook
M.S. Newspaper
Elementary Peer Mediation Advisor
Summer Physical Fitness
Boys Basketball
Girls Basketball
Volleyball
Girls Soccer
Boys Soccer
Wrestling

Academic (12)
~~Vocal Music (2)~~
Math Tournament Tutor (2) 5-6, (2) 7-8
8th Grade Class Trip Coordinator
Camp Fitch Coordinator
6th Grade Class Trip Coordinator
Elementary Student Leadership

Other
Intervention .0009 of the BA-0 Base per hour

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

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

ARTICLE 30. RETIREMENT INCENTIVE PLAN

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

Employees who qualify for the Retirement Incentive Plan are eligible to receive twenty-five thousand dollars ($25,000) as a cash bonus. This bonus will be paid in addition to other retirement benefits such as cash payments for unused Sick Leave pay (severance pay).

1. To qualify for this retirement incentive, staff members must retire by July 1 in either the year of first eligibility for early retirement under STRS rules or the first year of eligibility for an unreduced benefit. If the employee does not retire at the first year of eligibility for an unreduced benefit, the employee shall thereafter be ineligible for the retirement incentive plan bonus.

2. The employee must have ten (10) or more full years of continuous Garfield District full-time service since his/her most recent date of employment or reemployment, and must be in an active state of employment at the time of retirement.

3. The employee must submit a request to be included in this Plan by March 1 prior to the date of retirement. The appropriate request forms will be located in the Superintendent's office.

4. a. The Retirement incentive Plan will be extended to those employees eligible by STRS standards requesting the Plan. The amount of the Incentive Plan is $25,000.

5. The provisions of this Retirement Incentive Plan do not apply to:

   a. Disability retirement.

   b. Termination or suspension.

   c. Nonrenewals, RIF, or layoff.

   d. Those who fail to submit a timely application.

   e. Persons who are currently retired and receiving retirement benefits from STRS, SERS, and PERS.

   f. Substitute personnel.

6. The Retirement Incentive Plan is entirely voluntary on the part of the employee. Anyone may take a regular service retirement at such time as

he/she is eligible. The qualifications listed above apply only to those persons who wish to couple their retirement with the cash bonus.

7. The cash bonus shall be paid by January 31 of the year following retirement. At the retiring employee's election, such payment and the Severance Payment in Article 24 may be partially made into a Health Reimbursement Account (HRA) as described in Appendix L.

ARTICLE 31. HEALTH AND SAFETY

A. The Board shall provide bargaining unit members with a safe and healthy work environment. Faculty and staff shall work within a healthy, safe environment and help maintain and improve a healthy, safe environment conducive to student learning and performance excellence.

B. The Superintendent shall inspect the buildings and grounds for unsafe working conditions.

C. A committee of no more than four (4) Association designees shall meet, at their request, with the Superintendent or designee, to discuss safety and health conditions in the workplace. The concerns shall be submitted in writing prior to or at the meeting and a written reply will be forthcoming from the Superintendent or designee within ten (10) workdays of each meeting.

D. The board shall provide educational information on the dangers and risk of Hepatitis B and the dangers and risk of the vaccination to prevent the disease. Any bargaining unit member will have the opportunity to receive the vaccine from the Board's program at no cost to the bargaining unit member.

E. Safety concerns related to student discipline are handled through the student code of conduct, which appears in the students handbook. While student discipline is a matter within the purview of the administration, the topic of student discipline may be an agenda item at meetings of the labor management committee. Upon agreement, the administration and the association may re-establish a workgroup to address concerns related to student behavior

ARTICLE 32. RESIDENT EDUCATOR PROGRAM

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

When the Ohio Department of Education and Workforce releases the revised guidelines for the new Resident Educator program, a Resident Educator Review Committee shall be

constituted. Such committee shall be made up of an equal number of Administrators and an equal number of bargaining unit members who shall be selected by the Association. Any recommendation of this Committee shall be forwarded to both the Association and the Administration and may be the basis for changes in either the resident educator procedure or the forms used therein. Negotiated changes shall be incorporated in this Agreement through the "Amendment of Agreement" procedures described in Article 2, Section F.

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

B. Purpose

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

C. Mentors

1. Qualifications

a. The Mentor Teacher must have a minimum of five (5) years of teaching experience in the district and at least two (2) years in the level or area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.

b. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.

c. Bargaining unit members shall be provided the opportunity to be trained as a mentor upon request.

2. Selections

Mentors shall be selected by the Administration and assigned within twenty (20) days of hire or the start of the school year, whichever is later, and shall meet the necessary ODE requirements by November 15 of each year. A Mentor Teacher shall be assigned to a Resident Educator with certification/licensure in the same grade level or subject area. Should no Mentor be available in the same area of certification/licensure, the Administration may assign a Mentor from the grade level or subject area most closely related to that of the resident educator. Teachers with Master

Teacher designation will be encouraged to be trained and serve as Mentor Teachers. Nothing in this Agreement restricts the Administration from seeking Mentors from outside of the bargaining unit if sufficient bargaining unit members who meet the qualifications outlined in Section C.1 above do not volunteer to be Mentors.

3. Training

Mentor Teachers shall be provided with the following:

a. An orientation to mentoring responsibilities by the Lead Mentor;

b. State required mentor training;

4. Responsibilities

a. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by the Ohio Department of Education.

b. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.

c. The mentor shall not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools. This program shall not replace the negotiated employee evaluation system.

5. Release Time

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

6. Lead Mentor

a. The Lead Mentor must be a trained mentor and shall be a bargaining unit member. However, nothing in this Agreement restricts the Administration from seeking a Lead Mentor from outside of the bargaining unit if a bargaining unit member does not volunteer for the Lead Mentor position.

b. In addition to duties described elsewhere, the Lead Mentor may be assigned to mentor up to two (2) Resident Educators and shall be responsible for implementing the Resident Educator Program. However, the Lead Mentor shall not interfere in the mentoring relationship or the

establishment of goals for the Resident Educator, except to the extent necessary to address issues as described in Section D.7 of this Article.

c. While reasonable efforts will be made to avoid assigning the Lead Mentor a Resident Educator, if it is necessary, the Lead Mentor shall receive compensation for both the Lead Mentor position and the Mentor position.

D. Protections and Restrictions

1. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.

2. Efforts shall be made to ensure that each Mentor Teacher is assigned only one (1) Resident Educator, however, the maximum number of Resident Educators a Mentor Teacher may have is two (2) per year. This shall not prevent program-driven group mentoring situations.

3. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation or affect such evaluation in any manner.

4. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

5. In the event that the District does not comply with the Resident Educator Program, as determined by ODE, the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District. Nothing in this paragraph shall be construed to limit the right of the district to administer discipline for non-performance of duties in accordance with the provisions of Article 9.E.4 of this Agreement.

6. Mentor Teachers shall not participate in the evaluation of any Resident Educator or be requested or directed to make any recommendation regarding the continued employment of the teacher or to divulge information from any written documentation or confidential Mentor/Mentee discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

7. If efforts by the Administration and the Lead Mentor to resolve issues, problems, and/or concerns that may exist are not successful, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. In such cases, the compensation for the mentor(s) shall be pro-rated.

8. All Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. Violation of this tenet on the part of the Mentor Teacher shall result in the removal of the Mentor Teacher from his/her assignment.

9. Resident Educators shall be provided all due process provisions allowed by the Master Agreement and the Ohio Revised Code.

E. Compensation

1. In addition to the mutually agreed upon released time, each Mentor Teacher shall be paid a stipend of one thousand dollars ($1,000) for Years 1 and 2 of a Resident Educator's mentoring experience for each Resident Educator mentored. This stipend shall be paid annually pursuant to a supplemental contract for each Resident Educator. It is understood that, if the Resident Educator meets the requirements of the Resident Educator License and obtains a Professional Educator License prior to the end of the full term of the mentoring experience, the stipend paid to the Mentor Teacher will be appropriately pro-rated.

2. The District will pay all training fees required for mentors to receive the mandatory ODE State mentor training.

3. The Lead Mentor shall be paid a stipend of seven hundred fifty dollars ($750) for Lead Mentoring activities paid on a quarterly basis pursuant to a supplemental contract.

F. Resident Educator

1. The Administration, Lead Mentor, and Mentor shall collaborate to provide each Resident Educator an initial orientation on the following matters:

   a. The pupils and community to be served;

   b. School policies, procedures, and routines consistent with this Agreement;

   c. Courses of study, competency-based education programs, and responsibilities for lesson plans consistent with this Agreement;

   d. The layout of the facilities of the assigned school building(s);

   e. The nature of the Resident Educator Program which will be provided; and,

   f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.

2. The Administration, Lead Mentor, and Mentor Teacher shall collaborate to provide each Resident Educator with the following:

   a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;

   b. Assistance with the management tasks identified as especially difficult for beginning teachers;

   c. Assistance in the improvement of instructional skills and classroom management; and

   d. The opportunity to consult/observe other teachers both within and outside of the District.

   e. The Resident Educator shall be provided release time for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc., coordinated with the Building Principal/Immediate Supervisor. Such time is in addition to any additional Professional Leave requested and approved pursuant to this Agreement.

   f. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process.

G. Program Review/Revisions

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

2. Association/Board - Association and Board representatives may meet to discuss the recommendations prior to the next school year.

ARTICLE 33. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

1. There shall be one LPDC for the James A. Garfield School District.

2. The committee shall consist of three members of the Garfield Education Association chosen by the Association, and two administrators, chosen by the Superintendent.

3. Appeal Process shall consist of two steps:

   A. Step One – Reconsideration by the LPDC.

   B. Step Two – A final decision will be made by local Appeals Board. This Appeals Board shall be made up of one (1) certified/licensed person chosen by the individual, and one (1) certified/licensed person chosen by the two previously chosen persons. Members shall be chosen by the LPDC. The decision of this Board shall be final.

4. Each member of the LPDC shall receive remuneration equal to three percent (3%) of the base salary each year. The Chairperson of this committee shall receive six percent (6%) of the base salary.

5. Terms of Office:

   A. There shall be a chairperson elected by the majority vote of the LPDC. The chairperson shall be elected for a two-year term running from September to September, and shall be a member of the GEA.

   B. There shall be a secretary/recorder elected by majority vote of the LPDC. The secretary/recorder shall be elected for a one (1) year term running September to September.

   C. The remaining three members shall serve a two (2), three (3), and four (4) year term running from September to September.

6. Vacancies:

   A. If an administrative position vacancy exists, it shall be filled by the Board.

   B. If an association vacancy exists, it shall be filled by the Association.

7. Removal: It is assumed that all members of the LPDC will fulfill their duties in a professional manner. In the event that a member is negligent, or in some other way inept or incapacitated, that member may be removed by a unanimous vote of the rest of the LPDC membership.

8. Training: Each LPDC member shall also participate in professional development designed to prepare them for the role within the LPDC. This professional development may be legitimately used by the LPDC members as part of his/her

own Individual Professional Development Plan. The content and scope of the training shall be determined by the LPDC and the district.

9. Meetings: The LDPC shall meet a minimum of five (5) times per year. Other meetings can be called as necessary.

ARTICLE 34. TECHNOLOGY USE

A. Bargaining unit members will make reasonable efforts to monitor student internet usage in class to assure students are adhering to the usage agreement signed by students and parents.

B. Bargaining unit members shall not suffer disciplinary action due to a student's violation of the internet usage agreement.

C. Each staff member will sign a network privacy agreement and acceptable use policy prior to use of school district technology**.** The acceptable use policy in effect during the 2019-2022 agreement will continue to be utilized as the policy. Should the Board wish to change the policy, it will consult with the GEA prior to any mandatory legal alteration prior to enactment of the policy change. Any non-mandatory change will be subject to mutual agreement.

D. Bargaining unit members have the right to use technology equipment and software.

E. The Administration will monitor e-mail/use of internet only for cause.

F. A district-wide Technology Steering Committee shall be created consisting of four (4) bargaining unit members designated by the Association and four (4) administrators. The GEA members shall be representative of each of the following four (4) grade level bands: K-3, 4-6, 7-8, and 9-12.

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

ARTICLE 35. MILITARY LEAVE

A. Any certified/licensed employee in the United States Military Services shall be granted military leave in accordance with ORC 923.05. Should leave extend past one month, he/she shall be paid the difference between what he/she receives from the military and his/her per diem rate on his/her current teaching contract for an additional thirty (30) days.

B. Military Leave shall not be deducted from accumulated Sick Leave.

ARTICLE 36. ELEMENTARY & SECONDARY EDUCATION ACT

A. Any School Improvement Committee that is to be formed pursuant to ESSA shall consist of a majority of classroom teachers.

B. Any change in term or condition of employment mandated by ESSA shall be bargained with the Association.

ARTICLE 37. LABOR/MANAGEMENT RELATIONS COMMITTEE

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

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

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

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

C. The parties shall meet, regularly, at least three (3) times per school year or at the request of one of the parties. Arrangements are to be made in advance and an

agenda shall be submitted with the request. Matters taken up at the meeting shall be limited to those included in the agenda.

D. The meeting shall be held at times and places mutually agreed upon within seven (7) calendar days after the request. An extension of this timetable may be made if both parties agree.

E. A subcommittee may be assigned to study/research certain issues and to report back to the Labor/Management Relations Committee. Subcommittee(s) shall be jointly appointed by the parties.

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

ARTICLE 38. EFFECTS OF AGREEMENT

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

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

If, during the term of this Master Contract, there is a change in any applicable State or Federal law or rule or regulation adopted by the State Department of Education which requires the Board of Education to develop policies that change any term(s) or condition(s) of employment, then the parties will meet to negotiate the affected term or condition within thirty (30) days in accordance with the terms of Article 2 of this Master Contract.

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

Should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof, shall be

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

At the timely request of the Association or the Board, the parties will meet no later than thirty (30) calendar days after the final determination of unlawfulness, to begin bargaining over its impact and to bring the Contract into compliance. If agreement is not reached within thirty (30) days, the matter will be submitted to mediation in accordance with the terms of Article 2.D of this Master Contract.

ARTICLE 39. DURATION AND INTENT OF AGREEMENT

A. This Master Agreement and the Appendices, hereto, constitute the whole agreement between the Garfield Board of Education and the Garfield Education Association; and this Agreement shall become effective from July 1, 2026 through midnight (12:00 a.m.) on June 30, 2029. The parties agree that the collective bargaining agreement shall be extended one (1) additional year with an expiration on June 30, 2030, under the same terms and conditions asset forth in the current collective bargaining agreement. The parties agree that to comply with OR.C. 4117, the initial contract will expire on June 30, 2029, and the extension shall be effective July 1, 2029.

B. IN WITNESS THEREOF, the parties have caused this Master Agreement to be executed on the day and year first mentioned above.

SIGNATURES TO AGREEMENT

GARFIED BOARD OF EDUCATION NEGOTIATIONS TEAM	DATE	GARFIELD EDUCATION ASSOCIATION NEGOTIATIONS TEAM	DATE
	11/5/25		11.5.25
Superintendent	10/22/25	OEA Consultant	
President	11/5/2025	President	10/22/25

APPENDIX A

GARFIELD LOCAL SCHOOLS

INFORMAL GRIEVANCE NOTIFICATION

Dear _____:
(Administrator)

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

Sincerely,

_____ _____
Teacher Date

APPENDIX B

GARFIELD LOCAL SCHOOLS
GRIEVANCE FORM (LEVEL ___)

Name_____ Building _____

STATE A PROVISION(s) OF AGREEMENT VIOLATED, MISINTERPRETED, AND/OR MISAPPLIED: _____

_____

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

_____

_____

_____

_____

REMEDY REQUESTED: _____

_____

_____

_____

_____

_____ _____
Signature of Aggrieved Date

DISPOSITION RENDERED: _____

_____

_____

_____

_____

_____ _____
Signature of person rendering disposition Date

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

APPENDIX C

TEACHER'S CONTRACT - LIMITED
ORC 3319.07-3319.08

AN AGREEMENT entered into between

_____, PARTY OF THE FIRST PART, and

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

PARTY OF THE FIRST PART AGREES:

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

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

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

IN CONSIDERATION of the above service, **PARTY OF THE SECOND PART AGREES** to pay **PARTY OF THE FIRST PART** the sum of _____ dollars ($), payable in _____ installments.

ENTERED INTO at _____, Ohio, this _____ day of _____, 20____.

_____
Teacher

_____ _____
Board President **Board Treasurer**

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

APPENDIX D

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

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

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

ENTERED INTO at _____, Ohio, this _____ day of _____, 20___.

_____
Teacher

_____ _____
Board President **Board Treasurer**

APPENDIX E

SUPPLEMENTAL CONTRACT

THIS LIMITED CONTRACT entered into between _____,
(name)

of _____, _____, Ohio,
(address) (city)

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

WITNESSETH:

IN ADDITION to Teacher's regular teaching duties, said teacher does hereby promise and agree to perform the following duties for and in behalf of said Board: _____
_____;
and further agrees to abide by and maintain the rules and regulations adopted by such Board; and abide by and maintain the Master Agreement between the Garfield Education Association and the Board and the policies of the Board of Education. Such additional duties shall be performed by teacher during the _____ year beginning _____, 20___, and ending _____, 20___.

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

THIS LIMITED CONTRACT entered into at _____,
Ohio, this _____ day of _____, 20___.

_____
Teacher

_____
Board President

APPENDIX F

TEACHER'S SALARY NOTICE
ORC 3319.12

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

TO: _____

_____

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

_____
Board President

_____
Board Treasurer

Type of Contract:_____

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

James A. Garfield School District

Appraisal of Certified, Non-Classroom Staff

Name_____ School Year_____ Total Years Experience _____

School_____ Assignment_____ Years in Present Assignment_____

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

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

Signature of Principal/Supervisor _____ Date _____

Counselor's Comment:

Signature of Counselor _____ Date _____

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

APPENDIX G-1
TEACHER SELF-HELP QUESTIONNAIRE

X -- to indicate choice

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

APPRAISAL (REGULAR CYCLE) OBSERVATION GUIDE

_____
Name

I. PERSONAL ATTITUDES AND CHARACTERISTICS

1. Takes initiative in meeting responsibilities.

   a. Establishes a pattern of being dependable by being punctual, maintaining accurate records, attending required meetings, and by supplying instructions for substitute teachers.

   b. Supervises the care and/or safe storage of school equipment under his/her jurisdiction.

   c. Is willing to assume responsibility for supervising pupil behavior in school situations. (When a teacher becomes aware of disruptive behavior outside of his/her classroom--in the hallways, washrooms, assemblies, lunchroom, bus stops, etc., he/she attempts to deal with it.

2. Relates positively to students, parents, and staff.

   a. Demonstrates friendliness, honesty, and sincerity in a desire to help.

   b. Exercises emotional control.

   c. Accepts mistakes in a classroom; attempts to prevent or resolve interpersonal conflicts; uses verbal/non-verbal praise.

   d. Exhibits concern for the feelings and opinions of others; is tactful and discreet.

3. Responds constructively to supervision.

   a. Considers statements of observation and its analysis presented in a constructive manner.

   b. Assumes responsibility for improvement.

4. Maintains acceptable professional appearance.

.

II. PROFESSIONAL ATTITUDES AND CHARACTERISTICS

1. Helps each pupil to develop a realistic, positive self-image.

    a. Helps students feel that their presence and participation is desirable and of value by using techniques of both verbal and non-verbal positive reinforcement.

    b. Demonstrates a fair and open-minded concern for the pupils as evidenced by impartiality, listening to various points of view, attention to student inquiries, and their need for explanations.

    c. Attempts to involve as many students as possible in constructive activities.

2. Shows evidence of professional growth.

    a. Demonstrates awareness of current trends relevant to his/her field. (This may be attained through workshops, courses, publications, research or independent pursuits. Evidence of this awareness may be obtained in a conference with the teacher.)

    b. Works toward professional self-improvement.

3. Abides by written administrative policies and procedures within department/school/district as stipulated in School Board policies, teachers' handbook, and other currently written regulations.

4. Works cooperatively with school and district personnel, and assumes delegated responsibilities.

    a. Accepts necessary building duties in addition to the teaching assignment.

    b. Is available, upon request, to share abilities and knowledge with fellow teachers.

    c. Cooperates with colleagues in implementation of programs, policies, and daily routines.

    d. Encourages pupils to respect and observe school policies and routines.

5. Informs parents of pupil performance, and works with parents and other school personnel to bring about improvement and growth.

    a. Initiates communications with the parents.

    b. Makes self available and prepares for conferences.

    c. Follows through on a mutually agreed upon plan of action.

III. PROFESSIONAL COMPETENCIES

1. Demonstrates skill in the presentation of subject matter.

    a. Gives clear, concise directions, and concept clarification to make himself/herself understood by the students.

    b. Uses instructional vocabulary and materials suited to the students.

    c. Calls attention to the points of major importance.

    d. Anticipates difficulties and explains in advance.

    e. Is able to rephrase and give additional examples in response to questions by students, where desirable.

2. Seeks to promote student success by adapting methods, activities, and provide materials.

    a. Adapts materials, methods, and activities according to the student's individual needs, objectives of lesson, guidelines of the curriculum. (Class size should also be considered.)

    b. Plans classroom activities appropriate for the current level of competence of the students.

    c. Makes assignments which reinforce classroom learning.

    d. Uses diagnostic and remedial procedures where appropriate.

3. Evidences planning and organization, not necessarily written and is flexible in taking advantage of spontaneous learning, opportunities.

    a. Organizes presentation and activities as planned steps toward meeting established goals.

    b. Guides class from one activity to another with ease.

    c. Demonstrates competence in subject matter.

    d. Plans sufficient activities for the time allotted.

4. Involves students in active learning processes.

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

IV. INSTRUCTIONAL MANAGEMENT

1. Establishes and maintains reasonable classroom control.

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

b. Builds desirable classroom standards of work and behavior involving the students, when appropriate, and interprets the standards in a manner which is designed to prevent problems. Is firm, consistent, and fair in holding the students to these classroom standards.

c. Uses disciplinary approaches that are constructive.

d. Encourages students to exercise self-discipline. (This may be evidenced in part by the manner in which students respond to inappropriate classroom behavior on the part of their peers.)

e. Deals with causes of inappropriate behavior as well as with the behavior itself, when possible.

f. Deals with behavioral problems on an individual basis.

g. Demonstrates the ability to handle most classroom disciplinary problems directly.

2. Conducts classroom activities in an efficient manner.

a. Classroom situation is orderly, businesslike; work areas are arranged to be conducive to learning; and most students are on task.

b. Effectively maintains productive daily routine and administration, by handling reports and announcements promptly and efficiently.

c. Uses a variety of classroom activities.

d. Removes potential distractions to the planned classroom activities.

e. Directs supervised study.

f. Attends to the physical conditions and appearance of the classroom and comfort of the students, where within the teacher's control.

3. Keeps records as needed to provide information on pupil progress.

a. Maintains up-to-date, accurate, and legible records of pupil attendance as required for his/her grade level or subject area.

b. Enters records of parental conferences in the cumulative files, when appropriate.

c. Assigns grades in a manner consistent with school and departmental policy.

4. Implements approved curriculum for grade or subject.

a. Follows the scope and sequence of the instructional program as it relates to his/her teaching assignment.

b. Uses adopted materials, supplemental books, texts, etc., in keeping with the instructional program.

APPENDIX G-3

PRE-OBSERVATION CONFERENCE DATA

_____

Name

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

1. What have you been doing in class during the past week? i.e. actual things you are doing, objectives, problems, etc.

2. What will be the context of the lesson?

3. What will the learner be able to do as the result of your instruction? Be specific.

4. How able are the students in handling the instruction, the materials, the reading?

5. What do you expect from the students as far as their involvement is concerned during class?

6. How will you know that they achieved this objective? What types of evaluation criteria in use?

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

TEACHER APPRAISAL FORM (REGULAR CYCLE)

TEACHER_____ BUILDING_____

VISITATION DATE _____ SUBJECT/GRADE LEVEL_____

I. COMMENDATIONS:

II. SPECIFIC AREAS:

OBSERVATIONS RECOMMENDATIONS

III. SUGGESTIONS AND RECOMMENDATIONS:

IV. TEACHER COMMENTS:

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

_____ _____

Teacher's Signature Date

(Does not necessarily indicate agreement.)

_____ _____

Appraiser's Signature Date

APPENDIX G-5

POST-OBSERVATION CONFERENCE DATA

Name

(REVIEW PRE-OBSERVATION DATA WITH OBSERVATION NOTES BY OBSERVER.)

1. How did you feel about the lesson?

2. Would you change the lesson now? Is there another approach?

3. What were the strong points in your presentation?

4. Were there any critical situations which interfered with your ability, teaching strategy, or performance?

APPENDIX G-6

DECEMBER/APRIL REPORT

NAME_____ BUILDING_____

EXPERIENCE_____

_____

_____

CONTRACT _____

_____

_____

IN-SERVICE PROVIDED TO THE TEACHER

_____

_____

(Check <u>ONE</u> only)

_____ 1. The teacher has met the expectations of the regular appraisal.

_____ 2. Documented deficiencies were noted during the regular appraisal.

_____ 3. Documented deficiencies were noted during the regular appraisal, and a special appraisal will follow.

_____ 4. No serious deficiencies were noted during the special appraisal, or the deficiencies have been corrected during the special appraisal.

_____ 5. Serious deficiencies were noted during the special appraisal and are attached.

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

Based upon the above, your contract recommendation is:

_____ CONTINUING CONTRACT
_____ LIMITED CONTRACT
_____ NON-NEEDED
_____ TERMINATION
_____ NON-RENEWAL

_____ _____

Teacher Principal

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

APPENDIX G-7

NOTICE OF SPECIAL APPRAISAL

Date_____

Dear_____:

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

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

Date _____ Time _____

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

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

_____ _____

Teacher's Signature Date Principal's Signature Date

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

FORM FOR SPECIAL APPRAISAL

TEACHER_____ DEPARTMENT_____

GRADE and/or
SUBJECT_____ PERIOD_____ DATE_____

KEY: D - DEFICIENCY

(MARK ALL CATEGORIES THAT ARE DEFICIENCIES)

CATEGORY

_____ Cooperates with other members of the staff in planning instructional goals, objectives and methods to help meet the district-wide goals and objectives.

_____ Assesses the accomplishments of students on a regular basis and provides progress reports as required.

_____ Seeks the assistance of district specialists to diagnose the learning disabilities of students.

_____ Confers with colleagues, students, and/or parents on a regular basis.

_____ Assumes responsibility for assisting the administration in implementing policies and/or rules governing student life and conduct.

_____ Plans and supervises purposeful assignments for substitute teachers, teacher aides, and/or volunteers.

_____ Strives to maintain and improve professional competence through an on-going program of reading, workshops, seminars, conferences and/or advanced course work at institutions of higher learning.

_____ Attends staff meetings and serves on staff committees.

CATEGORY

_____ Supervises students in out-of-classroom activities that he/she is responsible for under contract. Also makes himself/herself familiar with rules pertaining to such activities.

_____ Assists in selection of books, requisition of books and instructional aids supply of Librarian with suggestions for purchase of subject area material.

_____ Maintains required school records.

_____ Is responsible to the Board of Education to abide by Board Policies in effect prior to July 10th of each year.

_____ Guides the learning process toward the achievement of the school district philosophy and curriculum goals related to subjects taught.

_____ Has a clear objective for all lessons, units, and projects.

_____ Employs instructional methods and materials that are appropriate for meeting stated objectives.

_____ Maintains order in the classroom in a fair and just manner.

_____ Creates a classroom environment that is conducive to learning and appropriate to the maturity and interest of students.

_____ Demonstrates proficiency in subject matter taught.

Principal's Signature _____

Teacher's Signature _____
(For Receipt of Copy)

Date_____

APPENDIX G-9

STATEMENT OF DEFICIENCY AS NOTED IN SPECIAL APPRAISAL

(Use one copy of this form for each separate deficiency.)

This form will be completed by the Principal during the conference after the Principal has conducted an observation.

TEACHER_____ DEPARTMENT_____

GRADE and/or
SUBJECT_____ PERIOD_____ DATE_____

ASSESSMENT OF NEEDS

NATURE OF DEFICIENCY:

DEFICIENCY CORRECTION NEEDED:

IN-SERVICE OR OTHER SUGGESTIONS:

ADMINISTRATIVE ASSISTANCE:

TIME (TARGET DATE FOR CORRECTION OF DEFICIENCY):

_____ _____
Teacher Principal

(Signature does not necessarily mean agreement but only receipt of form.)

APPENDIX H

Date Received at Board Office

JAMES A. GARFIELD LOCAL SCHOOLS
All Purpose Leave Form

Name _____ Building _____

Date of Leave _____ through _____

Number of working days absent _____

CHECK ONE:

___ Sick Leave – Complete Section A below
___ Assault Leave – attach certificate
___ Personal Leave
___ Compulsory Leave (Jury Duty) – attach notice from court
___ Professional Leave/Workshop
___ Maternity/Child Care – attach statement from doctor
___ Association Duty – signature of GEA/OAPSE President _____
___ Attendance to Conference
___ Field Trip
___ Vacation Leave
___ Compensatory Time – attach dates worked

A. SICK LEAVE:

___ Personal Illness
___ Doctor's appointment
___ Personal Injury
___ Exposure to contagious disease _____
___ Pregnancy
___ Illness or death in immediate family _____ _____
Name Relationship

_____ _____ _____
Employee Signature Principal's Signature Superintendent's Approval

Date _____ Date _____ Date _____

Board Action (if necessary): Approved _____ Not Approved _____

Date of Board Action _____

JAMES A. GARFIELD LOCAL SCHOOLS

COMPREHENSIVE MAJOR MEDICAL BENEFITS

Precertification Review: Precertification review is required for all inpatient Hospital confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.
If preadmission Hospital certification is not utilized, your benefits under the plan will be reduced by an additional $500.00 deductible.
All benefits will be based upon Allowed Amount
Annual Maximum Amount Payable per Individual .....No Limit
Network (PPO Providers)
Physician/Office Services (co-pay).....Primary Care Specialist
Office Visit..... $10.00 $20.00
Surgical Services..... $10.00 $20.00
Immunizations $10.00 $20.00
Allergy Testing..... $10.00 $20.00
Speech Therapy..... $20 co-pay
Physical/Chiropractic/Occupational Therapy ..... $20 co-pay
Urgent Care ..... $35.00 co-pay
Calendar Year Deductible:
Per Individual $250.00
Per Family $500.00
Then: all eligible charges will be paid at 90% until the maximum out-of-pocket amount has been satisfied.
With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year.
Maximum Out-of-Pocket Expense per Calendar Year (including the deductible):
Per Individual $1,000.00
Per Family $2,000.00
Non-Network (Non-PPO Providers)
Physician/Office Services (co-pay).....Primary Care/Specialist
Office Visit.....30% after deductible
Surgical Services.....30% after deductible
Immunizations .....30% after deductible
Allergy Testing.....30% after deductible
Speech Therapy.....30% after deductible
Physical/Chiropractic/Occupational Therapy .....30% after deductible
Urgent Care .....30% after deductible
Calendar Year Deductible:
Per Individual $500.00
Per Family $1,000.00

Then: all eligible charges will be paid at **70%** until the maximum out-of-pocket amount has been satisfied.
With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year.
Maximum Out-of-Pocket Expense per Calendar Year (including the deductible):
Per Individual $2,000.00
Per Family $4,000.00

COVERED SERVICES

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

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

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

However, in these instances, the individual may be responsible for charges in excess of the Allowed Amount. Please call the Claims Administrator if you believe any of these provisions apply to you.
Prescription Drug Benefits as follows for 2022/2023:
Non-Formulary Formulary Generic
Retail $30.00 co-pay $15.00 co-pay $10.00 co-pay
Mail Order- 90 Day $60.00 co-pay $30.00 co-pay $20.00 co-pay
Prescription Drug Benefits as follows for 2023/2025 and beyond:

	Tier One	Tier Two	Tier Three
Retail:	$10 copay	$20 copay	$35 copay
Mail Order 90 Day	$20 copay	$40 copay	$70 copay

Dental Plan
In-Network Out-of-Network
Calendar Year Deductible $25.00 $25.00
Family Limit- 2 per family
Waived for Preventative
Charges Covered Plan Pays (on average) In-Network Out-of-Network
Preventative Care 100% 100%
Cleaning (prophylaxis)
Frequency- Twice per Calendar Year
Fluoride Treatments (No age limits)
Oral Exams
Periodontal Maintenance
(2 additional payable with history of perio disease)
Sealants (per tooth)
X-rays
Basic Care 80% 80%
Anesthesia
Fillings (Restrictions may apply to composite fillings)
Inlays, Onlays, Veneers (subject to necessity requirements)
Perio Surgery
Repair & Maintenance of Crowns, Bridges & Dentures
Root Canal
Scaling & Root Planing (per quadrant)
Simple Extractions
Single Crowns
Surgical Extractions

Major Care 80% 80%
Bridges and Dentures
Orthodontia 60% 60%
Limits: Child(ren)
Annual Maximum Benefit $2000.00 $2000.00
Lifetime Orthodontia Benefit $2000.00
Dependent Age Limits 26
Genetic Testing and Surgical Procedures for High Risk Patients –
Genetic Testing
The appropriateness of genetic testing must be demonstrated in medical records which identify the patient as having a strong family history of breast cancer and/or ovarian cancer.
Family history is defined by any of the following criteria:
• Multiple relatives are affected;
• Relatives including self were diagnosed at comparatively younger ages than is typical (prior to age 50);
• Relatives have multiple primary cancers;
• There is an autosomal dominant pattern that indicates that the patient is in a common genetic path with her affected relatives.

Results
A patient in any of the following circumstances may be considered high risk:
• A mutated BRCA gene found by genetic testing;
• Lobular neoplasia (fluid type 2), also referred to as LCIS or lobular carcinoma in situ (this pertains to removal of the uninvolved breast);
• Atypical lobular hyperplasia, type 1.

Further Treatment
Prophylactic surgery and reconstruction when results of the genetic test BRCA I or BRCA II confirm**s** the mutation of the gene will be covered. This will include a prophylactic mastectomy or oophorectomy.
Such coverage will be subject to annual deductibles and coinsurance provisions as may be deemed appropriate and as are consistent with those established for other benefits under the Plan or coverage.
Non Covered Conditions
BRCA I and BRCA II testing will be covered one time per lifetime and will not include a second level of testing.
BRCA testing for covered individuals performed primarily for the medical management of other family members that are not covered under the Plan is not covered.
Tissue samples from other family members not covered under the Plan may be required to provide the medical information necessary for the proper care of the covered member.
Vision Examinations
• Limited to one exam every 12 months
• 100% up to $50.00 per year

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

• Lenticular Lenses – 100% up to $100.00

Frames
• Limited to one set each 12 months
• 100% up to $75.00

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

HOME HEALTH AND HOSPICE CARE

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

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

We do not pay Home Health Care Services for:

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

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

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

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

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

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

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

APPENDIX J

COMPLAINT FORM

JAMES A. GARFIELD SCHOOLS

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

_____

_____

_____

_____

_____

_____

Name (Complainant) _____
Signature

Address _____

_____

Telephone Number _____

Employee complaint is against: _____

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

APPENDIX K

CONTINUING CONTRACT NOTIFICATION

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

Name_____ Building_____

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

_____
Signature

APPENDIX L

HEALTH RETIREMENT ACCOUNTS (HRAs)

1. The Board shall adopt a Health Reimbursement Account Plan (the "HRA Plan") for the benefit of the retiring teachers and their spouses and dependents. The terms of the HRA Plan shall apply notwithstanding any contrary provisions in this Agreement or Board policy.

2. Participation in the HRA Plan shall be available for any teacher who meets all of the following requirements:

   a. The teacher retires and is thereby entitled to severance pay in accordance with the provision of Article 24 of this Agreement.
   b. At this time of the teacher's retirement, the teacher has at least five (5) years of service with the Board and is entitled to a payment of severance pay in an amount that is not less than the value of twenty-five (25) days of accumulated sick leave.

3. The terms of the HRA Plan shall include the following:

   a. If a retiring teacher is a participant in the HRA Plan, in lieu of the teacher receiving a cash payment of up to fifty percent (50%) of the severance pay that is otherwise payable to the retiring employee pursuant to Article 24 of this Agreement, a credit shall be made to the participant's account under the HRA Plan in an amount up to fifty percent (50%) of the amount of the teacher's severance pay that is otherwise payable to the retiring employee pursuant to Article 24 of this Agreement.

   b. If the retiring teacher is a participant in the HRA Plan, in lieu of the teacher receiving a cash payment of up to fifty percent (50%) of any applicable incentive pay that is otherwise payable to the retiring employee pursuant to Article 30 of this Agreement, a credit shall be made to the participant's account under the HRA Plan in an amount equal to up to fifty percent (50%) of the amount of the teacher's severance pay that is otherwise payable to the retiring employee pursuant to Article 30 of this Agreement.

   c. Credit designation must be made sixty (60) days prior to retirement and shall be made to the participant's account under the HRA Plan within the time frames described in Article 24 of this Agreement regarding the payment of severance pay and Article 30 of this Agreement regarding the payment of incentive pay.

4. Based upon the amounts credited to a participant's HRA account, the participant and his or her spouse and dependents may be reimbursed for the following types of his/her health care expenses:

   a. Premiums for the purchase of health care insurance (including amounts paid for coverage under the STRS or another retirement system health care plan).

   b. Unreimbursed medical expenses, vision expenses, and dental expenses including deductibles and co-payments under an individual policy, STRS, or another retirement system health care plan, or the plan of another employer.

   The amounts credited to a retiree's account may be carried over to subsequent years and shall not be subject to forfeiture, except upon the death of the retiree and his or her surviving spouse and dependents. The Board is permitted to establish a plan document for the HRA Plan that will be designed to comply with the requirements of all applicable laws, including the federal tax laws. The Board is permitted to hire a third party administrator to manage the arrangement and to charge the administration fees of the third party administrator to the accounts of the retirees. Neither the Board, nor the GEA, guarantees any tax results association with the HRA Plan.

APPENDIX M

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the James A Garfield Local School Board of Education ("Board") and the Garfield Education Association ("GEA" or "Association") on this 5th day of April 2019 ~~2018~~ in order to address the offering of online classes for students at Garfield High School.

WHEREAS, the Board and the Association are parties to a collective bargaining agreement ("Master Agreement") in effect July 1, 2018 ~~2015~~ through June 30, 2019 ~~2018~~; and

WHEREAS, the parties are presently in negotiations for a successor agreement; and,

WHEREAS, the parties recognize that the district is facing loss of funding due to students' need for online school format for students who have been removed from the district due to circumstances rendering traditional educational formats at the district impractical; and,

WHEREAS, the District is desirous of implementing online courses to retain such students; and,

WHEREAS, the Association is desirous of maintaining classroom populations; and, WHEREAS, the parties desire to clarify this conflict in the way that retains the highest fidelity to the terms of the Master Agreement and the principles of efficiency;

NOW THEREFORE, the parties agree to the following:

1. The offering of online coursework will be made only when traditional formats are not possible as in instances of behavior or last chance agreements such as with expulsions held in abeyance, ~~instances where truancy has led to expulsion~~, **CREDIT RECOVERY, FIFTH YEAR SENIORS, CCP COURSES** or when temporary medical emergencies do not allow for a tradition formats to be possible.

2. The District will not utilize online courses to replace or eliminate teachers.

3. Whenever possible, Association members will be used and paid for the work associated with the online classes and such positions will be posted for Association members in accordance with the terms of the Master Agreement.

4. A bargaining unit member, mutually agreed upon by the District and the Association, will be the contact with students participating in the online program, and as such will monitor progress.

5. The District will meet monthly with representatives of the Association to provide a count of student participants, student progress, discussion of student situations where the online offering may be warranted, and to respond to Association input. ~~No more than four students~~

~~shall be included in the program at any time.~~ **NO MORE THAN NINE(9) STUDENTS SHALL BE ENROLLED IN THE SAME ONLINE COURSE, WITH A CAP OF FIFTEEN (15) TOTAL IN THE PROGRAM AT ANY TIME.**

6. This Memorandum of Understanding will ~~expire at midnight on June 30, 2018~~ **WILL BE REVIEWED AT THE NEXT NEGOTIATIONS SESSION.**

7. This Memorandum of Understanding shall be deemed effective upon ratification by the parties' respective memberships.

8. This Memorandum of Understanding represents the entire agreement of the parties regarding the matters addressed herein and no other agreement shall be deemed valid or in effect except as shall have been reduced to writing and duly ratified by the parties.

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

FOR THE BOARD:

Superintendent

Negotiating Team Member

FOR THE ASSOCIATION:

Association President

Negotiating Team Member

Side Letter

In order to address certain issues relative to required administrative coverage of sporting events and the coordination thereof, the parties agree to the following:

1. The current Athletic Manager, John Bennett, will be permitted to continue to hold that supplemental position at 20%, without restriction on his ability to coach cross-country and track, until such time as he resigns from the position. The meeting described in Paragraph 3 below will take place between Mr. Bennett, the Superintendent, the Athletic Director, and an Association officer each year prior to the beginning of the Fall sports season for each year in which Mr. Bennett continues to hold the Athletic Manager position to identify and resolve potential scheduling conflicts.

2. Once the current Athletic Manager resigns from the position, the position of Athletic Manager, currently filled at 20%, will be posted and filled as two (2) separate positions, one each for the fall and winter seasons, posted and filled at 10%. Upon this paragraph becoming effective, the Supplemental Salary Schedule in Article 29 will be amended to reflect that there would be two (2) Athletic Manager positions (Fall & Winter) each at 10%.

3. Once the position shifts to two (2) positions posted and filled at 10% each, the most senior individual applying for the position(s) will, prior to hire, meet with the Superintendent, the Athletic Director, and an officer of the Association to identify potential schedule conflicts and determine, mutually, whether such conflicts can be satisfactorily resolved. If the identified conflicts cannot be satisfactorily resolved, the next senior bargaining unit member who has applied will be invited to participate in the same type of meeting.

FOR THE BOARD:

FOR THE ASSOCIATION: