

THE GARFIELD HEIGHTS CITY SCHOOLS BOARD OF EDUCATION

AND

GARFIELD HEIGHTS TEACHERS' ASSOCIATION

An affiliate of the National Education Association;

the Ohio Education Association;

the Northeast Ohio Education Association

NEGOTIATED AGREEMENT

JULY 1, 2018 THROUGH JUNE 30, 2020

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## PREAMBLE

The Board of Education of the Garfield Heights City Schools and the Garfield Heights Teachers Association recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their community is a joint responsibility. The effective discharge of that responsibility requires cooperation between the board, superintendent, administrative staff, and the teaching staff. To achieve mutual goals, relationships between these groups must be established and maintained on the basis of their common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the superintendent, the administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experiences, and judgment of the other in resolving matters of mutual concern which affect the quality of the educational program.

It is the purpose of this Agreement to establish such relationships between the Board of Education, hereinafter referred to as the Board, and the Garfield Heights Teachers Association, hereinafter referred to as the Association, and to set forth an orderly procedure for the consideration and resolution of matters of mutual concern. The content of the Agreement is to be the understanding heretofore reached between the Association, an affiliate of the National Education Association, the Ohio Education Association, and the North East Ohio Education Association and the Board.

## ARTICLE I - RECOGNITION

### 1.1 RECOGNITION

- 1.11 The Association shall represent all certified teachers of the Garfield Heights City Schools. The Board recognizes that the Association is solely responsible for association activities.
- 1.12 The Association is recognized as the sole and exclusive representative for the bargaining unit as set forth below for all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.
- 1.13 As used in this Agreement, the term "teacher" and the bargaining unit covered by this Agreement are defined as: all classroom teachers, librarians, guidance counselors, speech and hearing therapists, psychologists, department chairpersons, and any and all others holding certificates/licenses from the Ohio Department of Education. The superintendent, assistant superintendent(s), principals, other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Board recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 O.R.C.
- 1.14 The rights of the Association as set forth in this Agreement are continuous unless challenged pursuant to O.R.C. 4117 and the Rules and Regulations of the State Employment Relations Board (SERB).

## 1.2 RECOGNITION OF BOARD

- 1.21 The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Garfield Heights City Schools and as the employer of teachers of the school system.
- 1.22 Should the Board be presented with an O.R.C. §3302.061 innovation school plan from one of its schools, the Union President will be notified and given a copy of the plan at least sixty (60) days prior to the building staff vote. O.R.C. §3302.064 will only be recognized if it is in effect and enforceable.

## ARTICLE II - NEGOTIATIONS PROCEDURES

### 2.1 NEGOTIATING PROCEDURES

#### 2.11 Directing requests

- 2.111 Either the Board or the Association may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the Association President, on behalf of the Association, not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration of this Agreement. The party initiating negotiations will notify the SERB with a copy of the existing Agreement, copying the other party with such communication.

#### 2.12 Negotiation Meetings

- 2.121 The first negotiations session will be held within fifteen (15) days of the date on which the notice to negotiate was filed by either party and the parties will submit in writing their proposals at this first negotiations session; and thereafter, additional items shall not be submitted by either party unless the other party consents thereto. The timeframe for the first negotiation session will be extended upon mutual agreement of both parties to a mutually chosen date.
- 2.122 Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation, which if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listing of items for negotiation shall constitute a clear failure of compliance with this requirement and may be disregarded. Dates mentioned in any of the articles of this Agreement may be extended by mutual consent. Both parties may agree to a collaborative style of negotiation.
- 2.123 Further meetings shall be held at the request of either party involved. Meetings shall be scheduled with the least interruption of school schedules. Meetings shall be in executive session unless otherwise mutually agreed upon by both parties.
- 2.124 Other rules for conducting negotiations procedures which are deemed necessary and not covered by this Agreement shall be discussed and agreed upon at this first session.

2.13 Negotiation Time Limits

- 2.131 Items under negotiation must be resolved to the mutual satisfaction of both parties within forty-five (45) calendar days prior to the expiration of this Agreement.

2.14 Definitions

- 2.141 "Negotiable Items" are all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing collective bargaining agreement.

- 2.142 "Good Faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good Faith requires that the Board and/or the Administration and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one party, that party is obligated to give its reasons or offer counter-proposals. Good Faith requires parties to recognize negotiations as a shared process. The obligation of the Board and/or the Administration and the Association to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

2.15 Representation

- 2.151 The Board or its designated representatives shall meet with the Association or its designated representatives to negotiate in good faith. Each team shall limit its representation to five (5) members unless otherwise agreed upon at the first meeting. The Union may also have an OEA representative on its negotiation team, in addition to the five (5) members of its team. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted or will obtain all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Upon mutual agreement of the Union and Board negotiation teams, each team may identify one (1) observer for its side, at a time, who may attend negotiation sessions. An observer means a person who observes the negotiation process, but does not participate in negotiation table discussions.

2.16 Assistance

- 2.161 Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings.

2.17 Information

- 2.171 The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with

this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

## 2.2 WHILE NEGOTIATIONS ARE IN PROGRESS

### 2.21 Caucuses

- 2.211 The chairperson of either group may caucus his/her group for independent discussion at any time. Caucuses shall be for a period of time mutually agreed upon at the time caucus is requested.

### 2.22 Protocol

- 2.221 No action to coerce, censure, or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

### 2.23 Item Agreement

- 2.231 As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be binding until all items are initialed.

### 2.24 Schedule of Meetings

- 2.241 An initial calendar of five (5) meetings shall be established at the first meeting. Provided the parties have not reached a final tentative agreement, from the fifth meeting forward, each meeting shall include a decision on an agreed time and place for the subsequent meeting.

## 2.3 AGREEMENT

- 2.31 When final agreement is reached through negotiation, the outcome shall be reduced to writing, signed, and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the agreement shall be signed by both parties. No provisions of the resulting Agreement shall discriminate against any teacher regardless of membership or non-membership in the Association. The negotiating teams for the Association and Board will present any final tentative agreement in good faith to their respective constituents.

## 2.4 MEDIATION

- 2.41 At any time during the bargaining process either side may request, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. If the Service cannot furnish a mediator, the parties shall select a mediator; but if the parties cannot agree upon a mediator within five (5) days of refusal of Federal Mediation to mediate, the mediator shall be selected through the American Arbitration Association pursuant to its rules. The mediator shall have no power to impose a settlement on either party, or to in any way bind either

party to agreement on any issue. The cost of a mediator, if any, shall be shared equally by the Board and the Association.

- 2.42 It is agreed that the foregoing procedure shall represent the parties' alternate procedure for negotiations and impasse as authorized under O.R.C. Section 4117.14 and that the parties shall, at the outset of negotiations, and in any case not less than fifty (50) days prior to the expiration of this Agreement, notify SERB of this alternate procedure and their intention that it controls in lieu of the procedure under O.R.C. Section 4117.14 and shall supply SERB with a copy of this Agreement at that time, unless a copy has been supplied pursuant to this Negotiated Agreement

2.5 WORK STOPPAGE

- 2.51 In the event no agreement has been reached and approved prior to the expiration of the current contract, the Association will be free to engage in a work stoppage, unless the Board and the Association have mutually agreed in writing to an extension. The Association, in the event it determines to engage in work stoppage, shall be obliged to provide the Board with at least ten (10) full days prior written notice of its intention, which notice must state the specific date and hour upon which the work stoppage will commence. In the event of a work stoppage, the Board will have all such rights and remedies as are afforded by the laws of the State of Ohio.

2.6 IN-TERM BARGAINING

- 2.61 Neither party shall have the duty to bargain on any matter during the term of this Agreement unless such duty is specifically set forth herein or required by law. If during the term of this Agreement, the parties mutually agree to reopen any provision of this Agreement, or if in-term bargaining is required under Ohio Revised Code Section 4117.08 or by reason of a determination resulting from expedited arbitration as provided herein, the parties shall meet and bargain in good faith at a mutually convenient time commencing within ten (10) workdays of a request by either party or within ten (10) days of a determination resulting from expedited arbitration as provided herein.

Mediation with the assistance of Federal Mediation and Conciliation Service or American Arbitration Association of unresolved permissive issues shall be undertaken by the parties at the request of either party, however the Board need not retain the status quo during this process. Bargaining of permissive issues under this provision shall not thereby constitute such issue to be a mandatory subject of bargaining. Should the expedited arbitration process determine that the issue constitutes a mandatory subject of bargaining, or should the parties stipulate that the issue constitutes a mandatory subject of bargaining, and if agreement is not reached within forty-five (45) days of the commencement of negotiations and including a period of thirty (30) days of assistance by Federal Mediation and Conciliation Service or American Arbitration Association, if the Board determines to change the status quo either during or at the close of that process, then the Garfield Heights Teachers Association has the option to declare the expiration of the entire agreement and

to take such steps as are available to the Garfield Heights Teachers Association under Ohio Revised Code Section 4117.14 (D) (2).

Should a dispute arise over whether bargaining is required or mandatory under law, such dispute shall be submitted to final and binding expedited arbitration under applicable rules of the American Arbitration Association. The parties shall expedite such proceeding for hearing at the earliest feasible time. Notwithstanding the foregoing, a party may seek court intervention to prevent delay based upon sufficient proof that the issue is a mandatory subject of bargaining and that neither expedited arbitration nor any other available remedy will be adequate. The losing party shall pay the costs of the arbitrator or court costs.

### ARTICLE III - RIGHTS AND RESPONSIBILITIES

#### 3.1 ASSOCIATION RIGHTS

- 3.11 Whenever this section pertaining to Association and teacher rights calls for approval of the superintendent or principal, it is agreed that such required approval shall not be unreasonably denied.

#### 3.2 TRANSACTION OF BUSINESS

- 3.21 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times and after checking in with the principal and stating the reason for the visit and obtaining the approval of the principal. However, disturbing of a teacher who is in the process of conducting a class shall be prohibited.
- 3.22 The president of the Association, shall have an on-call period each day during which he/she can conduct business of the Association. The president shall be permitted to use this time to travel to other buildings or anywhere else necessary to conduct Association business.
- The vice president of the Association shall be provided release time as needed to attend grievance or labor management meetings or professional behavior conferences, as approved by the Assistant Superintendent.
- 3.23 The Administration will allow the Association, an opportunity to meet with new teachers during the orientation program prior to the start of school.
- 3.24 The Association shall have the privilege of sending official delegates to the OEA, NEA, and NEOEA conventions and/or workshops. All costs should be assumed by the Association. Released time for the purpose of attending conventions and/or workshops held on school days shall be granted solely to official delegates of the Association, OEA, NEA, or NEOEA, and shall not exceed twelve (12) school days in the aggregate. The cost of substitute teachers for the first six (6) days for these delegates will be assumed by the Board. The cost of substitute teachers for the remaining six (6) days will be assumed by the GHTA.

- 3.25 The third Wednesday of each month shall be recognized as Association meeting night, and all teachers, except those who have duties at such time, shall be free to attend these meetings after the end of the scheduled teacher workday. The Board and Administration shall make every effort to refrain from scheduling any other school meetings on that day.
- 3.26 The building representatives may call, with the approval of the principal for room usage, meeting of Association members within the building but not on school time or in conflict with other scheduled meetings.
- 3.3 USE OF SCHOOL BUILDINGS
- 3.31 The Association and its representatives shall be permitted, with the approval of the principal for room usage, to use school buildings at times when those buildings are open, provided that when custodial service is required, the Board will recover its costs from the Association. No charge shall be made for use of school rooms when a school building is open during a school day.
- 3.4 BULLETIN BOARD SPACE
- 3.41 The Association shall be permitted, with the approval of the building principal, to post notices of its activities and matters of Association concern on a bulletin board, at least one of which shall be provided in each school building.
- 3.5 INTERNAL COMMUNICATIONS
- 3.51 Use of Inter-School Mail - The Association shall be permitted to use the district's regular inter-school mail service (teacher mailboxes) for communications to teachers, on condition that a copy of such communication is delivered to the principal before use is made of the mailboxes.
- 3.52 Board E-Mail System - The Association acknowledges communications on Board e-mail are not confidential and may constitute a public record.
- 3.6 BOARD AGENDA
- 3.61 The president of the Association or his/her designee shall be furnished an agenda and all exhibits which are or shall become part of the public record, at the end of the school day on the day of any regularly scheduled Board Meeting.
- 3.7 PRINTING OF AGREEMENT
- 3.71 This Agreement and any amendments to this Agreement will be posted on the District website.
- 3.8 PAYROLL DEDUCTIONS
- 3.81 The Association, for its members, shall have the sole and exclusive privilege of payroll deductions for its dues and those of its affiliates. The teachers shall have direct deposits, payroll deductions for credit union deposits, federal, state and city income tax, tax-sheltered annuity savings, state retirement funds, and other items mutually agreed upon.

Association dues deductions, credit union deposits, and tax-sheltered annuity savings deductions shall be transferred to the proper organization within five (5) calendar days of the date that the deduction is made from the teacher's paycheck.

- 3.82 In the event a bargaining unit member's employment is voluntarily or involuntarily terminated or the member takes an unpaid leave of absence, the balance of the annual dues not deducted during the year will be deducted from the last pay by the district Treasurer, should sufficient funds be available and provided the member signed a payroll deduction authorization agreeing to said deduction.
- 3.83 A bargaining unit member who informs the District Treasurer of his/her intention to drop his/her GHTA membership, the District Treasurer shall provide the name(s) of the bargaining unit member(s) within five (5) days of stopping payroll deduction for the bargaining unit member(s) to the GHTA Treasurer.

3.9 PERSONNEL FILE

- 3.91 A personnel file of all teachers shall be maintained in the office of the Board. This shall be considered the official file of recorded information of teachers maintained by the Board and Administration.
- a. All material to be placed in an employee's personnel file that may be construed as critical of an employee shall be read and signed by the employee. Such signature merely acknowledges the employee has read the material to be filed and does not necessarily indicate agreement with its content. If an employee refuses to sign, the Administrator and an Association representative will note that on the document before it is filed. The employee shall have the right to rebut any material filed and such rebuttal shall be attached to the file copy.
  - b. Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.
- 3.92 Teachers shall have access to their personnel file upon request. A representative of a teacher shall be given access to the file of said teacher upon presentation of written authorization from the teacher, including the signature of said teacher. Requests of teachers to have access to their personnel files shall be handled by the superintendent or his/her designee.
- 3.93 Members of the administration authorized to use personnel files of teachers shall be limited to the superintendent, directors, and building principal directly related to those teachers and other administrators who are responsible for directing the professional services of teachers.
- 3.94 Information in the personnel file may be removed upon mutual agreement of the teacher and the administrator making the entry or the superintendent if said administrator is not at such time an employee of the District. Any information removed from a personnel file will be handled in accordance with state law.

- 3.95 Items that may be maintained in the personnel file of teachers shall, among other things, be:
- a. Official transcripts of college work.
  - b. Copy of certification authorized by the State Department of Education.
  - c. Copies of Evaluation Reports.
  - d. Record of employment, including assigned duties, regular and supplemental, years of service in the District, and other related information.
  - e. Copies of contracts of employment with the Board.
- 3.96 Letters of recommendation and other related information used for initial employment are items not to be retained in personnel files or maintained by the Board or Administration once the teacher has obtained tenure. All references and credentials marked confidential shall remain as stated, unless otherwise required by law.

3.10 PROFESSIONAL BEHAVIOR

- 3.101 All conferences concerning professional behavior shall be in private. A GHTA Representative of the Association member's choosing shall be present at all such meetings that may lead to disciplinary action, unless the Association member signs a written refusal of Association representation. Any subsequent session shall be held as soon as practicable.
- 3.102 The Board and Association agree that discipline of bargaining unit members will be for good and just cause, implementing due process and the principle of progressive discipline as delineated herein.

Disciplinary action shall be commensurate with the teacher's offense and normally shall be progressive in nature. However, the parties recognize that some more serious offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.

Allegations which would lead to discipline shall be brought to the attention of GHTA in a timely manner under the circumstances.

*Progressive Discipline:*

- A. The administration may take disciplinary action against any teacher for good and just cause. In the case of a serious infraction Progressive Discipline can begin at any step.
- B. The administration will strive to use the following steps of Progressive Discipline:
  - Verbal Warning. (It is expected that most cases will be disposed of by a verbal warning, without further disciplinary action.)

- Written Warning (Written warning shall be expunged from the personnel file after five (5) years, upon written request by the employee, provided no similar incidents have occurred.)
  - Suspension with Pay
  - Suspension without Pay (no more than five (5) days)
  - Termination. Only the Superintendent may recommend termination to the Board which may only terminate in accordance with the procedures of ORC 3319.16 and 3319.161.
- C. Discipline may be appealed utilizing the grievance procedure in Article IV, within thirty (30) days of the disciplinary action. In the event a grievance is filed on a suspension without pay, the suspension shall be held in abeyance until after the grievance process has been completed.

The Board may utilize plans of assistance or require additional training as part of the disciplinary process.

### 3.11 INDIVIDUAL RIGHTS

- 3.111 The Board's policy of nondiscrimination extends to teachers and applies to race, color, national origin, ancestry, citizenship status, religion, sex, economic status, age, disability, military status or sexual orientation.
- 3.112 Teachers have the right to participate in professional and civic organizations for their personal benefit and interest.
- 3.113 Teachers have the right to exercise their constitutional right of political involvement without fear of reprisal or discipline in any form.
- 3.114 The Board shall not adopt or enforce policies which will invade the privacy or dignity of the teacher.
- 3.115 Teachers shall abide by the Board policies, their individual contracts, and the provisions of this negotiated agreement.
- 3.116 Teachers called to serve on juries will receive full compensation provided written proof of length of duty from the bailiff of court is presented to the superintendent or his/her designee. Time served for jury duty will not be charged to sick leave or personal leave.
- 3.117 There will be no reprisals taken against any teacher by reason of his/her membership in the Association.

### 3.12 PAYCHECKS

3.121 Teachers employed on a full contract year basis will be paid in 26 pays. Payment will be made on every other Friday, except for a contract year with 53 Fridays.

3.122 A teacher's per diem rate shall be used when calculating extended time contracts.

3.123 All employees must receive payment through direct deposit.

### 3.13 FAIR DISMISSAL

3.131 Definition of Fair Dismissal. The Board may non-renew a limited contract teacher or dismiss a teacher during the term of their contract only after fair practices and due process have been followed.

3.132 The procedure for fair dismissal during the term of a contract shall follow the procedures set forth in O.R.C. Section 3319.16 and 3319.161.

3.133 The procedure for fair dismissal of a non-renewal shall follow the procedures set forth in O.R.C. Sections 3319.11 and 3319.111.

a. Prior to the Board's serving written notice to non-renew a limited or extended limited teaching contract (on or before June 1st), a minimum of three observations must have been completed by an administrator.

b. A teacher who receives written notice of the Board's intention to non-renew has the right to

1) Request a written statement which describes the circumstances leading to the decision to non-renew;

2) Request a hearing with the Board;

3) An appeal to the Court of Common Pleas.

c. Both the Board and any teacher who receives written notice of the Board's intention to non-renew shall comply with the time lines and requirements as set forth in 3319.11 of the O.R.C.

3.134 No reprisals of any kind will be taken by the Board, the Administration, any teacher, or by the Association against any party by reason of participation in the fair dismissal procedure.

### 3.14 STUDENT DISCIPLINE

3.141 The Board recognizes its legal responsibility to give all reasonable support and assistance with respect to the maintenance of control and discipline in the classroom.

3.142 It is recognized that discipline problems are less likely to occur in reasonably sized classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics.

- 3.143 No teacher is ever required to tolerate an act of gross misconduct, flagrant discourtesy, abusive and vile language, acts of violence, deliberate insubordination and/or repetitious misbehavior by a student. The Board of Education shall provide support and protection for students and teachers in controlling and disciplining students.
- 3.144 When a pupil is sent to the office for disciplinary reasons, the teacher shall communicate in writing the reason for his or her being sent and what action has been taken prior to the referral. The employee has the right to remove a student who disrupts the academic process in conjunction with the established building procedures. Upon making such removal, the employee shall immediately notify the appropriate office of the reason for the removal. As soon as practical after making such a removal, a referral form regarding the incident shall be submitted to the immediate supervisor. A student removed from a classroom shall not be allowed to return to that same employee's classroom until administrative review of the situation. All referrals shall be returned, with administrative comments, to the employee within two (2) work days, unless extenuating circumstances exist. Nothing within this section is intended to diminish or interfere with the discretion of the administrator's decisions regarding student disciplinary matters.
- 3.145 Principals will provide annual opportunity for interested and concerned teachers to discuss student rules and regulations with building administration. Time and place arrangements will be established to the mutual agreement of the building association representative and the administration.
- 3.15 FAIR SHARE FEE – This section is null and void as a matter of law based on the Supreme Court decision in *Janus v. AFSCME, Council 31*, 585 U.S. (2018) and will not be implemented, but is preserved should the law change in future years.
- 3.151 Notification of Fair Share Fee- The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 3.152 Notification of the Amount of Fair Share Fee- Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about December 1 of each year during the term of this Contract for the purposes of determining amounts to be payroll-deducted each month from January through August and the employer agrees to promptly transmit all amounts deducted to the Association.
- 3.153 Schedule of Fair Share Fee Deductions- Payroll deduction of such fair share fees shall begin at the second payroll in January except that no fair share fee deductions shall be made from bargaining unit members employed after January 1 until their second paycheck. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the

former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

- 3.154 Transmittal of Deductions- The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 3.155 Procedure for Rebate- The Association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- 3.156 Entitlement to Rebate- Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Association.
- 3.157 Indemnification of Board- The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board of any cost or liability incurred as a result of the implementation and enforcement of this provision provided, including payroll deduction, that:
- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the Board;
  - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
  - d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- 3.16 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE
- 3.161 The association and the administration will provide representatives to the Local Professional Development Committee in accordance with that committee's bylaws the majority of which are association members elected by GHTA membership.

### 3.17 BUILDING LEVEL LABOR RELATIONS COMMITTEE

The Board of Education of the Garfield Heights City School District and the Garfield Heights Teachers Association believe that students of the District are best served by productive, meaningful, and collaborative labor relations at a building level.

The GHTA building representative and Principal at each school shall establish a labor relations committee. The committee shall be comprised of (a) the GHTA building representative and no more than two (2) other building certified staff designated by the GHTA building representative (which the GHTA shall ensure are elected in their buildings for three year terms); and (b) the Building Principal and no more than two (2) other administrators designated by the Principal.

The purpose of the committee is to address building level issues that are not contractual in nature and to foster positive working relationships. The committee will meet at minimum, once a quarter, during the school year and at other times as may be set by the committee. The committee is advisory in nature and shall not diminish the authority of the Building Principal.

## ARTICLE IV - GRIEVANCE PROCEDURE

### 4.1 PURPOSE

- 4.11 The Board and the Association agree that in any organization unobstructed communication channels are an important asset. An effective functioning grievance procedure contributes directly to improved communication channels.

### 4.2 DEFINITION

- 4.21 A "Grievance" is a claim initiated by a teacher or the Association that there has been a violation, a misinterpretation, or misapplication of the Negotiated Agreement, or the teacher's handbook (Superintendent's Manual), or in written Board policies previously or subsequently adopted by the Board pertaining to salaries, hours, or employment conditions or disciplinary action taken under such policies or rules of the Board and shall be processed as a grievance.
- 4.22 "Day" shall mean actual teacher working days.

### 4.3 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

- 4.31 A teacher grievant shall be represented at any and all steps of the grievance procedure by the Association or its affiliates or by the Association's counsel.
- 4.32 The Association President shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on Grievance Form (contained within this Article) setting forth the decision and the reasons therefore, and will be transmitted promptly to all interested parties and the administrator involved.

- 4.33 The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association, or its officers, or any member of the Board, or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
- 4.34 A grievance that affects more than one teacher may be filed on behalf of all affected teachers.
- 4.35 All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- 4.36 All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides. Each hearing shall have provision for: Initial presentation of grievant's case, presentation of Administration's case, and final summaries. Both parties may jointly agree to waive the holding of a hearing at Levels I, II, or III.
- 4.37 If the Association Executive Committee and or GHTA Grievance Committee chooses not to pursue a grievance to the next step, the grievance shall be considered resolved based upon the disposition made at the preceding step, even in the event the grievance was filed by an individual who desires to move the grievance to Level II or Level III.
- 4.4 TIME LIMITS
- 4.41 The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest. All grievances shall be filed no later than one hundred eighty (180) workdays after the grievant knew or reasonably should have known about the facts giving rise to the grievance.
- 4.42 If a formal grievance (Level II) is not filed within 10 days after the decision has been rendered at the informal level, the grievance shall be considered waived.
- 4.43 If the decision on a Level II or Level III grievance is not appealed within (10) days after a decision has been rendered, the grievance will be deemed settled on the basis of disposition at that step and further appeal through the grievance procedure shall be barred.
- 4.44 Failure at any level by an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- 4.45 In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term or the commencement of the Christmas or spring recess, further attempts at resolution shall be postponed until the beginning of the new school term or the return to school following the recess, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next term.

- 4.46 The temporary absence of the grievant or of a principal, immediate supervisor, or the superintendent shall toll the running of the days during the absence of such grievant, principal, immediate supervisor, or superintendent.
- 4.47 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
- 4.5 GRIEVANCE PROCEDURE
- 4.51 Level I: (Informal)
- 4.511 If a teacher believes there is a basis for a grievance, the teacher must first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the problem informally.
- 4.52 Level II: (Formal)
- 4.521 If the grievant is not satisfied with the results of Level I or is unable for cause beyond his/her control to discuss the matter with his/her principal or immediate supervisor within the time limit prescribed in this Article, he/she may begin formal procedure by submitting the formal grievance on the Grievance Form (contained within this Article) to his/her principal or immediate supervisor during a meeting at which time the specific issues in the grievance shall be discussed. Within five (5) days of receipt of the form the principal or immediate supervisor shall make a written decision, Grievance Form (contained within this Article). The decision reached at this meeting will be recorded in Level II of the Grievance Report Form and signed by both parties.
- 4.53 Level III: (Formal)
- 4.531 If the grievant is not satisfied with the results of Level II, he/she may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her designee during a meeting at which time the specific issues in the grievance shall be discussed. The grievant (or Association) will provide the alleged contractual violation(s), a statement of the grievance, and the remedy sought. Within five (5) days of receipt of the form, the superintendent or his/her designee shall make a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form and signed by both parties.
- 4.54 Level IV: (Formal)
- 4.541 If the Association is not satisfied with the disposition made in Level III, then the Association may request a hearing by an arbitrator. The selection of an arbitrator shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association (AAA) in accordance with its procedure. The person so selected shall have the necessary hearing promptly. Decisions of the arbitrator shall be final and binding. Costs for the services of the AAA and of the arbitrator shall be paid by the losing party. In case

of split decisions, each party will pay a proportionate share. Each party shall pay the costs of its own witnesses and presentation.

4.55 Optional Level: FMCS Mediation

- 4.551 The Association and District may mutually agree to add a Level after proceeding to Arbitration under Level IV: FMCS Mediation. In this situation, the parties shall mutually notify FMCS and secure an FMCS Mediator to convene a mediation session for the parties to explore whether an amicable resolution of the Grievance is possible. The Association and District agree that a Level IV arbitration will be held in abeyance if the parties agree to FMCS Mediation under this section. If either party no longer desires to mediate the matter or mediation is unsuccessful, the arbitration will be promptly scheduled.
- 4.552 An FMCS mediation session under this section shall be held at a date, time, and location which is mutually agreed upon by the Superintendent and Association President.
- 4.553 The Association and Board may agree to use this optional level prior to initiating any unfair labor practice or lawsuit in state or federal court against the other respective party.

[NOTHING FURTHER ON THIS PAGE]

**GRIEVANCE FORM**

Grievance No. \_\_\_\_\_

Grievant(s): \_\_\_\_\_

☐ GHTA confirms this is a class action grievance.

Building(s): \_\_\_\_\_

Date of incident(s): \_\_\_\_\_

Date informal meeting held with principal: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What section(s) of the contract do you believe have been violated? \_\_\_\_\_

\_\_\_\_\_

What is the resolution you request? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Greivant(s)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of GHTA Grievance Representative

Date: \_\_\_\_\_

Date of filing at Level II: (to be completed by principal): \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

\*\*\*\*\*

Grievance No. \_\_\_\_\_

Level II Decision: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal Date: \_\_\_\_\_

Date Level II decision provided to grievant: \_\_\_\_\_

\_\_\_\_\_  
Signature of Greivant(s) Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of GHTA Grievance Representative Date: \_\_\_\_\_

\*\*\*\*\*  
Grievance No. \_\_\_\_\_

The grievant was not satisfied with the results of Level II and submits this grievance at Level III.

\_\_\_\_\_  
Signature of Greivant(s) Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of GHTA Grievance Representative Date: \_\_\_\_\_

Date of filing at Level III(: (to be completed by superintendent/designee): \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/designee  
\*\*\*\*\*  
Grievance No. \_\_\_\_\_

Level III Decision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal Date: \_\_\_\_\_

Date Level III decision provided to grievant: \_\_\_\_\_

\_\_\_\_\_  
Signature of Greivant(s) Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of GHTA Grievance Representative Date: \_\_\_\_\_

\*\*\*\*\*

## ARTICLE V - PROFESSIONAL COMMUNICATIONS

- 5.1 It is recognized that the President of the Association plays a vital role as a leader and official representative of the teachers. The President is encouraged to communicate matters of concern to the Administration as the need arises.
- 5.2 In the spirit of collaboration and maintaining open lines of communication between the Board and the Association, there shall be a Labor Relations Committee comprised of the Superintendent or his/her designee for a total of no more than five administrators and the Association President or his/her designee for a total of no more than five Association members. The purpose of the Labor Relations Committee is to address district issues that are not contractual matters and have not been initially resolved at the building level. By mutual agreement, the Labor Relations Committee may invite other persons to attend the meeting to address specific issues.

The Labor Relations Committee shall meet a minimum of once a semester, unless otherwise requested by either the Superintendent or Association President. The agenda for each meeting shall be mutually set by the Superintendent and the Association President at least 5 days before each meeting and provided to each Committee member. At the first meeting each school year, the Labor Relations Committee will adopt ground rules, which can include a calendar of meetings for that school year and responsibility for maintaining minutes, and may invite the Federal Mediation Conciliation Service to provide labor management training.

## ARTICLE VI – CALENDAR

### 6.1 INSTRUCTIONAL TIME

The school calendar will be based on the following number of days:

Up to 180 days of instruction (or equivalent # of hours)  
At least 5 days of Teacher Professional Development  
Total Days (or equivalent # of hours) 185

### 6.2 PARENT/GUARDIAN-TEACHER CONFERENCES

The District will schedule at least one parent/guardian-teacher conference from 4 p.m. to 7 p.m. each semester at each school building. Teachers are required to attend these parent/guardian-teacher conferences and will be allowed to take the day before Thanksgiving off each school year they attend both conferences. Should a teacher fail to attend either or both conferences, the teacher's absence shall be recorded under the appropriate leave section.

In addition, each elementary school will have a full day conference.

The Association President and/or his/her designee and the Superintendent and/or his/her designee will discuss scheduling the conference prior to the Board approving the school calendar.

6.3 TEACHER PROFESSIONAL DEVELOPMENT

Days of Professional Development will be distributed as follows:

Two (2) Opening days for Professional Development and classroom preparation.

One (1) Marking and Professional Development day scheduled at semester break.

One (1) Professional Staff Development Day\*

One (1) Professional Development day for teacher reports and closing of the school year. Teachers must fulfill their closing obligations as defined by the principal and must be properly checked out by the principal or his/her designee.

NEOEa Day will be a non-calendar school day.

\*PROFESSIONAL STAFF DEVELOPMENT DAY: One professional staff development day, date to be determined by the Superintendent.

6.4 ATTENDANCE AT TEACHER PROFESSIONAL DEVELOPMENT DAYS

Teacher attendance on all professional development days is mandatory. Emergency absences will be handled by the Superintendent and/or his/her designee. Other leave provisions in this contract do not apply to professional development days.

6.5 CALENDAR INPUT

The Superintendent will develop at least two (2), but not more than three (3) draft calendars prior to March 1 of the school year. Draft copies will be available to the GHTA for its input. Nothing herein prevents the Superintendent from recommending a multi-year school calendar of no more than three (3) years to the GHTA for its input.

ARTICLE VII - TEACHER WORK SCHEDULES AND INSTRUCTIONAL CONCERNS

7.1 PREPARATION TIME

7.11 Every full-time classroom teacher shall have at least two hundred (200) minutes per week during the teacher work day for instructional planning, evaluation and conferences, with 40 consecutive minutes per teacher work day.

7.12 At least thirty minutes each school day, shall be devoted to school improvement activities as directed by the Superintendent or his/her designee (e.g. TBT, teachers working on assessments, instruction, data, standards, pacing guides, courses of study, professional development, parent communication). This school improvement time is expected to support greater student achievement.

Should student achievement, not improve in overall student passage at a building level comparing a majority of the most current two school year ODE issued state-testing results for that building, then at the beginning of the current school year, the Superintendent or his/her designee shall have the right to return any school improvement time back to instructional time and may direct teachers at the affected building to complete duties related to School Improvement during planning time no more than one time per week. If this section is triggered at the high school, then all high school teachers will have one period per day for preparation time, plus common planning/meeting time at the end of the school day.

Should the District regularly schedule late arrival for students one day per week, the time without students in the morning will be used as TBT time as directed by the Superintendent or his/her designee.

If the District is facilitating professional development through coaching, then a teacher may be scheduled no more than four times per year to meet with his/her coach to debrief and receive instructional support during his/her planning time. No information derived from the coaching can be used in a teacher's evaluation.

- 7.13 Teacher schedules and/or assignments shall be made on the basis of certification and/or qualifications.
- 7.14 Teacher workloads shall be within the limits established by the Ohio Department of Education and made on as equitable basis as possible.
- 7.15 Teachers may be assigned a homeroom, hall duty or any other duties related to student supervision.
- 7.16 The number of preparations should not normally exceed three (3) for middle school and secondary teachers (6 -12).
- 7.17 A teacher may be requested to teach an additional class beyond the normal assignment, then of six (6) full periods per day and s/he will be compensated at the staff sub rate (.0007/period of the BA base). The teacher may choose to decline the request.
- 7.18 Preparation time may be affected by adjustment in the school calendar as reflected in 6.1.

## 7.2 LENGTH OF WORKDAY

- 7.21 The length of the teacher's workday shall be the equivalent of seven hours and forty minutes per day for 180-day calendar allowing for the flexibility to adjust for common planning/meeting time.

Nothing herein shall restrict the Superintendent's right to declare a two-hour delay or two-hour early release or to adopt a school calendar that includes regular late arrival or early dismissal of students.

- 7.22 All K-12 teachers shall have an uninterrupted, duty-free lunch period of at least forty (40) minutes. For K-5 teachers, student supervision in escorting students to lunch, shall not be a part of the teacher's lunch time.
- 7.23 Teachers are expected to carry out their professional responsibilities which extend beyond the typical workday, unless their absence is approved by their principal. Such approval shall not be unreasonably withheld. Administrators shall endeavor to schedule only such items for regular or special meeting agendas as cannot be effectively presented in another manner (memo, individual conference, etc.).
- 7.24 Examples of professional responsibility include, but not limited to:
- a. regular faculty meetings
  - b. special staff meetings
  - c. extra help sessions for students
  - d. conferences with students and/or parents
  - e. department meetings/grade level meetings
  - f. scheduled Professional Development meetings
  - g. Meet the Teacher Night

7.3 CLASS SIZE

- 7.31 The ratio of teachers to pupils on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership.
- 7.32 The ratio of teachers to pupils in kindergarten through fourth grade on a district-wide basis shall be (excluding pre-first) at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership.
- 7.33 Study halls at the high school and middle school levels should not exceed one hundred (100) pupils per monitor.

7.4 OUTSIDE OF THE SCHOOL FUNCTIONS

- 7.41 With the exception of faculty meetings and the first Meet the Teacher Night, teacher participation in functions outside of the school program or school curriculum shall be voluntary.
- 7.42 When a teacher is directed or requested by his or her principal or other members of the administrative staff to attend a function and/or meeting dealing with or relating to school business, said teacher shall be reimbursed for all necessary and reasonably incurred expenses. This applies to teachers fulfilling reasonable assigned duties or supplemental contract duties. A regular travel form or purchase requisition, where applicable, will be used.
- 7.43 Teachers whose assigned teaching duties require them to travel by private automobile from building to building during the school day shall be reimbursed for such transportation at

the rate set forth by the Board for outside travel. This section shall not apply to transportation required by duties performed pursuant to a supplemental contract.

- 7.44 Special staffing procedures shall be in keeping with the various policies adopted by the Board. Teaching assignments for Summer School Programs, or regular assignments that are longer than the Board-adopted school year, will be made by the Board on the basis of preference to teachers possessing regular teaching certificates/licenses and employed in the district during the regular school year.

7.5 PERIOD SUBSTITUTIONS

- 7.51 Every reasonable effort will be made, when practical, to secure a substitute teacher before a regular teacher is asked to serve as a substitute, except when a substitute is required for less than a full school day.

- 7.52 In those cases where substitute teachers are not available regular teachers who volunteer may be used to cover an absent teacher's class. A volunteer list of teachers shall be created. Once the list of volunteers is exhausted, the building administrator has the prerogative of assigning available teachers. In making such assignments, the administration shall assign classroom teachers to substitute during their planning, conference and on-call periods before it assigns special teachers who otherwise would be assigned to work with students in their area of specialization. Volunteers and assigned teachers will be paid at the rate specified in the Supplemental Salary Schedule for time spent substituting, if they otherwise would not have had a student contact assignment during the time spent substituting. Special teachers shall include physical education, music, art teachers, intervention specialists, and librarians. Class coverage will be arranged by the principal of the school and will be distributed as equitably as possible among the teachers in said school.

- 7.53 Every effort shall be made to ensure co-teachers are not reassigned during the day to protect the integrity of the co-teaching environment.

7.6 LESSON PLANS / IEPs & ETRs

- 7.61 Lesson plans are to be submitted, in accordance with a building plan, to the Principal for regular review at least once every two weeks.
- 7.62 Teachers are to have lesson plans available for use in their absence. Failure to have lesson plans available under this Section shall be cause for disciplinary action.
- 7.63 IEP team members, school psychologists, intervention specialists, speech pathologist, and related service personnel must submit all required IEP & ETR forms and supplementary documents in a timely manner. Each IEP team member must immediately inform the Director of Special Education if s/he encounters any problem in securing information or data from other IEP team members. Failure to meet required deadlines or to notify the Director of Special Education of problems shall be cause for disciplinary action.

- 7.64 An intervention specialist may make a request for a release period from his/her principal to complete required IEP related documents and should include reasons why the additional time is needed. The principal retains discretion as to whether to grant a release period.

7.7 INCLUSION OF SPECIAL EDUCATION CHILDREN

- 7.81 When a special education child is included in a regular classroom, staff development opportunities which address the special needs of the child will be provided.

7.8 K-12 CURRICULUM COORDINATION

- 7.81 All course additions and deletions, recommendations for instructional materials, and curriculum writing recommendations shall be made through the curriculum leaders to the Curriculum Director by November 15th then to the Superintendent for consideration prior to the January meeting of the Board of Education.

7.9 CLOSURE OF SCHOOL BUILDINGS

The first five (5) days in which school is cancelled district-wide for students due to weather or an emergency situation, school employees shall not be required to report to work or do work from home.

ARTICLE VIII - TEACHER EVALUATION

I. OTES Teacher Evaluation

OTES applies to a teacher who is a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and falls under the Evaluation of Professional Staff (Ohio Teacher Evaluation System) Board Policy, attached under Appendix A.

A. Definitions

- i. Ohio Teacher Evaluation System (OTES): The teacher evaluation system codified under sections 3319.111 and 3319.112 of the Ohio Revised Code as established by the Ohio Department of Education.
- ii. Evaluation Framework: The standards-based state framework for evaluation of teachers developed by the Ohio Department of Education ("ODE") in accordance with Ohio Revised Code §3319.112, for evaluation of teachers under Ohio Revised Code §3319.111 and §3319.112.
- iii. Evaluation Procedure: The procedure used to conduct teacher evaluations, which includes informal observations ("classroom walkthroughs") and formal observations to assess teacher performance and value-added, vendor assessment, student learning objectives, and/or shared attribution to measure student growth.
- iv. Evaluation Instrument: The forms used by a Credentialed Evaluator are those adopted by the Ohio Department of Education for OTES.

- v. Evaluation Rating (aka Effectiveness Rating): The evaluation rating is assigned at the conclusion of the evaluation cycle when the Teacher Performance Rating (50% of the evaluation rating) is combined with the results of Student Growth Measures (50% of the evaluation rating). Evaluation ratings are: Accomplished, Skilled, Developing and Ineffective. In the event the Ohio legislature modifies these percentages, the Union and Board agree to negotiate on the limited issue of whether the percentages should also be modified in this Article.
- vi. Evidence: Information provided to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.
- vii. Teacher Performance Rating: The assessment of a teacher's performance that results in a performance rating and is based on formal observations (including but not limited to planning materials, instructional artifacts, or other performance evidence) and periodic classroom walkthroughs by an Credentialed Evaluator. Teacher performance results are reported using a 1-4 rating structure with "1" indicating lowest performance to "4" indicating highest performance.
- viii. Student Growth Measures ("SGM"): Student growth is the change in student achievement for an individual student between two or more points in time. A Student Growth Measure is a tool or assessment used to measure student growth and includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-Determined Measures (i.e. Student Learning Objectives or Shared Attribution). The SGM used for a teacher depends on the teacher category within which he or she falls.
- ix. Value-Added: Refers to the value-added methodology prescribed by the Ohio Department of Education, which provides a measure of student progress at the District, school, grade, subject and teacher level based on aggregate student scores from state issued standardized assessments.
- x. ODE-Approved Assessments (aka Approved-Vendor Assessment): Student assessments approved by the Ohio Department of Education for measuring student growth for OTES for Category B teachers.
- xi. Locally-Determined Measures: This term refers to Student Learning Objectives or Shared Attribution.
- xii. Student Learning Objectives ("SLO"): A measurable academic growth target that a teacher sets for students or for subgroups of students to be achieved by the student's mastery of a learning objective over an established interval. Assessment of student mastery shall be based on baseline data gathered under an approved SLO.
- xiii. Shared Attribution: Shared Attribution refers to Student Growth Measures attributable to a "group." Groups can include: grade level, department level, building level, or district level.

- xiv. Teacher Categories: For purposes of SGM, the following teacher categories exist:
- "A1" – A1 teachers are those who instruct Value-Added courses/subjects exclusively.
- "A2" – A2 teachers are those who instruct Value-Added courses/subjects but not exclusively.
- "B" – B teachers are those with Approved-Vendor Assessment data available if the assessment is used in the manner approved by ODE.
- "C" – C teachers are those with no Teacher-Level Value-Added or Approved-Vendor Assessment data available.
- xv. Teacher of Record: For purposes of Student Growth Measures, this is the teacher who is responsible for a significant portion of a student's instructional time (based on enrollment) within a given subject or course that is aligned to a state assessment; or other relevant assessment in grades / subjects that do not have state assessments.
- xvi. Teacher Student Data Linkage ("TSDL"): The process of connecting the "teacher of record" to a student and/or defined group of students for the purpose of attributing student growth to the teacher of record.
- xvii. Professional Growth Plan: A written Professional Growth Plan helps teachers focus on areas of professional development that will enable them to improve their practice. The Professional Growth Plan is developed annually as follows: If the teacher is above expected academic growth, the Professional Growth Plan will be self-directed by the teacher. If the teacher is at expected academic growth, the Professional Growth Plan is collaboratively developed by the teacher and the evaluator.
- xviii. Performance Deficiency: A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES Rubric.
- xix. Poorly Performing Teacher: Refers to a teacher identified through the Evaluation Procedure with an Evaluation Rating of Ineffective.
- xx. Improvement Plan: A written Improvement Plan will be developed in the circumstance when a teacher makes below expected academic growth with his/her students and/or receives an overall ineffective rating (final summative rating) or an ineffective rating on any of the components of the OTES Rubric (post-observation conference form). The purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support.
- xxi. Credentialed Evaluator: As set forth under Board Policy, a person who holds an evaluators credential established by ODE for being an evaluator. Bargaining unit members shall not serve as Credentialed Evaluators.

B. Teacher Performance Evaluation Component

i. General principles

- a) Teacher performance shall be assessed based on standards for the teaching profession and criteria set forth in the ODE OTES evaluation instrument.
- b) The Credentialed Evaluator shall rely on evidence provided by the teacher, the Formal Observations and the Walkthroughs/Informal Observations to evaluate a teacher's performance.
- c) No teacher shall be required to complete a Self-Assessment Form (e.g. OTES Self-Assessment Form). This tool may be used by teachers as a resource.

ii. Evidence Used to Assess Teacher Performance

a) *Evidence Provided by Teacher to Credentialed Evaluator*

A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

Any artifacts and evidence presented by a teacher to the Credentialed Evaluator at the post observation conference shall be maintained by the teacher.

b) *Formal Observations*

- i. A minimum of two (2) formal observations shall be conducted. The second observation may only be conducted after the post-observation conference from the first observation has been completed.
- ii. Each formal observation shall last a minimum of continuous 30 minutes.
- iii. The first formal observation shall be completed by the end of first semester, unless extenuating circumstances exist.
- iv. At least 24-hours prior to an observation, the Credentialed Evaluator will notify the teacher of the 48-hour window in which the observation will be conducted.
- v. For teachers on an Improvement Plan, there shall be at least 28 calendar days between each formal observation.
- vi. If after the second observation, there is a Performance Deficiency in a teacher's performance and the District anticipates taking adverse personnel action, a minimum of one (1) additional observation will be conducted.
- vii. A post-observation conference between the Credentialed Evaluator and teacher shall be held within the five (5) work days following each formal

observation, unless extenuating circumstances exist, to collaboratively complete the content of the OTES Teaching Rubric. At least 24 hours before the post-observation conference, the Credentialed Evaluator shall complete a draft OTES Rubric on eTPES, and “pin-it” for the teacher to have an opportunity to review it before the post-observation conference. Nothing requires the Credentialed Evaluator to complete all portions of the OTES Rubric.

c) *Walkthrough informal Observation*

- i. A walkthrough /informal observation ("walkthrough") is a formative written assessment by a Credentialed Evaluator.
- ii. The walkthrough may be unannounced, but nothing prohibits informing the teacher of a walkthrough.
- iii. A walkthrough shall be at least twelve (12) consecutive minutes and no more than fifteen (15) minutes in duration. There shall be no more than two (2) walkthroughs per Teacher Performance Cycle, unless the teacher is on an Improvement Plan.
- iv. Within two work days of completing the walkthrough, the Credentialed Evaluator shall complete the ODE OTES walkthrough form.
- v. Nothing in this section limits the District's ability to conduct the shorter duration McREL walkthroughs for the Ohio Improvement Process (typically 3-5 minutes). Any McREL walkthrough for the Ohio Improvement Process will not constitute a walkthrough for purposes of OTES.

iii. Remediation of Teacher Performance Deficiencies

The Credentialed Evaluator shall develop an Improvement Plan using the ODE form to address any teacher performance deficiency identified in an observation if the District anticipates taking adverse personnel action. The Credentialed Evaluator shall meet with the teacher to review the Improvement Plan and receive input from the teacher before the Improvement Plan is finalized and implemented.

C. Student Growth Evaluation Component

i. General Principles

- a) The Student Growth Measure used for a teacher depends on the teacher category within which he or she falls. See definition of Teacher Categories.
- b) For Category A I and A2 teachers, each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the District verifying the teacher's data and SGM rating in order to ensure accuracy in reporting. For Category A2 teachers, the teacher shall have the opportunity to review the

percentage of reading/math the teacher teaches proportionate to his/her individual schedule. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, s/he shall notify his/her building principal no later than the last Friday in April, unless another date is denoted by the Superintendent.

- c) For the 2018-2019 school year, Appendix D of the OTES Board Policy shall be replaced with the District Student Growth Measurement Index attached under Appendix B. The JEDC shall review the index annually and make a recommendation to the Superintendent and Union Executive Committee regarding any modifications. Should the Superintendent and Union Executive Committee agree with the JEDC recommendations to modify the index for a school year, they shall enter into a letter of understanding for that school year.

ii. Student Growth Measure Process for Category A2, B and C teachers with SLO's

- a) The Student Learning Objectives Committee ("SLOC") is responsible for reviewing and approving SLO's. Each SLOC shall consist of the building principal(s) for the affected building/grade in addition to the following:

High School: BLT\* for the High School

Middle School: BLT\* for the Middle School

\* If a BLT member does not meet the SLOC 5-year eligibility requirement, the Superintendent or his/her designee will identify a replacement for him/her for SLOC duties.

- Grade 1: One teacher from pre-Kindergarten, Kindergarten, Grade 1 and Grade 2 selected by the Superintendent or his/her designee
- Grade 2: One teacher from Grade 1, Grade 2, and Grade 3 selected by the Superintendent or his/her designee
- Grade 3: One teacher from Grade 2, Grade 3, and Grade 4 selected by the Superintendent or his/her designee
- Grade 4: One Grade 4 teacher from Social Studies, Math, Science and Language Arts selected by the Superintendent or his/her designee
- Grade 5: One Grade 5 teacher from Social Studies, Math, Science and Language Arts selected by the Superintendent or his/her designee

Only teachers with at least five years teaching experience in Garfield Heights Schools are eligible to serve on a SLOC.

SLOC work regarding SLOs will occur during the school day.

- b) Category A2, B, and C teachers will complete the SLO template and checklist (see ODE forms) to construct Student Growth Measures and submit it to the appropriate SLOC no

later than the third Monday of September, unless another date is designated by the Superintendent.

A teacher whose SLOs are rejected by his/her SLOC shall have ten (10) calendar days to correct and resubmit the rejected SLO(s). Should an SLO not be approved after two (2) resubmissions, the teacher will receive the lowest score for the SLO as the teacher failed to develop a SLO to determine student growth.

- c) Each Category A2, B, and C teachers shall submit the SLO scoring template with the numerical rating to his/her building principal by the first Monday in April, unless extended by the Superintendent due to Spring break.
- d) Beginning with the 2014-2015 school year, each Category A2, B and C teacher shall submit no fewer than two SLOs and two SLOs will be used for student growth evaluation purposes.
- e) Each of these teachers shall receive notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported to ODE, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the building principal within ten (10) calendar days of the date of the notice.

D. Finalization of Evaluation

A final summative rating of teacher effectiveness form (ODE Form) will be completed, signed by the evaluator and provided to the teacher in a meeting to be held no later than the tenth day of May. The teacher should sign the final summative rating of teacher effectiveness form to verify notification to him/her that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with its contents. The teacher shall sign the final summative rating of teacher performance upon meeting with the evaluator. The evaluator shall send a copy of the final summative rating of teacher effectiveness form to the Superintendent upon securing the teacher's signature.

Within ten (10) calendar days of receiving the final summative rating of teacher effectiveness form, a teacher has the right to make a written response to the evaluation and to have it attached to the final summative rating of teacher effectiveness form that is placed in the teacher's personnel file.

Each teacher shall have the opportunity to review the teacher performance score and SGM rating in order to ensure accuracy in reporting to ODE. If the teacher believes there is an inaccuracy, s/he shall notify the Superintendent or his/her designee on a date designated by the Superintendent each school year.

E. Professional Growth & Improvement Plans

i. *Professional Growth Plan*

Each teacher with above expected or expected levels of student growth will develop a Professional Growth Plan on an annual basis no later than the first Monday in October. Professional Growth Plans will be self-directed for teachers with an above expected level of student growth and collaborative (teacher with credentialed evaluator) for teachers with an expected level of student growth. The Professional Growth Plan shall include:

- a) Identification of area(s) for future professional growth
- b) Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice
- c) Outcomes that will enable the teacher to increase student learning and achievement

ii. *Improvement Plan*

- a) The Credentialed Evaluator for each teacher with a below expected level of student growth and for each teacher with an Ineffective rating either on the final summative evaluation or as identified in the post-observation conference form will develop an Improvement Plan for the teacher to respond to Ineffective ratings in performance and/or student growth.
- b) If the District anticipates taking adverse employment action based on a Teacher's Performance, the teacher shall first be placed on an improvement plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.
- c) An Improvement Plan shall include:
  - 1. Identification of the specific areas for improvement of performance and/or student growth
  - 2. Identification of the specific expectations for each area of improvement that has been identified
  - 3. Specify the developmental level of performance the teacher is expected to improve and the timeline to correct deficiencies
  - 4. Allows a sufficient time to allow remediation of the deficiencies
  - 5. Identification of guidance and support needed to help the teacher improve (Note: this may but need not necessarily include the TBT and/or BLT)

6. The Credentialed Evaluator shall identify a support teacher for the teacher on an Improvement Plan (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the mentee)
  7. Identification of additional education or professional development needed to improve identified areas
  8. Identification of release time to allow the supported bargaining unit member on an Improvement Plan to observe his/her support teacher's best practices and/or release time of the support teacher to provide direct mentoring activities, which shall be coordinated by the building administrator
- d) An Improvement Plan based on Ineffective teacher rating will be revisited in at least 28 calendar day intervals to see whether the teacher's performance has improved and whether to modify or end the plan. The ODE OTES Improvement Plan form shall be used.
- e) Protections
1. A support teacher shall not be requested or directed to make any recommendation regarding the continued employment of a teacher.
  2. All interaction, written or oral, between a support teacher and the supported bargaining unit member are confidential and may not be disclosed without the consent of the supported bargaining unit member. Any violation of this confidentiality requirement by the support teacher shall be cause for his/her removal in his/her role as a support teacher by direction of the Union President after consultation with the Superintendent. Removal from the role as support teacher shall not be grievable by the support teacher.
  3. No support teacher shall be requested or directed to divulge information from written documentation or confidential discussions with the supported bargaining unit member.
  4. At any time and without need of specifics, the support teacher or the supported bargaining unit member may exercise the option to have a new support teacher assigned to the supported bargaining unit member. Exercising the option may occur one (1) time by the support teacher or the supported bargaining unit member and shall occur without prejudice or judgment to either person.

F.

- i. Teachers who are under consideration for nonrenewal, or teachers who are RESA Year 1, or teachers who are in the first year of the profession:

- a) Shall receive at least three (3) formal observations during the school year. The first formal observation shall be completed by November 30 and the second formal observation shall be completed by January 31.
  - ii. A teacher receiving a final summative rating of accomplished:
    - a) Will be evaluated once every three (3) years if the teacher's student growth measure for the most recent school year for which data is available is average or higher.
    - b) A Credentialed Evaluator shall conduct at least one (1) formal observation of the teacher and hold at least one (1) conference with the teacher each year.
    - c) If the student growth measure is not maintained at a rating of average or higher, the teacher shall be evaluated under F.iv. below.
  - iii. A teacher receiving a final summative rating of skilled:
    - a) Will be evaluated once every two (2) years if the teacher's student growth measure for the most recent school year for which data is available is average or higher.
    - b) A Credentialed Evaluator shall conduct at least one (1) formal observation of the teacher and hold at least one (1) conference with the teacher each year.
    - c) If the student growth measure is not maintained at a rating of average or higher, the teacher shall be evaluated under F.iv. below.
  - iv. Teachers who are not included in F.i., F.ii., and F.iii., teachers from F.ii. or F.iii. above whose student growth measure is below average, and/or a teacher who has successfully completed a multi-year accomplished or skilled evaluation cycle:
    - a) Will be formally observed at least two (2) times before their final summative rating is completed by May 1. The first formal observation shall be completed by December 15.
- G. OTES Teacher Evaluations shall be used for making decisions on retaining or dismissing a teacher based on teacher performance
- H. If a teacher gives the District his/her retirement notice by December 15<sup>th</sup>, effective that school year, the teacher will not be evaluated for that school year.

2. Non-OTES Teacher Evaluation

All teachers who do not fall under the OTES Evaluation System contained in Article VIII, Section 1, shall be evaluated as follows:

- a. The fundamental goal of the non-OTES evaluation system is to improve performance and give every staff member an opportunity to be successful and to contribute to the overall objectives of the district.
- b. Observations will be conducted openly, with full knowledge of the staff member and advance notice if at all possible.
- c. Tenured teachers and rehired retired teachers will be evaluated at least once every three years. Non-tenured teachers and tenured teachers determined by the principal to be in need of assistance will be evaluated at least once each school year. One observation must be conducted and completed no later than January 15, with a written observation report being delivered to the teacher no later than January 25. The second observation must be conducted and completed between February 10 and April 1, with a written report received by the teacher on or before April 10. These dates may be extended due to extenuating circumstances.
- d. Each evaluation will be based on the following components:  
Principal/supervisor's observations and monitoring of teacher performance.  
At least 2 observations to last at least 30 minutes or one full class period.
- e. Evaluations must be conducted by a licensed administrator and will be reported on the evaluation form in Appendix C. Criteria of expected job performance for all areas of responsibility shall be those criteria indicated on the evaluation form. The evaluator and the teacher will discuss the completed evaluation form. The teacher will sign the form after having read the contents and will receive a copy. The teacher's signature reflects acknowledgment and not necessarily agreement. The form is to be placed in the teacher's personnel file located at the Central Office and is available to the teacher upon request.
- f. The GHSTA President shall be notified in writing for each teacher placed on a Plan of Assistance along with a copy of the plan.

3. Resident Educator Mentoring Program — OTES & Non-OTES Teachers

The Board shall provide a Resident Educator Mentoring Program as required by state law, through the Cuyahoga County Educational Service Center. In the event the Resident Educator Mentoring Program is repealed, this provision of this Article of the Agreement is null and void on the effective date of the repeal.

#### 4. Joint Evaluation Development Committee

There shall be a Joint Evaluation Development Committee ("JEDC") which shall be comprised of a Union team and a Board team, each having an equal number of no more than four people per team. The JEDC shall reach decisions through consensus, shall receive training on the state-adopted evaluation framework on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEDC shall keep minutes summarizing its meetings. The JEDC shall meet to review the OTES evaluation system as well as the Non-OTES evaluation system and make appropriate recommendations to the Union Executive Committee and the Superintendent and to complete any responsibilities identified in this Article.

During the term of the contract, the JEDC may review this Article and/or legislative changes to the OTES evaluation system and make recommendations to the Superintendent and Union Executive Board regarding modification of this Article. Should the Superintendent and Union Executive Board agree to a mutual modification of this Article, the parties shall enter into a memorandum of understanding that will be contingent on ratification by the union membership and approval by the Board of Education.

### ARTICLE IX - VACANCIES, TRANSFERS, AND REASSIGNMENTS

#### 9.1 VACANCIES

- 9.11 All teachers shall be notified of all vacancies in existing, new certificated positions, and extra-curricular positions which occur in the district. This notification shall be accomplished by notifying staff members via email and posting the vacancy on the District website for five (5) business days.

Information will include a brief description of the position, certification requirements, the deadline date for written application, and the name of the administrator to whom the application should be given.

- 9.12 The applicant's certification, experience, qualifications, quality of teacher performance and length of service within the district will be considered in determining the filling of vacancies.
- 9.13 The appointee to a position shall have proper certification at the time of appointment to a position.
- 9.14 In-district applicants shall be notified in writing within ten (10) days after official action in making the appointment.
- 9.15 Every effort will be made to provide internal candidates with the opportunity to fill all district vacancies. Internal candidates shall be considered for all district vacancies.
- 9.16 The Board and Association affirm their belief in equal employment opportunity and their commitment to non-discrimination in terms, conditions and privileges of employment. All aspects of our personnel system are to be administered without regard to race, color,

national origin, ancestry, citizenship status, religion, sex, economic status, age, disability, military status or sexual orientation.

## 9.2 TEACHER INTENT FORMS

- 9.21 Teacher Intent Forms will be distributed to all teachers on or about February 1 of each year. The form will ask the teacher's intent for the following school year. Answers may be: request conference to discuss status, re-appointment to the same position, retirement, resignation, or request for transfer to a different class, position or building. The form will be returned to the building principal on or before February 15.

## 9.3 INVOLUNTARY TRANSFER

- 9.31 From time to time, transfer of teachers to a different building will be necessary in order to:
- adjust to enrollment changes in individual schools,
  - balance staffing in terms of experience and training,
  - provide teachers with professional growth opportunities,
  - maximize the special preparation of teachers most effectively.
- 9.32 When such transfer is necessary, a personal conference will be initiated with the teacher by the appropriate administrator to explain the reason(s) for the transfer.
- 9.33 Certification, experience, qualifications, quality of teacher performance and length of service in the district will be considered in determining selection of the teacher to be transferred.
- 9.34 An involuntary transfer of a staff member shall not occur within two (2) consecutive school years of each other unless financial need or student enrollment make the involuntary transfer necessary.

## 9.4 NOTIFICATION OF ASSIGNMENT

- 9.41 Prior to the conclusion of the school year, teachers will be informed by or through their building principal of their tentative grade/or subject assignment for the next school year.
- 9.42 No later than two (2) weeks prior to the opening of school, written notification will be given to each teacher of his/her assignment for the new school year if there is a change in the tentative assignment. Any changes in assignment following such notification will be worked out cooperatively with the teacher.

## ARTICLE X - REDUCTION IN FORCE

### 10.1 STAFF REDUCTION

- 10.11 The following procedures will govern the reduction of teachers made necessary through decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district, changes in curriculum,

and shortage of funds. Such procedures may be subject to revision in order to insure compliance with State and Federal laws relating to employment decisions. The procedures contained herein for such reduction in teachers shall not pertain to any teacher non-renewed for performance reasons. The number of teachers affected by a reduction-in-force will be kept to a minimum by not employing replacements insofar as practical for teachers who retire or resign or whose limited contracts are not renewed.

- 10.12 The Board and Union are committed to enhancing the educational mission of providing meaningful student learning opportunities. The Board shall not intentionally create an educational program for the sole purpose of displacing employees. If the Board determines to explore the possibility of alternate programming which would result in the reduction of current staff levels and personnel it shall consult with the association at least 45 days prior to implementation, unless state law requires earlier implementation.

10.2 REDUCTION OTHER THAN BY ATTRITION

- 10.21 To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts due to performance, reductions will be achieved by the suspensions of teaching contracts. Suspensions shall mean that a teacher shall be placed in an inactive state of employment from an active state of employment. In suspending contracts of teachers within each teaching field affected by the reduction in force. Teachers holding limited contracts in the area of certification/licensure shall be suspended first, followed by teachers holding continuing contracts. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.
- 10.211 Seniority For the purpose of the suspension of contracts under this section, seniority shall be determined as follows: All teachers in the Garfield Heights City Schools shall be placed on the seniority list in each of their teaching fields. Teaching field in the secondary schools shall be that field in which the teacher is certified and has had teaching experience in the Garfield Heights Schools unless the teacher has had five (5) years or more experience in the Garfield Heights Schools, in which event, teaching field shall include those fields in which the teacher is certified. Seniority shall be determined by the length of continuous service in the Garfield Heights City Schools. Among those with the same length of continuous service, seniority shall 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; and then by
  - c. Total teaching experience.

Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return. The teachers with continuing contract status shall have seniority greater than limited contract teachers. Teachers with continuing contract status shall have their seniority determined in accordance with the procedures stated above.

10.212 Availability of Lists At least thirty (30) calendar days before the Board action on the reduction in teachers, the Association President shall receive in writing:

- a. The list of the positions in each teaching field which are affected by the reduction in teachers;
- b. The seniority lists for all teachers based upon their area(s) of certification and teaching experience in the Garfield Heights Schools;
- c. The list of teachers whose contracts are to be suspended in each teaching field affected. This list shall constitute the Reduction in Force List; and
- d. A list of teachers who are certified in an area or areas in which they have not had teaching experience in the Garfield Heights Schools.

10.213 Notification of Teachers Any teacher whose contract is to be suspended as the result of the reduction in teachers shall be notified in writing of his/her intended suspension and the reasons for said suspension of at least thirty (30) calendar days prior to the date of the Board action on the suspension. No teacher shall have his/her continuing or limited contract suspended during the term of the normal school year when such reductions are the result of decreased enrollment. Contracts may be suspended between July 1 and August 15 of any year in only the most unusual circumstances. Unusual circumstances shall be defined as an action the State of Ohio or the Federal Government that could not have been reasonably anticipated by the Board prior to July 1 and which warrants a Reduction in Force.

### 10.3 RECALL

- 10.31 A teacher whose name appears on the Reduction in Force list shall be returned to active employment when a vacancy becomes available for which he/she is or becomes certified so long as the teacher has a license in effect on the date the Board offers reemployment. If a teacher does not have a license in effect on the date the Board offers reemployment, s/he may remain on the recall list, but is not entitled to the position that had been offered if s/he later obtains a license effective on or before the date the position had been offered. Seniority shall not be the basis for recalling the teacher, except when making a decision between teachers who have comparable evaluations.
- 10.32 Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies for which they are certified in the order of seniority at the time of their suspension.
- 10.33 No new teachers shall be employed by the Board while there are teachers on the Reduction in Force list who are certified for any vacancy in a teaching position.
- 10.34 In the event that a vacancy(s) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

- 10.35 If a teacher fails to accept active employment status within fifteen (15) calendar days from the date said notification was delivered, said teacher shall be considered to have declined said offer and shall be removed from the Reduction in Force list.
- 10.36 A teacher on the Reduction in Force list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher would have enjoyed had said teacher not been suspended.
- 10.37 Teachers shall remain on the Reduction in Force list for a period of twenty-four (24) months from the last day of active employment by the District unless the teacher has accepted, prior to such time, employment in another school district.

10.4 COMPARABLE EVALUATION

- 10.41 This section defines comparable evaluation for purposes of reduction in force and recall purposes. The "Teacher Performance" half of the OTES evaluation will be used to determine a "comparable evaluation." For the purposes of Reduction in Force, there shall be three (3) categories of comparable evaluation (Accomplished/Skilled; Developing; Ineffective) in which employees shall be placed based upon the highest evaluation rating they receive in the three (3) most recent years. Any teacher receiving a rating of Accomplished or Skilled during this time period shall be rated as Accomplished/Skilled. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

In suspending contracts of teachers within each teaching field affected by the area of reduction in force, teacher holding limited contracts in the area of certification/licensure shall be suspended first, beginning with Ineffective, then Developing, then Accomplished/Skilled.

The contracts of teachers employed pursuant to a continuing contract shall not be suspended except for reasons consistent with ORC 3319.17. Continuing contract teachers shall be suspended only after all limited contracts in the area of certification/licensure. In suspending contracts of teachers within each teaching field affected by the area of reduction in force, teachers holding continuing contracts in the area of certification/licensure shall be suspended first, beginning with Ineffective, then Developing, then Accomplished/Skilled.

ARTICLE XI - LEAVES

11.1 ASSAULT LEAVE

- 11.11 It is recognized by the Board that in the course of performing assigned duties, physical assault upon a teacher may occur. A teacher who has been physically assaulted in connection with the performance of a professional assignment shall notify his/her administrator immediately. Within twenty-four (24) hours of the incident, the teacher, when physically able, will provide the administrator with a written report of the incident.

- 11.12 The administrator shall obtain a list of witnesses to said assault. A written statement of the observations of each witness is to be made and signed by the witness. Copies of the teacher's report and the written statement and observations of each witness shall be forwarded to the superintendent. Copies of the witness' statement shall also be given to the teacher(s) involved with the witnesses' approval.
- 11.13 If court action results, said teacher and any witnesses shall be granted leave of their professional duties and a qualified substitute provided with no loss of pay for days in court as may be requested by their legal counsel, court officials, and law enforcement officers.
- 11.14 The Board shall authorize its legal counsel to assist the teacher in matters of legal rights and supportive assistance if court action results. The Board's counsel will cooperate fully with the teacher and the teacher's counsel, but the Board's counsel shall not represent the teacher.
- 11.15 A teacher temporarily disabled as a result of physical assault shall be returned to the same position held at the time of the incident.
- 11.16 If an assault on a teacher results in the teacher's being unable to teach for a period of time, as documented by a medical certificate, said teacher shall be provided with leave until able to resume professional duties. Said leave shall not, for a maximum of thirty (30) school days, result in loss of pay or benefits; also, any teacher so affected shall not lose accumulated sick leave. After thirty (30) school days the teacher may elect to choose workers compensation benefits, use accumulated sick leave, or apply for disability retirement.
- 11.2 EXTENDED FAMILY ILLNESS LEAVE
- 11.21 A leave of absence without pay for up to one (1) year will be granted to a teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave without pay may be granted at the discretion of the Board.
- 11.3 PERSONAL LEAVE
- 11.31 A bargaining unit member shall be entitled to three (3) days of unrestricted personal leave, with pay, each school year. The personal shall not be deducted from sick leave. A one-time per career use of 3 consecutive personal leave days in a row shall be granted. Any unused personal days will be rolled into sick leave at the end of the school year.
- 11.32 Except where circumstances make it impossible, the teacher will give to his/her principal, in writing, forty-eight (48) hours advanced notice of his/her request to use personal leave. In emergency situations, the principal shall be contacted and the teacher shall sign a personal leave form (Appendix D) and provide it to his/her principal on the morning of the teacher's return to work.
- 11.33 Personal leave will generally not be approved on any of the following days, except under very unusual circumstances:

- a. The first and last two weeks of school with students in session.
- b. The school day preceding or following a holiday, winter, spring, or Thanksgiving breaks.
- c. Professional Development Day and parent-teacher conference days.

Personal leave requests, that fall within the above guidelines, shall be submitted to the building principal, who shall convey the request to the District Human Resource Office.

#### 11.4 PREGNANCY, MATERNITY, ADOPTION, PATERNITY, OR LONG TERM MATERNITY LEAVE

- 11.41 Leave without pay for the current semester and up to 2 additional consecutive semesters shall be granted, upon written request by a teacher, for pregnancy, maternity, adoption, paternity and medical leave, and shall be arranged through the superintendent or his/her designee at least sixty (60) days before the beginning date of the leave except when mitigating conditions merit deviation. The teacher will receive written notification of leave specifications.
- 11.42 If her condition requires, a pregnant teacher may use accumulated paid sick leave for (a) disabilities resulting from her pregnancy and/or (b) her period of confinement up to six weeks from the date of the birth of the child. For medical leave beyond six weeks, the Superintendent or his/her designee will require the teacher to supply a written statement from her doctor, substantiating that a disability exists and the expected duration of such disability.
- 11.43 If a pregnant teacher prefers not to use accumulated paid sick leave or exhausts her accumulated sick leave, she must at that time apply for a medical leave of absence without pay. The leave shall be granted for disabilities resulting from her pregnancy and for her period of confinement. In either case, the Board will pay the premium for hospitalization and life insurance for the balance of the school year or for a period of three (3) months, whichever is shorter. When benefits are not paid by the Board, the teacher may continue to be covered by said benefits by paying the COBRA rate in advance, to the Board.
- 11.44 Requests for reinstatement from a medical leave of absence for pregnancy, maternity, adoption, paternity or medical leave, shall be directed to the superintendent or his/her designee no later than April 1 of the calendar year in which the teacher is requesting to return. The teacher may return at other than the beginning of a new school year per prior arrangements with the superintendent or his/her designee and approval of the Board.

#### 11.5 LONG-TERM PROFESSIONAL LEAVE OF ABSENCE

- 11.51 The Board is permitted, at its discretion, to grant a leave of absence upon written request of a teacher for educational, professional, or other purposes. In exercising this discretion hereafter, the Board will pursue the general policy outlined below.

- 11.52 A leave of absence shall be granted upon the written request of a teacher, where illness or other disability is not the reason for the request, only upon the following conditions:
- 11.521 The teacher shall have been in the service of the Board for a minimum of two (2) years and be in the possession of a valid teaching certificate immediately preceding the period of the proposed absence.
- 11.522 The application shall have been received by the superintendent prior to the first day of April preceding the school year for which the request is made.
- 11.523 The only reason for which leaves will be granted shall be professional study in line with professional advancement.
- 11.524 The duration of the leave shall not exceed one (1) school year.
- 11.525 The teacher promises to return to the Garfield Heights Schools after the leave of absence.
- 11.53 A maximum of two percent (2%) of the teachers may be granted professional leave each year. Insofar as possible, a proportionate division of leaves will be granted to the various departments and grade levels.
- 11.6 SABBATICAL LEAVE
- 11.61 The Board recognizes that a superior educational system and a program of instruction that meets the needs of all students can only be achieved by providing for continual improvement of the teachers. Sabbatical leave is given to teachers to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research, and/or writing and travel. Applications for sabbatical leave for other types of experiences shall be considered on their merits and may be approved by the Board of Education upon recommendation of the superintendent.
- 11.62 A teacher may apply for sabbatical leave subject to the following requirements:
- 11.621 Applicant must have seven (7) full consecutive years of satisfactory service as full-time teacher in the Garfield Heights City Schools. Military leaves shall not be interrupted service.
- 11.622 Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time teacher.
- 11.623 A maximum of two percent (2%) of the teachers may be granted sabbatical leave each year. Insofar as possible, a proportionate division of leaves will be granted to various departments and grade levels.
- 11.624 A sabbatical leave may be granted for a period of one (1) full semester or two (2) full consecutive semesters within the same year.
- 11.625 The applicant must sign an agreement to return to service with the Board immediately upon termination of sabbatical and continue in such service for a period of two (2) years unless

causes beyond his/her control prevent such service. If service is terminated before the end of the two (2) years, a salary refund to the Board will be due proportionate to the amount of agreed-upon service not actually rendered.

11.63 Requirements and status while on sabbatical leave are defined as follows:

11.631 Compensation of the teacher on sabbatical leave shall be the difference between the base salary he would receive if on active status for the period in which the leave is effective and the salary of a satisfactory substitute.

11.632 A teacher on sabbatical leave shall be considered to be in the employ of the Board, shall have a contract, and shall be entitled to participate in any benefits that may be provided for by the rules and regulations of the Board. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.

11.633 Payment of salary and withholdings for taxes and retirement shall be made in accordance with the provisions of the Board for payment of salary to other teachers. It is the responsibility of the teacher to keep the Superintendent informed as to any changes in address.

11.634 A sabbatical leave granted to a teacher shall also operate as a leave of absence without pay from all other school activities.

11.64 A teacher upon return from sabbatical leave shall enjoy the following privileges and benefits:

11.641 Terms of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.

11.642 At the expiration of a sabbatical leave, the teacher shall be restored to his position or to a position with like status and pay.

11.643 Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all university work completed while on leave and detailed data as to the activities of the teacher together with the teacher's appraisal of the professional value of the experience or knowledge gained while on leave and the manner in which such experience or knowledge may be used for the benefit of the students of the schools of this District. This report shall be due the first day of the month following the applicant's return to service with the Board.

## 11.7 SICK LEAVE

11.71 All teachers shall receive full compensation for absence due to illness as specified in the Ohio Revised Code.

11.72 All teachers shall receive full compensation for absence as specified in the Ohio Revised Code.

- 11.73 Sick leave may be accumulated at the rate of fifteen (15) days per year to a maximum of 245 days.
- 11.74 In granting sick leave because of death in the teacher's immediate family, it is agreed that immediate family shall include the following: spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.
- 11.75 Such time as is needed, not to exceed three (3) days for each such occasion, shall be granted in the event of death of a teacher's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece, or nephew, unless said relative is a member of the immediate household, in which event the leave shall be granted in accordance with Section 3319.141 of the Ohio Revised Code.
- 11.76 A teacher shall receive full pay for absence in excess of his/her accumulated absence credit, provided that the total absence for which he/she may be paid during a particular year of service shall not exceed the number of days of absence credit which he/she is expected to earn during that work year and provided further that all days of absence with pay shall be deducted from the absence credit to the teacher during the year.
- 11.77 If medical attention is required, the teacher's statement shall list the name of the attending physician and the dates when he/she was consulted. The teacher shall not be required to supply a "physician's statement" except that after a prolonged illness the superintendent may require a statement indicating that the teacher is physically able to carry out his/her assigned duties.
- 11.78 An absent teacher will call his/her principal before 2:30 p.m. if he/she will return to duty the next school day.
- 11.79 A teacher requesting sick leave shall follow the established call-in procedure promptly so that substitute service can be arranged, if necessary.
- 11.791 The Board is required by law, upon written request of a teacher, to grant a leave of absence for a period of not more than two consecutive school years where illness or other disability is the reason for the request.
- 11.792 If a teacher exhausts sick leave due to a catastrophic illness as classified by a medical physician, but has not qualified for disability retirement benefits, the GHTA President and Superintendent in consultation shall authorize the donation from each teacher of up to two (2) days from their own sick leave accumulation to be credited to the sick leave accumulation of the teacher, up to a maximum of 30 days for the duration of this Agreement provided that this provision can be administered in such a way that the sick leave transferred cannot be counted by S.T.R.S. in determining disability eligibility. Any donation of sick leave days shall be in writing and signed by the donating teacher and shall specify the teacher to whom the day(s) are donated. Solicitation for the donation of days shall be done by the G.H.T.A. President. Once donated to a teacher who has exhausted sick leave, the donated sick leave days shall be used in accordance with this provision.

## **11.8 FEDERAL FAMILY AND MEDICAL LEAVE**

- 11.81 Such leave Employees who qualify shall be entitled to a leave of absence under the Family and Medical Act Leave of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of the Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

## **11.9 GROUP INSURANCE WHILE ON LEAVE**

- 11.91 Teachers while on a Board approved leave of absence, shall be entitled to remain covered by any group insurance through the employee's full contribution of premiums to the Board, with monthly payments made in advance by the first of each month.
- 11.92 The Consolidated Omnibus Budget Reconciliation Act, COBRA, enacted in 1986, provides covered employees the opportunity of purchasing health benefits for themselves and their dependents/beneficiaries when coverage is terminated for the following reasons: job loss, reduction in hours, separation, divorce, death and/or dependent child ceases to be a dependent child. The duration of coverage under the COBRA provisions is 18 to 36 months depending upon the condition of eligibility.

## **11.10 WORKERS' COMPENSATION-Transitional Work Program**

- 11.101 All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- 11.102 Any injury incurred while performing assigned responsibilities shall be reported immediately to the Assistant Superintendent — Human Resources, injured employee's supervisor or other designated representative within 72 hours following a serious injury where normal reporting is not possible. The investigative report will indicate whether it is a medical only or a regular disability claim. The treasurer of the district shall provide all necessary forms and instructions on how to complete forms to the injured employee. The treasurer shall then file the forms with the Bureau of Worker's Compensation in proper and timely manner.
- 11.103 Any employee may elect to use his/her accumulated sick leave in conjunction with medical benefits under Worker's Compensation but cannot receive both sick leave and wage reimbursement under Worker's Compensation.
- 11.104 Employees may elect to use sick leave as an advancement and when compensation is paid, employee shall repay the Board and have sick leave pay reinstated. The Board shall prepare an agreement form to be signed by both parties immediately after the accident which will be filed with the Bureau of Workers' Compensation. [Ref: Adm. 4123-5-20 (c).]
- 11.105 The union will provide representatives to a district safety committee that will meet periodically.

- 11.106 It is the policy of Garfield Heights City Schools to effectively manage workers' compensation losses and invoke cost containment measures for workers' compensation claims while maintaining the working status of our employees.
- 11.107 The aim of this program is to provide employment after the onset of a work related injury, accident or illness; allowing for reasonable accommodations and/or alternative positions within the school district based on any restrictions established by the Physician of Record. Transitional work is a temporary accommodation.
- 11.108 The Transitional Work Program is available to any employee who sustains a work related injury, occupational disease or illness that is likely to result in lost time from the job. Each transitional work assignment will be treated independently of others. The injured worker must have the potential per the Physician of Record to return to his/her original job with permanent modifications or other targeted job by the end of the transitional work assignment. Employees who are expected to have a temporary period of job performance limitations (defined as a limitation that is anticipated to last no more than ninety (90) calendar days) will be considered for participation in the program.

11.11 CATASTROPHIC LEAVE PROCEDURE

The GHTA Executive Board shall manage the Catastrophic Leave Procedure ("CLP"). The CLP shall be implemented for the express purpose of providing additional sick leave days to those bargaining unit members who have suffered from a catastrophic illness or serious accident that prohibits them from returning to work and performing their normal job responsibilities. This shall also include a catastrophic illness of a spouse or child, when the spouse or child is a permanent resident of the employee's home and when the sick leave beneficiary is a primary caretaker.

- a. Upon receipt of a request for catastrophic leave from a bargaining unit member, the GHTA Executive Board may approach bargaining unit members to secure donated days (using the Catastrophic Leave Donation Form) to be used to satisfy a catastrophic leave request approved under this section. The GHTA Executive Board must provide the Treasurer the original Catastrophic Leave Donation Forms so they may be processed upon approval of a catastrophic leave request. If more than one person is donating days, the GHTA Executive Board will provide a list in writing to the Treasurer of the order in which sick days will be donated.
- b. The GHTA Executive Board may award a maximum of fifteen (15) days per request to a member who submits his/her initial request and if he/she meets the qualifications for eligibility. The GHTA Executive Board shall notify the board Treasurer in writing, the number of days a member is to be awarded. The member will only be entitled to those days which are essential. If days allotted are greater than the need, the GHTA Executive Board shall identify to the Treasurer in writing the donor member(s) to whom the unused donated days shall be returned.

- c. If it becomes apparent that he/she will not be able to return to work at the expiration of the first 15-day period awarded, the member may reapply for an additional 15 days, not to exceed the maximum allotment of 30 days. The additional allotment of days determined will be the final decision of the GHTA Executive Board.
- d. A member may only apply for days after he/she has exhausted all available leaves.
- e. A member applying shall be required to provide the GHTA Executive Board with medical certification from a licensed physician attesting the member's condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recovery, the GHTA Executive Board, at its discretion, may require a second medical opinion.
- f. The decision of the GHTA Executive Board regarding the approval or disapproval of requests for sick leave days from the GHTA "CLP" shall be a final decision and shall not be appealable through any internal grievance process or external legal proceeding. Neither GHTA nor the Garfield Heights Board of Education shall be held liable for the approval or disapproval of request for sick days in the GHTA "CLP".
- g. Elective medical procedures (or procedures including surgery, which can be performed during a time period where it would not impact on employment time) shall not be approved.
- h. If adequate and compliant information and medical certification is provided and a request is approved, the GHTA Executive Board will notify the employee and the Treasurer's office in writing, of its decision within 48 hours after reviewing the information and certification. The GHTA Executive Board must have a minimum of five (5) GHTA Executive Board members to convene.

All medical information will be kept confidential.

## ARTICLE XII - EMPLOYMENT OF RETIRED TEACHERS

The parties agree to abide by the following terms and conditions relating to the re-employment of a teacher following such teacher's service retirement. Specifically, the parties agree that:

### 12.1 EMPLOYMENT/RE-EMPLOYMENT

- 12.11 The board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is not expectation of continued employment or re-employment when a teacher retires from the Garfield Heights City Schools.

### 12.2 SALARY SCHEDULE PLACEMENT

- 12.21 At the discretion of the Board of Education, the re-employed teacher will start with salary schedule placement experience of up to a minimum of step 1 and a maximum of step 5. The re-employed teacher will be advanced one year on the salary schedule for each year of employment service in the district.

12.3 SICK LEAVE

12.31 The re-employed teacher shall commence employment with zero days of accumulated sick leave.

12.4 SENIORITY

12.41 Seniority for retired teachers newly hired by the Board as well as for retired Garfield Heights City Schools teachers returning to employment with the Board after retirement will be zero (0) upon such employment, and all references in the collective bargaining agreement to "years of service with the district," etc. shall mean years of service earned after employment by the Board following retirement.

12.5 CONTRACT

12.51 Teachers employed by the Board after retirement shall not be eligible for continuing contracts and are restricted to limited contracts of employment.

12.6 RETIREMENT INCENTIVE/SEVERANCE PAY

12.61 Re-employed teachers are not eligible to participate in any retirement incentive program, but they are eligible for regular severance pay.

12.7 CONTRACT OF EMPLOYMENT

12.71 The contract of employment will be for one year and is automatically non renewed at the conclusion of that year without the need for compliance with ORC Sections 3319.11 and 3319.111. Re-employed teachers will be evaluated pursuant to Section 9.4.

12.8 DURING REDUCTION IN FORCE

12.81 In the event of a reduction in force, the re-employed teacher will not have any bumping rights.

12.9 EFFECT ON EXISTING PROGRAMS

12.91 Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.

12.10 BARGAINING UNIT

12.101 Subject to these provisions, re-employed teachers are part of the bargaining unit.

12.11 SICK LEAVE ACCUMULATION

12.111 Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.

### ARTICLE XIII - PART TIME/SHARED POSITIONS

#### 13.1 REQUEST FOR

13.11 Part time or shared positions can be requested but not necessarily granted. In determining such request, the superintendent will use the following criteria:

- availability of part time teachers.
- continuity within the classroom
- feasibility and appropriateness of proposal

#### 13.2 SUBMISSION OF PROPOSAL

13.21 It is the responsibility of requesting teacher(s) to submit in writing such proposal to the superintendent for his/her consideration.

#### 13.3 LENGTH OF ASSIGNMENT

13.31 Under any circumstances, such positions shall be for one school year, subject to reappraisal, discontinuation and modification, at the end of each year. The decision of the superintendent is final and not grievable.

#### 13.4 FRINGE BENEFITS

13.41 To be eligible to receive fringe benefits, a part time teacher must be employed at least three-fifths time.

### ARTICLE XIV - WAGES, HOURS, TERMS OF EMPLOYMENT

#### 14.1 CONTRACTS

14.11 The Garfield Heights City Schools will continue to function within the legal process regarding contractual obligations. The Garfield Heights City Schools will continue to use approved forms for contractual obligations.

14.12 The Board shall provide every teacher an individual written contract in keeping with the provisions of the Ohio Revised Code and Board-adopted policies.

#### 14.13 Limited Contracts

14.131 All teachers shall be given one-year contracts until qualified for and awarded continuing status.

14.132 Such contracts shall be signed by the teacher and the appropriate Board officers and shall set forth the salary to be paid. The teacher's training classifications shall be shown on the contract.

14.133 Contracts of re-employment shall normally be issued to all teachers to be reappointed on or about May 1 each year.

14.134 Those teachers holding limited contracts shall normally be notified of salaries within 30 days of the regular April Board of Education Meeting. Such annual notice shall set forth the teacher's training classification.

14.14 Continuing Contracts

14.141 Continuing contracts shall be granted to those teachers qualified as to certificate and service and recommended to the Board by the Superintendent of Schools. Such contracts shall be signed by the teacher and the appropriate Board officers and shall set forth the salary to be paid. The teacher's training classification, step on schedule, and blocks of credit earned shall be shown on the contract.

14.142 Those teachers holding continuing contracts shall normally be notified of salaries within 30 days of the regular April Board of Education Meeting. Such annual notice shall set forth the teacher's training classification.

14.15 Supplemental Contracts

14.151 All teachers assigned additional responsibilities and/or granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code.

14.152 Contracts of employment shall be issued for the term of not more than one (1) year to all teachers performing assigned supplemental duties in addition to regular teaching duties.

14.153 Such contracts shall set forth the supplemental duties to be performed including the compensation to be paid. All contracts shall be signed by the teacher and the appropriate Board officers.

14.154 Renewal considerations for a non-teacher supplemental issued previously where no teacher expressed interest will be given equal consideration to his/her qualifications as that of a teacher making new application.

14.2 SALARY REDUCTION PICK-UP

14.21 The Board shall implement the salary reduction pick-up to STRS as mandated by the Ohio Revised Code.

14.3 CONTRACTUAL PAYOFF FOR RETIREES

14.31 Those employees retiring on or before July 1st, all remaining earned wage will be paid in the last paycheck in June.

14.32 Medical Insurance for retiring employees will terminate as of June 30<sup>th</sup>.

## ARTICLE XV - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

### 15.1 Local Professional Development Committee

The Garfield Heights City Schools Local Professional Development Committee (LPDC), operating under the requirements of SB 230; OAC 3301-24-08, and policies established by the Garfield Heights Schools Board of Education, will review all certificate license renewal applications for all certificated employees. The LPDC is the official body through which Garfield Heights School District certificated/licensed employees must seek credential renewal.

## ARTICLE XVI - FRINGE BENEFITS

### 16.1 Hospitalization and Major Medical Insurance

- 16.11 Eligibility: All employees who are scheduled to regularly work more than thirty (30) hours per week shall be eligible for Board paid health insurance, major medical insurance, prescription coverage, dental insurance and Vision Care.

The Board shall contract for and provide health insurance, major medical insurance, prescription coverage, dental insurance, and Vision Care, family or single, as appropriate, for eligible certified/licensed employees. The Board will offer the following plans and all eligible employees will pay the following monthly contributions:

#### SuperMed Garfield Plan – see schedule in Appendix E-1:

From 7/1/18 through 12/31/18, the employee monthly contribution shall equal 10% of the cost of the Board's premium.

From 1/1/19 through 9/30/19, the employee monthly contribution shall equal 12.5% of the cost of the Board's premium.

Beginning 10/1/19, the employee monthly contribution shall equal 13% of the cost of the Board's premium.

#### IDEAL Plan – see schedule in Appendix E-2:

This plan will be made available to employees on and after 10/1/15.

From 7/1/18 through 12/31/18, the employee monthly contribution shall equal 10% of the cost of the Board's premium.

From 1/1/19 through 9/30/19, the employee monthly contribution shall equal 12.5% of the cost of the Board's premium.

Beginning 10/1/19, the employee monthly contribution shall equal 13% of the cost of the Board's premium.

Minimum Value Plan – see schedule in Appendix E-3:

This plan will be made available to employees on and after 10/1/15.

From 7/1/18 through 6/30/20, there shall be no monthly contribution for employees choosing the minimum value plan.

Any monthly contribution shall be payroll-deducted equally over 26 pays.

Employees shall have the opportunity to open enroll one time per year (September 1 through September 30) in one of the three available plans.

The Board of Education will follow all federal health care mandates. Any modifications to Article 16 that require a 60-day wait period under federal law prior to implementation will take effect 60-days after the required notification has been provided.

Those eligible certified/licensed employees who elect not to participate in the District's health insurance program shall be eligible for a lump sum payment of \$2,000 if eligible for the family plan and \$900 if eligible for single coverage. In the event a husband and wife are both employed by the Board and one elects family health care coverage:

- A. The other spouse shall not be entitled for this lump sum payment.
- B. The other spouse shall not be entitled to elect single coverage or family health care coverage unless family coverage is required for one of the other spouse's dependents or any other demonstrated reason mutually agreed upon by the Board and the Association.

16.12 The Board shall provide a plan to allow for tax deferment of monthly contributions where permissible by law.

16.13 Spousal insurance

This provision becomes effective March 1, 2013. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance, sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) OR in lieu of the employer (or public retirement plan) sponsored group insurance coverage(s) may secure his/her own individual health insurance policy.

This requirement does not apply to any spouse who is also employed by the Garfield Heights City Schools. This requirement also does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage. This requirement also does not apply to any spouse if a Health Savings Account ("HSA") is the only option that spouse has for health insurance.

Upon the spouse's enrollment in such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits. If an employee's spouse enrolls in his/her employer's health insurance, the employee shall not be required to enroll in single coverage offered by the Board of Education, provided the employee is eligible for family coverage.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Board of Education of his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Board of Education Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Board of Education Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board of Education Plan. Any amount to be reimbursed may be deducted from the benefits to which the employee would otherwise be entitled. In addition, your spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Any employee submitting false information will be subject to disciplinary action, up to and including termination of employment.

For employee spouses who are enrolled in their employer's insurance plan or in lieu of enrolling in their employer's plan secured his/her own individual health insurance policy, the Board agrees to reimburse employees up to One Hundred Twenty-Five Dollars (\$125.00) per month of actual documented premium costs paid by the employee's spouse to his/her employer for single and prescription drug medical coverage. Such reimbursement shall be tax-free. Requests for reimbursement with attached documentation demonstrated that such premium contributions were made shall be submitted to the Treasurer's office.

## 16.2 Group Life Insurance

- 16.21 The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each teacher. Life insurance shall be furnished in the amount of \$50,000.00. The Board will attempt to make arrangements with the present carrier so that members of

the unit can purchase additional life insurance at group rates on increments of \$5,000.00. The cost of such additional insurance is to be paid entirely by the Teacher.

16.3 Severance Pay

16.31 Severance pay to teachers shall be granted by the Board with the following conditions:

16.32 The teachers must have at least five (5) years' service with the Garfield Heights City Schools.

16.33 Severance pay is granted only to those teachers who reach retirement age while actively employed by the Board, and have been granted retirement by the State Teachers Retirement System.

16.34 Half payment will be made in one lump sum within sixty (60) days after proof of retirement, and half deferred severance pay to July 1st after the calendar year in which he/she retires. For those who retire with 25 days or less severance, the option of receiving severance in one lump sum will be available.

16.341 Deferral of Severance Pay

Retiring teachers who are entitled to severance pay shall have their "Severance Pay" mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). This arrangement shall be referred to herein as the "403(b) Plan". The provisions of this section are effective for all employees whose retirement effective dates are after the date of this agreement. Any deferral under the 403(b) Plan shall meet applicable IRS regulation requirements.

The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of VOYA. A participant in the 403(b) Plan shall complete the VOYA enrollment forms, and unless and until a retiring teacher does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the retiring teacher. A successor company or companies may be selected at any time by mutual agreement of the Board and the Association.

If a retiring teacher is entitled to have a contribution paid to the 403(b) Plan, completed necessary VOYA enrollment forms, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the 403(b) Plan provider and then paid to a Beneficiary of the retiring teacher in accordance with the terms of the 403(b) Plan, unless otherwise ordered by a probate court.

The Plan Year of the 403(b) Plan shall be the calendar year.

All contributions to the 403(b) Plan and all deferrals to a TSA shall be subject to reduction for any tax withholding or other withholding that the Treasurer in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA.

- 16.35 Severance pay is granted only to those teachers who reach retirement age while actively employed by the Board, and have been granted retirement by the State Teachers Retirement System.
- 16.36 Teachers will be paid for one-half (1/2) of their sick leave balance at the time of retirement up to a maximum of one-half (1/2) of one hundred seventy-five (175) days at the per diem rate at the time of retirement.
- 16.37 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued but unused by the teacher at the time payment is made.

16.4 Merit Incentive for Attendance

- 16.41 Each teacher, full or part time, who has used no sick or personal leave or leave without pay during a quarter shall receive a merit incentive for attendance of \$100 for that quarter. If a teacher uses sick leave on a day of an injury/accident that occurred at work, it shall not count as sick leave for purposes of this Provision. Payment of the incentive shall be made no later than the second pay following the close of the semester.

16.5 Health Care Committee

The Board shall convene a health care committee comprised of the Treasurer/Director of Business Services, Director of Human Resources, the GHTA President and one representative of his/her choice, and the OAPSE President and one representative of his/her choice. The HC Committee shall meet in October to discuss its operation during the school year. The purpose of the HC Committee shall be to make recommendations designed to optimize the quality of health care available to the District's employees and improve the cost effectiveness of the health insurance program. Committee members shall review data, collaborate on examining options in plan design, and ultimately consider recommending plan design changes to their respective constituents.

ARTICLE XVII - SUPPLEMENTAL ASSIGNMENTS

- 17.1 New positions may be created by the administration, but the salaries for said positions shall be established with the association president's input prior to Board approval.
- 17.2 Nothing in this agreement shall violate Title IX regulations.
- 17.3 This negotiated agreement does not guarantee that supplemental assignments and positions, in part or in whole, be in existence or filled over the duration of this contract.
- 17.4 Posting of supplemental contract openings shall follow provisions of Ohio Revised Code.
- 17.5 Volunteers shall not be used to replace existing supplemental positions.

ARTICLE XVIII - SUPPLEMENTAL SALARY SCHEDULE

- 18.1 The supplemental salary schedule defines the compensation levels for extra- curricular coaching assignments, co-curricular positions, and department chairperson responsibilities.

- 18.2 Seasonal supplementals will be paid in three equal pays during the season: first pay pre-season, second pay mid-season, and third pay at completion of duties.

See Supplemental Salary Schedule attached as Appendix G.

#### ARTICLE XIX - SALARY SCHEDULE

- 19.1 The salary schedule for staff shall be as attached (Appendix F) and reflect the following:

Effective July 1, 2018, each bargaining unit member eligible for a step increase will receive a step increase equal to one step level higher on the salary schedule that he/she was on as of June 30, 2018.

Effective July 1, 2019, each bargaining unit member eligible for a step increase will receive a step increase equal to one step level higher on the salary schedule that he/she was on as of June 30, 2019.

On July 1, 2018, there will be a one percent (1%) increase on the base salary.

On July 1, 2019, there will be a one percent (1%) increase on the base salary.

- 19.2 All hours beyond the Bachelor's and Master's degree are graduate semester hours and must be in the area of current teacher certification, work towards a new area of teacher certification, and in an accredited department of graduate education.

#### ARTICLE XX - CONTRACT DURATION

- 20.1 The agreement commences July 1, 2018, and continues in full force and effect through midnight, June 30, 2020. It terminates the previous agreement dated July 1, 2017 through June 30, 2018. If during the term of this agreement there is a change in any applicable federal or state law which would invalidate any provisions of this agreement, the parties will meet to resolve any necessary changes in the agreement relative to the affected provision only.
- 20.2 In witness thereof, the parties have caused their names to be subscribed this \_\_ day of January, 2019.
- 20.3 The Parties agree that upon reaching an agreement, it is their intent to follow the agreement and that any concerns regarding alleged discrimination in regard to hire or tenure or any term or condition of employment on the basis of the exercise of rights guaranteed by Chapter 4117 of the Ohio Revised Code will be addressed under the procedures in O.R.C. 4117.11(A)(3).

[SIGNATURES ON FOLLOWING PAGE]

The Board of Education of the  
Garfield Heights City Schools



Terrance S. Olzewski, Superintendent



Gary Wolske, Board President



Allen D. Sluka, Treasurer

Garfield Heights Teachers Association



N. Douglas Sommers, President



Terese LePelley, Vice President

4/9/19

4.9.19

**File: AFC-1 (Also GCN-1)**

## **EVALUATION OF CERTIFIED STAFF**

(Ohio Teacher Evaluation System)

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education (SBOE).

The Board directs the Superintendent/designee to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of collective bargaining agreements entered into on or after September 24, 2012.

Notwithstanding Ohio Revised Code Section (RC) 3319.09, this policy applies to any person employed under a teacher license issued under RC 3319, or under a professional or permanent teacher's certificate issued under former RC 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

### **Credentialed Evaluators**

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE). Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment. The Board adopts a list of approved credentialed evaluators chosen from ODE's list.

### **Effectiveness Rating**

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures.

Annually, the Board submits to the ODE the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

### **Teacher Performance Calculation**

Teachers are evaluated via two formal observations and periodic classroom walk-throughs. The teacher performance measure is based on the Ohio Standards for the Teaching Profession.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools.

### **Student Growth Calculation**

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e); (2) ODE-approved assessments and/or (3) Board-determined measures. When available, value-added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value-added progress dimension is applicable.

If a teacher's schedule is comprised only of courses or subjects for which value-added data is applicable, the entire student academic growth factor of the evaluation for such teachers shall be based on the value-added progress dimension.

Value-added data based on the results of state assessments administered in the 2014-2015 and 2015-2016 school years will not be used to assess student academic growth. Such data also will not be used when making dismissal, retention, tenure or compensation decisions. The Board may administer ODE-approved assessments and/or local measures of student growth using state-designed criteria and guidance for teachers of subjects where value-added scores from state assessments are not available. Evaluations for teachers of grade levels and subject areas for which the value-added progress dimension is applicable, and where no other measure is available to determine student academic growth, shall be based solely on teacher performance.

Students with 45 or more excused or unexcused absences during the full academic year will not be included in the calculation of student academic growth. Data from Board-determined multiple measures will be converted to a score of: (1) Least Effective, (2) Approaching Average, (3) Average, (4) Above Average or (5) Most Effective student growth levels.

### **Professional Growth and Improvement Plans**

Teachers with a final summative rating of Accomplished must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Teachers with a final summative rating of Skilled must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list and will have input on their credentialed evaluator.

Teachers with a final summative rating of Developing must develop professional growth plans with their credentialed evaluators. The Superintendent/designee approves the professional growth plan and assigns the credentialed evaluator.

Teachers with a final summative rating of Ineffective must develop an improvement plan with their credentialed evaluators. The Superintendent/designee approves the improvement plan and assigns the credentialed evaluator.

### **Evaluation Time Line**

District administrators evaluate teachers annually. Annual evaluations include two formal observations at least 30 minutes each and periodic classroom walk-throughs. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle.

All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations carried out under this policy, and whose student growth measures are at least average or higher every three years. Such evaluations are completed by May 1 of the evaluation year. Teachers evaluated on this basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

The Board evaluates teachers receiving effectiveness ratings of Skilled on those teachers' most recent evaluations carried out under this policy, and whose student growth measures are at least average or higher every two years. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

### **Testing for Ineffective Teachers in Core Subjects**

Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by ODE.

### **Retention and Promotion**

The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use by District administrators in making retention and promotion decisions based on evaluation results.

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations.

### **Poorly Performing Teachers**

The Board uses evaluation results for removing poorly performing teachers. The Board adopts procedures for removing poorly performing teachers based on evaluation results.

### **Professional Development**

The Board allocates financial resources to support professional development in compliance with State law and the SBOE's evaluation framework.

[Adoption date: August 19, 2013]

[Re-adoption date: December 16, 2013]

[Re-adoption date: October 20, 2014]

[Re-adoption date: March 16, 2015]

[Re-adoption date: April 18, 2016]

LEGAL REFS.: ORC [3319.11](#); [3319.111](#); [3319.112](#); [3319.114](#); [3319.16](#); [3319.58](#)

Chapter [4117](#)

OAC [3301-35-05](#)

CROSS REFS.: [AF](#), Commitment to Accomplishment

[GBL](#), Personnel Records

GCB, Certified Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

Garfield Heights City Schools  
OTES Student Growth Measurement

Teacher Category	Value-Added 50%	Vendor Assessment 50%	Local Education Agency Measure 50%		Total
			SLO	Shared Attribution	
A1 (Value-Added only) Teachers of only <i>grades 4-8 Reading and/or math</i>	50% Reading or Math VA Score or average if both VA subjects taught	0			50%
A2 (Value-Added and other subjects) Teachers of grade 4-8 Reading and/or Math plus other subject(s)	Up to 50% either Reading, or Math or average if both VA subjects taught (proportionate to schedule)			% Shared Attribution (SA) calculation: VA% + SA% = 50%  SA% = grade-level value added reading average for the building	50%
B (Approved Vendor Assessment)					
Grades K-3 Who Teach Reading		50% Vendor Approved Reading Score			50%
Grades 9-10 Reading or Math Individual Score		50% Vendor Approved Reading or Math Score			50%
C (LEA Measure) All others under OTES				50% K-8: Building Av. VA Reading 9-12: Building Av. Vendor Reading	50%

8-18-14

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Appendix B



## NON OTES Teacher Evaluation

Teacher: \_\_\_\_\_

School: \_\_\_\_\_

School Year: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Present Contract Status: \_\_\_\_\_

## Summary Evaluation Report

Domain A: Planning and Preparation	U	B	P	D
A1 Knowledge of Content and Pedagogy				
A2 Demonstrating Knowledge of Students				
A3 Selecting Instructional Goals				
A4 Demonstrating Knowledge of Resources				
A5 Designing Coherent Instruction				
A6 Assessing Student Learning				

**Evaluator's Comments:**

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Domain B: The Classroom Environment	U	B	P	D
B1 Creating an Environment of Respect and Rapport				
B2 Establishing a Culture for Learning				
B3 Managing Classroom Procedures				
B4 Managing Student Behavior				
B5 Organizing Physical Space				

**Evaluator's Comments:**

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**Key: U - Unsatisfactory   B - Basic   P - Proficient   D - Distinguished**

<b>Domain C: Instruction</b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>
<b>C1</b> Communicating Clearly and Accurately				
<b>C2</b> Using Questioning and Discussion Techniques				
<b>C3</b> Engaging Students in Learning				
<b>C4</b> Providing Feedback to Students				
<b>C5</b> Demonstrating Flexibility and Responsiveness				

**Evaluator's Comments:**

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<b>Domain D: Professional Responsibility</b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>
<b>D1</b> Reflecting on Teaching				
<b>D2</b> Maintaining Accurate Records				
<b>D3</b> Communicating with Families				
<b>D4</b> Contributing to the School and District as Required by Contract				
<b>D5</b> Growing and Developing Professionally				
<b>D6</b> Showing Professionalism				

**Evaluator's Comments:**

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**Key: U - Unsatisfactory   B - Basic   P - Proficient   D - Distinguished**

# Domain A – Planning and Preparation

## Levels of Performance

Planning and Preparation	U: Unsatisfactory	B: Basic	P: Proficient	D: Distinguished
<b>A1: Knowledge of Content and Pedagogy</b> <ul style="list-style-type: none"> <li>Knowledge of content</li> <li>Knowledge of prerequisite relationships</li> <li>Knowledge of content related pedagogy</li> </ul>	<ul style="list-style-type: none"> <li>Displays little understanding of the subject or structure of discipline or of content related pedagogy</li> </ul>	<ul style="list-style-type: none"> <li>Represents basic understanding of content and pedagogy, but does not extend to prerequisite relationships, connections with other disciplines, or possible student misconceptions</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates solid understanding of the content and its prerequisite relationships and anticipates possible student misconceptions</li> <li>Instructional practices reflect acceptable or reliable pedagogical knowledge</li> </ul>	<ul style="list-style-type: none"> <li>Displays understanding of content and pedagogy that is extensive, showing evidence of a continuing search for improved practice</li> <li>Actively builds on knowledge of prerequisites and misconceptions when planning instruction or seeking causes for student understanding</li> </ul>
<b>A2: Demonstrating Knowledge of Students</b> <ul style="list-style-type: none"> <li>Knowledge of characteristics (intellectual, social, and emotional) of age group</li> <li>Knowledge of students' varied approaches to learning</li> <li>Knowledge of students' skills &amp; knowledge</li> <li>Knowledge of students' cultural heritage</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates little or no knowledge of students' backgrounds, skills, abilities or interests</li> <li>Does not use such information in planning</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates partial knowledge of students' backgrounds, skills, interests and abilities</li> <li>Attempts to use this knowledge in planning for classes as a whole</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates some knowledge of students' backgrounds, skills, interests, and abilities</li> <li>Uses this knowledge to plan for a class as a whole and for groups of students</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates thorough knowledge of students' backgrounds, skills, interests, and abilities</li> <li>Uses this knowledge to plan for individual student learning</li> </ul>
<b>A3: Selecting Instructional Goals</b> <ul style="list-style-type: none"> <li>Value</li> <li>Clarity</li> <li>Suitability for diverse students</li> <li>Balance</li> </ul>	<ul style="list-style-type: none"> <li>Goals are of limited value and poorly linked to district standards</li> <li>Goals provide no or few opportunities for integration</li> <li>Goals do not permit viable methods of assessments</li> </ul>	<ul style="list-style-type: none"> <li>Goals are of moderate value and are loosely related to district curriculum standards</li> <li>Goals are suitable for most students in the class, but no adaptations are made</li> <li>Goals permit viable methods of assessment</li> </ul>	<ul style="list-style-type: none"> <li>Goals represent viable learning linked to district curriculum standards</li> <li>Goals are suitable for most students in the class; some adaptations made</li> <li>Goals reflect opportunities for integration and permit viable methods of assessments</li> </ul>	<ul style="list-style-type: none"> <li>Goals reflect high-level learning related to district curriculum standards</li> <li>Goals are adapted where necessary to the needs of individual students</li> <li>Goals permit viable methods of assessment</li> </ul>
<b>A4: Demonstrating Knowledge of Resources</b> <ul style="list-style-type: none"> <li>Resources for teaching</li> <li>Resources for students</li> </ul>	<ul style="list-style-type: none"> <li>Makes no effort to locate resources available either for teaching or for students who need them</li> </ul>	<ul style="list-style-type: none"> <li>Displays limited knowledge of resources available either for teaching or for students who need them</li> </ul>	<ul style="list-style-type: none"> <li>Fully aware of resources available for teaching</li> <li>Gains access to school and district resources for students when needed</li> </ul>	<ul style="list-style-type: none"> <li>Seeks out resources for teaching in professional organizations and in the community</li> <li>Uses resources available for students who need them in the school, the district, and the larger community</li> </ul>
<b>A5: Designing Coherent Instruction</b> <ul style="list-style-type: none"> <li>Learning activities</li> <li>Instructional materials and resources</li> <li>Instructional groups</li> <li>Lesson and unit structure</li> </ul>	<ul style="list-style-type: none"> <li>Elements of design do not support the stated instructional goals or engage students in meaningful learning</li> <li>Lesson/unit has no defined structure</li> <li>Long range planning is not evident</li> </ul>	<ul style="list-style-type: none"> <li>Most elements of instructional design support the goals and engage the students in learning</li> <li>Lesson/unit and long range planning has a recognizable structure that aligns with district standards</li> </ul>	<ul style="list-style-type: none"> <li>Elements of the instructional design support the stated goals and engage the students in meaningful learning</li> <li>Lesson/unit and long-range plans have a clearly defined structure that aligns with district standards</li> </ul>	<ul style="list-style-type: none"> <li>All elements of instructional design support the stated goals, engage students in meaningful learning and show evidence of student input</li> <li>Lesson/unit and long-range plans are highly coherent and have a clear structure that aligns with district goals</li> </ul>
<b>A6: Assessing Student Learning</b> <ul style="list-style-type: none"> <li>Congruence with instructional goals</li> <li>Criteria and standards</li> <li>Use of data for planning</li> <li>Timely</li> </ul>	<ul style="list-style-type: none"> <li>Approach to assessing a student learning contains no clear criteria or standards and lacks congruence with instructional goals</li> <li>Plans to use assessment data in</li> <li>Designing future instruction is not in evidence</li> <li>Planning for formative assessment with instructional feedback is not evident</li> </ul>	<ul style="list-style-type: none"> <li>Partially aligned with the goals and usually includes criteria and standards that are clear and understood by students</li> <li>Use of assessment data to plan for future instruction of the class as a whole is in evidence</li> <li>Planning for formative assessment with instructional feedback to students is minimal</li> </ul>	<ul style="list-style-type: none"> <li>Aligned with the goals and clear assessment criteria and standards have been communicated to students</li> <li>Use of assessment data to plan for future instruction for groups of students or individuals is in evidence</li> <li>Assessment with timely feedback is integrated into instruction throughout the unit</li> </ul>	<ul style="list-style-type: none"> <li>Fully aligned with the instructional goals, with clear assessment criteria and standards that are not only understood by students but also show evidence of student participation in their development</li> <li>Evidence of engaging students in monitoring their own progress goals</li> <li>Use of assessment data to plan for future instruction is evident</li> <li>Assessment with timely feedback is integrated into the instruction</li> </ul>

**Domain B – The Classroom Environment  
Levels of Performance**

The Classroom Environment	U: Unsatisfactory	B: Basic	P: Proficient	D: Distinguished
<b>B1: Creating an Environment of Respect and Rapport</b> <ul style="list-style-type: none"> <li>Teacher interaction with students</li> <li>Student interaction</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students are negative, demeaning, sarcastic, or inappropriate</li> <li>Student interactions are characterized by conflict, sarcasm, or put-downs</li> <li>Teacher ignores or does not address student behaviors</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students are generally appropriate, free from conflict</li> <li>Displays of insensitivity to students are rare</li> <li>Teacher recognizes and addresses student disrespect</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students reflect warmth, caring, and are generally respectful of cultural and developmental differences among students</li> <li>Student interactions are generally polite and respectful</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students are highly respectful and reflect genuine warmth and caring toward individuals</li> <li>Students themselves monitor interactions to ensure high levels of civility</li> <li>Teacher and students encourage mutual respect</li> </ul>
<b>B2: Establishing a Culture for Learning</b> <ul style="list-style-type: none"> <li>Importance of content</li> <li>Student pride in work</li> <li>Expectations for learning and achievement</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom, there is low teacher commitment to the subject and low expectations for student achievement</li> <li>There is little student pride in work</li> <li>There are few, if any, opportunities for students to be active participants in learning</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom there is genuine enthusiasm and consistent commitment for the subject by both teacher and students</li> <li>There are high expectations for student achievement and consistent evidence of student pride in their work</li> <li>There are many opportunities for students to be active participants in the learning</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom, there is a passionate commitment to the subject and its value is important to teacher and students alike</li> <li>There are high expectations for the learning of all students</li> <li>Student responsibility in establishing a culture for learning is in evidence as students take pride in their work, initiate improvements to their smooth functioning</li> <li>Instructional groups assume responsibility for productivity and are engaged at all times</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom, there is a passionate commitment to the subject and its value is important to teacher and students alike</li> <li>There are high expectations for the learning of all students</li> <li>Student responsibility in establishing a culture for learning is in evidence as students take pride in their work, initiate improvements to their smooth functioning</li> <li>Instructional groups assume responsibility for productivity and are engaged at all times</li> </ul>
<b>B3: Managing Classroom Procedures</b> <ul style="list-style-type: none"> <li>Management of instructional groups, transitions, materials, and supplies</li> <li>Performance of non-instructional duties</li> <li>Utilization of volunteers and paraprofessionals</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's classroom routines and procedures are nonexistent, and/or inefficient</li> <li>Loss of instructional time is excessive or detrimental to student learning</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's classroom routines and procedures are established, but function unevenly or inconsistently</li> <li>There is loss of instructional time</li> <li>Instructional groups are partially organized resulting in some off-task behaviors</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's classroom routines and procedures are established and function smoothly</li> <li>There is little loss of instructional time</li> <li>Instructional groups are organized, resulting in student engagement at all times</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's classroom routines and procedures are seamless in their operation and students assume considerable responsibility for their smooth functioning</li> <li>Instructional groups assume responsibility for productivity and are engaged at all times</li> </ul>
<b>B4: Managing Student Behavior</b> <ul style="list-style-type: none"> <li>Expectations</li> <li>Monitoring of student behavior</li> <li>Response to student misbehavior</li> </ul>	<ul style="list-style-type: none"> <li>Student behavior in the classroom is poor, with no clear expectations</li> <li>Student behavior is not monitored, or responded to, or the response is inappropriate</li> </ul>	<ul style="list-style-type: none"> <li>The teacher has made an effort to establish standards of conduct for students</li> <li>The teacher monitors student behavior and responds to student misbehavior; however, these efforts are not always successful</li> </ul>	<ul style="list-style-type: none"> <li>The teacher is aware of student behavior at all times and has established clear standards of conduct</li> <li>The teacher responds to misbehaviors in ways that are appropriate and respectful of the students</li> </ul>	<ul style="list-style-type: none"> <li>The teacher's monitoring of student behavior is subtle and preventive</li> <li>The teacher's response to student behavior is sensitive to individual student needs</li> <li>The students' behavior is entirely appropriate and shows evidence of students' participation in setting expectations and monitoring behaviors</li> </ul>
<b>B5: Organizing Physical Space</b> <ul style="list-style-type: none"> <li>Safety and arrangement of furniture</li> <li>Accessibility to learning and use of physical resources</li> </ul>	<ul style="list-style-type: none"> <li>The teacher makes poor use of the physical environment resulting in unsafe and/or disorganized conditions</li> <li>There are inaccessible learning conditions for some students</li> </ul>	<ul style="list-style-type: none"> <li>The teacher's classroom is safe and allows essential learning to be accessible to all students</li> </ul>	<ul style="list-style-type: none"> <li>The teacher's classroom is safe and encourages students to contribute to the safety of the physical environment</li> <li>Both teacher and students use physical resources optimally, ensuring that learning is accessible to all</li> </ul>	<ul style="list-style-type: none"> <li>The teacher's classroom is safe and encourages students to contribute to the safety of the physical environment</li> <li>Both teacher and students use physical resources optimally, ensuring that learning is accessible to all</li> </ul>

**Domain C – Instruction**  
Levels of Performance

Instruction	U: Unsatisfactory	B: Basic	P: Proficient	D: Distinguished
<b>C1: Communicating Clearly and Accurately</b> <ul style="list-style-type: none"> <li>Directions and procedures</li> <li>Oral and written language</li> <li>Learning goals</li> </ul>	<ul style="list-style-type: none"> <li>Directions, procedures, oral and written language and learning goals contain errors</li> <li>May not be expressed at an appropriate level of difficulty causing some student confusion</li> </ul>	<ul style="list-style-type: none"> <li>Directions, procedures, oral and written language and learning goals contain no errors</li> <li>Use of questioning is a combination of low and high quality</li> <li>Attempts to engage students in discussion yield uneven results and limited success</li> </ul>	<ul style="list-style-type: none"> <li>Directions, procedures, oral and written language and learning goals are clear and accurate</li> <li>Use of vocabulary and level of detail are appropriate to students</li> </ul>	<ul style="list-style-type: none"> <li>Directions, procedures, oral and written language and learning goals are clear and expressive</li> <li>Possible student misconceptions are anticipated</li> </ul>
<b>C2: Using Questioning and Discussion Techniques</b> <ul style="list-style-type: none"> <li>Quality of questions</li> <li>Discussion techniques</li> <li>Student participation and discussion</li> </ul>	<ul style="list-style-type: none"> <li>Use of questions is limited to low level, literal responses</li> <li>Discussion is predominantly recitation</li> <li>Only a few students participate</li> <li>Adequate wait time is not given</li> </ul>	<ul style="list-style-type: none"> <li>Use of questioning is a combination of low and high quality</li> <li>Attempts to engage students in discussion yield uneven results and limited success</li> </ul>	<ul style="list-style-type: none"> <li>Use of questioning and discussion techniques reflects all levels of questioning</li> <li>True discussion and full participation by all students is evident</li> </ul>	<ul style="list-style-type: none"> <li>Questions are of uniformly high quality</li> <li>Adequate time is allowed for student responses</li> <li>Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion</li> </ul>
<b>C3: Engaging Students in Learning</b> <ul style="list-style-type: none"> <li>Representation of content</li> <li>Activities and assignments</li> <li>Grouping of students</li> <li>Instructional materials and resources</li> <li>Structure and pacing</li> </ul>	<ul style="list-style-type: none"> <li>Students are not engaged in significant learning resulting from: <ul style="list-style-type: none"> <li>Inappropriate activities or materials</li> <li>Poor representation of content</li> <li>Grouping of students, or lack of lesson structure, poor pacing, or lack of closure</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Students are engaged only partially in significant learning, resulting from: <ul style="list-style-type: none"> <li>Activities or materials of uneven quality</li> <li>Inconsistent representations of content</li> <li>Grouping of students, or uneven structure, pacing, or closure</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Students are engaged in significant learning throughout the lesson with: <ul style="list-style-type: none"> <li>Appropriate activities and materials</li> <li>Instructional representations of content</li> <li>Grouping of students, and</li> <li>Suitable structure, pacing, and closure of the lesson</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Students are engaged in significant learning throughout the lesson with: <ul style="list-style-type: none"> <li>Student contributions</li> <li>Appropriate activities and materials</li> <li>Instructional representation of content</li> <li>Grouping of students, and</li> <li>Suitable structure, pacing, and closure allowing for reflection</li> </ul> </li> </ul>
<b>C4: Providing Feedback to Students</b> <ul style="list-style-type: none"> <li>Quality, accurate, substantive, constructive, and specific</li> <li>Timeliness</li> </ul>	<ul style="list-style-type: none"> <li>Provides students with poor quality or limited feedback that is given in an untimely manner</li> </ul>	<ul style="list-style-type: none"> <li>Provides students with feedback that is uneven in quality and content, and may not be timely</li> </ul>	<ul style="list-style-type: none"> <li>Provides students with consistently high quality, specific and timely feedback</li> <li>Students make use of the feedback in their learning</li> </ul>	<ul style="list-style-type: none"> <li>Teacher provides students with consistently high quality, specific, timely feedback</li> <li>Students are led to self-assess their own learning</li> </ul>
<b>C5: Demonstrating Flexibility and Responsiveness</b> <ul style="list-style-type: none"> <li>Response to students</li> <li>Lesson adjustments</li> <li>Persistence</li> </ul>	<ul style="list-style-type: none"> <li>Adheres to instructional plan in spite of evidence of poor student understanding, interest or questions</li> <li>Assumes no responsibility for student learning</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates moderate flexibility and responsiveness to students' needs and interests during a lesson</li> <li>Seeks to ensure the success of all students learning, but has only a limited repertoire of instructional strategies</li> </ul>	<ul style="list-style-type: none"> <li>Seeks ways to ensure successful learning for all students</li> <li>Makes adjustments as needed to instructional plans and to students' interests and questions</li> <li>Successfully uses a variety of instructional strategies</li> </ul>	<ul style="list-style-type: none"> <li>Highly responsive to students' interests and questions</li> <li>Makes major lesson adjustments as necessary</li> <li>Persists in seeking effective approaches for all students using an extensive repertoire of strategies</li> </ul>

**Domain D – Professional Responsibility**  
Levels of Performance

Professional Responsibilities	U: Unsatisfactory	B: Basic	P: Proficient	D: Distinguished
<b>D1: Reflecting on Teaching</b> <ul style="list-style-type: none"> <li>Accuracy</li> <li>Use in future teaching</li> </ul>	<ul style="list-style-type: none"> <li>Does not reflect accurately on the lesson or propose ideas as to how it might be improved</li> </ul>	<ul style="list-style-type: none"> <li>Generally reflects accurately</li> <li>Makes global suggestions as to how lesson might be improved</li> </ul>	<ul style="list-style-type: none"> <li>Reflects accurately, citing general characteristics</li> <li>Makes some specific suggestions as to how lesson might be improved</li> </ul>	<ul style="list-style-type: none"> <li>Reflects on lesson accurately and perceptively citing specific examples</li> <li>Draws on extensive repertoire to suggest alternative strategies</li> </ul>
<b>D2: Maintaining Accurate Records</b> <ul style="list-style-type: none"> <li>Student completion of assignments</li> <li>Student progress in learning</li> <li>Non-instructional records</li> <li>Engagement of families in the instructional program</li> </ul>	<ul style="list-style-type: none"> <li>Has no system for maintaining accurate records, or system is in disarray, resulting in errors and confusion</li> <li>Rarely meets deadlines</li> </ul>	<ul style="list-style-type: none"> <li>Has a rudimentary, partially effective system for maintaining accurate records</li> <li>Fails to meet deadlines at times</li> </ul>	<ul style="list-style-type: none"> <li>Has efficient and effective system for maintaining accurate records</li> <li>Usually meets deadlines</li> </ul>	<ul style="list-style-type: none"> <li>Has efficient and effective system for maintaining accurate records</li> <li>Always meets deadlines</li> </ul>
<b>D3: Communicating with Families</b> <ul style="list-style-type: none"> <li>Information about the instructional programs</li> <li>Information about individual students</li> <li>Engagement of families in the instructional program</li> </ul>	<ul style="list-style-type: none"> <li>Provides little or no information to families</li> <li>Makes no attempt to engage families in the instructional program</li> </ul>	<ul style="list-style-type: none"> <li>Complies with school procedures for communicating with families</li> <li>Makes an effort to engage families in the instructional program</li> <li>Provides timely information about student progress</li> </ul>	<ul style="list-style-type: none"> <li>Communicates frequently with families</li> <li>Successfully engages families in the instructional program</li> <li>Provides information about student progress in a timely manner</li> </ul>	<ul style="list-style-type: none"> <li>Communicates frequently and diplomatically with families</li> <li>Successfully engages families in the instructional program</li> <li>Provides information about student progress in a timely manner</li> </ul>
<b>D4: Contributing to the School and District as Required by the Contract</b> <ul style="list-style-type: none"> <li>Relationships with colleagues</li> <li>Service to the school</li> <li>Participation in school and district projects</li> </ul>	<ul style="list-style-type: none"> <li>Has negative or self-serving relationships with colleagues</li> <li>Avoids being involved in school and district initiatives</li> </ul>	<ul style="list-style-type: none"> <li>Has collaborative relationships with colleagues</li> <li>Normal participation in team, department, grade level, school, and district initiatives</li> </ul>	<ul style="list-style-type: none"> <li>Maintains positive, collaborative relationships with colleagues</li> <li>Participates actively in team, department, grade level, school, and district initiatives</li> </ul>	<ul style="list-style-type: none"> <li>Assumes leadership with colleagues</li> <li>Makes a substantial contribution to team, department, grade level, school, and district</li> </ul>
<b>D5: Growing and Developing Professionally</b> <ul style="list-style-type: none"> <li>Enhancement of content knowledge and pedagogical skills</li> <li>Participation in local professional development</li> </ul>	<ul style="list-style-type: none"> <li>Does not participate in professional development activities, even when such activities are clearly needed for the development of the teacher's teaching skills</li> </ul>	<ul style="list-style-type: none"> <li>Participates only as required</li> <li>Professional development activities</li> </ul>	<ul style="list-style-type: none"> <li>Participates actively in professional development activities</li> <li>Contributes to the professional culture of the building/district</li> </ul>	<ul style="list-style-type: none"> <li>Makes a substantial contribution to the professional culture of the building and district</li> <li>Actively pursues own professional development</li> </ul>
<b>D6: Showing Professionalism</b> <ul style="list-style-type: none"> <li>Service to students</li> <li>Advocacy</li> <li>Decision making</li> </ul>	<ul style="list-style-type: none"> <li>Contributes to practices that are inappropriate, self-serving or harmful to students</li> <li>Teacher is not alert to students' social/emotional needs</li> </ul>	<ul style="list-style-type: none"> <li>Makes genuine but inconsistent attempt to serve students' social/emotional needs</li> <li>Generally contributes to practices that serve and support students</li> </ul>	<ul style="list-style-type: none"> <li>Makes genuine and successful efforts to serve students' social/emotional needs</li> <li>Presents a positive professional image</li> </ul>	<ul style="list-style-type: none"> <li>Assumes a leadership position to guarantee that school practices and procedures serve all students' social/emotional needs, particularly those traditionally underserved</li> <li>Presents a professional image and serves as a positive role model for students</li> </ul>

**GARFIELD HEIGHTS CITY SCHOOLS: EVALUATION / OBSERVATION FORM NON OTES**

Teacher: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_  
 Grade Level/Subject: \_\_\_\_\_ Ending Time: \_\_\_\_\_  
 Starting Time: \_\_\_\_\_

Domain A: Planning and Preparation		Key	Evidence*
A1	<b>Knowledge of Content and Pedagogy</b> <ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Knowledge of prerequisite relationships</li> <li>• Knowledge of content related pedagogy</li> </ul>		
A2	<b>Demonstrating Knowledge of Students</b> <ul style="list-style-type: none"> <li>• Knowledge of characteristics (intellectual, social, and emotional) of age group</li> <li>• Knowledge of students' varied approaches to learning</li> <li>• Knowledge of students' skills and knowledge</li> <li>• Knowledge of students' cultural heritage</li> </ul> <b>Selecting Instructional Goals</b> <ul style="list-style-type: none"> <li>• Value</li> <li>• Clarity</li> <li>• Suitability for diverse students</li> <li>• Balance</li> </ul>		
A3			
A4	<b>Demonstrating Knowledge of Resources</b> <ul style="list-style-type: none"> <li>• Resources for teaching</li> <li>• Resources for students</li> </ul>		
A5	<b>Designing Coherent Instruction</b> <ul style="list-style-type: none"> <li>• Learning activities</li> <li>• Instructional materials and resources</li> <li>• Instructional groups</li> <li>• Lesson and unit structure</li> </ul>		
A6	<b>Assessing Student Learning</b> <ul style="list-style-type: none"> <li>• Congruence with instructional goals</li> <li>• Criteria and standards</li> <li>• Use of data for planning</li> <li>• Timely</li> </ul>		

Key: U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

\*Please attach additional pages if more space is necessary.

**GARFIELD HEIGHTS CITY SCHOOLS: EVALUATION / OBSERVATION FORM**

<b>Domain B: The Classroom Environment</b>				<b>Key</b>	<b>Evidence*</b>
<b>B1</b>	<b>Creating an Environment of Respect and Rapport</b> <ul style="list-style-type: none"> <li>Teacher interaction with students</li> <li>Student interaction</li> </ul>				
<b>B2</b>	<b>Establishing a Culture for Learning</b> <ul style="list-style-type: none"> <li>Importance of content</li> <li>Student pride in work</li> <li>Expectations for learning and achievement</li> </ul>				
<b>B3</b>	<b>Managing Classroom Procedures</b> <ul style="list-style-type: none"> <li>Management of instructional groups, transitions, materials, and supplies</li> <li>Performance of non-instructional duties</li> <li>Utilization of volunteers and paraprofessionals</li> </ul>				
<b>B4</b>	<b>Managing Student Behavior</b> <ul style="list-style-type: none"> <li>Expectations</li> <li>Monitoring of student behavior</li> <li>Response to student misbehavior</li> </ul>				
<b>B5</b>	<b>Organizing Physical Space</b> <ul style="list-style-type: none"> <li>Safety and arrangement of furniture</li> <li>Accessibility to learning and use of physical resources</li> </ul>				

**Key:**    U = Unsatisfactory    B = Basic    P = Proficient    D = Distinguished    N/O = Not Observed

\*Please attach additional pages if more space is necessary.

GARFIELD HEIGHTS CITY SCHOOLS: EVALUATION / OBSERVATION FORM

Domain C: Instruction		Key	Evidence*
C1	<b>Communicating Clearly and Accurately</b> <ul style="list-style-type: none"> <li>• Directions and procedures</li> <li>• Oral and written language</li> <li>• Learning goals</li> </ul>		
C2	<b>Using Questioning and Discussion Techniques</b> <ul style="list-style-type: none"> <li>• Quality of questions</li> <li>• Discussion techniques</li> <li>• Student participation and discussion</li> </ul>		
C3	<b>Engaging Students in Learning</b> <ul style="list-style-type: none"> <li>• Representation of content</li> <li>• Activities and assignments</li> <li>• Grouping of students</li> <li>• Instructional materials and resources</li> <li>• Structure and pacing</li> </ul>		
C4	<b>Providing Feedback to Students</b> <ul style="list-style-type: none"> <li>• Quality, accurate, substantive, constructive and specific</li> <li>• Timeliness</li> </ul>		
C5	<b>Demonstrating Flexibility and Responsiveness</b> <ul style="list-style-type: none"> <li>• Response to students</li> <li>• Lesson adjustments</li> <li>• Persistence</li> </ul>		

Key: U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

\*Please attach additional pages if more space is necessary.

**GARFIELD HEIGHTS CITY SCHOOLS: EVALUATION / OBSERVATION FORM**

<b>Domain D: Professional Responsibilities</b>		<b>Key</b>	<b>Evidence*</b>
<b>D1</b>	<b>Reflecting on Teaching</b> <ul style="list-style-type: none"> <li>• Accuracy</li> <li>• Use in future teaching</li> </ul>		
<b>D2</b>	<b>Maintaining Accurate Records</b> <ul style="list-style-type: none"> <li>• Student completion of assignments</li> <li>• Student progress in learning</li> <li>• Non-instructional records</li> <li>• Engagement of families in the instructional program</li> </ul>		
<b>D3</b>	<b>Communicating with Families</b> <ul style="list-style-type: none"> <li>• Information about the instructional programs</li> <li>• Information about individual students</li> <li>• Engagement of families in the instructional program</li> </ul>		
<b>D4</b>	<b>Contributing to the School and District as Required by Contract</b> <ul style="list-style-type: none"> <li>• Relationships with colleagues</li> <li>• Service to the school</li> <li>• Participation in school and district projects</li> </ul>		
<b>D5</b>	<b>Growing and Developing Professionally</b> <ul style="list-style-type: none"> <li>• Enhancement of content knowledge and pedagogical skills</li> <li>• Participation in local professional development</li> </ul>		
<b>D6</b>	<b>Showing Professionalism</b> <ul style="list-style-type: none"> <li>• Service to students</li> <li>• Advocacy</li> <li>• Decision making</li> </ul>		

**Key:** U = Unsatisfactory    B = Basic    P = Proficient    D = Distinguished    N/O = Not Observed

\*Please attach additional pages if more space is necessary

### Post Observation Interview

Teacher Name: \_\_\_\_\_ Date: \_\_\_\_\_  
School: \_\_\_\_\_ Room: \_\_\_\_\_  
Grade(s): \_\_\_\_\_ Subject(s): \_\_\_\_\_

1. Sometimes teachers seek the advice and assistance of other educators to improve their teaching skills or to meet the needs of a particular student. Give a specific example of when you sought advice about your teaching skills or about how to meet the needs of a particular student. With whom did you talk? What types of advice or assistance did this person provide? (Teacher may show and explain supporting evidence. Attach artifacts.)

2. Do you COORDINATE learning activities with other teachers? If so, why and how? (Teacher to provide specific examples of such activities and to discuss how such activities were planned or structured. Attach artifacts.)

3.
  - a. What forms of COMMUNICATION do you use with the PARENTS or GUARDIANS of the students in this class? (Attach artifacts)
  - b. When do you believe it is necessary to communicate with parents/guardians? Describe situations in which you have communicated or would communicate with parents or guardians regarding specific student.

4. Is there ANYTHING ELSE you feel I should know ?

**Garfield Heights City Schools  
Plan of Assistance – NON OTES**

Area Checked	Examples to Further Define Areas Checked	Suggestions for Improvement	Means of Obtaining Assistance	Target Date for Improvement

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

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Date \_\_\_\_\_

*[The page contains faint horizontal lines, suggesting ghosting or extremely faded text.]*

Date \_\_\_\_\_




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 Print Name

## PERSONAL LEAVE FORM

I hereby certify that I am not using my personal leave in violation of the Negotiated Agreement. I understand that the filing of a false statement under this section constitutes a violation of the provision and may be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken.

This leave will be (was) taken on \_\_\_\_\_  
(Date)

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 Employee's Signature

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 Building/School

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 Date

---

 Subject/Grade Level or Assignment

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 Principal's Signature

The employee will receive notification once approved.

<b>Garfield Heights Health Benefit Plan Medical Mutual</b>		
	<b>SuperMed Garfield Plan</b>	
<b>Benefits</b>	<b>Network</b>	<b>Non-Network Facility Charges</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26; Removal upon Birth Date	
Working Spouse Language	Applies to Medical & Prescription Drug	
3 Month Deductible Carryover	Does Apply	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Does Not Apply	
Blood Pint Deductible	2 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single / Family <sup>1</sup>	\$150 / \$300	\$300 / \$600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	\$750 / \$1,500	\$1,500 / \$3,000
Maximum Out-of-Pocket Including Deductible - Single / Family	\$900 / \$1,800	\$1,800 / \$3,600
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$20	70% after deductible
Specialist Office Visit <sup>2</sup>	\$20	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$20	70% after deductible
All Immunizations	100%	70% after deductible
<b>Preventative Services</b>		
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exam (Age 21 and older; one exam per benefit period) <sup>2</sup>	100%	70% after deductible
Well Child Care Services (Birth to age 21) <sup>2</sup>	100%	70% after deductible (Including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests; 31 visits per Lifetime)
Well Child Care Laboratory Tests (Birth to age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible

<b>Garfield Heights Health Benefit Plan Medical Mutual</b>		
	<b>SuperMed Garfield Plan</b>	
<b>Benefits</b>	<b>Network</b>	<b>Non-Network Facility Charges</b>
<b>Preventative Services</b>		
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
Routine Prostate Specific Antigen (PSA)	100%	70% after deductible
Routine Colonoscopy/Sigmoidoscopy (Age 50 and over)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	90% after deductible	70% after deductible (20 visits per benefit period combined with Chiropractic Therapy. Additional visits subject to medical review.)
Chiropractic Therapy - Professional Only	90% after deductible	70% after deductible (20 visits per benefit period combined with Chiropractic Therapy. Additional visits subject to medical review.)
Speech Therapy - Facility and Professional	90% after deductible	70% after deductible (20 visits per benefit period)
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>4</sup>	\$100 copay, then 90%	\$100 copay, then 70%
Non-Emergency use of an Emergency Room <sup>5</sup>	\$100 copay, then 90%	\$100 copay, then 70%
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible (120 days per benefit period)

Garfield Heights Health Benefit Plan Medical Mutual		
	SuperMed Garfield Plan	
Benefits	Network	Non-Network Facility Charges
Additional Services		
Allergy Testing and Treatments	\$20	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Additional Services - cont'd.		
Eduation and Training	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug		
Retail Program with Oral Contraceptive Coverage	SuperMedScript <sup>6,7</sup> Retail Program - 30 Day Supply - for the intitial filling and up to two refills of a prescription drug \$10 Generic / \$20 Formulary Brand / \$40 Non Formulary Brand  SuperMedScript <sup>6,7</sup> Retail Program - 30 Day Supply - after the third retail fill of a prescription drug \$20 Generic / \$40 Formulary Brand / \$80 Non Formulary Brand	
Mail Order Program with Oral Contraceptive Coverage - 90 Day Supply	SuperMed Script <sup>6,7</sup> Home Delivery Program \$25 Generic / \$50 Formulary Brand / \$100 Non Formulary Brand	

<b>Garfield Heights Health Benefit Plan Medical Mutual</b>		
	<b>SuperMed Garfield Plan</b>	
<b>Benefits</b>	<b>Network</b>	<b>Non-Network Facility Charges</b>
Prescription Drug Step Therapy	Yes	

Deductible expenses incurred for services by a non-authorized provider will also apply to the authorized deductible out-of-pocket limits. Deductible expenses incurred for services by an authorized provider will only apply to the authorized deductible out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Act.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>6</sup>SuperMed Script contains the following:

-Generic Incentive: If the physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

-Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

<sup>7</sup>Coverage includes Preventive Medications, in accordance with Federal Law. Rx Selections and Coverage Management.

<b>Garfield Heights Health Benefit Plan</b>		
	<b>SuperMed Ideal Plan</b>	
<b>Benefits</b>	<b>Network</b>	<b>Non-Network Facility Charges</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26; Removal upon End of Month	
Working Spouse Language	Applies to Medical & Prescription Drug	
3 Month Deductible Carryover	Does Apply	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Does Not Apply	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single / Family <sup>1</sup>	\$250 / \$500	\$500 / \$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	\$1,250 / \$2,500	\$2,500 / \$5,000
Maximum Out-of-Pocket Including Deductible - Single / Family	\$1,500 / \$3,000	\$3,000 / \$6,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$20 copay, then 100%	70% after deductible
Specialist Office Visit <sup>2</sup>	\$20 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$20 copay, then 100%	70% after deductible
All Immunizations	90% after deductible	70% after deductible
<b>Preventative Services</b>		
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exam (Age 21 and older; one exam per benefit period) <sup>2</sup>	100%	70% after deductible
Well Child Care Services (Birth to age 21) <sup>2</sup>	100%	70% after deductible (Including Exam, Routine Vision and Routine Hearing Exams and Well Child Care Immunizations)
Well Child Care Laboratory Tests (Birth to age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible

<b>Garfield Heights Health Benefit Plan</b>		
	<b>SuperMed Ideal Plan</b>	
<b>Benefits</b>	<b>Network</b>	<b>Non-Network Facility Charges</b>
<b>Preventative Services</b>		
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
Routine Prostate Specific Antigen (PSA)	100%	70% after deductible
Routine Colonoscopy/Sigmoidoscopy (Age 50 and over)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	90% after deductible	70% after deductible (Combined 40 visits per benefit period)
Chiropractic Therapy - Professional Only	90% after deductible	70% after deductible (12 visits per benefit period)
Speech Therapy - Facility and Professional	90% after deductible	70% after deductible (20 visits per benefit period)
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>4</sup>	\$50 copay, then 90%	\$50 copay, then 70%
Non-Emergency use of an Emergency Room <sup>5</sup>	\$100 copay, then 90%	\$100 copay, then 70%
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible 120 days per benefit period)

Garfield Heights Health Benefit Plan		
	SuperMed Ideal Plan	
Benefits	Network	Non-Network Facility Charges
Additional Services		
Allergy Testing and Treatments	\$20 copay, then 100%	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Additional Services - cont'd.		
Eduation and Training	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible (120 visits per benefit period)
Hospice	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug		
Retail Program with Oral Contraceptive Coverage	<sup>6.7</sup> Retail Program - 30 Day Supply - for the intitial filling and up to two refills of a prescription drug \$10 Generic / \$20 Formulary Brand / \$40 Non Formulary Brand  <sup>6.7</sup> Retail Program - 30 Day Supply - after the third retail fill of a prescription drug \$20 Generic / \$40 Formulary Brand / \$80 Non Formulary Brand	
Mail Order Program with Oral Contraceptive Coverage - 90 Day Supply	<sup>6.7</sup> Home Delivery Program; \$25 Generic / \$50 Formulary Brand / \$100 Non Formulary Brand	

<b>Garfield Heights Health Benefit Plan</b>		
	<b>SuperMed Ideal Plan</b>	
<b>Benefits</b>	<b>Network</b>	<b>Non-Network Facility Charges</b>

Deductible expenses incurred for services by a non-authorized provider will also apply to the authorized deductible out-of-pocket limits. Deductible expenses incurred for services by an authorized provider will only apply to the authorized deductible out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Act.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>6</sup> Contains the following:

-Generic Incentive: If the physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

-Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

<sup>7</sup>Coverage includes Preventive Medications, in accordance with Federal Law. Rx Selections and Coverage Management.

<b>Garfield Heights Health Benefit Plan</b>		
	<b>Minimum Value Plan</b>	
<b>Benefits</b>	<b>Network</b>	<b>Non-Network Facility Charges</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26; Removal upon End of Month	
Working Spouse Language	Applies to Medical & Prescription Drug	
3 Month Deductible Carryover	Does Apply	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Does Not Apply	
Blood Pint Deductible	2 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single / Family <sup>1</sup>	\$6,350 / \$12,700	\$12,700 / \$25,400
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	\$0	\$1,000 / \$2,000
Maximum Out-of-Pocket Including Deductible - Single / Family	\$6,350 / \$12,700	\$13,700 / \$27,400
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	100% after deductible	70% after deductible
Specialist Office Visit <sup>2</sup>	100% after deductible	70% after deductible
Urgent Care Office Visit <sup>2</sup>	100% after deductible	70% after deductible
All Immunizations	100%	70% after deductible
<b>Preventative Services</b>		
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exam (Age 21 and older; one exam per benefit period) <sup>2</sup>	100%	70% after deductible
Well Child Care Services (Birth to age 21) <sup>2</sup>	100%	70% after deductible (Including Exam, Routine Vision and Routine Hearing Exams and Well Child Care Immunizations)
Well Child Care Laboratory Tests (Birth to age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible

Garfield Heights Health Benefit Plan		
	Minimum Value Plan	
Benefits	Network	Non-Network Facility Charges
<b>Preventative Services</b>		
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
Routine Prostate Specific Antigen (PSA)	100%	70% after deductible
Routine Colonoscopy/Sigmoidoscopy (Age 50 and over)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	100% after deductible (10 visits per benefit period, then medical review)	70% after deductible
Chiropractic Therapy - Professional Only	100% after deductible (10 visits per benefit period, then medical review)	70% after deductible
Speech Therapy - Facility and Professional	100% after deductible (10 visits per benefit period, then medical review)	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>4</sup>	100% after deductible	100% after deductible
Non-Emergency use of an Emergency Room <sup>5</sup>	100% after deductible	70% after deductible
<b>Inpatient Facility</b>		
Semi-Private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility	100% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible

Garfield Heights Health Benefit Plan		
	Minimum Value Plan	
Benefits	Network	Non-Network Facility Charges
Additional Services - cont'd.		
Education and Training	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug		
Retail Program with Oral Contraceptive Coverage	<sup>6,7</sup> Retail Program - 30 Day Supply - for the initial filling and up to three refills of a prescription drug; \$20 Generic / \$45 Formulary Brand / \$75 Non Formulary Brand  <sup>6,7</sup> Retail Program - 30 Day Supply - after the third retail fill of a prescription drug; \$40 Generic / \$90 Formulary Brand / \$150 Non Formulary Brand	
Mail Order Program with Oral Contraceptive Coverage - 90 Day Supply	<sup>6,7</sup> Home Delivery Program; \$40 Generic / \$90 Formulary Brand / \$150 Non Formulary Brand	

Deductible expenses incurred for services by a non-authorized provider will also apply to the authorized deductible out-of-pocket limits. Deductible expenses incurred for services by an authorized provider will only apply to the authorized deductible out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

<b>Garfield Heights Health Benefit Plan</b>		
	<b>Minimum Value Plan</b>	
<b>Benefits</b>	<b>Network</b>	<b>Non-Network Facility Charges</b>

This document is only a partial listing of benefits. This is not a contract of insurance. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Act.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>6</sup> Contains the following:

-Generic Incentive: If the physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

-Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

<sup>7</sup>Coverage includes Preventive Medications, in accordance with Federal Law. Rx Selections and Coverage Management.

Appendix F-1

Garfield Heights City Schools - Teacher Salary Schedule

Effective July 1, 2018

<b>BACHELORS</b>		<b>Bachelors</b>	<b>Bachelors + 10</b>	<b>Bachelors + 20</b>	<b>Bachelors + 30</b>	
1	1.00	36800	38088	39378	40666	
2	1.04	38272	39562	40849	42137	
3	1.08	39745	41033	42322	43610	
4	1.16	42690	43978	45266	46554	
5	1.21	44530	45819	47105	48394	
6	1.25	46001	47290	48578	49865	
7	1.29	47474	48762	50049	51338	
8	1.37	50418	51706	52993	54282	
9	1.42	52258	53546	54833	56121	
10	1.46	53730	55017	56306	57594	
11	1.50	55201	56490	57778	59065	
12	1.56	57410	58698	59985	61274	
13	1.60	58881	60169	61458	62746	
14	1.64	60354	61642	62929	64218	
15	1.68	61826	63113	64402	65690	
<b>LONGEVITY</b>						
16	1.71	62929	64218	65506	66794	
20	1.745	64218	65506	66794	68081	
25	1.786	65727	67015	68302	69591	
28	1.834	67492	68781	70069	71357	
<b>MASTERS</b>		<b>Masters</b>	<b>Masters + 10</b>	<b>Masters + 20</b>	<b>Masters + 30</b>	<b>Masters + 40</b>
1	1.15	42322	43610	44897	46185	47474
2	1.20	44161	45450	46738	48025	49314
3	1.25	46001	47290	48578	49865	51153
4	1.35	49682	50969	52258	53546	54833
5	1.41	51889	53177	54466	55754	57041
6	1.46	53730	55017	56306	57594	58881
7	1.51	55570	56857	58145	59434	60722
8	1.61	59250	60538	61826	63113	64402
9	1.67	61458	62746	64033	65322	66610
10	1.72	63298	64586	65873	67162	68450
11	1.77	65137	66426	67714	69001	70290
12	1.85	68081	69370	70658	71945	73234
13	1.90	69921	71210	72498	73786	75073
14	1.95	71762	73049	74338	75626	76914
15	2.00	73602	74890	76178	77466	78754
<b>LONGEVITY</b>						
16	2.030	74706	75993	77282	78570	79858
20	2.065	75993	77282	78570	79858	81146
25	2.106	77503	78791	80079	81366	82655
28	2.154	79269	80556	81845	83133	84421

Appendix F-2

Garfield Heights City Schools - Teacher Salary Schedule

Effective July 1, 2019

BACHELORS			Bachelors	Bachelors + 10	Bachelors + 20	Bachelors + 30		
1	1.00		37168	38469	39771	41072		
2	1.04		38655	39957	41257	42558		
3	1.08		40142	41443	42745	44046		
4	1.16		43116	44417	45718	47019		
5	1.21		44975	46277	47576	48878		
6	1.25		46461	47762	49063	50363		
7	1.29		47948	49249	50549	51851		
8	1.37		50922	52223	53523	54825		
9	1.42		52780	54081	55381	56682		
10	1.46		54267	55567	56869	58170		
11	1.50		55753	57055	58356	59655		
12	1.56		57984	59285	60585	61887		
13	1.60		59470	60770	62072	63373		
14	1.64		60957	62258	63558	64860		
15	1.68		62444	63744	65046	66347		
LONGEVITY								
16	1.71		63558	64860	66161	67462		
20	1.745		64860	66161	67462	68762		
25	1.786		66384	67685	68985	70287		
28	1.834		68167	69469	70770	72071		
MASTERS								
MASTERS			Masters	Masters + 10	Masters + 20	Masters + 30	Masters + 40	
1	1.15		42745	44046	45346	46646	47948	
2	1.20		44602	45904	47205	48505	49807	
3	1.25		46461	47762	49063	50363	51664	
4	1.35		50178	51478	52780	54081	55381	
5	1.41		52408	53708	55010	56311	57611	
6	1.46		54267	55567	56869	58170	59470	
7	1.51		56125	57425	58726	60028	61329	
8	1.61		59842	61143	62444	63744	65046	
9	1.67		62072	63373	64673	65975	67276	
10	1.72		63931	65232	66532	67833	69134	
11	1.77		65788	67090	68391	69691	70993	
12	1.85		68762	70064	71364	72664	73966	
13	1.90		70620	71922	73223	74524	75824	
14	1.95		72480	73779	75081	76382	77683	
15	2.00		74338	75639	76940	78241	79542	
LONGEVITY								
16	2.030		75453	76753	78055	79356	80657	
20	2.065		76753	78055	79356	80657	81957	
25	2.106		78278	79579	80880	82180	83481	
28	2.154		80062	81362	82664	83965	85265	

# APPENDIX G - SUPPLEMENTAL SALARY SCHEDULE

Supplemental Salary Schedule	Rate x Base BA Minimum
Seasonal Events Mgrs - Athletics (HS)(3 on year)	0.04
MS Coordinator of Athletics	0.20
Athletic/Student Activities Manager (MS)	0.11
Football	
High School Head Varsity	0.18
Varsity Assistants	0.14
Middle School Head Coach	0.10
Middle School Assistant Coach	0.09
Basketball	
HS Head Girls Varsity	0.16
Asst. Girls - HS (JV)	0.12
Asst. Girls - HS (FR)	0.12
HS Head Boys Varsity	0.16
Asst. Boys - HS (JV)	0.12
Asst. Boys - HS (FR)	0.12
MS - 7/8 Grade Boys	0.10
MS - 7/8 Grade Girls	0.10
Wrestling	
High School Head Varsity	0.16
Varsity Assistants	0.12
Middle School Head Coach	0.10
Middle School Assistant Coach	0.09
Little Bulldogs	0.12
Baseball (Boys)	
High School Head Varsity	0.11
Assistant High School	0.08
Assistant High School (JV)	0.08
Assistant High School (FR)	0.08
Middle School (7/8)	0.08
Softball <Fast Pitch> (Girls)	
High School Head Varsity	0.11
Assistant High School	0.08
Middle School (7/8)	0.08
Track	
High School Head Varsity	0.11
Assistant High School	0.08
Middle School	0.08
Cross Country	
High School Head Varsity	0.11
Middle School	0.07

# APPENDIX G - SUPPLEMENTAL SALARY SCHEDULE

Golf	
High School Head Varsity	0.08
Assistant High School	0.04
Bowling	
High School Head Varsity	0.08
Assistant High School	0.04
Hockey	
High School Head Coach	0.14
Assistant High School	0.10
Tennis	
High School Head Coach	0.08
Soccer	
High School Head Coach	0.10
HS Assistant	0.08
Middle School Head Coach	0.08
Volleyball	
High School Head Coach	0.10
HS Assistant (JV)	0.08
HS Assistant (FR)	0.08
Middle School Head Coach	0.07
Cheerleading Supervisors	
High School (Fall)	0.07
High School Assistant (Fall)	0.04
High School (Winter)	0.07
High School Assistant (Winter)	0.04
Middle School	0.08
Drill Team	
High School	0.07
Middle School	0.07
Band Director	
High School Band	0.15
High School Band Aux. Director	0.07
Middle School Band	0.09
Elementary School Band	0.14
Vocal Music Directors	
High School/Music Express Director	0.15
Middle School/Music Express Director	0.12
Elmwood	0.05
William Foster	0.05
Maple Leaf	0.05
Music Extension Program Instructor	0.06

# **APPENDIX G - SUPPLEMENTAL SALARY SCHEDULE**

Dramatics	
High School	0.08
Middle School	0.06
Interpretive Arts	0.04
Director of Theater Arts	0.14
Assistant to the Director of Theater Arts	0.11
High School Musical Vocal Director	0.09
Pit Conductor	0.07
Assistant to the Director of Theater Arts - HS/Elementary	0.11
Choreographer (Stipend)	\$700.00
Set Design and Construction (Stipend)	\$800.00
Costume (Stipend)	\$800.00
Technical Director (Stipend)	\$1,500.00
Performing Arts Center Event Manager	0.08
Newspaper Advisory	
High School (less one period)	0.06
Middle School	0.05
IDL TEACHER (2 semesters)	0.06
IDL Teacher	0.03
Yearbook Advisors	
High School (less two classes)	0.06
Memory Book Advisor (4 positions)	0.01
Grade Level Lead Teachers (grades K-5)	0.07
Curriculum Advocates (grades K-5) 0.03	0.03
Curriculum Leaders - High School •	
Business & Computer - HS	0.05
Language (Foreign) - HS	0.05
English - HS	0.10
Fine Arts (Art-Music) - HS	0.05
Pupil Services (Guid. Psych. Sp & Hr.) - HS	0.07
Consumer Science & Ind. Arts - HS	0.06
Health & Physical Education - HS	0.06
Mathematics - HS	0.10
Science - HS	0.10
Social Studies - HS	0.10
Yo Ed (WECEP)	0.06
Special Ed (High School)	0.10

# **APPENDIX G - SUPPLEMENTAL SALARY SCHEDULE**

* Positions to be filled and paid only when there are equivalent of 3 or more full time teachers in the department or grade level, in the bldg. MS Team Leaders perform many of these responsibilities. <u>Responsibilities of department chairpersons and curriculum leaders are included in department supplemental job descriptions.</u>	
<b>TEAM LEADERS (MS) - 8 POSITIONS</b>	
6th	0.05
6th	0.05
7th	0.05
7th	0.05
8th	0.05
8th	0.05
Exploratory	0.05
Special Education	0.05
<b>Instructional Leaders - Middle School</b>	
Math	0.07
Language Arts	0.07
Science	0.07
Social Studies	0.07
Special Education	0.07
<b>PBIS</b>	
Elmwood	0.03
Williams Foster	0.03
Maple Leaf	0.03
Middle School	0.03
High School	0.03
<b>TCS Chairperson</b>	
Elmwood	0.05
Williams Foster	0.05
Maple Leaf	0.05
Middle School	0.05
High School	0.05
<b>TCS Core Assistant</b>	
Elmwood	0.02
Williams Foster	0.02
Maple Leaf	0.02
Middle School	0.02
High School	0.02
<b>Academic Team Coach</b>	0.08
<b>Chemical- OSHA - Compliance Coordinator</b>	0.03
<b>Community/School Service Coordinator</b>	0.03
<b>Class Advisor</b>	
Freshman Class Advisor	0.03
Sophomore Class Advisor	0.03
Junior Class Advisor	0.04
Senior Class Advisor	0.06

**APPENDIX G - SUPPLEMENTAL SALARY SCHEDULE**

National Honor Society	
High School	0.04
Middle School	0.02
Tract Garden	
Tract Garden - Spring Program	0.04
Tract Garden - Spring Assistant	0.02
Tract Garden - Summer Program	0.09
Tract Garden - Summer Assistant	0.04
Student Senate Advisor	0.05
Computer Coordinator	
William Foster School	0.04
Elmwood School	0.04
Maple Leaf School	0.04
Middle School	0.04
High School	0.04
*(1 da./mo. release day if approved.)	
Renaissance District Coordinator	0.03
Renaissance Bldg. Coordinator	
Middle School	0.02
Elmwood	0.02
Maple Leaf	0.02
High School	0.02
William Foster	0.02
Teacher LPDC Members (GHTA Elected)	
LPDC Chairperson (in addition to LPDC member supplement)	0.02
High School	0.05
Middle School	0.04
Maple Leaf	0.03
Elmwood	0.03
William Foster	0.03
LPDC Apprentice (Elected)	
As needed for replacement	0.015
Summer School	
5/6 English/Math	0.10
7/8 English	0.10
7/8 Science	0.10
7/8 Social Studies	0.10
7/8 Math	0.10
9/10 English	0.10
11/12 English	0.10
Prof. Prep Math (1 week)	0.016
Prof. Prep Social Studies (2 weeks)	0.033
Prof. Prep Read/Writing (2 weeks)	0.033
Summer Guidance	0.02
Mentor Resident Educator Program	0.03

**APPENDIX G - SUPPLEMENTAL SALARY SCHEDULE**

<b>Assigned As Needed Supplementals</b>	<b>Hourly Rate (Rate x base BA minimum)</b>
Concession Mgr.	
Blaugrund Field or HS Stands (if staff assigned by principal or athletic coord.)	.00045/hr.
Classroom Spot Substitutes	.0007/period
Curriculum/Course of Study Writing	.0007/hr.
Tutoring on Plan Time	.0007/period
Tutoring or Home Instruction	.0007/hr.
<b>INTRAMURAL PROGRAMMING</b> (May be modified or changed by grade level programming.) Per Qtr. = 0.04	<b>Qtr.(s)</b>
Ski Club (6-12) (2nd -Q)	2
Weight Lifting (6-7-8) (1st -Q)	1
Weight Lifting (6-7-8) (2nd -Q)	1
Weight Lifting (6-7-8) (3rd -Q)	1
Weight Lifting (6-7-8) (4th -Q)	1
Weight Lifting (9-12) (1st -Q)	1
Weight Lifting (9-12) (2nd -Q)	1
Weight Lifting (9-12) (3rd -Q)	1
Weight Lifting (9-12) (4th -Q)	1
Boy's/Girl's BB (4-5) (2nd -Q)	1
Boy's/Girl's BB (6-7-8) (2nd -Q)	1
Girl's FP SB (4-5) (1st -Q)	1
Girl's FP SB (6-7-8) (1st -Q)	1
Girl's VB (4-5) (4th -Q)	1
Girl's VB (6-7-8) (4th -Q)	1
Boy's Floor Hockey (4-5) (3rd -Q)	1
Boy's Floor Hockey (6-7-8) (2nd -Q)	1
Bowling (co-ed) (6-7-8) (1st/2nd -Q)	2
Intramural Electives (6-7-8) (4th -Q)	1
Intramural Electives (9-12) (1st -Q)	1
Intramural Electives (9-12) (4th -Q)	1
Noon Elementary Intramurals Supervisors	
Elmwood (2 Qtrs.)	2
William Foster (2 Qtrs.)	2
Maple Leaf (2 Qtrs.)	2

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 22<sup>nd</sup> day of April, 2017, by and between the Garfield Heights City Schools Board of Education ("Board" or "School District") and the Garfield Heights Teachers Association ("Union").

WHEREAS, on or about December 27, 2016, the Board entered into a contract with Cleveland Clinic Wellness Enterprise, LLC, to provide its Lifestyle Employee Assistance Program Services ("EAP Services Program") on a pilot-basis to a specified group of Board employees;

WHEREAS, the School District met with the Union and agreed during negotiations over a successor labor contract, that the School District allow the Union's bargaining unit members who are employees of the School District, the opportunity to participate in the pilot EAP Services Program, as provided for in the December, 2016, services agreement between the Cleveland Clinic Wellness Enterprise, LLC and the Board; and,

WHEREAS, the Union and Board desire to provide Union bargaining unit members who are employees of the School District the opportunity to participate in the pilot EAP Services Program, as provided for in the December, 2016, services agreement between the Cleveland Clinic Wellness Enterprise, LLC and the Board.

NOW THEREFORE, the Union and the Board agree as follows:

1. Upon execution of this Agreement, the School District will take immediate steps to notify Cleveland Clinic Wellness Enterprise, LLC, that the Union's bargaining unit members who are employees of the School District shall be included as "Covered Employees" for purposes of implementation of the EAP Services Program as set forth in the December, 2016, services agreement between the Cleveland Clinic Wellness Enterprise, LLC and the Board.
2. The Board and Union representatives agree to coordinate efforts to work with Cleveland Clinic Wellness Enterprise, LLC so that an EAP Services Program orientation session(s), literature and/or materials are available to the Union's bargaining unit members.
3. The Union agrees not to grieve the School District's decision to make a management referral of an individual, who is a member of the Union's bargaining unit, to the EAP Services Program. It is understood this paragraph applies to circumstances where the individual is referred to the EAP Services Program on a voluntary basis or where the Union and Board mutually agree upon the management referral as part of a disciplinary plan of assistance.

4. The Board and Union agree that this MOU is made on a non-precedent setting basis and shall be attached as an appendix to the labor contract.

FOR THE BOARD:

By: 

Its: Superintendent

Date: 4/22/17  
11:34

FOR THE UNION:

By: 

Its: President

Date: 4/22/17 11:34