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NEGOTIATED AGREEMENT

BETWEEN

THE GALLIA COUNTY BOARD OF EDUCATION

AND

THE GALLIA COUNTY LOCAL EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2015

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ARTICLE 1
RECOGNITION

A. The Gallia County Local Board of Education, hereinafter, referred to as the "Board" recognizes the Gallia County Local Education Association, OEA/NEA Local, hereinafter referred to as "Association," as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional certificated, non-supervisory personnel (as certified by the State Employment Relations Board), both full- and part-time (part-time is defined as fifteen (15) hours or more per week), under contract, or on leave, employed by the Board to perform work currently being performed by bargaining unit members or newly created bargaining unit positions such as classroom teachers (vocational, academic, full-time substitutes), guidance counselors, librarians, media specialists, school nurses, tutors, Multi-Impaired Teachers, Chapter I Teachers, Developmentally Handicapped Teachers, Learning Disability Teachers, and Tag Teacher Coordinator.

B. Teachers employed less than fifteen (15) hours per week and teachers employed on an hourly or as needed basis whose employment may or may not exceed fifteen (15) hours in a given week shall be members of the bargaining unit but shall be specifically excluded from the application of all of the provisions of this contract except the grievance procedure and the specific salary provision which may apply.

C. Substitutes employed in the Gallia County Local School District on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a continuous basis in the position or in a combination of positions for one hundred twenty (120) days or more shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement. Substitute teachers so employed shall not be eligible for a contract renewal as a regular teacher at the conclusion of any school year unless specifically approved by the Board.

D. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other supervisory personnel as defined in Chapter 4117.01 (F) of the Ohio Revised Code are excluded from the bargaining unit. Casual and day-to-day substitutes are excluded from the bargaining unit.

E. The Board agrees that it will not contract out positions currently held by bargaining unit members which would cause a layoff or reduction in assigned responsibilities for the term of this Agreement. Contracting out shall only be in accordance with SERB and/or a court of competent jurisdiction.

ARTICLE 2
NEGOTIATIONS PROCEDURE

A. REQUEST FOR NEGOTIATIONS:

1. Requests for negotiations may be initiated by either party at least sixty (60) days prior to expiration of this Agreement, by sending to the other party a written request for negotiations.

2. A request from the Association shall be sent to the President of the Board through the Superintendent. A request from the Board shall be sent to the President of the Association.

3. Within one (1) week of the request, a mutually convenient meeting date shall be arranged. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except by mutual agreement.

B. NEGOTIATIONS MEETING:

Negotiations shall be completed on or before forty-five (45) days following the initial negotiations session, unless an extension of time is mutually agreed to by the parties. The parties shall meet at reasonable times within the negotiations period for the purpose of affecting an exchange of facts, opinions, proposals and counter-proposals in a sincere effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiations. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith but such obligation does not compel either party to agree to a proposal. (Such meeting shall not be conducted during the regular school day, unless called by the Board.) Such meetings as may be called during the regular school day will have the staff participants excused from regular duties without loss of pay to attend such meetings.

C. NEGOTIATING TEAMS:

Negotiations shall be conducted in executive session by teams representing the respective parties, each team to consist of no more than five (5) persons, inclusive of lay or professional consultants. The selection of the team shall be at the sole discretion of each party. The Association will be permitted two (2) observers at each bargaining session.

D. SCOPE OF BARGAINING:

The scope of bargaining shall include all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this agreement.

E. CAUCUS:

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

F. AGREEMENT:

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be first submitted to the Association for ratification. Upon notifying the local Superintendent by the President of the Association that the Association has properly ratified the agreement, it shall be submitted to the Board for its approval. The Board will conduct a ratification vote on the Agreement within seven (7) calendar days following the Association ratification.

G. DISTRIBUTION OF AGREEMENT:

Within thirty (30) days after this contract is signed, the Board shall provide the Association President with a pdf copy of the Agreement to be distributed by the Association President. One hard copy of the Agreement shall also be maintained in each building.

H. NEWS RELEASES:

The Board and the Association agree that during the negotiations period established by the agreement or during any extended period mutually agreed upon that all releases to the news media shall be mutually agreed upon. Upon declaration of impasse, either party shall have the right to submit news releases.

I. DISPUTE RESOLUTION PROCEDURE:

In the event the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare impasse and request that all unresolved issues be submitted to mediation. Upon receipt of a written request by either party that an impasse has been declared, a joint request shall be submitted to the Federal Mediation and Conciliation Service immediately to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached on all unresolved issues through mediation, the Association shall have the right to proceed in accordance with the provisions of Section 4117.14 (D) (2) and Section 4117.18 (C) of the Ohio Revised Code. The cost of employing all mediation services shall be shared equally by the Association and the Board.

J. IN-TERM BARGAINING;

If during the life of this Agreement, in-term bargaining is mutually agreed upon; agreed upon as a provision of this Agreement; ordered by SERB resulting from a specific violation of a provision of this Agreement; and/or ordered by a court of competent jurisdiction resulting from a specific violation of a provision of this Agreement, said bargaining shall be in keeping with the provisions of this Article.

ARTICLE 3
ASSOCIATION RIGHTS AND ACTIVITIES

The Association shall have the following exclusive rights during the term of this Agreement.

A. To use the facilities of any building for meetings, without fees, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity of said building. If such use requires additional custodial or other services, the Association shall reimburse the Board for all costs involved submitted by the Board.

B. To use Board owned equipment, including typewriters, calculators, duplicating equipment, public address equipment, and audio visual equipment, upon the authorization of the principal or administrator having control over such equipment. Such authorization will not be unreasonably withheld. The use of this equipment will not interfere with the operation of the school system. All expendable materials will be supplied by the Association. The Board shall be reimbursed for all telephone charges and/or expenses associated with the use of fax machines to include local and/or long distance.

C. To use the intra-school mail system in the school's offices to distribute Association bulletins, newsletters, or other circulars.

D. To use bulletin boards in teacher's lounges or workrooms to disseminate information to members.

E. To have private use of telephones in any building to carry out Association business. Calls are not to be made at a time that interferes with duties assigned by the Board of Education or Administration. The Association will reimburse the Board for any long distance charges.

F. To allow representatives to call meetings of the Association members within the building, but not on class time or in conflict with other scheduled meetings.

G. Upon request by the Association President, the Association will, within a reasonable time thereafter, be provided, at no charge, public documents that are regularly and routinely prepared in the normal course of the school district's business which contain information relevant and necessary to the Association's handling of grievances or preparation for collective bargaining negotiations. The President of the Association will be provided a copy of all Board agendas and all non-confidential attachments thereto and any amendments prior to the Board meeting.

H. To be provided with a place on the agenda of all regular Board meetings to be used by the Association to communicate with the Board.

I. A place to be provided on the agenda of all meetings called by the Administration, whether county-wide or within buildings, if permission is granted by the administrator calling the meeting. Permission may be granted in advance of the meeting.

J. To allow the President of the Association or his/her designee to visit schools during his/her school day provided said visits do not interfere with duties assigned by the Board.

K. A bargaining unit member shall have the right to have an Association representative assist, accompany, or speak on his/her behalf in discussions with the administration that (a) are disciplinary in nature and (b) are not routine supervisory, instructional or directory encounters. The Administration will provide bargaining unit members prior written notice if any meeting is to be disciplinary in nature.

ARTICLE 4
MANAGEMENT PREROGATIVES OF BOARD

Except as specifically limited by the terms and provisions of this Agreement, the Board and the Superintendent shall retain all rights, powers, and authorities vested in them by statute.

ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

B. Definitions:

1. A "grievant" shall be defined as a member of the bargaining unit, a group of members of the bargaining unit, or the Association.

2. A "group grievance" shall be an alleged violation, misapplication, or misinterpretation of the terms of the Agreement and shall have arisen out of the same or similar circumstances affecting each member of the group. All group grievances shall be signed by at least two (2) members so alleging such violation, misapplication, or misinterpretation.

3. "Association grievances" shall be confined to an alleged violation, misapplication, or misinterpretation of a right granted to the Association by the Agreement or an alleged violation of the Agreement affecting an entire class of members of the bargaining unit. (A class shall be defined as a group of bargaining unit members employed at the same grade level or in the same certification or all teachers in a building.) Association grievances shall be filed first informally and then formally at Level III. Association grievances may be filed by the Association President or the Grievance Committee Chairman and shall comply with required time restrictions.

4. A "day" shall mean work days during the regular school year. During the summer months, "day" mean calendar days, excluding Saturdays, Sundays, and legal holidays.

C. During the term of this agreement, no grievant may be represented by any teacher organization other than the Gallia County Local Education Association in the grievance procedure initiated pursuant to this procedure.

D. A grievance may be withdrawn at any level without prejudice or record.

E. Except at level one (1) all grievances shall be in writing and shall include the Article and Section of the agreement allegedly violated, misinterpreted, or misapplied and shall indicate the relief sought. All formal grievances shall be filed on the grievance form included in the appendix to this Agreement.

F. Any grievance not advanced to the next level by the grievant within the time limits provided shall be deemed withdrawn.

G. Any grievance not answered by the Administration within the time limit in that level may be appealed to the next level.

H. Grievance Records - All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.

I. A grievant has the right to Association representation at all formal meetings and hearings involving the grievance.

J. The Association has the right to be present for the adjustment of any and all grievances.

K. A copy of all communications relative to the processing of grievances shall be forwarded to the President of the Association.

L. All written communications shall be hand delivered or mailed certified mail return receipt requested.

M. All Group and Association grievances which affect more than one (1) building shall be filed informally at Level III.

N. No reprisals of any kind shall be taken against bargaining unit members using this procedure.

O. Grievance meetings and hearings shall be held at locations and times that will enable all participants required to be present a reasonable opportunity to attend providing said meetings and hearings do not interfere with the assigned duties and responsibilities of all parties involved.

P. All administrative responses/answers to written grievances shall include the reason(s) for denials.

PROCEDURE

A. LEVEL ONE - INFORMAL

1. The grievant shall meet within fifteen (15) days of the occurrence of the cause for the grievance with his/her immediate supervisor in an attempt to settle the grievance informally. If the grievance relates to a matter beyond the authority of the supervisor to resolve, the grievant may omit Level One and file the grievance at Level Three. Any grievance initiated at Level Three will be so indicated, will state the reason for filing at that level and must be filed within fifteen (15) days of the occurrence.

B. LEVEL TWO - FORMAL

1. If the grievance is not settled at Level One, the grievant, within fifteen (15) days of the informal Level One conference, may file a written grievance with his/her immediate supervisor. Failure to file within the time limits provided shall be deemed a waiver of the grievance.

2. The written grievance shall include the specific Article and Section of the Agreement violated, misinterpreted, or misapplied, and the relief sought. A copy of such grievance shall be filed with the Superintendent. Within five (5) work days after presentation of the written grievance, the Supervisor shall give his/her answer in writing to the employee.

C. LEVEL THREE - FORMAL

1. If the grievance is not resolved in Level Two, the grievant or his/her Association representative, within fifteen (15) days of receipt of the supervisor's answer, may request in writing a conference with the Superintendent. The Superintendent or his/her designated representative, shall meet with the grievant and his/her Association representative, within five (5) days of the request. The Superintendent shall give his/her response in writing to the grievant no later than five (5) days after the conference.

D. LEVEL FOUR

A. If the grievance is not resolved at Level 3, the issue shall be referred to grievance mediation. A mediator shall be selected from a source agreeable to both parties. Sources include, but are not limited to, FMCS, AAA, SERB, private, etc. The selection of the source shall be made within fifteen (15) days of receipt of the Superintendent's answer at Level 3.

B. The timeline for arbitration shall be frozen until mediation has ended.

E. LEVEL FIVE - FORMAL

1. If the grievant is not satisfied with the disposition of the grievance at Level Four, the grievant (through the Association), within fifteen (15) days from the receipt of the Level Four answer, may request a hearing before an arbitrator. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent.

2. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the grievant or his/her designated representative shall petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by use of the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of AAA. No claims that have not been raised in the previous levels may be raised at the arbitration. The decision of the arbitrator shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract. All expenses for the arbitrator shall be shared equally by the Board and the Association.

ARTICLE 6
POLICY AFFECTING EMPLOYMENT

A. GENERAL:

1. Each member of the certificated staff shall be offered written contracts in keeping with the provisions of the Ohio Revised Code.

2. It is agreed to by both parties that there shall be no employment discrimination of any kind against any person because of such person's membership or lack of membership in the Association; because of such person's activities, or the lack thereof, on behalf of the Association; or because of such person's race, color, creed, religion, national origin, age, sex, or handicap.

3. The Board further agrees that members of the instructional staff have the right to exercise their constitutional rights of freedom of association and political involvement outside of classroom without reprisal in any form.

4. It is further agreed that the private and personal life of any teacher outside the classroom is not an appropriate concern of the Board for any reason unless such activities substantially affect the teacher's classroom performance.

5. Related teachers who possess proper certification shall not be prohibited because of the family relationship from being assigned to the same building.

6. Due process shall be provided to all certificated teachers through the Grievance and Arbitration Procedure.

B. CONTRACT SEQUENCE:

Limited contracts shall be awarded as follows:

1.	First Contract	-a one (1) year limited contract
2.	Second Contract	-a one (1) year limited contract
3.	Third Contract	-a two (2) year limited contract
4.	Fourth Contract	-a three (3) year limited contract

C. CONTINUING CONTRACTS:

Any teacher who will be eligible and seeking continuing contract consideration must give written notice of that fact to the principal Superintendent on or before November 15 of the year his/her limited contract will expire. This notice must include written documentation supporting the teacher's claim for continuing contract. It is the member's responsibility to maintain and track all documents necessary to be approved for continuing contract. Failure to provide said notification shall result in the teacher not being eligible for continuing contract at the end of that school year. A member may withdraw, in writing, his/her request for a continuing contract at any time prior to the Board action.

A member becomes eligible for a continuing contract upon satisfaction of one of the following:

1. The member has been employed by the Board for a period of two (2) years and the member has previously attained continuing contract status in another Ohio public school district.

2. The member has been employed in the school district three (3) of the last five years and has a professional certificate.

3. The member has been employed in the school district three (3) of the last five (5) years and has a professional license, and

    a. If the member held his/her master's degree at the time of issuance of the initial license, the teacher has started and completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

    b. If the member did not hold a master's degree at the time of the issuance of the initial license, the member has started and completed thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

If the Board receives notice from a member that he/she is eligible for continuing contract and the first evaluation of the member unsatisfactory, the evaluating administrator shall present the teacher with a plan for improvement.

To the extent permitted by law, it is agreed that this Article shall supersede and replace conflicting provisions of Ohio Revised Code 3319.08, 3319.11, and 3319.111.

ARTICLE 7
COMMITTEES

A. GENERAL:

The Board and the Association agree that teachers should participate in reviewing current educational problems and make recommendations to the Administration in the following manner: a curriculum committee, a school calendar committee, an in-service committee, a book selection committee, a tuition reimbursement committee and a professional leave committee shall by appointed jointly by the Association and Superintendent. Fifty percent (50%) of each committee's membership shall be appointed by the Superintendent. The balance of each committee's membership shall be appointed by the Association. The

chairman shall be elected by the Committee. The size of each committee shall be determined by the Superintendent. At least one-half the committee meetings may be held during the regular school day.

B. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE:

1. A local professional development committee shall be formed for the Gallia County Local School District in compliance with the appropriate provisions of the Ohio Revised Code. All the rights, benefits, and privileges granted by HB 230 shall be in effect.

2. The current practice as of July 1, 2003, shall continue unless altered by a Memorandum of Understanding or at the expiration of this Agreement.

ARTICLE 8
TEACHER-ADMINISTRATION COMMUNICATION

A. COMMUNICATION COMMITTEE:

During the school year, the principals shall meet at their assigned school building upon request of either party, not more than once a month for one (1) hour before or after the school day, with a Communication Committee consisting of no more than three (3) Association members elected by the teaching staff from the building to discuss school problems and practices. The Committee shall review building practices for incentives/rewards for teachers.

B. ASSOCIATION/SUPERINTENDENT MEETING:

The Superintendent shall, upon request of either party, meet not more than once a month for one (1) hour before or after the school day with the Association President and one (1) representative of the Executive Committee to review and discuss current school problems.

C. Labor Management Committee

1. The Association and Administration agree to organize, establish, and train appointees in the principles and structure of a Labor Management Committee.

2. The teams shall be made up of a representative group that shall be equal in number. There shall be no more than one representative per building for the Association.

3. The Superintendent and Association President are automatic members by virtue of their office or position in the district.

4. The Superintendent and Association shall meet on or before September 15 of each school year to decide the size of the committee.

5. The parties agree the training for this committee shall be through the services of FMCS or an agreeable organization with specific knowledge of LMC operations.

6. The LMC shall meet quarterly or on an emergency basis.

ARTICLE 9
PAY PERIODS

A. PAY PERIODS:

Teachers shall receive payment in twenty-six (26) equal installments over a twelve (12) month period.

B. PAY DAY:

In the event the regularly schedule pay day falls on a day that is not a scheduled work day, bargaining unit members will be paid on their last day worked prior to the pay day except during the month of December. Such checks shall be dated the same as the date of issuance.

The Superintendent will issue a memorandum requesting that paychecks be distributed before lunch period.

C. DIRECT DEPOSIT:

All employees employed as of July 1, 2013 will be paid via direct payroll deposit unless the employee is unable to obtain a bank account. All employees employed after July 1, 2013 shall be paid through direct payroll deposit without exception. The Board shall pay any bank costs incurred. Anyone employed prior to July 1, 2013 may have their pay stub sent to them electronically and/or in paper form. Anyone employed after that date will receive his/her paystub electronically.

D. SUMMER ADVANCE:

Upon written notice to the Treasurer by May 1, up to ten percent (10%) of the staff shall have the option to receive in their first summer paycheck the total due him/her for the remainder of the school year. Teacher(s) opting for such payment shall continue to receive his/her benefits as set forth in Article 26.

E. SUPPLEMENTAL CONTRACT DAY:

Payment for supplemental contracts shall be included in a bargaining unit member's

regular pay check. Individuals holding such contracts shall have the option of filing a separate W-4 form for such supplementals. Such forms may be obtained from the Board Treasurer and filed by at least two (2) weeks prior to scheduled payment.

F. When an employee resigns his/her employment with the Board of Education, the Board of Education shall pay to the employee any sums due to them on the next payroll period.

ARTICLE 10
PAYROLL DEDUCTIONS

A. DEDUCTIONS:

1. Certified employees may sign and deliver to the Board an authorization for deduction from their paycheck, membership dues and assessments of the Association and its affiliates with the exception of the Gallia County Local Education Association. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates.

2. Deductions shall be made in equal installments beginning with the first paycheck and continuing in equal amounts from each subsequent paycheck in the teacher contract year until all installments have been deducted.

3. All money so deducted shall be forwarded monthly to the Ohio Education Association as stipulated by agreement between the Association and the Treasurer.

   The Association Treasurer shall notify the Board's Treasurer no later than September 15 the amount of local dues to be deducted from all bargaining unit member's checks. The treasurer of the board shall make a one-time deduction of (GCLEA) local dues from the first paycheck in October. (The exception shall be those bargaining unit members who are fair share fee.)
   The dues money shall be forwarded to the local Association Treasurer no later than seven days (7) after it has been payroll deducted.

4. If any employee's employment is terminated before completing all dues payments authorized by him/her, the unpaid balance will be deducted from the final check received by said employee and will be remitted in the manner as the regular monthly deductions. The Treasurer of the Association shall notify the Treasurer of the Board by October 25 of each year the amount of dues to be deducted for each association category which is authorized under this policy. New members after October 25 shall expect deductions in equal installments to begin the following pay period and conclude with the last paycheck in May.

5. Bargaining unit members may sign up for insurance programs and investment/annuities programs which have been accepted by the Board. The

Treasurer of the Board shall deduct from the employee's checks payments to such programs in amounts as may be required by the contracts between the Board and companies involved. Such additional insurance and investment programs contributions will be deducted from each check except in months when an employee is issued three (3) checks, no deductions will be made from the third. All money so deducted from the employee's paycheck shall be forwarded to the appropriate companies in accordance with the agreement with each company. A minimum of ten (10) bargaining unit members shall be required to institute a payroll deduction. Fewer than ten (10) bargaining unit members may request a payroll deduction with Board approval.

B. FAIR SHARE FEE:

1. In accordance with the provisions of Section 4117.09 (c) of the Ohio Revised Code, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Gallia County Local Education Association fair share fee for the Association's representation of such non-members during the term of this Agreement.

2. The Association shall provide reasonable notification to non-members of the "fair share fee"; and their right to object to the amount of the fee prior to the deduction of this fee. No non-member 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. The Association makes available to any non-member so requesting the required financial disclosure upon which the "fair share fee" was determined.

3. The Association represents to the Board that an internal rebate procedure has been established in accordance with R.C. Section 45117.09 (c) and that a 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.

4. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

5. Notice of the amount of the annual fair share fee which shall not be more than 100 percent of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by October 25th of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.

6. Payroll deductions of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining

unit members employed after October 31 until the member has been apprised of his/her rights under the Association's internal rebate procedure.

7. 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.

8. The Board 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.

9. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Fair Share Fee Procedure.

10. The Association shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the right to waive indemnification by the Association at any time and provide its own defense.

ARTICLE 11
REPRIMAND OF PROFESSIONAL STAFF

A. Members of the bargaining unit and the administration and agents of the Board agree to provide mutual respect and agree not to subject anyone to verbal abuse.

B. If the possibility of a written reprimand exists, the bargaining unit member shall be informed as to the nature of the reprimand at least twenty-four (24) hours prior to the conference at which an alleged infraction will be discussed.

C. Prior to filing any written reprimand, the member of the bargaining unit and a representative shall have the right to a conference wherein the alleged misconduct shall be explained and the member of the bargaining unit shall be informed of who the witnesses are.

D. The principal or designated administrative personnel charged with conducting an investigation into a complaint against a bargaining unit member shall update the bargaining unit member and local president as to the status of the investigation. The update, at the discretion of the administrator, may or may not include information pertinent to the complaint.

The first status notification shall occur ten (10) working days after the meeting as required in section (C). Any update thereafter, shall occur every ten (10) working days.

E. A copy of the written reprimand shall be given to the member before placement in the member's personnel file. The member shall be given the opportunity to attach a written rebuttal within five (5) days.

F. A written reprimand may be removed from the member of the bargaining unit's file after three (3) years, barring further similar problems.

G. If a member of the bargaining unit feels that a written reprimand is unwarranted, he/she shall have the right to have the Superintendent review the reprimand. Such review must be requested within five (5) days of the date the member was given the written reprimand. The member of the bargaining unit and his/her representative shall have the right to present arguments to the Superintendent as to why the member of the bargaining unit feels the reprimand is unwarranted. If satisfaction is not achieved within five (5) days, the member of the bargaining unit has the right to file a grievance in accordance with the agreement.

ARTICLE 12
TERMINATION AND NONRENEWAL

A. TERMINATION:

Members of the bargaining unit shall be terminated in accordance with Sections 3319.16 and 3319.161 of the Ohio Revised Code.

B. NONRENEWAL:

1. Nonrenewal of a teacher's regular limited contract shall be due to a teacher's lack of ability or degree of professional competency as determined from formal evaluation by the school administration.

2. A full written record of evaluation of a teacher's professional service shall be maintained prior to any action of nonrenewal. Copies of such information shall be made available by the administration to said teacher upon written request.

3. Except in the case of nonrenewal from a supplemental contract, grounds for nonrenewal shall be clearly defined and given to the teacher in writing by the Superintendent. The notice shall include the date the Superintendent intends to make the recommendation of non-renewal. In the case of nonrenewal from a supplemental contract the grounds for dismissal shall be given by the Superintendent, or his designee, to the teacher in the presence of a building representative, if requested by the teacher. A nonrenewal from a supplemental contract shall not be made arbitrarily or capriciously.

4. Except in the case of a supplemental contract, a teacher so notified shall have the right of a formal hearing before the full Board to offer reasons against such recommendation of non-renewal. The hearing shall be held on the date set forth in the notice from the Superintendent. The Association shall be notified of the hearing and shall have the right to have representation present at said hearing. The Board will render a written decision within five (5) days based on the facts of the hearing as to the Board's intent. Copies of the said decision shall be sent to the teacher, the Superintendent, and the Association.

5. The grievance and arbitration procedure shall be the sole and exclusive method of settling any and all claims concerning unfair nonrenewal. The Board of Education, the Association and the teacher involved shall be bound by an Arbitrators award concerning such claim.

   Grievances concerning unfair nonrenewal shall be submitted at the fourth level within fourteen (14) calendar days after receipt of the Board's written decision.

6. The procedures set forth in this Article supersede the provisions of Section 3319.11, R.C.

ARTICLE 13
SCHOOL YEAR AND DAY

A. Length of School Year:

The length of each school year will include one hundred seventy eight (178) student instruction days, two (2) teacher in-service days, two (2) parent-teacher conference days, and early release on the last student instruction day, for a total of one hundred and eighty two (182) days. Bargaining unit members shall not be responsible for distribution of report cards at the end of the school year.

B. Length of School Day:

The school day shall not exceed 7 hours and 45 minutes in length and shall be uniform throughout the District though starting and quitting times may vary.

C. Preparation Time:

Preparation time is defined as time set aside during the day for use by the member in preparing for classroom duties. Each elementary teacher shall have not less than 40 consecutive minutes student-free planning and conference time four (4) days per week and not less than 200 minutes per week. Secondary teachers shall have one (1) planning and conference period per day of at least 45 minutes.

The board and the association agree that a site-based team shall be organized in each

building to address concerns of equity of planning time.

D. Lunch Breaks:

Each teacher shall have a 30 consecutive minute duty free uninterrupted lunch period each day. Teachers will be permitted to leave the building during their lunch periods with prior approval of the principal/building administrator. Prior approval will not be unreasonably, arbitrarily, or capriciously denied.

E. Parent-Teacher Conferences:

1. A joint teacher/administration committee will be formed to recommend possible dates for parent-teacher conferences. The parent-teacher conferences will be determined by a vote of the teachers in each respective building.

2. The first Parent/Teacher conference shall be scheduled within the first two weeks of the school year.

3. The remaining Parent/Teacher Conferences shall be scheduled around interim reports or at the end of the grading periods in each building in accordance with #1 of this section.

ARTICLE 14
PERFORMANCE EVALUATION PROCEDURE

It is agreed that the sole avenue to challenge alleged violations of the evaluation procedure set forth in this section, Board policy, and in the Memorandum of Understanding shall be through the grievance procedure contained in this Agreement, and that provision is intended to supersede and replace the requirements of Ohio Revised Code section 3319.11 as it relates to the evaluation requirements for non-renewal.

Any teacher who does not meet the statutory definition of teacher shall be evaluated in accordance with this Article, utilizing the current evaluation forms. These teachers shall be evaluated and observed using the same timelines and frequency as OTES teachers. If a teacher is assigned to more than one building, one administrator shall be designated as the evaluator, who will solicit input from the other administrators in the other building to which the teacher is assigned.

A. PURPOSE:

The purposes of evaluation shall be as follows:

1. To assist the member in evaluating himself/herself in achieving the Board established job performance expectations in the areas of assigned responsibility.

2. To provide evidence of a member's performance.

3. To provide information for consideration of advancement or the award of continued employment.

4. To assist the member in improving instruction and effectiveness.

5. Performance evaluations shall include the identification of strengths and weaknesses of teachers during the school day on the basis of (A) instructional techniques; (B) classroom organization; (C) knowledge of subject matter; (D) rapport with children; (E) organizational climate of the classroom; (F) management of student behavior; (G) observation of performance in other assigned duties, (exclusive of supplemental contract duties), (H) Attendance.

B. EVALUATION PROCEDURE:

1. Certificated employees of the Gallia County Local School District holding certificates defined in Section 3319.22 (E), (F), (G), (H), (I), (J), (L) and (M) of the Ohio Revised Code shall be considered qualified to evaluate members of the bargaining unit.

2. Observations and Evaluation Reports:

   a. There shall be at least three (3) weeks between at least two (2) of the observations. Observations shall not be conducted within three (3) days before or after the Thanksgiving, Christmas, Easter and/or summer vacation or within three (3) days of a teacher returning from a leave of ten (10) days or more unless requested by the teacher. However, in the event an administrator who has initiated observations and/or evaluations is on leave for a period of five (5) or more consecutive days, the Board may utilize more than one evaluator.

   b. A written report of the results of each evaluation shall be given to the member prior to a scheduled conference to discuss the evaluation. A conference shall be scheduled at a mutually agreed upon time to discuss the evaluation.

   c. The written evaluation, following a review by the member and the evaluator, will be signed by each party. One (1) copy will be given to the member and one (1) will be placed in the member's personnel file. The member's signature signifies only that the member has reviewed the evaluation and does not necessarily imply agreement with the evaluation. The member shall have the right to attach documents relative to the evaluation within five (5) work days following the conference.

3. A member whose evaluations reflect a need to improve in one or more areas shall be expected to develop cooperatively with his/her evaluator a positive program of

improvement designed specifically to assist in the correction of professional difficulties or deficiencies identified in the evaluation process.

4. The parties may mutually agree to extend the time deadlines under this Article. It shall automatically be extended due to the absence of any of the participants by the number of days in the absence.

5. All bargaining unit members shall be evaluated only on the district-wide evaluation form developed by the administration. No administrator shall evaluate teachers using any additional evaluation forms and/or criteria.

   In the event the Board wishes to make modifications to the existing evaluation instrument, it shall notify the Association President and provide a copy of the modified evaluation instrument to the Association President prior to utilizing the new evaluation instrument. The Evaluation Policy Consultation Committee shall review the revised instrument. The new form shall be provided to the affected members at least five (5) work days prior to using the instrument.

6. No undocumented weaknesses shall become part of a teacher's performance evaluation report.

7. The evaluator must be visible for all formal evaluations. No eavesdropping over the PA system shall be used in the observation of a member.

ARTICLE 15
LEAVES

A. SICK LEAVE:

1. Sick leave credit shall accumulate at the rate of one and one-fourth (1 1/4) days per month and at a maximum of fifteen (15) days per year. Each member of the bargaining unit's maximum accumulation shall be two hundred and sixty (260) days. Each beginning teacher shall be granted a minimum of twelve (12) days advance sick leave upon enrollment by the Board, but if the teacher leaves the employment of the Board before twelve (12) days have accumulated, the difference between the accumulated and the used days shall be deducted from the final pay due the teacher.

2. Any teacher transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to Section 143.29 of the Ohio Revised Code.

3. Unused accumulation shall be reported to each member by the Treasurer of the Board by the way of the payroll check stub. Sick leave may be used for absence

due to personal illness, doctor's appointments, dental appointments, injury, exposure to contagious diseases which could be communicated to other employees or children, and disability due to pregnancy, during periods when the member is not on maternity leave. Such leave shall be limited in accordance with the following paragraphs:

a. A member may use up to five (5) days accumulated sick leave for death of the following immediate family members: spouse, children, father, mother, brother, sister, sister-in-law, mother-in-law, father-in-law, brother-in-law, grandparents, grandchildren, stepchildren or anyone living in the same household as the member.

b. A member may use one (1) day accumulated sick leave for death of the following members: aunts, uncles, nieces, or nephews.

c. A member may use accumulated sick leave for illness in the immediate family. Immediate family, according to this paragraph, shall be spouse, children, mother, father, and others living in the same household as the member.

4. Members granted such leave shall be replaced by a substitute according to Board policy governing employment practices.

5. If a member is absent in excess of ten (10) consecutive school days or more than fifteen (15) days during the school year because of personal illness, illness in the immediate family, injury, exposure to contagious diseases, or disability due to pregnancy, the member must provide the Administration with a doctor's certificate on the eleventh (11th) or sixteenth (16th) day setting forth the identity of the patient, the nature of the illness or disability involved; the need for the absence; and the expected date the member can return to work, before the member will be eligible for sick leave beyond such ten (10) consecutive school day or any day after the fifteen (15) total day period of absence.

6. a. Each full-time member of the bargaining unit employed under regular contract a minimum of one hundred eighty two (182) days each contract year shall be paid a stipend for not using Sick Leave and Personal Leave as follows:

0 days of sick leave and personal leave	$600.00
1 day of either sick leave or personal leave	$300.00

If the total number of teachers missing zero (0) days is equal to ten percent (10%) or greater of the total number of regular teaching positions as of the first day of school, then the stipend for that level shall increase to $1,000. If the total number of teachers missing one (1) day is equal to five percent (5%) or greater of the total number of regular teaching positions as of the

first day of school, then the stipend for that level shall increase to $500. If a teacher was not in possession of his/her regular teaching license as of the first day of school they are not eligible for the incentive.

b. Eligible members shall be reimbursed no later than the second pay in June.

7. ATTENDANCE:

Regular attendance is important to the effective operation of the District. In order to encourage regular attendance the following items are instituted:

a. Attendance data shall be provided to each building principal/supervisor and association representative on a monthly basis.

b. In the event an absenteeism problem is noted, the principal/supervisor and association representative shall jointly attempt to ascertain the reason(s). Depending on the apparent cause(s) of the absence, the principal/supervisor and association representative may offer various types of assistance to the staff member in helping to resolve the attendance issue. In the event an employee has excessive absences, as determined by the building principal in consultation with the association representative, or has failed to improve his/her attendance after meeting with the principal and association representative, disciplinary action may be considered, including action Ohio Revised Code section 3319.16.

c. Attendance shall be a part of the employee's evaluation.

d. The board may establish an award/incentive program to recognize individual buildings which have achieved significant improvement in various criteria which are recognized as important to student success and the effective operation of the building. Each building (principal and staff) shall determine the use of any award established by the Board. Said usage will be approved by the superintendent.

B. DISABILITY LEAVE:

1. After a teacher's accumulated sick leave has been exhausted, should further physical or mental disability occur from personal illness, injury, exposure to contagious diseases, or disability due to pregnancy during a period when the teacher is not on maternity leave, disability leave without pay shall be used for the remaining period of such disability as authorized by the Administration. In accordance with R.C. 3319.13, the disability leave may be granted for a period of two (2) years. A written application for disability leave of absence, without pay, shall be made by the teacher in such cases. This application must be accompanied by a statement from the attending doctor indicating the nature of his/her duties. The Board will continue to pay its share of the teacher's health insurance

benefits for a period of up to three (3) months, after the statement from the attending doctor is received. A teacher shall have the option at the conclusion of the three (3) month period of continuing any such benefits by paying the full premium therefore to the Treasurer.

2. At least thirty (30) days before a teacher on disability leave expects to resume his/her duties, the teacher must request reinstatement in writing. Not less than ten (10) days before termination of disability leave, a doctor's statement must be submitted by the teacher. This statement shall certify that the teacher has been examined and is able to resume his/her duties when the leave of absence expires.

C. MATERNITY LEAVE:

It is recognized that pregnant teachers may desire a consecutive period of time for leave during and after pregnancy. It is further recognized that the pregnant teacher may desire this leave to include periods of time during which she is not physically or mentally disabled as a result of the pregnancy, as well as those periods when she is so disabled.

1. When a pregnant teacher desires a period of time for leave due to maternity reasons and to return to the employ of the Board at a future date she must give sixty (60) days notice in advance of the leave by making written application to the Superintendent for a leave of absence without pay or benefits. Such application must be accompanied by a doctor's written statement, stating the approximate date of delivery. This leave of absence may become effective any time during the pregnancy, and must become effective no later than the last expected date prior to delivery on which the teacher will be physically and emotionally capable of performing all the duties and functions of her position, with said date to be established by a doctor's written statement. To request the termination of a maternity leave, the teacher must submit to the Superintendent of Schools by registered mail, return receipt requested, a written statement from her doctor certifying that she is able to resume her duties in the schools. This written statement shall be submitted no later than thirty (30) days before the beginning of the next school semester. Failure to submit this statement in a timely manner will result in loss of reinstatement rights for the next succeeding semester. The Superintendent of Schools may require verification of the statement. Reinstatement on the rolls shall occur no later than the beginning of the next semester immediately following the doctor's certification and the teacher's notification that she is ready for assignment. For the purposes of this provision, and paragraph 2 below, the summer vacation period between school years shall not be considered a semester.

2. The maximum amount of leave granted for a maternity case shall be the remainder of the school year in which the leave becomes effective and one (1) additional school year. When the employee elects to use the maximum amount of maternity leave provided, she shall inform the Superintendent of Schools, in writing, of her intention to return to service at least ninety (90) days before she expects to resume

her duties. Failure to comply with this regulation shall be deemed an automatic resignation.

3. The Administration may initiate maternity leave for a pregnant teacher in accordance with the Ohio Revised Code at any time during a teacher's pregnancy.

D. ADOPTION LEAVE:

1. A teacher who adopts a child may be granted up to eight weeks of paid sick leave.

2. A teacher who adopts a child will be granted a leave of absence, without pay or benefits, for a maximum of the remainder of the semester in which the leave becomes effective and one (1) additional school year. Such leave will be granted upon written application made to the Superintendent thirty (30) days prior to the date of adoption. However, a shorter period of notification is permissible in urgent situations where it would result in denial of the adoption. When a teacher elects to use the maximum amount of adoption leave provided, the teacher shall inform the Superintendent, in writing, of his/her intention to return to service at least ninety (90) calendar days before the teacher expects to resume his/her duties. Failure to comply with the notice provision concerning return to work shall be deemed an automatic resignation.

E. PERSONAL LEAVE:

At the beginning of each school year each certificated employee shall be credited with three (3) days of personal leave. Personal leave shall not be used immediately preceding or following a holiday or vacation period or during the teacher's building's State testing periods except in the case of an emergency. Any member using personal leave shall notify his/her immediate supervisor 24 hours in advance except in cases of emergency. The word emergency means events of a serious nature which cannot be avoided, anticipated or dealt with at any other time. Personal leave days shall be non-accumulative. Unused personal leave days shall be converted to sick leave days at the end of each contract year.

F. JURY DUTY:

If a teacher is called for jury duty or subpoenaed as a witness during the work day to a job related court case, the teacher will be released with pay and remit the juror/witness fee back to the school district. If the teacher is called as a witness in a non-job related case, the teacher will be released without pay or use personal leave.

G. PROFESSIONAL LEAVE:

1. A professional leave fund shall be included in the budget of the Gallia County Local Board of Education in the amount of $10,000.00 to be used for the payment of the expenses of the certified teaching personnel of the Gallia County Local

School System who are attending approved professional meetings, and/or workshops, and/or school visitations.

2. The term, professional days, is not to include days when a teacher accompanies students to meetings, competitions, and the like; nor shall it include workshops, conferences or meetings mandated by the local administration, state, and/or federal agencies.

3. A committee shall be established in accordance with the terms and provisions of Article 7 entitled Committees. This committee shall be known as the Professional Leave Committee. The function of this committee shall be to establish guidelines for professional leave, to keep a ledger of expenditures for professional leave, to receive applications for professional leave, and to approve applicants for professional leave. The Administration shall be responsible for introducing all professional leave forms complete with approved guidelines to building principals, who in turn will be responsible for giving the information to their teaching staff.

4. Coaches will be reimbursed for attending Ohio High School Athletic Association required clinics and other clinics approved by the principal and the Superintendent or his/her designee.

H. ASSAULT LEAVE:

1. Any member absent due to physical disability resulting from an assault by a student or any other person during the course of Board employment, shall, upon written request, be granted a leave of absence with full pay and benefits for a period of such physical disability in accordance with a doctor's written statement specifying the time needed for recovery and the nature of any medical treatment necessary. Such leave shall not be granted for longer than a maximum of sixty (60) days from the date of the assault, except in situations where medical proof justifies a longer leave, in which case, the leave may, if the Board approves, be extended to a period of sixty (60) working days.

2. The Board shall reimburse bargaining unit members for personal property (i.e. glasses, clothes) damaged during an assault upon the member up to a maximum of $500. The bargaining unit member shall be required to submit receipts if the loss is not recoverable through the members insurance.

I. ASSOCIATION LEAVE:

The Association will be granted leave for only two (2) OEA Representative Assemblies per school year. Such leave shall consist of a maximum of three (3) days with pay for four (4) delegates per assembly. Any member who is elected or appointed to the governing body of O.E.A. shall be granted leave with pay to attend meetings of such bodies, not to exceed five (5) days per year. The Association President, or his/her

designee, shall be granted five (5) days each school year to conduct Association business. The Association shall reimburse the Board for the substitute.

J. MILITARY LEAVE:

1. In accordance with Section 3319.14 of the Revised Code, military leave of absence, without pay, shall be granted to any regular contract teacher who shall be inducted, called to active duty, or who enlists for military duty with any branch of the armed forces of the United States.

2. Any teacher whose teaching services in the Gallia County Local School District has been interrupted by active duty service in the armed forces shall be reemployed in accordance with the provision of Section 3319.14 of the Revised Code, and shall be given full credit in the salary schedule for such service.

3. Military leave shall be granted pursuant to Section 5923.05.

4. Military service in the time of national emergency, a call to active duty in the armed services, shall be credited as full time in determining seniority when teacher service is interrupted.

K. SABBATICAL LEAVE:

1. A teacher who has completed five years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions. The teacher shall present to the Superintendent for approval, a plan for professional growth prior to a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in this state.

2. The Board of Education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave. The employee will have the option of continuing all insurance benefits at the group rate during a sabbatical leave by direct payment to the Treasurer.

L. FAMILY MEDICAL LEAVE ACT:

The Board and members of the Association shall comply with the provisions of the Family Medical Leave Act of 1993 and revisions thereof.

M. RIGHTS WHILE ON UNPAID LEAVES:

1. The bargaining unit member using unpaid leave shall be allowed to continue participation in insurance programs for the first twelve (12) weeks of the unpaid leave, in accordance with The Family Medical Leave Act of 1993. After the twelve week period, the bargaining unit member shall be allowed to continue to participate in all fringe benefits programs, the cost of which shall be paid by the employee to the Treasurer of the Board each month.

2. Time spent on approved unpaid leaves of absences shall not break the continuous service of an individual on such leave. Time spent on such leave shall not be applied to salary schedule increments, with the exception of an increment due an individual on such leave. Time spent on such leave shall not be applied to salary schedule increments, with the exception of an individual who returns from leave and worked at least 120 days in the year prior to commencing such leave.

ARTICLE 16
TRANSFERS, REASSIGNMENTS, AND PROMOTIONS TO VACANT OR NEW POSITIONS

A. Definition of a Vacancy:

1. A vacancy shall be defined as any position which the Board intends to fill, resulting from:

   a. an employee's leaving employment as a result of a termination, resignation, or death;

   b. an employee's non-renewal for just cause;

   c. an employee's transfer to another bargaining unit position;

   d. an employee's assuming a non-bargaining unit position;

   e. an employee's long-term leave of absence (i.e., for more than one (1) year or STRS Disability, as a result of maternity leave) or when it is not specifically provided for in the Contract that the employee retains the right to return to the same position; and/or

   f. the creation of a new position.

B. Voluntary Reassignments or Transfers:

1. Definitions:

a. Voluntary reassignment shall be defined as a change requested by the member in a teaching assignment within a building.

b. Voluntary transfer shall be defined as a change requested by the member in a teaching position in another building.

2. No later than April 1 of each year, the member may submit a request for reassignment for the succeeding contract year. Requests for position transfers and/or reassignments shall be retained on file until the opening of schools.

3. In acting on a request for voluntary transfer or reassignment, the following criteria shall apply:

a. Teacher certification.

b. Teaching experience in the position to be filled.

c. Individual qualifications which shall include training, demonstrated knowledge of the subject area or position through a review of the number of content courses taken in the subject area or area of assigned responsibility and previous performance.

d. Educational needs of the district

e. Seniority in the district, where the foregoing factors are equal.

Current staff member(s) will be considered first for vacancies before an outside applicant is hired. In rejecting a current staff member for a transfer, the decision shall not be arbitrary or capricious.

4. All job vacancies posted shall state specific details including, but not limited to, building, grade level, and subject area, if applicable. All job vacancies shall be emailed to each bargaining unit member at his/her district email address. The vacancy shall also be posted on the District website. The vacancy shall not be filled for ten (10) calendar days from the date of the email notice

5. Members who desire a change in grade and/or subject assignment, or who desire a transfer to another building shall so indicate in writing to the Board by the end of the posting period..

6. Once a transfer has been approved, the successful applicant will be notified within forty eight (48) hours. The first transfer in the chain of possible transfers shall be effective immediately. The remaining transfers in the chain will be effective at the beginning of next semester or the opening of school, whichever date is the earlier.

C. Involuntary Transfers:

1. A teacher being involuntarily transferred will be placed only in a position which involves no reduction in rank or in total compensation and no impairment of tenure. No involuntary transfer shall be made after August 1 without the consent of the teacher.

2. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified in writing of the reasons. No teacher will be transferred arbitrarily, capriciously or without rational basis.

3. Members who are required to obtain an update in an area of previous certification and/or secure new certification for assignment by the Superintendent shall be reimbursed for the required tuition necessary to obtain said update or new certification. Such tuition reimbursement shall be based upon the course requirements established by the State Department of Education for said update and/or new certification. Said reimbursement shall be outside the funds allocated for tuition reimbursement established in this agreement.

D. Involuntary Reassignments:

No teacher may be involuntarily reassigned within his/her building because of a personal dispute occurring prior to the reassignment.

E. Supplemental Postings:

The Board shall only be required to post those supplemental positions which it intends to fill with an individual different than the individual who held it in the previous year.

ARTICLE 17
TEACHING ASSIGNMENT DURING PLANNING PERIOD

1. A building principal and/or other administrators may assign a member to assume the responsibilities of teaching a class during his/her planning period and/or assume the responsibility of teaching students from an absent teacher's class in addition to his/her own provided an unsuccessful attempt has been made to secure a substitute.

2. Members assuming the responsibility of teaching students from an absent teacher's class who are in the same grade level and/or subject area as his/her own assigned students shall be eligible for reimbursement for each period said assignment causes the class enrollment to exceed thirty-five (35) students. Study Hall teachers and monitors and librarians shall be excluded from additional reimbursement. Special Education teachers shall be reimbursed for each period said assignment causes the class enrollment to exceed the state

maximum for their area of special education.

3. Members will be responsible for submitting a time sheet prescribed by the Board at the end of each day to the building principal noting the periods taught. Members will be paid on a prorated basis at their per diem hourly rate within thirty (30) days of the date the additional work was performed.

4. Teachers who are required to administer proficiency tests or other standardized tests during their planning period shall be reimbursed at the per diem rate.

5. Teachers who are required to assume the duties of an absent teacher shall be reimbursed at their per diem hourly rate for each class covered.

ARTICLE 18
PERSONNEL FILES

A. PROFESSIONAL PERSONNEL RECORDS:

1. The official personnel file for each bargaining unit member shall be maintained in the Superintendent's Office. These personnel records shall include, but shall not be limited to, the following:

   a. Application for employment, including references.

   b. Other teacher certificates.

   c. Transcript of college credits showing the official record of the degree granted, original or certified copy.

   d. Record of military service.

   e. Medical records.

   f. Teacher evaluations.

2. All entries made to a member's personnel file shall be signed and dated by the person making the entry. There shall be no anonymous documents maintained in a member's file.

3. A copy of all materials placed in the file shall be sent to the member before the original is placed in the file. Both the original and the copy shall show the date of the filing.

4. The member shall have the right, upon written request, to review all contents of his/her own personnel file with the exception of item (a) above. A representative

of the Association may, at the member's request, accompany the member during such a review. A member shall have the right to one (1) copy of any item in his/her personnel file at no cost. A member shall have the right to request additional copies of materials placed in his/her file at the Board cost per copy.

5. The confidentiality of the official personnel file shall be maintained in accordance with the provisions of Section 149.43 of the Ohio Revised Code.

6. A member shall be notified within twenty-four (24) hours of any person(s) other than authorized school personnel requesting to see a member's personnel file.

7. A building Principal may maintain personnel files for the bargaining unit members in his/her building; however, no material contained in these files shall be considered official material nor shall it be used as evidence against a member until it is placed in the file in the Superintendent's office. All material placed in the official file shall follow all provisions of this Article.

ARTICLE 19
TRAVEL REIMBURSEMENT/VOLUNTARY HOME TUTORING

A. If approved by the administration, teachers with regular assignment in more than one building, or whose assignment necessitates travel shall, if they use their own automobiles for such travel, be reimbursed at the IRS adopted rate per mile. Mileage will be measured from the first school to the final school. Teachers will submit monthly mileage vouchers to the Treasurer for approval. Payment on such vouchers will be made in the normal payment cycle used by the Board in paying its monthly expenses.

B. If approved by the administration, bargaining unit members who perform home tutoring will be paid on a prorated basis at Board established hourly rate and will receive travel reimbursement at the IRS rate for mileage from his/her school to the student's home and back to his/her school.

ARTICLE 20
REDUCTIONS IN STAFF

A. Teachers may be laid off as a result of the following:

1. A reduction in pupil enrollment.

2. The reduction of a program, provided that such reduction is not for arbitrary or discriminatory reasons; or

3. A bona fide consolidation.

4. The reasons set forth in Ohio Revised Code section 3319.17

B. NOTIFICATION OF ANTICIPATED RIF:

1. If the Board determines a RIF may occur, the Board shall notify the Association in writing, not less than sixty (60) days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the teachers to be affected, the date of Board action to implement the RIF and the effective date of the RIF.

2. Within ten (10) days of receipt of the notification, representatives of the Board and the Association shall meet to review the proposed RIF.

C. IMPLEMENTATION:

1. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:

   a. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.

   b. In accordance with Ohio Revised Code section 3319.17

2. During the implementation of a RIF, no reassignment, or transfer shall occur that will cause a more senior employee to be laid off before a less senior employee. Layoff shall occur by suspension of contract. Limited contract teachers whose contracts are not nonrenewed in accordance with Article 12, shall have their limited contracts renewed and then suspended to implement the layoff.

3. A teacher to be laid off due to a RIF shall be given thirty (30) days advance written notification prior to the implementation of the RIF. A teacher who is notified that he/she is to be laid off will have the right to displace any less senior teacher whose work he/she is certificated to perform if the reduced in force teacher has comparable evaluations with the less senior teacher. Written notice of intent to exercise this right must be given to the Superintendent with a copy to the Association, within ten (10) days after a teacher is notified that he/she is to be laid off. Within five (5) days after he/she receives such notification, the Superintendent will notify the less senior teacher that he/she is to be displaced. A teacher who displaces another teacher will be placed on the proper step of the salary schedule for the new position according to his/her experience and education and will retain all of his/her accrued benefits.

4. A teacher who is to be displaced pursuant to this Section will have the same displacement rights vis-a-vis comparable, less senior teachers as a teacher who is

to be laid off pursuant to the above.

D. SENIORITY:

1. For the purpose of this Article, seniority will be computed from a teacher's most recent date of hire with Gallia County Local Schools or its predecessors and will begin to accrue as of his/her first day of actual service in a negotiating unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff. Time spent on inactive pay status (unpaid leave) or time spent in a non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

2. A tie in seniority shall be broken by the following method to determine the most senior member:

   a. The member with the first day worked; then

   b. The member with the earliest date of employment (date of hire); then

   c. By lottery, with the most senior unit member being the one whose name is drawn first, etc.

3. Seniority shall be lost when a bargaining unit member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.

4. The Superintendent will provide the Association with a seniority list prior to November 1 of each contract year. Such list shall include name, certification(s) held, type of contract (continuing or limited), and the first day of continued employment.

E. LAYOFF RIGHTS:

A. A teacher on layoff status shall have the following rights:

   1. The right to continue receipt of group insurance coverage at the employee's expense for a period of eighteen (18) months.

      a. The employee must remit the required monthly premium amount to the Board Treasurer at least five (5) days prior to the monthly payment date established by the insurance carrier.

   2. The right to retain seniority credit during the period of layoff.

   3. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position

during layoff.

4. Recognition of additional certification(s) earned or reported while on layoff status for recall purposes, provided such information is filed with the Employer prior to recall.

5. The right to accept or refuse placement on the substitute list. Refusal of placement shall not impair the teacher's right to unemployment.

F. RECALL AFTER REDUCTION IN STAFF:

1. Teachers on continuing contracts shall be recalled in accordance with Ohio Revised Code section 3319.17.

2. Notice of recall will be given by telegram or registered mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered. However, if a teacher is offered part-time and either accepts or rejects, the teacher will not be removed from the recall list.

3. A teacher who is laid off will remain on the recall list unless he/she:

   a. Waives his/her recall rights in writing;

   b. resigns;

   c. fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position; or

   d. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed a reasonable amount of additional time before being required to report for work.

4. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.

5. No transfer or reassignment shall be made during a period of RIF that prevents the recall of a teacher on layoff status. This provision shall not require the recall of a member not needed.

6. No current non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible teacher remains on layoff status, unless such employee holds a continuing contract within the District, is reduced from his/her current

position and is eligible for such position based on contract status and seniority.

7. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off teacher.

8. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and credits towards sabbatical eligibility, will be restored to him/her upon his/her return to active employment, and will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher will not receive increment credit for time spent on layoff nor will such time count toward fulfillment of time requirements for acquiring tenure.

ARTICLE 21
CLASS SIZE AND LOAD

The Board shall strive to maintain teacher-pupil teaching load as equitable as possible. The Board also agrees to maintain class size in accordance with the requirements of State Board of Education Minimum Standards and Ohio Revised Code section 3317.023.

ARTICLE 22
SEVERANCE PAY

Teachers shall receive severance pay upon retirement from active service with the Gallia County Local School District as follows:

A. Teachers with twenty (20) or more years of service with the Gallia County Local School District, or any of its predecessors, shall be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum of sixty (60) days.

B. Teachers with ten (10) or more years of service with the Gallia County Local School District, or any of its predecessors, shall be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based upon one-fourth (1/4) of one hundred eighty four (184) or forty six *(46)* days.

C. All other teachers with at least five (5) years of service to the district shall be paid, as severance pay, one-fourth (1/4) of the teacher's accumulated unused sick leave with a maximum based on one-fourth (1/4) of one hundred sixty four(164) forty one *(41)* days.

Payments under this provision shall be based on the teacher's per diem rate at the time of retirement. Severance pay shall be paid only after receipt by the Superintendent of written evidence of approval of retirement benefits by the S.T.R.S.

Bargaining unit members who provide notice of resignation due to retirement to the district by

November 1 of the school year will receive a one thousand dollar ($1000.00) lump sum payment by separate check.

ARTICLE 23
TUITION REIMBURSEMENT

A. The Board recognizes that the program of continuing education and training for teachers is beneficial to the education of children in the school district. Accordingly, the Board will establish a fund of twenty thousand ($20,000.00) per fiscal year, from which it will reimburse fifty (50%) of the tuition costs of any teacher upon satisfactory completion by the teacher of college credit hours beyond a bachelor's degree. Any unused portion of this fund in any year shall be accumulated to the fund for the next year until the expiration of this agreement.

B. Satisfactory completion is defined as receiving a grade of "B" or the equivalent. Any teacher desiring such tuition reimbursement shall submit a request for such reimbursement thirty (30) days before registration for such hours. Payment shall be made thirty (30) days after receiving proof of satisfactory completion of such hours. Payment shall be made only to teachers who have requested reimbursement in advance, and shall not be made if the tuition reimbursement fund for the year, plus any accumulations from the previous year, has been used up. In order to be eligible for reimbursement the class must have been approved by the LPDC as part of the teacher's IPDP. The allocated money is to be divided into four (4) sessions. Each session shall be allocated as follows:

Summer II	$8,000
Fall	$4,000
Spring	$4,000
Summer I	$4,000

C. Once the money allocated for a session is used, all future requests for reimbursement for that session will be denied. Any money left over from a session will be placed into the following session for usage. The Treasurer will provide to the Association President an account of expenditures upon the conclusion of each session.

D. All applicants will be placed in either Tier I or Tier II. Tier I applicants are those individuals making their initial request for the fiscal year. Tier II applicants are those people who have at some time during the fiscal year received reimbursement. Tier I applicants will receive top priority for tuition reimbursement. Only after all Tier I applicants for a given session have been considered will Tier II applicants be given the opportunity for reimbursement.

E. If the Tuition Reimbursement Fund is not exhausted at the end of each fiscal year (June 30) the remaining money shall be rolled over to the following fiscal year for use by bargaining unit members. The fund shall not exceed an accumulated amount of more than

thirty thousand ($30,000.00).

ARTICLE 24
SUPPLEMENTAL CONTRACTS

A. The performance of extracurricular activities to be covered by supplemental contract shall be limited to those activities specified in the Supplemental Salary Schedule in this Article. The Board shall have the right to add to the list of supplemental positions during the term of this Agreement without bargaining. The Association may, if the Board agrees, open negotiations on any such newly created supplemental position at the conclusion of all such new supplementals. However, notification of the Association's intent to negotiate salary for newly created position(s) will be sent not later than June 15th of each academic year in which such positions are created. The Board of Education will issue supplemental contracts by certified mail to addressee only. The Board may revoke the supplemental contract if not returned to the Board within fourteen (14) calendar days of receipt.

If a new supplemental position is created, it shall be posted in accordance with Article 16.

B. Supplemental contracts are defined as contracts issued for duties beyond the normal classroom duties and/or responsibilities.

C. The total number of teachers holding supplemental contracts may vary according to student enrollment, student participation, addition of programs, or discontinuance of an activity, however, the supplemental positions currently in existence will continue unless any of the aforementioned occur.

D. For purposes of advancement on the supplemental salary schedule, a year's experience in the Gallia County Local School District will be considered a season within the supplemental activity area. Such years need not be consecutive.

E. Total years experience in the Gallia County Local School District will be considered when determining salary placement.

F. Members whose supplemental contracts are to be nonrenewed shall be so notified in writing no later than April 30th. The requirements of said notification shall be met through either a hand delivered notice or by certified letter received by the member no later than April 30th.

G. The appropriate administrator or Board approved individual responsible for the oversight of supplemental contracts shall at the end of a season or after the completion of the supplemental contract obligations provide to the individual a summarized evaluation of their job performance.

   a. The evaluation shall have no implication/impact on the teachers limited or continuing contract.

b. The evaluation shall serve to provide the individual with a plan of suggested improvements if deficit areas are noted.

c. The evaluation shall not be the subject of a grievance.

d. The individual may file a written response to the evaluation.

e. The evaluation is not a mandatory obligation for the administration to complete.

H. SALARY SCHEDULES/SUPPLEMENTAL:

Supplemental Salaries:

Supplemental salaries for each year shall be based on the base salary for that year.

Supplemental Salary Index:

	0-3	4-7	7+
CATEGORY I	0.160	0.170	0.180
CATEGORY II	0.075	0.085	0.095
CATEGORY III	0.070	0.072	0.075
CATEGORY IV	0.060	0.062	0.065
CATEGORY V	0.050	0.052	0.055
CATEGORY VI	0.030	0.032	0.035
CATEGORY VII	0.010	0.012	0.015

a. Athletics:

Coaching Position	Years of Coaching Experience in Gallia County Local Schools		
CATEGORY I	0-3	4-7	8+
Head Basketball Coach (Boy's & Girls)	4,809	5,109	5,410
Head Football Coach	4,809	5,109	5,410
Assistant Athletic Director	4,809	5,109	5,410
Jr High Athletic Director	4,809	5,109	5,410
Head Volleyball Coach	4,809	5,109	5,410

CATEGORY II	0-3	4-7	8+
Assistant Varsity Football Coach	2,254	2,555	2,855
Assistant Varsity Basketball Coach	2,254	2,555	2,855
Head Varsity Baseball Coach	2,254	2,555	2,855
Head Varsity Softball Coach	2,254	2,555	2,855
Head Wrestling Coach	2,254	2,555	2,855
J.V. Volleyball Coach	2,254	2,555	2,855
Head Boys Track Coach	2,254	2,555	2,855
Head Girls Track Coach	2,254	2,555	2,855
Varsity Cheerleader Coach	2,254	2,555	2,855

CATEGORY III	0-3	4-7	8+
Assistant Girls HS Track Coach	2,104	2,164	2,254
Assistant Wrestling Coach	2,104	2,164	2,254
Assistant Boys HS Track Coach	2,104	2,164	2,254
Band Director	2,104	2,164	2,254
Head Yearbook Advisor	2,104	2,164	2,254
Weight Room -Open Gym	2,104	2,164	2,254

CATEGORY IV	0-3	4-7	8+
Jr. High Football Coach	1,803	1,863	1,954
Jr. High Basketball Coach	1,803	1,863	1,954
Jr. High Cheerleader Coach	1,803	1,863	1,954

Jr. High Wrestling Coach	1,803	1,863	1,954
Freshman Cheerleader Coach	1,803	1,863	1,954
JV Baseball Coach	1,803	1,863	1,954
JV Softball Coach	1,803	1,863	1,954
Jr. High Track Coach	1,803	1,863	1,954
Freshman Volleyball Coach	1,803	1,863	1,954
CATEGORY IV - cont	0-3	4-7	8+
Drill Team Advisor	1,803	1,863	1,954
Jr. High Volleyball Coach	1,803	1,863	1,954
CATEGORY V	0-3	4-7	8+
Drama Director	1,503	1,563	1,653
Freshman Basketball Coach	1,503	1,563	1,653
Head Varsity Golf Coach	1,503	1,563	1,653
Cross Country Coach	1,503	1,563	1,653
HS Vocal Music Director	1,503	1,563	1,653
Academic Quiz Bowl Advisor	1,503	1,563	1,653
Tech Co-Ordinator	1,503	1,563	1,653
CATEGORY VI	0-3	4-7	8+
Jr Class Advisor	902	962	1,052
Senior Class Advisor	902	962	1,052
National Honor Society	902	962	1,052
National History			

Day	902	962	1,052
Show Choir	902	962	1,052
Beta Club	902	962	1,052
Key Club	902	962	1,052
Student Council	902	962	1,052
Pride	902	962	1,052
SADD	902	962	1,052
Spanish Club	902	962	1,052
Jr. High BETA Club	902	962	1,052
French Club	902	962	1,052
Art Club	902	962	1,052
SCORES Advisor	902	962	1,052

CATEGORY VII	0-3	4-7	8+
Science Fair	301	361	451
9th & 10th Grade Advisors	301	361	451
Mock Trial	301	361	451
Academic Fair	301	361	451
Art Club Art Show	301	361	451

*When a coach has the 7th and 8th grade combined the individual shall receive 1 1/2 of the scheduled dollars.

Members required to take an approved sports medicine clinic will be reimbursed registration fee and travel expenses according to professional leave provisions of this agreement.

ARTICLE 25
INSURANCE

A. Each employee shall pay the Fifty Dollars ($50.00) per month for a family plan and Twenty Five Dollars ($25.00) per month for a single plan. If two (2) employees are married, the Board of Education shall pay One Hundred Percent (100%) of the health insurance premiums for a family plan, or two (2) single plans, for the employees. The benefit levels of the insurance plan shall be provided to the members.

A health insurance committee will be created comprised of ten (10) members: three (3) from the GCLEA, three (3) from the Board of Education, one (1) from the exempt staff and three (3) from the GLSSA. The Committee shall be responsible for reviewing the plan design and making recommendations regarding plan amendment. The Committee shall meet no later than March 1 of each plan year to review the plan in accordance with the requirements of this section. The Committee shall insure that the premiums for the plan in place do not increase by more than five percent (5%) each year of the contract. The Committee's recommended plan shall be adopted by the Board so long as it is within the cost parameters of this section.

B. The Board agrees to provide each eligible full-time member of the bargaining unit with a twenty thousand dollar ($20,000) term life insurance policy.

C. Health Insurance Opt-Out Incentive Plan

Within forty-five (45) days following the ratification of this Agreement the Board will implement the following plan:

1. Eligible Participants:

   Full time bargaining unit members who began employment with the Board of Education prior to July 1, 2012, and who are currently insured under the health insurance plan provided in this Agreement and, who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan by completing the Application for Participation In Health Insurance Conservation Incentive Plan.

2. Opt-Out Benefits:

   Each eligible bargaining unit member electing to opt-out of the Board-approved health insurance plan shall receive an incentive payment equal to fifty percent (50%) of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member continued to subscribe to that coverage. Spouses within the district may opt-out and receive one fourth (¼) the cost of the single plan.
   The above reimbursement shall be capped at the dollar amount in effect in 1999. (i.e. 50% or 25% of the 1999 premium)

3. Involuntary Changes In Insured Status:

   Any eligible bargaining unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved health insurance plan(s). Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month.

4. Employees who began employment after July 1, 2012 shall not be eligible for this health insurance opt out. If two employees are married, the Board shall pay one hundred percent (100 %) of the health insurance premiums, however the employees are not eligible for the opt out.

D. Section 125 Plan

The Board of Education shall provide a Section 125 plan to allow health insurance premiums and all other legally permissible expenses to be deducted on a pre-tax basis and paid from the account in accordance with the permissible legal limits. Costs of administering the plan shall be pay borne by the Board of Education.

1. Voluntary Changes In Insured Status:

   Subject to provisions of paragraph 3 above, any bargaining unit member who elected to opt-out of the Board approved health insurance plan provided in this Agreement may enroll in the Board-approved health insurance plan(s) during the next annual open enrollment period. Any such member shall notify the Treasurer that he/she intends to re-enroll in the Board-approved health insurance plan(s).

2. Reimbursement Date:

   Eligible members opting-out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions of paragraph 2 above. Members shall have the option of receiving such reimbursement in a lump sum payment the second pay in June or on a monthly basis beginning one (1) month after filing the application form.

E. An ad hoc insurance committee shall be created to address current insurance trends, problems and issues; the committee shall be made up of two (2) members of the Association, two (2) members of the non-certified association and two (2) members of the administration. Members shall be selected by the appropriate entities. The committee shall meet at least twice annually.

F. An employee's eligibility for insurance shall expire on the effective date of his/her resignation.

ARTICLE 26
SALARY SCHEDULE

A. 2013-2014: Two Percent (2%) Stipend to be paid as soon as possible in a separate check.

B. INDEX SCHEDULE:

YRS. EXP.	BACHELOR	150 HOURS	MASTERS
0	1.0000	1.0750	1.1500
1	1.0400	1.1225	1.2054
2	1.0800	1.1700	1.2608
3	1.1200	1.2175	1.3162
4	1.1600	1.2650	1.3716
5	1.2000	1.3125	1.4270
6	1.2400	1.3600	1.4824
7	1.2800	1.4075	1.5378
8	1.3200	1.4550	1.5932
9	1.3600	1.5025	1.6486
10	1.4000	1.5500	1.7040
11	1.4400	1.5975	1.7594
12	1.4800	1.6450	1.8148
13	1.5200	1.6925	1.8702
20	1.5600	1.7400	1.9256
27	1.6000	1.7875	1.9810
30 (8/2014)	1.6400	1.8350	2.0364

SALARY SCHEDULE
GALLIA COUNTY LOCAL E.A.

If the Actual Fiscal Year 2014 total revenue as known in July 2014 is equal to or greater than the Projected Fiscal Year 2014 total revenue from line 1.07 from the Five Year Forecast submitted to the State Auditor's office, then:

1.5% increase 30505 **Base Salary** 2014-2015

Years Experience	No Degree	Bachelors Degree	150 Hrs Degree	Masters Degree
0	$ 26,387.00	$ 30,505.00	$ 32,793.00	$ 35,081.00
1	$ 27,455.00	$ 31,725.00	$ 34,242.00	$ 36,771.00
2	$ 28,522.00	$ 32,945.00	$ 35,691.00	$ 38,461.00
3	$ 29,589.00	$ 34,166.00	$ 37,140.00	$ 40,151.00
4	$ 30,657.00	$ 35,386.00	$ 38,589.00	$ 41,841.00
5	$ 31,725.00	$ 36,606.00	$ 40,038.00	$ 43,531.00
6	$ 31,725.00	$ 37,826.00	$ 41,487.00	$ 45,221.00
7	$ 31,725.00	$ 39,046.00	$ 42,936.00	$ 46,911.00
8	$ 31,725.00	$ 40,267.00	$ 44,385.00	$ 48,601.00
9	$ 31,725.00	$ 41,487.00	$ 45,834.00	$ 50,291.00
10	$ 31,725.00	$ 42,707.00	$ 47,283.00	$ 51,981.00
11	$ 31,725.00	$ 43,927.00	$ 48,732.00	$ 53,670.00
12	$ 31,725.00	$ 45,147.00	$ 50,181.00	$ 55,360.00
13	$ 31,725.00	$ 46,368.00	$ 51,630.00	$ 57,050.00
14	$ 31,725.00	$ 46,368.00	$ 51,630.00	$ 57,050.00
15	$ 31,725.00	$ 46,368.00	$ 51,630.00	$ 57,050.00
16	$ 31,725.00	$ 46,368.00	$ 51,630.00	$ 57,050.00
17	$ 31,725.00	$ 46,368.00	$ 51,630.00	$ 57,050.00
18	$ 31,725.00	$ 46,368.00	$ 51,630.00	$ 57,050.00
19	$ 31,725.00	$ 46,368.00	$ 51.630.00	$ 57,050.00

20	$ 31,725.00	$ 47,588.00	$ 53,079.00	$ 58,740.00
21	$ 31,725.00	$ 47,588.00	$ 53,079.00	$ 58,740.00
22	$ 31,725.00	$ 47,588.00	$ 53,079.00	$ 58,740.00
23	$ 31,725.00	$ 47,588.00	$ 53,079.00	$ 58,740.00
24	$ 31,725.00	$ 47,588.00	$ 53,079.00	$ 58,740.00
25	$ 31,725.00	$ 47,588.00	$ 53,079.00	$ 58,740.00
26	$ 31,725.00	$ 47,588.00	$ 53,079.00	$ 58,740.00
27	$ 31,725.00	$ 48,808.00	$ 54,528.00	$ 60,430.00
30	$31,725.00	$ 50,028.00	$ 55,977.00	$ 62,120.00

If the Actual Fiscal Year 2014 total revenue as known in July 2014 is less than the projected Fiscal Year 2014 total revenue from line 1.07 from the Five Year Forecast submitted to the State Auditor then bargaining unit employees shall receive 1.75% stipend in a separate check for the 2014-2015 school year.

ARTICLE 27
NON-TEACHING DUTIES

The Board and Association agree that site-based teams shall be organized in each building to develop/review non-teaching duties necessary for the effective operation of the building. Association members may decline to assume the responsibilities for the collection of money (i.e. lunch, extra-curricular, breakfast). There shall be no repercussion for electing to or not to collect money.

The Superintendent agrees to review duty assignments on a building basis for all buildings in the District to determine if inequities exist and make the appropriate adjustments.

ARTICLE 28
STRS PICK-UP REDUCTION METHOD

A. Effective January 1, 1987, the Treasurer is hereby authorized to contribute to STRS in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of being paid by each employee through a salary deduction and forwarded to STRS on behalf of each employee by the Treasurer. The amount contributed by the Board on behalf of each employee shall be treated as deferred salary otherwise payable to such employee in cash before the STRS deductions.

B. The Treasurer is also directed to prepare and distribute an addendum to each affected certificated employee's contract which states:

1. That the employee's contract salary is being restated as consisting of:

    a. a cash salary component and

    b. a "pick-up" component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee;

2. That the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certificated employee, and;

3. That sick leave, personal leave and severance pay shall be calculated upon both the cash salary components and "pick-up" component of the employee's restated salary. All subsequent contracts and salary notices for those affected certificated employees shall include the provisions of this addendum.

C. The Board's total combined expenditures for each affected certificated employee's total contract salary payable in accordance with this section (including "pick-up" amounts) including its employer contribution to STRS shall not be greater than the amount the Board would have paid for each affected certificated employee had this section not been included

in the Agreement.

D. The Treasurer shall compute and remit its employer contribution to STRS based upon the total contract salary, including the "pick-up." The Treasurer shall report for Federal and Ohio income tax purposes as an employee's gross income, the employee's total contract salary less the amount of the "pick-up." The Treasurer shall report for municipal tax purposes the employee's total contract salary including the amount of the "pick-up."

E. Each affected certificated employee shall assume all responsibility of compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans in which he/she may be participating.

ARTICLE 29
ENTRY YEAR MENTOR PROGRAM

A committee of three (3) teachers appointed by the Association President, the Superintendent, and two (2) administrators appointed by the Superintendent shall be established to develop recommended duties, responsibilities, and procedures for an Entry Year Mentor Program to be submitted to the Board for approval prior to implementation.

The Board and Association agree that those aspects of the approved program which impact upon the wages, hours, and conditions of employment of bargaining unit members shall be subject for negotiations.

ARTICLE 30
SCHOOL PROCEDURES AND BOARD POLICIES

The Board agrees to place a current copy of all Board of Education Policies, Rules, and Regulations on the District website. Any revisions shall be promptly distributed.

ARTICLE 31
TEACHER PRIVILEGES

A. If a teacher is eligible to enroll their child(ren) through open enrollment, and the teacher wishes the child(ren) to attend Gallia County Schools, the child(ren) will be enrolled through that program. Members of the bargaining unit who live outside the Gallia County Local School District who are not eligible to have their child(ren) attend through open enrollment, may elect to have their child(ren) attend the Gallia County Local School District without the payment of a tuition fee under the following conditions:

1. Member's child(ren) must meet the requirements established by the Board for tuition students and be approved by the Superintendent.

2. Members must provide own transportation.

3. Acceptance does not violate State Board of Education Minimum Standard enrollment requirements in classroom(s) assigned.

4. Child(ren) shall remain at the same school until they either graduate and/or are promoted to another school at which each must remain. Exception: Should a member be involuntarily transferred to another school, child(ren) may attend the school to which the member has been transferred if appropriate level.

5. Students must participate in athletics at one school only and must comply with Ohio High School Athletic Association requirements.

6. Gallia County Local School District must have an available program and/or enrollment does not require any additional cost to the Board.

7. The student has an acceptable discipline and attendance record and maintains the same.

8. The student must comply with and meet all requirements of the Ohio State Board of Education and other legal governing bodies.

9. Written application for admission to the Gallia County Local Schools must be made by August 1 to the Superintendent.

B. All bargaining unit members will receive two (2) activity passes for all extra-curricular activities in the school district, including but not limited to athletic contests, plays, and concerts.

ARTICLE 32
ANNUAL SALARY NOTICE

The provisions of Ohio Revised Code section 3319.082 (Notice of Annual Salary) shall not apply to members of this bargaining unit.

ARTICLE 33
HEALTH AND SAFETY

The Board will make a reasonable effort to provide a safe and healthy work environment for all bargaining unit members. Bargaining unit members will report unsafe and/or unhealthy work conditions to his/her immediate supervisor in writing. If the immediate supervisor fails to correct the situation, the bargaining unit member will report the condition to the superintendent in writing.

ARTICLE 34
DURATION

This agreement shall become effective at 12:01 A.M. on July 1, 2013, and shall continue in full force and effect until midnight June 30, 2015.

In witness whereof, the parties have caused this Agreement to be executed on the day and year first above mentioned.

GALLIA COUNTY LOCAL BOARD OF EDUCATION

FOR THE BOARD:

5-19-14
BOARD, President Date

5-19-14
BOARD, Superintendent Date

5-19-14
BOARD, Treasurer Date

FOR THE ASSOCIATION:

7/28/14
Association President Date

8/11/14
Team Member Date

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
GALLIA COUNTY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
GALLIA COUNTY LOCAL EDUCATION ASSOCIATION
REGARDING
EMPLOYMENT OF RETIREES

Whereas, the parties acknowledge that few qualified applicants exist for positions in certain areas of certification/licensure, and

Whereas, it is beneficial to both the District and the professional employees that retirees are considered to fill positions in these areas of shortage.

Now, therefore, the parties agree that retirees may be re-employed in bargaining unit positions subject to the following:

1. A retiree is defined as a certificated staff member who has retired through a state or privately sponsored teachers retirement system and is receiving a monthly stipend from said retirement system.

2. The Board retains the right to decide whether to hire a retiree and that decision will be made on a case by case basis.

3. A newly employed retiree shall initially be placed on a salary step as determined by the Superintendent.

4. A newly employed retiree shall be placed in his/her actual educational column as set forth in Article 26.

5. Retirement from Gallia County Local School District shall be considered a break in employment.

6. Individuals who are employed as defined in (1) shall not be eligible for hospital, surgical, prescription, major medical and dental benefits provided under Article 25 of the Contract. However, these individuals may receive an amount not greater than the cost of employee coverage under this contract.

7. Re-employed retirees will be eligible for all other Board provided benefits except as noted herein, including, but not limited to, life insurance coverage specified in Article 25 of the Contract.

8. Re-employed retirees may be employed on a series of one (1) year limited contracts. A retiree shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. A retiree's contract shall expire at the end of its term without Board action to non-renew under Section 3319.11, ORC.

9. Re-employed retirees shall not receive severance pay.

10. Re-employed retirees are entitled to receive reimbursement for college coursework in accordance with Article 23. The coursework shall only be such work that is necessary to maintain their certificate or license.

11. If the Board reduces staff in accordance with the Reduction in Force procedure in Article 20 of the contract, the retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended. They shall have no bumping rights.

12. Subject to these provisions, the retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits of the Gallia County Local Education Association/OEA/NEA.

13. The Board agrees to notify the Association of all retirees employed, along with their assignment.

14. Any retiree in the employment of the Board on 6/30/2003 shall be subject to the provision of the Memorandum of Understanding between the Board and the Association dated 8/5 & 8/7/2002.

Gallia County Local Education Association
2013-2015

GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form:
1. Aggrieved
2. Administration
3. Association

Grievance Report

(Submit to Supervisor in Duplicate)

Building	Assignment	Name of Grievant	Date Filed

LEVEL II

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance (Include Article and Section violated) _____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____ _____
Signature Date

C. 3. Disposition by Supervisor _____

_____

_____

_____

_____ _____
Signature Date

LEVEL III

A. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____

_____ _____
Signature Date

B. Date Received by Superintendent or Designee _____

C. Disposition by Superintendent or Designee _____

_____

_____

_____

_____

_____ _____
Signature Date

LEVEL IV

GRIEVANCE MEDIATION

A. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____ _____
Signature Date

B. Date Submitted to Mediation _____

C. Arbitration timeline on hold until completion of mediation process.

LEVEL V

A. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____ _____
Signature Date

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitrator _____

_____

_____

_____

_____

_____ _____
Signature Date

MEMORANDUM OF UNDERSTANDING
SICK LEAVE DONATION

A system to provide additional sick leave for those who have exhausted their sick leave due to catastrophic illness or due to extreme emergency shall be established. The amount of sick leave shall be created as follows:

1. The requesting party must have three (3) years of service in the Gallia County Local School District.

2. A request for sick leave shall be referred to the Superintendent and Association President. They shall jointly determine if the request is for a catastrophic illness or for an extreme emergency and shall consider other relevant factors. If they determine it is, the requesting party shall be eligible to receive additional sick leave. If they deny the request, their decision is final and not subject to the grievance procedure.

3. A donation form shall be distributed to each member of the bargaining unit for return within five (5) working days. A member may contribute up to three (3) days per school year. A contribution shall result in a permanent reduction in number of accumulated days for the donor.

4. The donor must have at least one hundred (100) days of accumulated sick leave in order to be eligible to donate.

5. The maximum number of days any individual is eligible to receive will be one hundred, twenty (120) days in any given school year.

6. A *total* of not more than two hundred, forty (240) days of sick leave donation per school year shall be available for use under this Memorandum.

7. The Superintendent, Treasurer and Association President shall determine the number of days of eligibility for each request and may grant additional days under the same request if all relevant circumstances warrant it.

8. This provision shall expire on June 30, _____, and neither party is required to extend this Memorandum of Understanding nor is either party required to bargain this provision for any succeeding contract.

MEMORANDUM OF UNDERSTANDING
NO CHILD LEFT BEHIND/ESEA

A. If the Gallia County Local Board of Education has reasonable cause to believe that compliance with any provision of this Agreement would be inconsistent with the School District's obligations under Section 1116 of the No Child Left Behind Act, the district will notify the Association immediately. The Association and Board shall jointly file a written request with the United States Department of Education asking whether Section 1116 of the Act can alter or otherwise affect the rights, remedies, and procedures afforded employees under the terms of the collective bargaining agreement that became effective subsequent to January 8, 2002. Unless and until the U.S. Department of Education answers "yes" the District shall continue to comply with the provisions on the Agreement.

B. If the US Department of Education answers "yes" either party may at its option exercise any rights they have at their disposal to challenge the ruling of the U.S. Department of Education or enter into negotiations in an attempt to resolve the issue related to the ruling on the issues raised. One of the parties may file an Unfair Labor Practice charge with the State Employment Relations Board if a dispute over any issue is related to 4117.

C. If the U.S. Department of Education answers "no" the articles or provisions in question shall remain in full force and effect.

D. The District shall continue to comply with the provisions of the Collective Bargaining Agreement only to the extent that such compliance will not prevent the School District from complying with its obligations under Section 1116 of the ESEA. Any dispute over the enforcement of ESEA or ruling by any agency as it effects this contract, Association rights, or Board rights is exempt from the grievance procedure.

E. The aggrieved party (Board or Association) shall file any challenge in the appropriate court of jurisdiction for relief.

Scott Williams
For The Gallia County Local Board of Education

Catherine L Thornleaf
For The Association

5-19-14
Date

7/28/14
Date