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NEGOTIATED AGREEMENT

BETWEEN THE

GALLIPOLIS CITY BOARD OF EDUCATION

AND THE

GALLIPOLIS EDUCATION ASSOCIATION

September 1, 2015- August 31, 2016

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ARTICLE 1 RECOGNITION AND DEFINITIONS

- A. The Gallipolis City Board of Education, hereinafter "the Board or Board of Education" hereby recognizes the Gallipolis Education Association OEA/NEA local, hereinafter "the Association" as the sole and exclusive bargaining representative "of the personnel as defined in Section B employed by the Board of Education."
- B. The Association shall be recognized as the exclusive representative of the full time and part time (part time is defined as 18-1/3 hours or more per week) teaching personnel, nurses, guidance counselors and certified librarians employed under regular contract.
- C. Substitute teachers employed in the 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 or a combination of days thereof 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 thusly 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 of Education.
- D. Teachers employed less than 18-1/3 hours per week and teachers employed on an hourly or as needed basis whose employment may or may not exceed 18-1/3 hours in any given week shall be specifically excluded from the application of all of the provisions of this Agreement except the grievance procedure and the specific salary provision(s) which may apply.
- E. Casual and day-to-day substitute teachers shall be excluded from the bargaining unit.
- F. Administrative and supervisory personnel as defined in Section 4117.01 (F) of the Ohio Revised Code, and school psychologists shall be excluded from the bargaining unit.
- G. Any future bargaining unit work that is considered for alternative contracting shall be discussed and an agreeable solution sought before action is taken.
- H. Members of the bargaining unit shall have the right to join or not to join the Association and membership shall not be a prerequisite or condition of continued employment.
- I. This recognition shall remain in effect for the length of this current Agreement and/or extension mutually agreed to by the Board and the Association.
- J. This exclusive recognition may be challenged in accordance with the provisions of Section 4117.07 of the Ohio Revised Code.

K. Definitions

Member or Unit Member – A member of the bargaining unit

Association – The Gallipolis Education Association, OEA/NEA

Board of Education – The Gallipolis City School District Board of Education as a corporate entity.

Board – Anyone acting on the Board of Education’s behalf in a particular situation.

District – The Gallipolis City School District

Work day – A day central office is open

School day – A day students are in session

Agreement – This negotiated agreement

ARTICLE 2 NEGOTIATIONS PROCEDURE

A. Good Faith Negotiations

"Good Faith" bargaining requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counterproposal or give reason why the proposal is unacceptable. "Good Faith" requires both parties to recognize negotiations as a shared process for the purpose of attaining mutual understanding provided, however, nothing herein requires either party to agree to make a concession.

B. Scope of Bargaining

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of existing provisions of a collective bargaining agreement

C. Procedures for Conducting Negotiations

1. Request for meeting

- a. Request to initiate negotiations shall be submitted in writing by the Association to the Board through the Superintendent and the President of the Board of Education.
- b. Request from the Board will be submitted in writing by the Superintendent to the President and Secretary of the Association.
- c. Requests for negotiations may be submitted no later than sixty (60) calendar days before the expiration of the Agreement unless otherwise agreed to by both parties.
- d. A mutually convenient initial ground rules meeting date shall be set no later than fifteen (15) calendar days after the date of request unless both parties agree to a later date.

2. Negotiation Teams

- a. Each party may substitute one (1) member on the negotiating team after formal negotiations have begun but in no event shall either team have more than six (6) members, including the consultant.
- b. Neither party shall attempt to influence or interfere with the selection of the other party's negotiating team.

- c. Each bargaining team shall be clothed with the authority to make proposals, counterproposals, and to arrive at a tentative agreement on all issues submitted for negotiations.

3. Negotiation Meetings

- a. Prior to and during the period of bargaining each party will provide the other, upon request, relevant data and supporting information concerning the issues under consideration.
- b. Until all items on the agenda have been negotiated to the satisfaction of both parties, each meeting shall include a decision upon an agreed time and place for the next meeting.
- c. The negotiator for either group may caucus his/her group for independent discussions at any time. Caucuses will be no longer than thirty (30) minutes except by mutual agreement.
- d. The negotiator for either group may call a recess when it appears no more meaningful discussions can be accomplished. Such recesses should be of reasonable length but in no event should exceed five (5) working days unless by mutual agreement.
- e. All releases to the news media during negotiations shall be mutually agreed upon before release. In the event an impasse occurs, each party may release information to the news media without the other party's consent. However, a copy of all such releases shall be given to the other party simultaneously with the release to the news media.

- 4. The parties may mutually agree to alter any of the above negotiations procedures.

D. Reaching Agreement

- 1. When tentative agreement is reached on each article, the tentative agreements shall be reduced to writing and initialed by the negotiator of each team. The total document shall be submitted to the Board and the Association for ratification as soon as possible, but in any event within thirty (30) calendar days of the tentative agreement. Upon affirmative action by the Board and the Association, the terms of the Agreement shall become the Master Contract and both parties agree to abide by the terms and conditions thereof.
- 2. The Board shall provide copies of the contract to the Association within thirty (30) calendar days of its action.

E. Disagreement

In the event the parties are unable to reach agreement upon the expiration date of the contract, the expiration date of the contract may be extended by mutual consent. Either party may declare an impasse at any time and request that all unresolved issues be submitted to mediation. Upon the receipt of a written request by either party that an impasse has been declared, the parties will mutually attempt to agree upon a mediator. If unable to do so, within five (5) calendar days a joint request signed by the President of the Association, or his/her designee, and the Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Services to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached through mediation and it appears that no more meaningful discussion can be accomplished, the Association may initiate the provisions of Section 4117.14 (D-2) of the Ohio Revised Code.

- F. If during the term of this Agreement in-term bargaining takes place in accordance with the provisions of this Agreement, said bargaining shall be in keeping with the bargaining procedure set forth in this Article.

ARTICLE 3 GRIEVANCE PROCEDURES

- A. A "grievance" is defined as an alleged violation, misinterpretation, or misapplication of any provision of the negotiated agreement between the Board and the Association.
- B. The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time solutions to grievances which may arise from the implementation of the negotiated agreement. Both the Board and the Association agree that grievance proceedings shall be handled expeditiously and in a confidential manner.
- C. A "day" shall be defined as a day the district central office is routinely open for business.
- D. A "grievant" shall be defined as an employee or group of employees in the bargaining unit. A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of said group. An "Association Grievance" shall be confined to an alleged violation, misinterpretation, or misapplication of a provision of the negotiated agreement which affects a class of the bargaining unit members.
- E. General Provisions
 - 1. The written grievance used in the formal levels of this procedure shall state: (1) the specific contract provisions(s) alleged to be violated, misapplied, or misinterpreted; (2) a brief description of the grievance; (3) the relief sought; and (4) the date of submittal. All formal grievances shall be filed on the form included in the Appendix to this Agreement
 - 2. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
 - 3. Time limits given shall be considered as maximum unless otherwise extended by mutual agreement of the parties involved.
 - 4. Failure of the grievant to proceed within the specified time limits to the next level of procedure shall mean the grievance has either been resolved by the recommendations stated in the previous level, or has been withdrawn.
 - 5. Failure of the administration to respond in the time limits stated shall mean the grievance shall be moved to the next step of the procedure. If the Board or administration misses a timeline, the Board shall not raise timeliness as an issue for that step.
 - 6. A grievance may be initiated at Step III when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.

7. Nothing contained in this procedure shall be construed as limiting the individual rights of a member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.
8. Binding arbitration is the exclusive remedy for alleged violations of any Article of this Agreement. Nothing contained in this procedure shall be construed as limiting the constitutional rights of a member.
9. No reprisal shall be made against any party involved in use of this grievance procedure.
10. A grievance may be withdrawn at any level without prejudice.
11. The Association has the right to be present for the adjustments of any and all grievances and shall receive copies of all communications in the processing of grievances at the time they are sent to the grievant.
12. The Association grievance committee has the exclusive right to determine whether a grievance shall be submitted to the FMCS mediation (Step IV) and arbitration (Step V) steps of this procedure.
13. All grievances, notifications of appeal and grievance dispositions shall be reduced to writing and hand delivered or mailed by certified mail return receipt requested.

F. Procedure

Step I – Informal Conference

Within ten (10) days from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal conference with his/her principal for the purpose of attempting to resolve the matter. Failure to act within ten (10) days shall pre-empt the filing of a grievance in the particular case.

Step II – Principal

If the problem is not resolved as a result of the informal conference, the grievant shall, within five (5) days after such conference, submit the grievance on the appropriate form to his/her principal with a copy filed with the Superintendent. Within five (5) days after receiving the written grievance, the principal shall provide the grievant a written disposition on the grievance.

Step III – Superintendent

If the grievant is not satisfied with the disposition at Step II, he/she shall, within five (5) days of receipt of the principal's disposition, submit the grievance on the appropriate form to the Superintendent. A meeting shall be held within five (5) days after submittal.

Within ten (10) days after the meeting, the Superintendent shall provide the grievant a written disposition on the grievance.

Step IV – FMCS Mediation

If the grievant and the Association are not satisfied with the disposition at Step III, within five (5) days after the receipt of the Superintendent's disposition the grievant and the Association may submit a request to the Superintendent for FMCS mediation. Within five (5) days of the request, the parties shall mutually attempt to agree on an FMCS mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator. The parties shall participate in an FMCS grievance mediation session, which shall be held as soon as practicable in accordance with the mediator's availability.

Step V – Arbitration

If the grievant and the Association are not satisfied with the results of Step IV, the grievant and the Association may submit a request to the Board within five (5) days of the last meeting with the mediator that the alleged grievance be submitted to arbitration.

If the Board and the Association are unable to agree on an impartial arbitrator within ten (10) days, an arbitrator shall be selected from a list requested from the American Arbitration Association according to the Voluntary Labor Arbitration Rules governing the process.

The arbitrator shall not have the authority to add to, subtract from, or in any way modify the provisions of this Agreement.

The arbitrator shall not have the authority to rule on the substance of an evaluation nor substitute his/her judgment for that of the evaluator.

The decision of the arbitrator shall be in writing and it should be final and binding unless it contravenes a provision of the Ohio Revised Code. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.

ARTICLE 4 EMPLOYMENT ISSUES

A. Transfers And Vacancies

1. Any member shall have the right to apply in writing for any position in new or existing programs, as indicated below. (Programs shall be defined as any position in the District where compensation is paid either directly or indirectly.) Criteria for selection shall be the following: qualifications, seniority, certification, and review of employment records. If qualifications are considered equal as determined in the judgment of the Superintendent and building principals, preference will be given to the most senior current employee.
2. A vacancy is a position which has been authorized to be filled by the Board. Unit members may call the Central Office to obtain information regarding vacancies. A “transfer” is any movement by a current employee of the District to a different assignment in the same, or a different, building.
3. Each member who desires to be considered for a transfer shall submit a written request to the Superintendent's office by April 15 of each year. The request shall list all positions (by location, grade level and/or subject area, and certification) for which the member wants to be considered for transfer. Members may indicate their interest in administrative positions on the transfer form, although it is understood that the Board has the sole discretion to make the final determination regarding the filling of administrative positions. The Superintendent will take into consideration each applicable transfer request when filling vacancies (vacancies are filled in accordance with Section 1). Requesting a transfer does not obligate the member to accept a position. Current staff members who are qualified will be transferred first for vacancies before an external applicant is hired, provided that, in the judgment of the Superintendent and building principal, the transfer is in the best interest of the students/District. Except as provided in the foregoing sentence, nothing else herein will obligate the Board to hire a candidate from inside the bargaining unit.
4. Vacancies which occur after the opening of school may be filled at the discretion of the Board. However, all vacancies filled during the school year will be refilled following the last day of school in accordance with the provisions of paragraphs 1 and 3 above.
5. The Association President will be notified of vacancies (this does not mean that applications will be taken for vacancies).
6. Persons employed to fill vacancies after the opening of school shall be excluded from the evaluation and nonrenewal provisions of this Agreement.

B. Reduction In Force

1. A reduction in the number of members of the bargaining unit may be made due to decline in student enrollment, the return to duty of regular teachers after leaves of absence, or by reasons of suspension of schools or territorial changes affecting the district, financial reasons, and the discontinuance of a specific educational program or service to the Board.
2. No reduction of educational programs shall be made below that set forth in the State Minimum Standards.
3. Before the implementation of any RIF program, the Board shall:
 - a. Notify the Association President of its intent to RIF staff at least 60 days before the effective date if possible.
 - b. A meeting shall be scheduled between the Superintendent and the Association President to review appropriate data including a tentative list of positions that may be reduced. This information may be shared with all bargaining unit members by the Association representatives.
 - c. The Association shall be given the opportunity to present its recommendations concerning the proposed RIF program to the Board of Education.
4. Seniority
 - a. Seniority shall mean the length of continuous employment as follows:
 1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
 2. Seniority shall accrue for all the time a member is on active pay status or is receiving workers compensation benefits.
 3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
 - b. A tie in seniority shall occur when two (2) or more unit members have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior member:
 1. The member with the first day worked; then
 2. The member with the earliest date of employment (date of hire); then

3. By lottery, with the most senior member being the one whose name is drawn first, etc. This lottery selection will remain in effect for the duration of the RIF with a new drawing occurring for any subsequent RIF.
- c. Seniority shall be lost when a unit member retires or resigns, is discharged for cause, or otherwise leaves the employment of the Board.
- d. A seniority list shall be posted annually by November 1. The list shall include:
 1. Member's name
 2. Certification(s) held
 3. First day worked
 4. Amount of seniority, and
 5. Type of contract (continuing or limited).
5. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be as follows:

Recommended reductions in a teaching field will be made by selecting the area needed for reduction. (Once that area is identified, the person with the lowest summative evaluation rating for that area of licensure who is currently assigned to a position in that teaching field will be reduced first.¹) If more than one teacher has the lowest evaluation rating in the teaching field identified for reduction, then the least senior of the teachers with the lowest evaluation rating will be selected for reduction. A bargaining unit member so affected may elect to displace a bargaining unit member who is less senior and has a comparable or lower evaluation rating for their area of licensure per 6(b)(3), below. Any such election must be made at the time the bargaining unit member is notified he/she will be affected.
6. The following procedure shall be used to determine the RIF list:
 - a. A list shall be prepared indicating the position(s) to be abolished.
 - b. A reduction in force list will be prepared applying the following steps until all required reductions have been accomplished:
 1. Members who leave the district by reason of retirement, resignation or approved leave of absence.

¹ NOTE: Until three (3) years' worth of student growth data is available, the evaluation rating for employees will include only the performance rating and not the student growth measure rating for purposes of determining the order of reduction.

2. Members of the bargaining unit holding limited contracts and who are teaching in the area of certification to be reduced shall be laid off first in the order described in paragraph 5 above. Members holding continuing contracts and who are teaching in the area of certification to be reduced shall be laid off second in the order described in paragraph 5 above.
 3. Any member who is identified for reduction and who holds additional certification(s) may displace another member currently in a position for which he/she is certificated provided the member who is displacing another member has a comparable or higher evaluation rating and more seniority than the member(s) with the same certification who is being displaced. Such displacement shall be made prior to any RIF notification.
7. Members whose contracts are to be suspended for a reduction in force shall be given a written notification with stated reasons for the layoff.
 8. A member who is laid off shall remain on the recall list for a period of twenty-four (24) months after the effective date of his/her layoff unless he/she:
 - a. Waives his/her recall rights in writing
 - b. Resigns
 - c. Fails to accept recall to the same or similar position with ten (10) calendar days of receipt of recall notice
 - d. Fails to report to work in a position that he/she has accepted within ten (10) calendar days after the date of mailing of the notice of recall unless he/she is ill or injured and so verifies in writing
 - e. Fails to keep Treasurer of the Board of Education informed of current address.
 9. The recall of members from the RIF list shall be as follows:
 - a. All members laid off as a result of a RIF program shall be placed on a RIF list in reverse order of layoff.
 - b. A member of the RIF list shall be recalled as positions become available in area(s) of his/her certification.
 - c. When an opening occurs, the Board shall send a certified letter and electronic mail to all eligible members at their last known address to advise them of the availability of the position. The member shall, within

ten (10) calendar days after the date of mailing said certified letter, indicate to the Superintendent in writing his/her availability and desire for the position. Failure to notify the Superintendent within the specified period shall be deemed as a notice of unavailability for the position. Members indicating availability and desire for the position shall be reinstated in the following order:

1. Members holding continuing contracts in reverse order of layoff, then
 2. Members holding limited contracts in reverse order of layoff.
- d. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored, as of the date of such return to service.
10. While on layoff, a member shall continue to participate in the insurance program made available by the Board with the member paying the full premiums on the monthly date designated by the Treasurer provided the insurance carrier approves. Failure to pay premiums on the monthly date designated by the Treasurer shall result in the loss of coverage.
11. No member new to the district shall be employed until all eligible members of the bargaining unit on the RIF list have been offered a contract for the position in accordance with the provisions of this Article.

C. Termination and Non-Renewal of Limited Contract

1. Termination of a member's contract shall be in accordance with the provisions of Sections 3319.16 and 3319.161 of the Ohio Revised Code.
2. Limited contracts shall be nonrenewed in accordance with the provisions of this Article. The nonrenewal provisions of this Article shall supersede and take the place of any and all nonrenewal provisions of the Ohio Revised Code, including Section 3319.11. The sole and exclusive method for challenging the nonrenewal of a limited contract shall be through the grievance procedure of this Agreement.
3. If the Superintendent intends to recommend the non-renewal of a member's limited contract, the Superintendent or designee shall notify the member in writing of his/her intent. Hand delivery will be used if possible. If not, notice will be sent by regular and certified mail. Upon written request of the member submitted to the Superintendent within five (5) days of the Superintendent's notification to the member, the Superintendent shall arrange to meet with the member prior to the Board meeting to review the reasons for the recommendation, including any relevant documents, and to give the member an opportunity to respond. The Association shall have the right to be present for any such meeting with the Superintendent.

4. If a member desires to meet with the Board in executive session prior to the Board's vote on renewal or nonrenewal of the member's contract, the member must give written notification of such desire to the Superintendent at least five (5) calendar days prior to the Board's scheduled vote on the contract. The Association has the right to be present at any such meeting.
5. For the first two (2) years a member is employed by the District, the member shall be employed on one-year "probationary" limited contracts. The "probationary" limited contracts may be nonrenewed by majority vote of the Board of Education. Notice of the nonrenewal action must be hand-delivered and/or sent to the employee by certified mail no later than April 30. The Board does not need to have or provide reasons for the nonrenewal of a probationary contract.
6. The nonrenewal of a probationary limited contract shall not be subject to the grievance procedure or to any other legal challenge except with respect to an alleged violation of either the April 30 notice requirement or the evaluation procedures contained in Article 4. Any grievance filed pursuant to this section shall be initiated at Step III of the grievance procedure.
7. After the first two (2) years of employment with the District, nonrenewal shall only be for just cause.
8. When a member first becomes eligible for a continuing contract the Superintendent may recommend, or the Board of Education may on its own initiative, re-employ the member under an "extended" limited contract for a term not to exceed two (2) years, provided that the member receive written reasons directed at the professional improvement of the member no later than April 30. If the member is re-employed following the "extended" limited contract only a continuing contract may be entered into.

D. Evaluation Policy

1. The Board of Education has adopted a policy in accordance with the Standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. That policy was established by a joint committee of administrators and bargaining unit members and is, pursuant to statute, included in this Agreement. It is the intent of this committee to hold this section of the collective bargaining agreement in line with the Board's policy. All changes must be ratified by both the Board of Education and the Gallipolis Education Association.
2. Evaluation Timeline:
 - a. Observations:

- i. Observations may not begin before September 15 and all observations must be completed by May 1 unless otherwise agreed upon by both parties.
- ii. Each observation will be at least thirty (30) minutes but no longer than one class period depending on grade level.
- iii. No observation can occur two days before or two days after any break that is longer than three (3) days in length.
- iv. Observations resulting in identification of performance deficiencies will be followed within seven (7) work days by a conference between the evaluator and the employee in order for questions arising from the observations to be discussed. All of the evaluator's observations will be compiled in writing. All observations of deficiencies will cite specific areas that are deficient and need improvement. A copy of the written observation report will be given to the employee two (2) work days prior to the post-observation conference.
The evaluator involved in the particular area of the employee's work will assist the employee in correcting deficiencies.
- v. The observation form is included in the Board policy and in APPENDIX C.

b. Evaluations:

- i. Each evaluation will include: 1) two (2) cycles of formal observations, except that teachers who are in the final year of a limited or extended limited contract shall have three (3) formal observations and teachers who have Improvement Plans may have more than two (2) or three (3) formal observations; and 2) periodic classroom walkthroughs (a minimum of two) by the evaluator.
Any teacher receiving an effectiveness rating of "Accomplished" on their most recent evaluation conducted may be evaluated once every three (3) years, provided that the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by ODE.
Any teacher that receives an effectiveness rating of "Skilled" on their most recent evaluation conducted may be evaluated once every two (2) years, provided that the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by ODE
In any year that an "Accomplished" or "Skilled" teacher is not formally evaluated, the teacher must receive at least one observation and at least one conference.
- ii. All teacher evaluations will be completed by the first (1st) day of May and each teacher subject to an evaluation shall be provided a written copy of the evaluation results by the tenth (10th) of May.

A teacher may be exempted from the evaluation process if the teacher meets one or both of the following criteria:

- a) A teacher who has been on leave for 50% or more of the school year as determined by the Board;
- b) A teacher who has submitted notice of retirement, and the notice has been accepted the Board not later than December 1 of the school year in which the evaluation is otherwise scheduled to be conducted.

iii. Evaluators:

- a) Each evaluator must be credentialed by ODE and have taken and passed the state credentialing training on the Ohio Teacher Evaluation System Model.
- b) The evaluators for Gallipolis City Schools will be any of the following: 1) the immediate Building Administrator (Principal and Assistant Principal) of the building in which the bargaining unit member works; 2) the Director of Curriculum & Instruction; and/or 3) other administrators and/or contracted entities or individuals agreed upon by the evaluation committee.
- c) If a bargaining unit member is under the supervision of more than one administrator, the same administrator will conduct both the observations and classroom walkthroughs.
- d) If, in cases of emergencies, the evaluator is unable to fulfill the responsibilities of their evaluation assignment, the joint committee in #1 will reconvene to approve a list of outside evaluators that may be used in place of the original evaluator. The chosen replacement must be able to fulfill the job duties of the administrator on leave, must hold at least one (1) certificate/license named under ORC Section 3319.22 and must be credentialed as stated in Ohio law and be a credentialed evaluator.

c. Classroom Walkthroughs/Informal Observations:

- i. A classroom walkthrough (CWT)/informal observation is:
 - a) a tool to inform evaluation that provides the opportunity to gather evidence of instruction through short classroom visits lasting of no more that 10-15 minutes;
 - b) a process for giving targeted, evidence-based feedback to teachers;
 - c) a means for principals to visit classrooms and observe the teacher during the work environment more frequently and purposefully;
 - d) one in which the evaluator is in full view of the teacher; and
 - e) a means to utilize the CWT form which will be given after every CWT. See Appendix C).

- d. Pre and Post-conference meetings
 - i. Pre-conference meetings will be held no more than five (5) work days prior to the formal classroom observation. If either or both the teacher and/or the evaluator is absent on the schedule day of the observation, the observation will be conducted within five (5) work days following the return to duty of the absent party(ies). The fact that the date of the observation had to be changed will be confirmed in writing.
 - ii. A post-observation conference shall be held after each formal observation. The post-observations conference shall take place within seven (7) work days following the formal observation, unless both parties mutually agree to an extension or either party is absent requiring the conference to be rescheduled. The fact that the date of the post-observation conference was changed will be confirmed in writing.
 - iii. Two (2) work days prior to the post-conference meeting, the teacher will receive a copy of their observation. If there are areas of the observation in which the teacher scored poorly and evidence exists which the teacher believes establishes that the score is incorrect, the teacher will produce the evidence to the evaluator at the time of the post-conference meeting so a change in the score will be considered.

- e. Professional Growth
 - i. Professional growth plans (PGP) help teachers focus on areas of professional development (PD) that will enable them to improve their practice.
 - ii. Teachers are accountable for the implementation and completion of the plan and may use the plan as a starting point for the school year. (The PGP is intended to be one academic year in duration and may support the goals of the IPDP. The PGP is not intended to replace the IPDP.)
 - iii. The professional growth plan and process includes feedback from the evaluator, as well as the teacher's self-assessment and the support needed to further the teacher's continuous growth and development.
 - iv. PD should be individualized to the needs of the teacher and students (based on available data), and specifically relate to the teacher's area of growth as identified in the teacher's evaluation. The evaluator should recommend PD opportunities and support the teacher by providing resources (e.g., time, financial).
 - v. The growth plan will be reflective of the data available and include:
 - a) identification of areas for future professional growth;
 - b) specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice;
 - c) outcomes that will enable the teacher to increase student learning

and achievement.

- f. Improvement Plan
 - i. Teachers who have "below expected" levels of student growth and/or receive an ineffective teacher performance rating must comply with an improvement plan developed in collaboration with the teachers and the credentialed evaluator for the evaluation cycle.
 - ii. The improvement plan will contain the following components:
 - a) specific performance expectations, resources and assistance to be provided
 - b) district-provided allocation of financial resources to support professional development for staff on remediation plans
 - c) reasonable timelines for its completion
 - d) professional indicators documented as unsatisfactory through the formal evaluation process
 - e) reasonably sufficient time (not less than six (6) weeks) and duration, as to allow the teacher to improve performance to a satisfactory level
 - f) the IP is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve.
 - iii. After discussion with the teacher, a plan of improvement may be initiated at any time during the evaluation cycle by the teacher's assigned evaluator based on deficiencies in performance as documented by evidence collected by their evaluator. The teacher may submit a rebuttal that will be attached to the plan of improvement.
 - iv. When an IP is initiated by the evaluator, it is the responsibility of the evaluator to:
 - a) identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession
 - b) specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies
 - c) develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available
 - d) determine additional education or PD needed to improve in the identified area(s)
 - e) gather evidence of progress or lack of progress
 - v. A reassessment of the educator's performance shall be completed in accordance with the written plan. Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level

of performance, the regular evaluation cycle shall resume. If the teacher's performance continues to remain at an ineffective level, the supervising administrator/evaluator may reinstate the improvement plan with additional recommendations for improvement or take steps necessary to recommend dismissal.

3. Renewal of Limited Contracts/Extended Limited

- a. If the Board has entered into a limited or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the evaluator will perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher.
- b. The third observation must be no sooner than four (4) weeks after the first or second observation and comply with the other timelines mentioned in 2a above.
- c. The evaluator must have a conference with the teacher within seven (7) work days of the observation to discuss the observation, including any deficiencies noted. There must be ample time between observations in order for the teacher to comply with the aforementioned plan.

4. Testing for Teachers in Core Subject Areas

Beginning with the 2015-16 school year, teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "ineffective" on evaluations for two of the last three years. "Core subject area" means reading and language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

5. Retention Decisions and Removal of Poorly-Performing Teachers

- a. The Board will use evaluation results for retention decisions and removal of poorly-performing teachers. The Board has adopted procedures for use by district administrators in making retention and removal decisions based on evaluation results stemming from observations, walkthroughs, evaluations, student growth measures (after three (3) years of data for that teacher has been collected), pre- and post-conference discussions, and other methods of gathering teacher performance data.
- b. Seniority shall not be the basis for retention, except when choosing between teachers with comparable evaluations.

6. Due Process

- a. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping on public address or audio systems or similar surveillance

devices will be strictly prohibited. In implementing performance assessments, the District will conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information will be collected by electronic devices without the consent of the teacher. Only information obtained during observations, walkthroughs, teacher-provided evidence and verifiable information that addresses standards in the Teacher Performance Evaluation Rubric will be included in the evaluation.

- b. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- c. A teacher may provide a written response to his/her observation and/or evaluation, which shall be included with the written observation/evaluation.

7. Personnel Action Requirements

Student growth measures shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) years of data have been collected.

8. Evaluation Committee

- a. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of assessing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure, and process, including the evaluation instrument, for the evaluation of teachers in the District and to make recommendations regarding same.
- b. **Committee Composition**
The committee shall be comprised of five (5) Association members appointed by the Association president and five (5) Administrators appointed by the Superintendent.
- c. **Committee Operation**
 - i. Members of the committee will receive training in aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
 - ii. One task of the committee shall be to determine and make recommendations regarding those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee will approve and/or suggest

- changes in SLO's (Student Growth Measures).
 - iii. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate.
 - iv. Members of the committee will receive release time for committee work and training completed during the school day. If work must be done outside the work day, then all members who participate in the work done outside the work day will be compensated at the tutors' hourly rate for each hour or part thereof actually worked.
 - d. **Committee Authority**
 - i. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
 - ii. The board and the association shall bargain during regular contract negotiations elements of the teacher evaluation procedure as required by law. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
 - iii. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the board and the association. Any changes may only be made after the May 15 deadline for all evaluations to be completed and prior to the start of the next school years' observation cycle.
 - iv. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. Any changes required by law will be made as required by law.
 - e. **Orientation**
 - i. Each teacher shall be notified in writing of the name and position of his or her evaluator by September 15 of each school year.
 - ii. Inservice on the teacher evaluation procedure shall include the tools, processes, methodology, how student growth measure data will be used, how the evaluation instrument is designed and how the evaluation instrument will be utilized.

E. Individual Contracts

- 1. The Board of Education shall provide each member of the instructional staff individually written contracts in keeping with the provisions of Section 3319.08

Ohio Revised Code and Board adopted policies. The provisions of such written contracts shall be enumerated in the sub-sections of this policy.

2. All certified staff shall be notified in writing of their grade level/department assignment/specific subjects for the next school year by August 1st. Changes in the member's assignment may be made after this date for operational necessity. If changes are made, the principal must notify the members at the earliest possible time.

ARTICLE 5 WORKING CONDITIONS

A. School Day and Calendar

1. All members will be employed pursuant to a school calendar. The total instructional days will be up to, but no more than 178, with teacher inservice and/or workdays and parent conference days for a total of up to, but no more than 183 days.

2. Length of School Day

All members may be assigned appropriate starting and dismissal times provided that their total workday will be no longer than seven and one third (7-1/3) consecutive hours, including duty free lunch period guaranteed to them. No elementary member will be required to report for duty earlier than 7:30 a.m. nor remain on duty later than 4:00 p.m. No middle or high school member will be required to report for duty earlier than 7:00 a.m. nor remain on duty later than 3:30 p.m. The length of the assigned workday will be substantially equivalent for all members.

3. Calamity Days

- a. A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstances that renders the school facility unfit for instructional use.
- b. Teachers will not be required to report to work on the first five (5) days when the District has cancelled classes for students due to any of the reasons defined in (a) above. The sixth calamity day and every calamity day thereafter will be made up in accordance with the school calendar.
- c. Teachers will not suffer any loss of pay when the District cancels classes due to any of the reasons defined in (a) above.
- d. In the event that the start of school is delayed or the school day is cancelled such that total instructional hours falls below the minimum required hours of instruction as determined by the Board for the school year, the

instructional time will be made up as defined in the adopted school calendar without any additional compensation.

4. Parent-Teacher Conferences

- a. Parent-teacher conferences will be scheduled for three evenings in the fall and three evenings in the spring. Each set of conferences will include one day for elementary only, one day for middle and high school only, and one day all schools. All teachers will be required to attend the two evenings that apply to their level. Each conference period will be scheduled for three hours. Teachers missing an evening conference period due to illness will be charged one-half day of sick leave, and teachers missing the entire day and an evening conference period due to illness will be charged one and one-half days of sick leave.
- b. The conference periods will constitute two days of the 183 day work year. The GEA may provide input to the Superintendent with regard to the specific days to be used for the conferences. The day before Thanksgiving and the Friday before President's Day will be designated as school holidays, to make up for the evening conference periods.

4. Classroom teachers will have preparation time during which they will not be assigned to any other duties as follows:

- a. Elementary School - at least 215 minutes per week. Principal should schedule planning and conference time in as many 30 minute blocks per week as may be possible.
- b. Middle and High School - one regular class period daily.

B. Class Size

1. Class size shall be maintained in accordance with the requirements of the State Board of Education Minimum Standards and the provisions of Section 3317 of the Ohio Revised Code.
2. The Board agrees to establish pupil-teacher ratios that will not exceed State Board of Education Minimum Standards or the provisions of Section 3317 ORC in any policy adopted to establish an intra- and/or inter-district open enrollment policy.
3. Teachers may request a meeting with the principal to discuss possible options for handling class size issues.

C. Job Descriptions

1. The job descriptions will not supersede any terms or conditions of employment contained in the Negotiated Agreement.
2. The District will provide current job descriptions for all members. Each member will be provided a copy of their job descriptions; will be required to sign a copy to acknowledge receipt; with a copy placed in their personnel file.
3. The District agrees to involve the GEA President in any new or revised job descriptions.
4. Job descriptions will not be used for evaluative purposes or grounds for dismissal.

D. Complaints Against Union Members

1. When a complaint is made by a parent of a student or any other member of the public concerning a member, which is deemed serious enough to become a matter of formal written record, the member shall be informed of the existence and nature of the complaint by the principal within three (3) working days of the time it is deemed serious enough to be made a matter of formal written record. If possible, the member will also be informed of the identity of the complainant at that time. The unit member and principal shall attempt to resolve the complaint of the complaining party.
2. If the complaint is not resolved at the principal level, the Superintendent and the unit member shall attempt to resolve the complaint.
3. If the complaint is not resolved at the Superintendent level and it is submitted to the Board for resolution, the bargaining unit member shall be provided the opportunity to meet with the Board in Executive Session to present information relative to the complaint. The unit member may be represented by a representative of his/her choice.

E. Reprimand of Professional Staff

1. The Board of Education and the Association agree that members shall not be publicly reprimanded or rebuked.
2. A unit member shall not be given a reprimand or be disciplined for any alleged infraction of the rules, delinquency or professional performance without justifiable reasons.
3. Unit members and the administration and agents of the Board agree to provide mutual respect and agree not to subject anyone to verbal abuse.
4. If the possibility of a written reprimand exists, the member shall be informed of the need for a meeting and the general topic of the meeting at least twenty-four

(24) hours prior to the date and time of the conference wherein the alleged misconduct shall be explained. All or part of the twenty-four (24) hour period may be waived at the mutual agreement of the member and the administrator. 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.

5. Upon the request of a member to the Superintendent, a written reprimand shall be removed from the member of the bargaining unit's file after two (2) years, barring further similar problems.
6. 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) working days.
7. 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) working 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) working days, the member of the bargaining unit shall have the right to file a grievance at the Step IV Level (FMCS Mediation Level).
8. No employee will be disciplined, reprimanded, reduced in rank, suspended, demoted, or transferred without just cause. Reasons(s) for any of the aforementioned shall be submitted to the employee in writing by the Superintendent at least ten (10) calendar days prior to the Board taking action on the Superintendent's recommendations. Upon written request the employee shall be granted the right to meet with the Board in Executive Session, with the right of representation, to discuss said reasons prior to Board action.

F. Personnel Records

1. A personnel file of all unit members shall be maintained in the office of the Board of Education. This shall be considered the only official file of recorded information of members maintained by the Board.
2. Unit members shall be permitted to see their central office personnel file, except for confidential letters of recommendation, upon reasonable request and may duplicate any information in the files at their own cost, not to exceed ten (10) cents per page.

3. No derogatory letters, reports or statements shall be placed in the member's file without his/her knowledge. If a member so desires, he/she will be given an opportunity to make a written statement of defense to be attached to any statement. No anonymous items shall be placed in the file.
4. Upon the request of a member submitted to the Superintendent, material of a derogatory nature may be removed from his/her files after two (2) years and may be returned to the member, provided there has not been a more recent incident of a similar concern.
5. Any materials placed in the personnel file of a bargaining unit member shall include the date the item was placed in the file and the name of the person placing the materials into the file and a copy forwarded to the member.
6. Only those items required by the State Auditor's Office, Ohio Department of Education, Federal and State Statute, and the Board of Education should be maintained in a member's personnel file.
7. Members may challenge the timeliness, relevancy, accuracy or completeness of an item in their personnel file in accordance with the provisions of Section 1347.09 ORC.
8. Requests for personnel records shall be governed by the provisions of Section 149.43 ORC. A member shall be notified verbally within forty-eight (48) hours of any person(s) other than authorized school personnel requesting to see a member's personnel file. The District shall have a representative present in the event a person other than authorized school personnel is permitted to see a member's file.

G. Student Discipline and Teacher Protection

1. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Teachers are responsible for implementation of the student code of conduct, and for the student discipline procedures contained in Board policies and student handbooks.
2. Any case of assault and/or battery upon a teacher shall be promptly reported to the Board or its designated representative. Teachers who have been assaulted are encouraged to file charges with the appropriate authorities.
3. The Board shall be responsible to make every reasonable effort to maintain safe working conditions.

4. Any teacher who is threatened or inflicted with any injury during the performance of their duties, will immediately refer the student(s) to the principal for appropriate action.
5. There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for referring any students to the administration due to weapons possession, threats or actual usage.

H. Lesson Plans and Education Connection

1. A lesson plan shall be available for the substitute teacher during the teacher's absence. It is the responsibility of each member of the bargaining unit to have this information available at all times, along with grade books, seating charts, desk copies, assignments, etc. If a teacher is on Board approved long-term leave, or is incapacitated, the principal will release the teacher from responsibilities for lesson plans.
2. Progress Book must be updated seven (7) calendar days after the assignment is due. Extension of the seven (7) calendar day deadline must be approved by the principal for special assignments, projects and research papers.

I. Principal Meetings

Members/principal meetings shall be conducted through the school calendar year. Such meeting shall not exceed one (1) hour in length and shall be conducted in seven and one-third (7-1/3) hour workday whenever possible. These meetings are limited to once a month unless an emergency meeting is deemed necessary by the principal of that building.

J. Local Professional Development Committee

A Local Professional Development Committee (LPDC) will be operated pursuant to the Board Policy GCLB and Board Regulation GCLB-R. One of the functions of the Committee will be to provide input, by January 1st of each year, as to the content of the second in-service day of the school year.

K. Instructional Materials and Supplies

1. The Board shall provide equipment and supplies to aid in the preparation of instructional materials and plans.
2. Members shall not be required or expected to provide personal property for school use, including textbooks, audio-visual equipment, or other instructional materials and supplies.

3. Maintenance and repair of Board equipment is the Board's responsibility.
4. The Board shall provide each teacher with one hundred dollars (\$100.00) to purchase supplies and instructional materials if the need exists and the funds are available. Title teachers shall be excluded because of having an individual budget for this purpose. These funds are to be used for the purpose of purchasing instructional materials and supplies not provided by the Board.

L. Cell Phone Usage

Cell phone usage for personal reasons is prohibited during instruction/duty time, except for emergencies. Non-emergency incoming calls must be routed through the office.

ARTICLE 6 RIGHTS

A. Academic Freedom

1. Unit members and administrators will seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
2. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the District and to exhibit by appropriate examples the basic objectives of a democratic society.
3. As long as theories are presented as theories and the student is not forced to accept one as being true, all theories should be permitted to be explained pertaining to the class subject area.
4. The Board and the administration agree to protect the members from unjust criticism and abuse. The President and members of the Association agree to protect the Board and administration from unjust criticism and abuse.

B. Teacher Privileges

Members living in the District and who have children attending school in the District, may elect to have their children attend the school to which the parent is assigned provided the school has the required educational program to which his/her children (child) have been or should be, as recommended by the appropriate school officials, and said enrollment does not violate the requirements of Article 5, Section B.

All bargaining unit members shall be able to purchase a total of four (4) reserve passes to events at the reduced rate twice per year: once for winter and once for spring.

C. Association Rights

1. The Association shall be granted the following sole and exclusive organizational rights as the recognized bargaining agent for the term of this Agreement.
 - a. The Association may be granted use of school facilities at no cost for meetings. Association meetings may not interfere with regularly scheduled school activities and must be scheduled in accordance with Board policy governing the use of facilities.
 - b. The Association shall be provided space on faculty bulletin boards to post announcements and other Association materials.
 - c. The Association President shall be provided with a copy of the Board Agenda, approved minutes, State Foundation information, annual budget and appropriations measures, and other public documents as requested. The agenda will be provided by 4:00 p.m. on the day of the Board meeting (with the understanding that it might be revised subsequently). The Treasurer will provide the Association President with notification of special board meetings and changes to regular Board meetings.
 - d. The Association President or his/her designee shall be granted the right to make public address announcements in accordance with the policy established by the building principal governing said announcements.
 - e. The Association shall have the right to use the internal mail system in the district.
 - f. The Association President or his/her designee may make announcements at general staff meetings.
 - g. The Association President shall be given a copy of Board approved policies, procedures, rules and regulations.
 - h. The Association President or his/her designee may address the Board on an agenda item in accordance with the Board rules and regulations governing the conduct of Board meetings.

ARTICLE 7 LEAVES

A. Sick Leave

1. Each full time member will receive fifteen (15) days sick leave per year at the rate of one and one-fourth (1¼) days per month for twelve (12) months.
2. Each part time member will receive one and one-fourth (1¼) days of sick leave for each completed month or fraction thereof.
3. Unit members new to the District may transfer credit for sick leave accumulated in another public school district or public agency in Ohio. It will be the responsibility of members new to the district to supply the Treasurer with a certified record of the accumulated sick leave from the former employer.
4. Members new to the District will be granted in advance ten (10) days of sick leave which must be re-earned.
5. There shall be no limit on the accumulation of sick leave days.
6. Sick leave may be used to cover absences for personal illness, injury, exposure to contagious disease which could be communicated to other employees, for illness or death in the immediate family, and for pregnancy when authorized by written certification by the member's attending physician.
7. Employee's immediate family for illness or injury shall be defined as: spouse, children, stepchildren, father, mother, brothers, sisters, mother-in-law, father-in-law, and grandchildren documented to be living in the same household as the member.

Employee's immediate family for hospitalization or death in the family shall be defined as; spouse, children, stepchildren, father, mother, brothers, sisters, in-laws, grandparents, grandchildren, aunts, uncles, nieces or nephews. A maximum of ten (10) days of sick leave per occurrence shall be granted in case of illness within the immediate family. A maximum of three (3) days of sick leave per occurrence shall be granted in cases of death in the immediate family, except for spouse, children, grandchildren, and parents. A maximum of five (5) days will be granted for the latter.
8. Members may take up to two (2) sick leave days for the birth of a legal grandchild.
9. Procedures for Illness, Injury, Etc.

- a. Members must arrange for notification of the principal of their building before 6:15 a.m. that he/she is unable to teach. Emergency circumstances will be dealt with by the principal.
- b. If a member is not able to return to his/her duties the following day, the principal's office should be called by 2:30 p.m. to that effect.

10. Doctor's Appointments

If the principal determines that a unit member is consistently notifying the principal of doctor's appointments with an inappropriate amount of notice, he/she will inform the GEA Building Representative of the problem and allow the GEA the opportunity to resolve the issue. If the GEA is unable to resolve the problem, the principal and GEA will meet with the unit member and may require verification of attendance at future appointments. If a pattern of sick leave abuse is suspected, the GEA will be contacted to discuss the concerns regarding the unit member's use of leave.

B. Personal Leave

1. Each member may be granted four (4) days of unrestricted personal leave during each school year. One unused day per year may be carried over to the next year, for a maximum of five (5) days at any one time.
2. No more than two (2) members from each building shall be granted personal leave on the same day.
3. Personal leave may not be used the day before or the day after a vacation or holiday except in cases of an emergency, as determined by the Superintendent or designee. However, members who have a child participating in a District sponsored program (holiday, awards, or graduation) may take one-half (½) day of personal leave, without regard to the limits contained in Section 2 above. Personal leave may not be used on parent-teacher conference days except for school related activities, as approved in advance by the Superintendent or designee. No more than three (3) personal leave days may be used in any one week.
4. Personal leave may not be used for gainful employment.
5. Request for personal leave shall be made on the prescribed form. Requests shall be submitted to the appropriate supervisor no later than three (3) days prior to the requested date of use, when possible. One day per year may be used without three (3) days advance notice, in an emergency situation. The prescribed form shall require the employee to certify by signature that the leave was used in accordance with this procedure. Any violation of this procedure shall be considered grounds for disciplinary action, including termination.

6. Personal leave used in accordance with this policy shall not result in a deduction in pay for the member. Personal leave shall be granted only in full day increments, except that one day per year can be used in one-half (½) day increments.
7. Members who do not use personal leave each school year shall be reimbursed at a rate of \$100 for each unused full day, and \$50 for each unused half day. No more than three (3) personal leave days may be reimbursed in any one year. Reimbursement shall be made with the second pay during the month of June.
8. Each teacher may take leave for up to two (2) occasions per year, for no more than two (2) hours per occasion, to attend a school performance/graduation of his/her child during the school day if attendance at the activity is approved three (3) days in advance by the teacher's building principal.

C. Association Leave

The Association shall be granted a total of six (6) days annual leave for representative(s) to attend Association business meetings. This leave is non-accumulative. The Board will pay the expense of the substitute. The Association shall be responsible for the expense of the representative(s) attending the meeting.

D. Child Care/Adoption Leave

1. Upon the written request of a member of the bargaining unit, the Board will grant a child care/adoption leave of absence without pay as follows:
 - a. A member who is expecting or adopting a child will be entitled upon request to an unpaid leave of absence not to exceed the semester the leave begins in, and the following semester. Leaves starting in the summer may go through the next school year. Applications for child care/adoption leave will be in writing and will contain a statement of the expected date of birth or the expected date of obtaining custody and the date the member expects to return to service in the District.
 - b. A member who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions as certified by her physician in statement form.
 - c. If possible, applications for child care/adoption leave prior to childbirth or adoption will be made prior to the ninetieth (90) day before the beginning of the date of child care/adoption leave.
 - d. Upon return from the approved child care/adoption leave at the time set forth in the leave application, the member shall provide the Board with a physician's certificate of physical fitness before such member can resume her duties if said leave was for pregnancy.

- e. If the member desires to return to active service prior to the stated date of the application for leave, the member shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the member wishes to return. Upon the recommendation of the Superintendent, the Board may authorize the early return of such member. Prior to returning, if the leave was for pregnancy, the member shall provide the Board with a physician's certification of physical fitness before such member can resume her duties. Return to service in the District should be at the end of a semester.
- f. Members granted such leave may continue to participate in the insurance program made available by the Board with the member paying the full premiums on the monthly date designated by the Treasurer provided each insurance carrier approves. Failure to pay premiums on the date designated by the Treasurer shall result in the loss of coverage.

E. Assault Leave

- 1. Any member absent due to physical disability resulting from an assault by a student during the course of Board employment, or an assault by any other person for school related reasons, shall, upon written request, be granted a leave of absence with full pay and benefits for the 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 fifteen (15) days from the date of the assault, except in a situation where medical proof justified a longer leave, in which case, the leave may, if the Board approves, be extended for a period prescribed by a physician, but in no event shall exceed thirty (30) days.
- 2. Each member eligible for assault leave shall apply for workers compensation and, upon approval, shall either be paid the difference between his/her daily rate of pay or he/she shall reimburse the Board for the amount received from workers compensation.

F. Professional Leave

- 1. Upon recommendation of the Superintendent, members may be granted up to three (3) days leave with pay for attendance at meetings or conferences of an instructional nature or visitations that can be beneficial in improving said member's abilities in performing his/her duties.

Prior approval must be obtained from the Board of Education. Professional leave cannot be used for gainful employment.

2. Expenses incurred by a member granted such leave must be verified by a receipt, with the exception of mileage. Expense rates shall be the IRS rate for mileage as of July 1 of each year, \$25.00 per day for meals, registration for the conference, and motel or hotel at reasonable cost per night as determined by the Superintendent. No one member shall exceed \$400.00 in total expenses (including mileage) for the school year.
3. A limit of two (2) members from the same department in grades 6-12 and a limit of four (4) members in grades PreK-5 may attend any one conference at any one time. (For example, if two conferences occur on the same day, four members in grades PreK-5 may attend each conference.) More members may be permitted to attend upon approval of the Superintendent.
4. Any inservice training required by the Board of Education or the State Department of Education shall not be counted as professional leave as outlined in this policy. Other inservice leave may be granted for professional purposes, at the discretion of the Board.
5. A member granted such leave shall be provided a substitute teacher according to the Board adopted policy.
6. Members granted such leave may be required to submit a report on the conference or meeting.
7. Approved attendance at professional meetings or conferences held on non-school time will qualify for reimbursement but shall not be deducted from the allotted three (3) days of professional leave.
8. The Board will appropriate a minimum of \$10,000 annually for Professional Leave. The funds shall be divided by quarter, starting in July (\$2,500 per quarter). Any amount not used in a quarter will carry over to the next quarter within the same fiscal year, but money will not carry over to the next fiscal year. The reimbursement will be charged to the quarter in which the meeting or conference took place regardless of when the application for leave was submitted.

G. Sabbatical Leave

1. A member who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions: The member shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The member 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 member 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 leave to more than five percent (5%) 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 member's expected salary, nor grant a leave longer than one school year, nor grant a leave to any member 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.
3. Members granted such leave may continue to participate in the insurance program made available by the Board with the member paying the full monthly premiums on the monthly date designated by the Treasurer. Failure to pay premiums on the dates designated by the Treasurer shall result in the loss of coverage.
4. Members returning from Sabbatical Leave shall be placed on the salary schedule at the same experience level achieved prior to taking Sabbatical Leave.
5. Members on Sabbatical Leave shall be responsible for purchasing all allowable STRS service credit.

H. Jury Duty Leave/Court Leave

A unit member who is summoned for jury duty or subpoenaed to appear in court during normal teaching hours (unless the member is a party to an action that is not school related), will be granted a paid leave of absence from normal teaching duties to permit compliance, provided the unit member meets the following:

1. Notifies the Principal within two (2) days after receipt of the jury summons or subpoena.
2. Submits a statement signed by the unit member to the Treasurer stating:
 - a. the date and time attendance at the proceeding is required.

- b. the actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.
3. The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena or summons, shall be remitted by the unit member to the office of the Treasurer.
4. Unit members who must be in court during the normal workday because they are a party to an action that is not school related, must use personal leave or unpaid leave. Such leave may be taken without regard to the limitation contained in Section K, below.

I. Family Leave

Each party reserves all of its rights and responsibilities under the Federal Family and Medical Leave Act.

J. Sick Leave Bank

1. An enrollment period shall be established between September 1 and September 15 for each member of the bargaining unit to voluntarily donate a maximum of one (1) day of their accumulated, but unused, sick leave days to a Sick Leave Bank, except that unit members who have more than fifty (50) accrued, unused sick leave days may donate an additional one (1) day to the Sick Leave Bank each year until the Sick Leave Bank reaches the maximum number of days. Unit members desiring to participate in the sick leave bank program shall submit a written request to the Treasurer by September 15, indicating their desire to donate one (1) sick leave day to the bank. The Sick Leave Bank shall not exceed a maximum of one (1) day times the total number of members of the Bargaining Unit (FTE). Teachers new to the District may donate a day to the Sick Leave Bank even if such donation would cause the Bank to exceed the maximum number of days. Teachers who are repaying days to the Sick Leave Bank shall repay them even if the repayment causes the Bank to exceed the maximum.
2. A committee comprised of the Superintendent or his/her designee, the President of the Association, or his/her designee, one (1) building principal chosen by the Superintendent, and one (1) Association member chosen by the Association President, shall administer the Bank. The Committee shall approve applications at its discretion. The Superintendent or his/her designee shall serve as chairperson.
3. Bargaining unit members who have exhausted all of their sick leave accumulation, who have developed a serious or catastrophic illness, and who have contributed to the Sick Leave Bank may request sick leave days from the Bank.

4. Approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Bank.
5. The members shall be required to provide documentation to the Committee.
6. Absences due to alcohol and/or substance abuse of any kind shall not be considered appropriate reasons for application approval.
7. Members who qualify for disability retirement shall be required to apply to STRS for such benefits.
8. The Sick Leave Bank shall not be used as a mean for increasing retirement compensation and/or severance pay.
9. Members receiving sick days from the Sick Leave Bank shall be required to repay the Bank at the rate of 50% of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed have been restored to the Bank.
10. The Sick Leave Bank shall remain in effect on a yearly basis (July 1 – June 30) and either party may terminate the Bank upon written notification no later than June 1 of the year preceding its termination.
11. Should the Sick Leave Bank be terminated, the days in the Bank will be redistributed on a prorated basis to those who contributed.

K. Leave Without Pay

Each employee is eligible for up to three (3) days of unpaid leave per school year, to be granted at the discretion of the administration. All unpaid days, including “dock” days, count towards the three (3) days referenced in this Section.

ARTICLE 8 COMPENSATION

A. Salary Schedule

1. The salary schedule is contained in Appendix A.
2. The salary schedule shall include:
 - a. Sixteen steps based on experience.
 - b. Three educational divisions:
 - Bachelor's Degree
 - Five Year
 - Master's Degree
 - c. An Index of 1.0 to 2.050
3. In consideration of the services rendered by the member, the Board agrees to pay said member a base annual salary as prescribed by the salary schedule of the District, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract and/or salary notification.
4. The base annual salary shall be paid by direct deposit two (2) times each month on the 8th and the 23rd in twenty-four (24) equal installments over a twelve (12) month period. If the pay date is on a Saturday, pay will be deposited on Friday. If the pay date is Sunday, pay will be deposited on Monday. Payroll information for each pay period will be emailed to the members' email account on file in the Treasurer's office.
5. No member shall be required to attend a meeting, or accept any assignment other than during the regular member's work year unless compensated, provided said attendance is required for certification.
6. Members filing with the Superintendent by September 15 the necessary verification of additional course work, making them eligible to move to a higher level on the salary schedule, will be placed on the appropriate column effective the beginning of the contract year.
7. Members filing by January 15 the necessary verification with the Superintendent of additional course work, making them eligible to move to a higher level on the salary schedule, will be placed on the appropriate column effective beginning February 1. Said placement shall not be made retroactive.

B. Supplemental Contracts

1. Qualifications and seniority will be taken into account when hiring for supplemental vacancies, but it is understood that the Board has the sole discretion to make the final determination regarding the filling of supplemental positions.
2. All members granted additional compensation for such stated supplemental responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. A supplemental contract shall be issued to all members receiving additional duty pay. Such supplemental contract shall include the following information.
 - a. Name of said member.
 - b. Name of school district and Board of Education for which responsibilities shall be performed.
 - c. Number of years contract is to be in force.
 - d. Statement of additional responsibility(ies) and compensation to be provided for each, and a job description, if available.
 - e. Dates within which compensation is being provided for said responsibility.
 - f. Basis by which compensation is being provided for said responsibility.
 - g. Total compensation - supplemental and regular.
 - h. Provision that all necessary procedures have been completed by the Board prior to the offering of the contract, followed by the signature of the Board's President and Treasurer.
 - i. Provision for signature and date of signing by the member.
3. Members shall be compensated for supplemental duties according to the supplemental salary schedule attached as Appendix B; a percent of the base of the beginning Bachelor Degree salary schedule.
4. Any agreement to act as a supervisor for any extracurricular activity that is listed on the supplementary salary schedule shall be by supplemental contract in accordance with Section 3319.08 ORC. Members involved in any change will be consulted before changes are made.
5. Each principal shall post in his/her building notice of all supplemental contract vacancies. Interested members shall notify the principal or the Athletic Director of the specific position for which they desire to apply.

6. The Board and administration have the sole discretion to determine how much experience credit, if any, is to be given to individuals who have not previously held a supplemental contract with the District in a particular program.
7. For employees that have performed a supplemental contract for the district in a particular program and have a break in service, and then return to perform a supplemental contract in that same program, the employee will be placed at the appropriate experience level in accordance with the following:
 - 0-5 years experience in that program – automatically granted the amount of actual experience.
 - 6 or more years experience in that program – automatically granted at least 5 years experience and can be granted up to a maximum of ten years experience at the discretion of the Board.
8. In addition to the District's right to terminate and/or reprimand the holders of supplemental contracts, the District may also suspend a supplemental contract holder from said supplemental contract, without pay, for up to fifteen (15) work days. Suspensions shall be for just cause. The length of the suspension shall be based upon the severity of the offense. Prior to implementing a suspension, the District shall provide the supplemental contract holder with notification of the allegations, and an opportunity to tell his/her side of the story.

C. Severance Pay

1. For members who have sixteen (16) or more years of service credit as of June 30, 1998, one-half (½) of the accumulated and unused sick leave (up to 120 days) will be paid full time members upon proof of retirement with the State Teachers' Retirement System (STRS). The amount of benefit shall not exceed sixty (60) days, except as indicated in Section 3 below.
2. For members who have fifteen (15) or less years of service credit as of June 30, 1998, one-third (1/3) of the accumulated and unused sick leave (up to 195 days) will be paid full time members upon proof of retirement with STRS. The amount of benefit shall not exceed sixty-five (65) days.
3. For members who are employed on or after July 1, 2015, one fourth (1/4) of the accumulated and unused sick leave (up to 195 days) will be paid full time members upon proof of retirement with STRS. The amount of the benefit shall not exceed forty-eight and three-quarters (48.75) days.
4. Members governed by Section 1 are eligible to earn up to sixty-five (65) days of severance pay, but can only exceed sixty (60) days by using the one-third (1/3) calculation contained in Section 2.

5. Members of the bargaining unit who have devoted the following years of service in the District shall be entitled to:

20 years	6 additional days
25 years	8 additional days
30 years	12 additional days
35 years	14 additional days

Retirees get paid the additional days referenced in this Section only to the extent that the member has that number of sick leave days remaining, at the time of retirement, after the Section 1– 3 calculations.

6. Daily rate of pay is established by dividing the annual salary by the number of paid days per year.

242 days	12 month employees
222 days	11 month employees
202 days	10 month employees
183 days	9 month employees

7. Member must have not less than ten (10) years service credit in the teachers' retirement system.
8. Receipt of payment of accumulated sick leave shall eliminate all sick leave credit accumulated by the member.
9. Member must sign for the severance check certifying that all eligibility requirements have been met.
10. The Board shall provide a service award to members serving thirty (30) or more years in the District.
11. Unit members shall have the option of deferring payment of severance pay until the January following their retirement. Members may exercise such option by providing written notification to the Treasurer by June 1 of the year they are to retire.

D. Tuition Reimbursement

1. Any member employed by the Board of Education for a period of one year or more is eligible to receive payment for college credit. In order to be eligible, the bargaining unit member must give notification of his/her intent to pursue assigned responsibilities or to improve individual professional effectiveness, receive the prior approval of the LPDC, and the prior approval of the Superintendent.

2. The Board will pay each member \$50 per quarter hour and \$70 per semester hour for a maximum of six (6) quarter hours or four (4) semester hours reimbursement per fiscal year. The Board will not reimburse a member for a course that has not received prior approval of the LPDC and the Superintendent.
 - a. Payment will be made upon submission of a transcript verifying that the work was successfully completed (C or better) and a receipt showing the cost of course work taken. Spring and/or Second Semester course work shall be reimbursed by funds available from the fiscal year ending June 30. Summer, Fall and Winter work shall be reimbursed by funds available from the fiscal year starting July 1.
 - b. Payment will be made within one month after receipt of transcript verifying that the work has been completed.
 - c. \$9,000 shall be appropriated to reimburse all eligible members.

E. Extended Service

Members who work on extended school year shall be paid at their daily rate of pay of their salary schedule for each day worked.

F. Summer School

Members employed to teach summer school shall be compensated based upon a ratio between their daily rate for the preceding school year and the number of hours employed. Example: A member is employed to teach 3 hours in summer school. The member's salary shall be .40 times his/her daily rate for the preceding school year.

G. Tutors Salary

Tutors employed on an hourly basis shall be paid at the rate of \$22 per hour.

H. Sub Pay

1. Members granted such leave shall be replaced by a substitute whenever possible.
2. In the event that a substitute is not available, members assigned to teach, which would result in a reduction in the allotted planning and conference time provided by the terms of this Agreement or which would require a teacher to assume the responsibility of another teacher's students in addition to his/her own, shall be reimbursed as follows:
 - a. Members at the middle and high school shall be reimbursed at a maximum of \$13.00 per period. A period shall be defined as a regular class period.

- b. Members at the elementary level shall be reimbursed at a maximum of \$10.00 per period. A period shall be defined as a thirty (30) minute block of time or fraction thereof.
- c. A period substitute shall be defined as a regular classroom teacher assuming responsibility for students regularly assigned to another teacher for a specific period.

I. Employment of Retired Teachers

1. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a minimum of five (5) and a maximum of ten (10) years service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule). The PRT will be placed at their appropriate education level on the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.
2. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of each school year without notice of non-renewal. No performance evaluations shall be required.
3. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.
4. For purposes of Reduction in Force, PRTs will not accrue seniority.
5. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
6. PRTs shall not be eligible to participate in the District's health insurance program offered to employees, unless such PRT is ineligible for such insurance through a retirement system. If the PRT becomes ineligible for health insurance through a retirement system, the PRT may enroll in the District's health insurance program only by paying the full cost of the applicable monthly premium.
7. PRTs are not eligible for any insurance opt-out.
8. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
9. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
10. The parties intend for the provisions of this Article to supercede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this

Article. This includes, but is not limited to, ORC §3319.11, §3319.13/14, §3319.111, §3319.17, and §124.39(B).

J. Payroll Deductions

1. Unit members may sign and deliver to the Treasurer an authorization for deduction from their paychecks, political contributions, membership dues and assessments of the Association and its affiliates. 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. Authorization to make such deductions must be filed with the Treasurer by September 30 in the year such deductions are to begin.
3. The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 30 of each year the amount to deduct for Association membership dues in accordance with the employee authorization.
4. Deductions shall be made in twenty (20) equal installments beginning with the 1st paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted. New members after September 30 shall have deductions made in equal installments to begin the following pay period after delivery of authorization card and conclude when all installments have been deducted.
5. All dues money deducted shall be forwarded to the Ohio Education Association on a monthly basis as stipulated by agreement between the Association and the Board Treasurer.
6. If any member's employment is terminated before completing all dues payments authorized by her/him, the unpaid balance will be deducted from the final check received by the employee and will be remitted the same as a regular deduction.
7. Upon the application of fifteen (15) or more members desiring to participate in the same insurance, annuity and/or savings bond program the Treasurer shall deduct from the member's paycheck payments to said program in the amount(s) specified in the contract between the member and the companies.
8. The Treasurer and the Board shall be held harmless relative to the legality of said deductions if the deductions are being made as a part of a tax sheltered annuity.
9. The Treasurer shall forward all such deductions to the designated companies in accordance with contract requirements.

10. Upon written request, a member may have the option of having his/her paycheck deposited by electronic transfer to any bank that accepts automatic deposit, beginning with the second pay following notification to the Treasurer.
11. In accordance with the requirements of Section 3307.281 ORC, members may have the option of making payments to STRS for the purchase of approved credit through payroll deduction.
12. Fair Share Fee
 - a. In accordance with the provisions of Section 4117.09(c) of the Ohio Revised Code, the Board shall deduct from the pay of members who elect not to become or to remain members of the Gallipolis Education Association fair share fee for the Association's representation of such non-members during the term of this Agreement.
 - b. 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 shall make available to any non-member so requesting the required financial disclosure upon which the fair share fee was determined.
 - c. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the ORC 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.
 - d. 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.
 - e. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 15 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.

- f. 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.
- g. 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.
- h. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted.
- i. 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.
- j. 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.

K. Travel

Members who have regular assignments in more than one building or by nature of their assignment require travel during their regular day, shall be reimbursed throughout the school year at the IRS adopted rate; mileage should be measured from first school assigned of the day to the final school of the day. Reimbursement to be made on a monthly statement form available from the central administration office.

L. STRS Pick-up Salary Reduction Plan

- 1. 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 required contribution to STRS 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 and taxable by the Federal and State governments.

2. a. The Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certified employee; and
b. Payment for all paid leaves, sick leave, personal leave, severance and supplemental, including unemployment and workman's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in an employee's contract).
3. 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.
4. The Treasurer shall compute and remit its employer contribution to STRS based upon 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."
5. 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.
6. The Board and Treasurer shall be held harmless in the event the above "pickup" provisions are nullified by subsequent IRS rulings, Ohio Attorney General opinions, a court of competent jurisdiction, or other governing regulations or laws and this section of the Agreement shall be declared null and void.

ARTICLE 9 INSURANCE

- A. The Board of Education will make available to all full time members of the bargaining unit a comprehensive health insurance plan. Unit members who were employed as of June 30, 2015, and who are taking health insurance will contribute, via payroll deduction, to the premiums for such insurance as follows: Single - \$50 per month, Family - \$100 per month. Unit members who are employed on or after July 1, 2015, and who take health insurance will contribute, via payroll deduction, to the premiums for such insurance as follows: ten percent (10%) of the premium per month.
- B. Beginning January 1, 2015, the Comprehensive Health Insurance Policy for either an individual or family health plan shall provide payments according to the following schedule²:

<u>In Network</u>	<u>Out of Network</u>
Annual Deductible: \$1,000/ind. and \$2,000/fam. per calendar year.	Annual Deductible: \$2,000/ind. and \$4,000/fam. per calendar year.
Plan pays 80% of eligible expenses to the annual OOP (Out-of-Pocket) limits.	Plan pays 60% of eligible expenses to the annual OOP (Out-of-Pocket) limits.
Max. OOP (Out-of-Pocket): \$4,000 ind. and \$8,000 fam. per calendar year.	Max. OOP (Out-of-Pocket) \$4,500 ind. and \$9,000 fam. per calendar year.
Copay charges apply to annual out-of-pocket limit.	Copay charges apply to annual out-of-pocket limit.
Lifetime Max. benefit is unlimited.	Lifetime Max. benefit is unlimited.

- C. The Board agrees to make available at no cost to each full time member of the bargaining unit the following Dental Protection Plan:

R&C
 100/80/60/60 Coinsurance
 \$25.00 Deductible Single
 \$50.00 Deductible Family
 \$1,000.00 Calendar Year Maximum
 \$1,000.00 Orthodontic Lifetime Maximum

² A more detailed description of benefits is provided in the Summary of Benefits and Coverage attached as Appendix F.

- D. The Board agrees to provide a \$20,000 term life insurance plan with AD&D coverage.
- E. Any plan requiring second opinion elective surgery and which does not include PERC or any similar requirement shall be considered equal to or better than the current plan.
- F. An HMO/PPO plan equal to or better than the current health insurance plan shall be made available upon request by a member with the member paying the difference in cost between the health insurance plan provided by the Board and the HMO/PPO plan made available by the Board.
- G. The Board shall designate an annual window period during which time members may enroll or change enrollment in the health programs made available by the Board.
- H. Members of the same household with both spouses employed by the Board shall only be covered by the most cost-effective plan for the District. Said members shall not be entitled to participate in the health insurance Opt-Out incentive plan pursuant to Section I of this article.
- I. Health Insurance Opt-Out Incentive Plan

1. Eligible Participants:

Full time bargaining unit members 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:

Eligible unit members electing to opt-out of the Board-approved health insurance plan shall receive an incentive payment in accordance with the following table: (The incentive payment will be pro-rated for employees who opt-out of the insurance program for less than the full contract year.)

<u>Number of unit members opting out of insurance plan</u>	<u>Amount of incentive per member for single plan opt-out</u>	<u>Amount of incentive per member for family plan opt-out</u>
9 or less	\$ 750.00 (\$62.50 per mo.)	\$1,500 (\$125.00 per mo.)
10-11	937.50 (\$78.13 per mo.)	1,875 (\$156.25 per mo.)
12-14	1,125.00 (\$93.75 per mo.)	2,250 (\$187.50 per mo.)
15-17	1,350.00 (\$112.50 per mo.)	2,700 (\$225.00 per mo.)
18-29	1,500.00 (\$125.00 per mo.)	3,000 (\$250.00 per mo.)
30-34	2,500.00 (\$208.33 per mo.)	5,000 (\$416.67 per mo.)
35 or more	3,000.00 (\$250.00 per mo.)	6,000 (\$500.00 per mo.)

3. Involuntary Changes In Insured Status

Any eligible 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. Voluntary Changes In Insured Status:

Subject to provisions of paragraph 3 above, any 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).

5. Reimbursement Date:

Eligible members opting-out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions of Section 2 above in two installments paid in the last pay in December and the last pay in June.

J. Insurance Advisory Committee

An insurance advisory committee shall be established composed of the Association President, two Association members appointed by the Association President, the Superintendent and two administrators appointed by the Superintendent, to review the present plan for the specific purpose of developing cost containment provisions designed to stabilize and/or reduce the cost of the insurance program, to be recommended to bargaining unit members and the Board for approval. The committee may be convened by either the Superintendent or his/her designee or the President of the Association or his/her designee.

K. Spousal Exclusion

Beginning January 1, 2008, the spouse of an employee must enroll in his or her employer's health care plan unless one of the following applies:

1. The spouse does not work outside the home
2. The spouse's employer does not offer health care benefits
3. The spouse is retired
4. The spouse's employer pays less than 50% of the coverage

5. The spouse's insurance plan costs the spouse more than \$5000 (in premiums only) for a single plan.

If none of these exemptions apply, the spouse must enroll in at least a single-coverage (individual) plan with their employer. The spouse's employer will be responsible as the first (primary) payer of health care claims, and if the spouse is also covered under our plan, we will then apply the coordination of benefits feature to whatever the spouse's employer does not pay.

A Spouse Insurance Verification Form will be provided to each employee, for their spouse's employer to complete (unless the spouse also works for the District). If one of the exemptions listed above apply to the spouse, employees can use the same form to document that exemption.

This form is to be submitted annually before the end of the Open Enrollment period, September 30th. If the spouse's employer has a different Open Enrollment period, we will extend the deadline until the spouse can join his or her employer's plan.

If the spouse loses medical benefits through their employer or retires, the District's plan would then become primary, until such time as the spouse may become re-eligible under this section.

To make this plan work fairly for everyone, there will be penalties for misrepresenting information regarding a spouse's insurance status. Those penalties include loss of coverage and the recovery of improper payments and the expenses of that recovery.

APPENDIX A

GALLIPOLIS CITY SCHOOLS

CERTIFIED EMPLOYEES SALARY SCHEDULE

EFFECTIVE July 1, 2015

Experience	BA		150 Hours		MA	
0	30,803.60	1.000	32,959.85	1.070	35,424.14	1.150
1	32,189.76	1.045	34,500.03	1.120	37,272.36	1.210
2	33,575.92	1.090	36,040.21	1.170	39,120.57	1.270
3	34,962.09	1.135	37,580.39	1.220	40,968.79	1.330
4	36,348.25	1.180	39,120.57	1.270	42,817.00	1.390
5	37,734.41	1.225	40,660.75	1.320	44,665.22	1.450
6	39,120.57	1.270	42,200.93	1.370	46,513.44	1.510
7	40,506.73	1.315	43,741.11	1.420	48,361.65	1.570
8	41,892.90	1.360	45,281.29	1.470	50,209.87	1.630
9	43,279.06	1.405	46,821.47	1.520	52,058.08	1.690
10	44,665.22	1.450	48,361.65	1.570	53,906.30	1.750
11	46,051.38	1.495	49,901.83	1.620	55,754.52	1.810
12	47,437.54	1.540	51,442.01	1.670	57,602.73	1.870
20	48,823.71	1.585	52,982.19	1.720	59,450.95	1.930
22	50,209.87	1.630	54,522.37	1.770	61,299.16	1.990
27	51,596.03	1.675	56,062.55	1.820	63,147.38	2.050

**SUPPLEMENTAL SALARY SCHEDULE
2015-2016**

CATEGORY 1 - 20% OF BASE SALARY

Head Varsity Football Coach
Head Varsity Basketball Coach (Boys & Girls)
Varsity & J.V. Cheerleader Coach

Experience	Salary	Index
0 - 2	6,160.72	0.200
3 - 5	6,314.74	0.205
6 - 8	6,468.76	0.210
9 - 11	6,622.77	0.215
12 - 14	6,776.79	0.220
15 - up	6,930.81	0.225

CATEGORY 2 - 12% OF BASE SALARY

Asst. Varsity Basketball Coach (Boys & Girls)
Asst. Varsity Football Coach
J.V. Basketball Coach (Boys & Girls)
Varsity Wrestling Coach
Head Varsity Volleyball Coach

Experience	Salary	Index
0 - 2	3,696.43	0.120
3 - 5	3,850.45	0.125
6 - 8	4,004.47	0.130
9 - 11	4,158.49	0.135
12 - 14	4,312.50	0.140
15 - up	4,466.52	0.145

CATEGORY 3 - 10% OF BASE SALARY

7th Grade Head Basketball Coach (Boys & Girls)
8th Grade Head Basketball Coach (Boys & Girls)
9th Grade Head Basketball Coach
7th Grade Head Football Coach
8th Grade Head Football Coach
9th Grade Head Football Coach
Head Varsity Baseball Coach
Head Varsity Softball Coach
Head Varsity Cross Country Coach
(One Coach for Boys & Girls)
Head Varsity Soccer Coach
One Coach for Boys & Girls)
Head Varsity Track Coach (Boys & Girls)
Head Varsity Golf Coach
Head Varsity Tennis Coach
(One Coach for Boys & Girls)
J.V. Wrestling Coach
7th & 8th Grade Wrestling Coach
J.V. Volleyball Coach

Director of High School Bands
Gallian Yearbook Advisor

Experience	Salary	Index
0 - 2	3,080.36	0.100
3 - 5	3,234.38	0.105
6 - 8	3,388.40	0.110
9 - 11	3,542.41	0.115
12 - 14	3,696.43	0.120
15 - up	3,850.45	0.125

CATEGORY 4 - 8% OF BASE SALARY

7th Grade Asst. Football Coach
8th Grade Asst. Football Coach
9th Grade Asst. Football Coach
7th Grade Volleyball Coach
8th Grade Volleyball Coach
9th Grade Volleyball Coach
8th Grade Cheerleader Coach
9th Grade Cheerleader Coach
Asst. Varsity Soccer Coach

Experience	Salary	Index
0 - 2	2,464.29	0.080
3 - 5	2,618.31	0.085
6 - 8	2,772.32	0.090
9 - 11	2,926.34	0.095
12 - 14	3,080.36	0.100
15 - up	3,234.38	0.105

CATEGORY 5 - 6% OF BASE SALARY

Asst. Varsity Baseball Coach
J. V. Baseball Coach
Asst. Varsity Softball Coach
J. V. Softball Coach
Asst. Varsity Track Coach (Boys & Girls)
Asst. Marching Band /7th & 8th Grade Band Director
7th & 8th Grade Track Coach (One Coach for Boys & Girls)
Spring Musical Director
Evening School
Lunchroom Duty

Experience	Salary	Index
0 - 2	1,848.22	0.060
3 - 5	2,002.23	0.065
6 - 8	2,156.25	0.070
9 - 11	2,310.27	0.075
12 - 14	2,464.29	0.080
15 - up	2,618.31	0.085

CATEGORY 6 - 4% OF BASE SALARY

7th & 8th Grade Cross Country Coach
(One for Boys & Girls)

7th & 8th Grade Asst. Track Coach (Boys & Girls)
 Key Club Advisor
 Building Technology Coordinator
 Madrigal Director*
 Middle School Yearbook Advisor/Business Advisor

<u>Experience</u>	<u>Salary</u>	<u>Index</u>
0 - 2	1,232.14	0.040
3 - 5	1,386.16	0.045
6 - 8	1,540.18	0.050
9 - 11	1,694.20	0.055
12 - 14	1,848.22	0.060
15 - up	2,002.23	0.065

CATEGORY 7 - 3% OF BASE SALARY

Noon Detention Hall Supervisor
 9-12 Grades Student Council Advisor
 6-8 Grades Student Council Advisor
 Gallian Yearbook Business Advisor
 Mock Trial Advisor
 District Health Services Coordinator
 Elementary Bus Duty Supervisor
 Weight Program Supervisor (Fall)
 Weight Program Supervisor (Winter)
 Weight Program Supervisor (Spring)
 Weight Program Supervisor (Summer)

<u>Experience</u>	<u>Salary</u>	<u>Index</u>
0 - 2	924.11	0.030
3 - 5	1,078.13	0.035
6 - 8	1,232.14	0.040
9 - 11	1,386.16	0.045
12 - 14	1,540.18	0.050
15 - up	1,694.20	0.055

* The member who was the Madrigal Director for the 2013-14 school year will be grandfathered at the 2013-14 Supplemental rate (Category 5) for this position as long as she continuously performs this Supplemental. When she stops performing this Supplemental, it will be paid at the new Supplemental rate (Category 6) from that point forward.

CATEGORY 8 - 2.5% OF BASE SALARY

Elementary Department Chairperson
 Middle School Department Chairperson
 High School Department Chairperson
 Mentor Teacher
 Resident Educator Mentor

<u>Experience</u>	<u>Salary</u>	<u>Index</u>
0 - 2	770.09	0.025
3 - 5	924.11	0.030
6 - 8	1,078.13	0.035
9 - 11	1,232.14	0.040
12 - 14	1,386.16	0.045
15 - up	1,540.18	0.050

CATEGORY 9 - 2% OF BASE SALARY

Model UN & Youth Government Leadership

<u>Experience</u>	<u>Salary</u>	<u>Index</u>
0 - 2	616.07	0.020
3 - 5	770.09	0.025
6 - 8	924.11	0.030
9 - 11	1,078.13	0.035
12 - 14	1,232.14	0.040
15 - up	1,386.16	0.045

CATEGORY 10 - 1.5% OF BASE SALARY

Junior/Senior Prom Coordinator
 National Honor Society Advisor
 Senior Activities Coordinator

<u>Experience</u>	<u>Salary</u>	<u>Index</u>
0 - 2	462.05	0.015
3 - 5	616.07	0.020
6 - 8	770.09	0.025
9 - 11	924.11	0.030
12 - 14	1,078.13	0.035
15 - up	1,232.14	0.040

SUPPLEMENTAL SALARY INDEX TABLE

YEARS OF EXPERIENCE IN THE PARTICULAR PROGRAM

0-2	3-5	6-8	9-11	12-14	15 and up
base salary	base +.5	base +1.0	Base +1.5	base +2.0	base +2.5

STEP 1 – INFORMAL GRIEVANCE CONFERENCE FORM

A copy of this form shall be submitted to the following:
Grievance Committee, President of the Association,
Building Principal, and Superintendent.

Grievant/School _____

Date of Informal Conference _____

Signature of Grievant and Administrator That Informal Conference Occurred

Grievant

Administrator

Date and Time of Informal Conference _____

Signature of Grievant

Additional pages may be added to this report when necessary.

GRIEVANCE REPORT FORM

Teacher's Name _____

Date _____

Statement of Grievance – Include date of occurrence, statement of the nature of the grievance, provisions of the contract violated, and the action requested.

Signature of Grievant

STEP 2 – Disposition of the Building Principal

Signature of Building Principal /date

GRIEVANCE REPORT FORM – Continued

STEP 3 – Disposition of the Superintendent

Signature of Superintendent /date

Additional pages may be added to this report when necessary.

STEP 4 – FMCS Mediation

The grievant and the Association hereby request FMCS Mediation

Grievant /date

For the Association /date

STEP 5 – Arbitration

The grievant and the Association hereby request arbitration

Grievant /date

For the Association /date

SICK LEAVE BANK REQUEST FORM

I am applying for _____ sick leave days from the Sick Leave Bank.

[To be completed by the applicant.]

Name _____

School _____

Date _____

I have read the Sick Leave Bank Section (13.10) of the Contract and qualify to apply for sick leave from the Sick Leave Bank. I agree to abide by all restrictions and regulations as set forth in said memorandum.

(Signature of Applicant)

(Date)

(Please attach all documentation to this request.)

.....
[To be completed by the Sick Leave Bank Committee.]

The Sick Leave Bank Committee met on _____

Your request was: _____ Approved _____ Not Approved

The number of days approved was: _____

(Signature of GEA President)

(Signature of the Superintendent/Designee)

(Signature of GEA Representative)

(Signature of Building Principal)