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# **NEGOTIATED AGREEMENT**

**BETWEEN**

**THE GALLIA COUNTY BOARD OF EDUCATION**

**AND**

**THE GALLIA COUNTY LOCAL EDUCATION  
ASSOCIATION**

**EFFECTIVE JULY 1, 2019 THROUGH  
JUNE 30, 2021**

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## ARTICLE 1 – RECOGNITION

- A. The Gallia County Local Board of Education, hereinafter, referred to as the "Board" and/or "Board of Education", recognizes the Gallia County Local Education Association, OEA/NEA Local, hereinafter referred to as "Association," as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional certificated, non-supervisory personnel (as certified by the State Employment Relations Board), both full- and part-time (part-time is defined as fifteen (15) hours or more per week), under contract, or on leave, employed by the Board to perform work currently being performed by bargaining unit members or newly created bargaining unit positions such as classroom teachers (vocational, academic, full-time substitutes), guidance counselors, librarians, media specialists, school nurses, tutors, Multi-Impaired Teachers, Chapter I Teachers, Developmentally Handicapped Teachers, Learning Disability Teachers, and Tag Teacher Coordinator, hereinafter referred to as "bargaining unit member", "member", "teacher", and/or "employee".
  
- B. Teachers employed less than fifteen (15) hours per week and teachers employed on an hourly or as needed basis whose employment may or may not exceed fifteen (15) hours in a given week shall be members of the bargaining unit but shall be specifically excluded from the application of all of the provisions of this contract except the grievance procedure and the specific salary provision which may apply.
  
- C. Substitutes employed by the Board on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a continuous basis in the position or in a combination of positions for one hundred twenty (120) days or more shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement. Substitute teachers so employed shall not be eligible for a contract renewal as a regular teacher at the conclusion of any school year unless specifically approved by the Board.
  
- D. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other administrative, supervisory, and management personnel as defined in Sections 3319.02 and 4117.01 (F) and (L) of the Ohio Revised Code, hereinafter referred to as the "Administration", are excluded from the bargaining unit. Casual and day-to-day substitutes are excluded from the bargaining unit.

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

## ARTICLE 2 – NEGOTIATIONS PROCEDURE

### A. REQUEST FOR NEGOTIATIONS:

1. Requests for negotiations may be initiated by either party at least sixty (60) days prior to expiration of this Agreement, by sending to the other party a written request for negotiations.
2. A request from the Association shall be sent to the President of the Board through the Superintendent. A request from the Board shall be sent to the President of the Association.
3. Within one (1) week of the request, a mutually convenient meeting date shall be arranged. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except by mutual agreement.

### B. NEGOTIATIONS MEETING:

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

### C. NEGOTIATING TEAMS:

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

### D. SCOPE OF BARGAINING:

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

E. CAUCUS:

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

F. AGREEMENT:

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be first submitted to the Association for ratification. Upon notifying the local Superintendent by the President of the Association that the Association has properly ratified the agreement, it shall be submitted to the Board for its approval.

G. DISTRIBUTION OF AGREEMENT:

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

H. NEWS RELEASES:

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

I. DISPUTE RESOLUTION PROCEDURE:

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

J. IN-TERM BARGAINING:

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

Should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof, shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.

At the request of the either party, the parties will meet no later than thirty (30) calendar days after the final determination of unlawfulness, to begin bargaining over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, the dispute resolution procedure set forth in Article 2, Section I shall be utilized to resolve the dispute.

### **ARTICLE 3 – ASSOCIATION RIGHTS AND ACTIVITIES**

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

- A. To use the facilities of any building for meetings, without fees, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity of said building. If such use requires additional custodial or other services, the Association shall reimburse the Board for all costs involved submitted by the Board.
- B. To use Board owned equipment, including typewriters, calculators, duplicating equipment, public address equipment, and audio visual equipment, upon the authorization of the principal or administrator having control over such equipment. Such authorization will not be unreasonably withheld. The use of this equipment will not interfere with the operation of the school system. All expendable materials will be supplied by the Association. The Board shall be reimbursed for all telephone charges and/or expenses associated with the use of fax machines to include local and/or long distance.
- C. To use the intra-school mail system in the school's offices to distribute Association bulletins, newsletters, or other circulars.
- D. To use bulletin boards in teacher's lounges or workrooms to disseminate information to members.
- E. To have private use of telephones in any building to carry out Association business. Calls are not to be made at a time that interferes with duties assigned by the Board of Education or Administration. The Association will reimburse the Board for any long distance charges.
- F. To allow representatives to call meetings of the Association members within the building, but not on class time or in conflict with other scheduled meetings.
- G. Upon request by the Association President, the Association will, within a reasonable time thereafter, be provided, at no charge, public documents that are regularly and routinely prepared in the normal course of the school district's business which contain information

relevant and necessary to the Association's handling of grievances or preparation for collective bargaining negotiations. The President of the Association will be provided a copy of all Board agendas and all non-confidential attachments thereto and any amendments prior to the Board meeting.

- H. To be provided with a place on the agenda of all regular Board meetings to be used by the Association to communicate with the Board.
- I. A place to be provided on the agenda of all meetings called by the Administration, whether county-wide or within buildings, if permission is granted by the administrator calling the meeting. Permission may be granted in advance of the meeting.
- J. To allow the President of the Association or his/her designee to visit schools during his/her school day provided said visits do not interfere with duties assigned by the Board.
- K. A bargaining unit member shall have the right to have an Association representative assist, accompany, or speak on his/her behalf in discussions with the administration that (a) are disciplinary in nature and (b) are not routine supervisory, instructional or directory encounters. The Administration will provide bargaining unit members prior written notice if any meeting is to be disciplinary in nature.
- L. ASSOCIATION MEMBERSHIP - Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.
- M. MEMBERSHIP CANCELLATION - Any individual who wishes to cancel their membership must notify the Association Membership Chair in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

#### **ARTICLE 4 – MANAGEMENT PREROGATIVES OF BOARD**

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

#### **ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE**

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



B. Definitions:

1. A "grievant" shall be defined as a member of the bargaining unit, a group of members of the bargaining unit, or the Association.
  2. A "group grievance" shall be an alleged violation, misapplication, or misinterpretation of the terms of the Agreement and shall have arisen out of the same or similar circumstances affecting each member of the group. All group grievances shall be signed by at least two (2) members so alleging such violation, misapplication, or misinterpretation.
  3. "Association grievances" shall be confined to an alleged violation, misapplication, or misinterpretation of a right granted to the Association by the Agreement or an alleged violation of the Agreement affecting an entire class of members of the bargaining unit. (A class shall be defined as a group of bargaining unit members employed at the same grade level or in the same certification or all teachers in a building.) Association grievances shall be filed first informally and then formally at Level III. Association grievances may be filed by the Association President or the Grievance Committee Chairman and shall comply with required time restrictions.
  4. A "day" shall mean work days, excluding legal holidays and days on which the Board office is closed.
- C. During the term of this Agreement, no grievant may be represented by any teacher organization other than the Gallia County Local Education Association in the grievance procedure initiated pursuant to this procedure.
- D. A grievance may be withdrawn at any level without prejudice or record.
- E. Except at Level One all grievances shall be in writing and shall include the Article and Section of the Agreement allegedly violated, misinterpreted, or misapplied and shall indicate the relief sought. All formal grievances shall be filed on the grievance form included in the appendix to this Agreement.
- F. Any grievance not advanced to the next level by the grievant within the time limits provided shall be deemed withdrawn with prejudice.
- G. Any grievance not answered by the Administration within the time limit in that level may be appealed to the next level.
- H. Grievance Records - All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.

- I. A grievant has the right to Association representation at all formal meetings and hearings involving the grievance.
- J. The Association has the right to be present for the adjustment of any and all grievances.
- K. A copy of all communications relative to the processing of grievances shall be forwarded to the President of the Association.
- L. All written communications shall be hand delivered or mailed certified mail return receipt requested.
- M. All Group and Association grievances which affect more than one (1) building shall be filed informally at Level III.
- N. No reprisals of any kind shall be taken against bargaining unit members using this procedure.
- O. Grievance meetings and hearings shall be held at locations and times that will enable all participants required to be present a reasonable opportunity to attend providing said meetings and hearings do not interfere with the assigned duties and responsibilities of all parties involved.
- P. All administrative responses/answers to written grievances shall include the reason(s) for denials.

## PROCEDURE

### A. LEVEL ONE - INFORMAL

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

### B. LEVEL TWO - FORMAL

1. If the grievance is not settled at Level One, the grievant, within fifteen (15) days of the informal Level One conference, may file a written grievance with his/her immediate supervisor. Failure to file within the time limits provided shall be deemed a waiver of the grievance.
2. The written grievance shall include the specific Article and Section of the Agreement violated, misinterpreted, or misapplied, and the relief sought. A copy

of such grievance shall be filed with the Superintendent. Within five (5) work days after presentation of the written grievance, the Supervisor shall give his/her answer in writing to the employee.

C. LEVEL THREE - FORMAL

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

D. LEVEL FOUR

1. If the grievance is not resolved at Level 3, the issue shall be referred to grievance mediation. A mediator shall be selected from a source agreeable to both parties and has no cost to either party. The selection of the source shall be made within fifteen (15) days of receipt of the Superintendent's answer at Level 3.
2. The timeline for arbitration shall be frozen until mediation has ended.

E. LEVEL FIVE - FORMAL

1. If the grievant is not satisfied with the disposition of the grievance at Level Four, the grievant (through the Association), within fifteen (15) days from the receipt of the Level Four answer, may request a hearing before an arbitrator. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent.
2. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the grievant or his/her designated representative shall petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by use of the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. No claims that have not been raised in the previous levels may be raised at the arbitration. The decision of the arbitrator shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. All expenses for the arbitrator shall be shared equally by the Board and the Association.

**ARTICLE 6 – POLICY AFFECTING EMPLOYMENT**

A. GENERAL:

1. Each member of the certificated staff shall be offered written contracts in keeping with the provisions of the Ohio Revised Code.
2. It is agreed to by both parties that there shall be no employment discrimination of any kind against any person because of such person's membership or lack of membership in the Association; because of such person's activities, or the lack thereof, on behalf of the Association; or because of such person's race, color, creed, religion, national origin, age, sex, or handicap.
3. The Board further agrees that members of the instructional staff have the right to exercise their constitutional rights of freedom of association and political involvement outside of classroom without reprisal in any form.
4. It is further agreed that the private and personal life of any teacher outside the classroom is not an appropriate concern of the Board for any reason unless such activities substantially affect the teacher's classroom performance.
5. Related teachers who possess proper certification shall not be prohibited because of the family relationship from being assigned to the same building.
6. Due process shall be provided to all certificated teachers through the Grievance and Arbitration Procedure.

B. CONTRACT SEQUENCE:

Limited contracts shall be awarded as follows:

- |                    |                                    |
|--------------------|------------------------------------|
| 1. First Contract  | -a one (1) year limited contract   |
| 2. Second Contract | -a one (1) year limited contract   |
| 3. Third Contract  | -a one (1) year limited contract   |
| 4. Fourth Contract | -a two (2) year limited contract   |
| 5. Fifth Contract  | -a three (3) year limited contract |

C. CONTINUING CONTRACTS:

1. Any teacher who is or will be eligible for a continuing contract and is seeking continuing contract consideration must give written notice of that fact to the Superintendent on or before November 15 of the year his/her limited contract will expire. This notice must include written documentation supporting the teacher's claim for continuing contract. It is the member's responsibility to maintain and track all documents necessary to be approved for continuing contract. Failure to provide said notification shall result in the teacher not being eligible for continuing

contract at the end of that school year. A member may withdraw, in writing, his/her request for a continuing contract at any time prior to the Board action.

2. In order to be eligible for a continuing contract, a teacher must satisfy the licensure requirements set forth in Subsection 3 below and must have either taught in the District for at least three (3) of the last five (5) year or have served two (2) years in the District if he/she attained continuing contract status elsewhere.
3. A continuing contract may only be granted to the following:
  - a. Any teacher holding a professional, permanent, or life teacher's certificate.
  - b. Any teacher who meets the following conditions:
    - i. The teacher was initially issued a teacher's certificate or educators license prior to January 1, 2011.
    - ii. The teacher holds a professional educator license issued under Section 3319.22 or 3319.222 or former Section 3319.22 of the Ohio Revised Code or a senior professional educator license or lead professional educator license issued under Section 3319.22 of the Ohio Revised Code.
    - iii. The teacher has completed the applicable one of the following:
      - (a.) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in the rules adopted by the State Board of Education.
      - (b.) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in the rules adopted by the State Board of Education.
  - c. Any teacher who meets the following conditions:
    - i. The teacher never held a teacher's certificate and was initially issued an educator license on or before January 1, 2011.

- ii. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under Section 3319.22 of the Ohio Revised Code.
- iii. The teacher has held an educator license for at least seven (7) years.
- iv. The teacher has completed the applicable one of the following:
  - (a.) If the teacher did not hold a master’s degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in the rules adopted by the State Board of Education.
  - (b.) If the teacher held a master’s degree at the time of initially receiving an educator’s license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified by the State Board of Education.

**ARTICLE 7 – TEACHER-ADMINISTRATION COMMUNICATION**

A. COMMUNICATION COMMITTEE:

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

B. ASSOCIATION/SUPERINTENDENT MEETING:

The Superintendent and Association President shall meet at mutually agreed upon times to discuss any current school problems and/or labor relations issues that may arise.

**ARTICLE 8 – PAY PERIODS**

A. PAY PERIODS:

Teachers shall receive payment in twenty-six (26) equal installments over a twelve (12) month period. As necessary, the Treasurer may utilize a pay period of up to three (3) weeks in order to avoid a twenty-seventh (27<sup>th</sup>) pay in a year or to eliminate financial exposure of the Board by paying employees before those funds have been earned. The three (3) week

pay period will be utilized after the annual earnings have been paid. The Treasurer shall provide notice of the need to utilize the three (3) week pay period by May 1<sup>st</sup>.

B. PAY DAY:

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

C. DIRECT DEPOSIT:

All employees will be paid via direct payroll deposit unless the employee provides sufficient evidence that he/she is unable to obtain a bank account. All employees shall have their pay stub sent to them electronically.

D. SUMMER ADVANCE:

Upon written notice to the Treasurer by May 1, up to ten percent (10%) of the bargaining unit members shall have the option to receive in their first summer paycheck the total due him/her for the remainder of the school year. Teacher(s) opting for such payment shall continue to receive his/her fringe benefits provided under this Agreement.

E. SUPPLEMENTAL CONTRACT DAY:

Payment for supplemental contracts shall be made upon completion of all duties of the position, unless the duties are full school year responsibilities, in which case one-half of the payment shall be made in the first paycheck in December and the remaining half shall be made upon completion of all duties of the position. Requests for payment shall be initiated by the bargaining unit member and subsequently approved by the building principal upon the principal's determination that the supplemental job duties have been successfully completed. Upon such approval, the principal shall forward the request for payment to the Treasurer's office for payment.

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

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

## ARTICLE 9 – PAYROLL DEDUCTIONS

### A. DEDUCTIONS:

1. Certified employees may sign and deliver to the Board an authorization for deduction from their paycheck, membership dues and assessments of the Association and its affiliates with the exception of the Gallia County Local Education Association. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates.
2. Deductions shall be made in equal installments beginning with the first paycheck and continuing in equal amounts from each subsequent paycheck in the teacher contract year until all installments have been deducted.
3. All money so deducted shall be forwarded monthly to the Ohio Education Association as stipulated by agreement between the Association and the Treasurer.

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

4. If any employee's employment is terminated before completing all dues payments authorized by him/her, the unpaid balance will be deducted from the final check received by said employee and will be remitted in the manner as the regular monthly deductions. The Treasurer of the Association shall notify the Treasurer of the Board by October 25 of each year the amount of dues to be deducted for each association category which is authorized under this policy. New members after October 25 shall expect deductions in equal installments to begin the following pay period and conclude with the last paycheck in May.
5. Bargaining unit members may sign up for insurance programs and investment/annuities programs which have been accepted by the Board. The Treasurer of the Board shall deduct from the employee's checks payments to such programs in amounts as may be required by the contracts between the Board and companies involved. Such additional insurance and investment programs contributions will be deducted from each check except in months when an employee is issued three (3) checks, no deductions will be made from the third. All money so deducted from the employee's paycheck shall be forwarded to the appropriate companies in accordance with the agreement with each company. A minimum of ten (10) bargaining unit members shall be required to institute a payroll deduction. Fewer than ten (10) bargaining unit members may request a payroll deduction with Board approval.



## ARTICLE 10 –DISCIPLINE OF PROFESSIONAL STAFF

A. Members of the bargaining unit and the Administration and agents of the Board agree to provide mutual respect and agree not to subject anyone to verbal abuse, in the presence of any other employee, students, parents/guardians of students, or any non-certified staff.

B. Progressive Discipline

1. Informal Warning

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action. Such verbal warning shall not be recorded in the member's personnel file.

2. Formal Discipline

a. First Step – Verbal reprimand.

b. Second Step – Written reprimand(s).

c. Third Step – The Superintendent may suspend a bargaining unit with or without pay.

d. Fourth Step - Termination.

Based upon the severity of the situation, disciplinary action may warrant deviation from the above-provided progressive discipline procedural order.

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

D. Prior to imposing any discipline, 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:

1. Be informed as to the nature of the discipline;

2. Be informed of who the witnesses are; and

3. Be provided with at least twenty-four (24) hours advance notice prior to the conference at which an alleged infraction will be discussed.

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

- F. Upon the request of the bargaining unit member, verbal and written reprimands may be removed from the member's personnel file after two (2) years, barring further similar problems. Upon the request of the bargaining unit member, a suspension may be removed from the member's personnel file after five (5) years, barring further similar problems. Upon the request of the bargaining unit member, all other discipline will be removed from the member's personnel file after two (2) years, barring further infractions of the same nature.
- G. If a member of the bargaining unit feels that a discipline is unwarranted, he/she shall have within five (5) days of the date the member was given the discipline. 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 discipline is unwarranted. If satisfaction is not achieved within five (5) days, the member of the bargaining unit has the right to file a grievance in accordance with the agreement.
- H. The termination of the bargaining unit member shall be in accordance with Sections 3319.16 and 3391.161 of the Ohio Revised Code.

#### **ARTICLE 11 –NONRENEWAL**

- A. Nonrenewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed for Three Years or Less.
  - 1. Upon being initially hired by the Board, the first three (3) years of employment of an employee shall be under a series of one (1) year limited contracts which may be nonrenewed by giving the employee written notice of nonrenewal not later than June 1. The non-renewal notice for teachers employed under their first contract need not provide any reason for non-renewal. The non-renewal notice for teachers employed under their second and third one-year contracts shall specify the reasons for non-renewal. There are no other requirements applicable under this Agreement to nonrenewal of these employees.
  - 2. This nonrenewal procedure for employees who have been employed for three (3) or fewer years supersedes all provisions of Sections 3319.11 and 3319.111 of the Ohio Revised Code, and such employees shall have no right to challenge said nonrenewal pursuant to Sections 3319.11 and 3319.111 of the Ohio Revised Code except through the negotiated grievance procedure where the only issue is whether proper notice of nonrenewal was provided.
- B. Nonrenewal for Limited Teaching Contracts for Employees Who Have Been Employed for More than Three (3) Years

After the first three (3) one-year limited contracts, all subsequent limited contracts shall be non-renewed in accordance with Sections 3319.11 and 3319.111 of the Ohio Revised Code.

## ARTICLE 12 – SCHOOL YEAR AND DAY

A. Length of School Year:

The length of each school year shall be the equivalent of one hundred seventy four (174) student instruction days, two (2) teacher work days (upon the recommendation of the calendar committee, four (4) teacher in-service days, two (2) parent-teacher conference days, and early release on the last student instruction day, for a total of one hundred and eighty two (182) days (i.e. 1,410.5 school hours). Bargaining unit members shall not be responsible for distribution of report cards at the end of the school year.

B. Length of School Day:

The normal school day shall be 7 hours and 45 minutes in length. The Board may extend or reduce the hours in a school day and add or subtract to the number of scheduled school days from year-to-year in order to ensure compliance with the minimum school year requirement set forth in Section A above.

C. Preparation Time:

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

The Board and the Association agree that a site-based team shall be organized in each building to address concerns of equity of planning time.

D. Lunch Breaks:

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

E. Parent-Teacher Conferences:

Parent-teacher conferences shall be held on such days as scheduled by the School Calendar Committee.

F. Calendar Committee:

A calendar committee consisting of a bargaining unit member from each school building and up to seven (7) individuals appointed by the Superintendent shall be created. The

calendar committee shall meet at a mutually agreed upon time to discuss and propose the official school calendars for the succeeding school year.

### **ARTICLE 13 – PERFORMANCE EVALUATION PROCEDURE**

It is agreed that the sole avenue to challenge alleged violations of the evaluation procedure set forth in this section, shall be through the grievance procedure contained in this Agreement.

Guidance Counselors shall be evaluated in accordance with the Standards-Based School Counselor Evaluation Policy adopted by the Board pursuant to Section 3319.113 of the Ohio Revised Code.

Teachers subject to the Ohio Teacher Evaluation System (“OTES”), shall be evaluated in accordance with the Standards-Based Teacher Evaluation Policy adopted by the Board in consultation with teachers pursuant to Sections 3319.111 and 3319.112 of the Ohio revised Code.

If a teacher is assigned to a building where the administrator performing the evaluation has a conflict of interest (i.e. a family member, ex-family, etc.), the administrator and/or the teacher will inform the Superintendent, upon which the Superintendent will assign a different administrator perform that teacher’s evaluation.

All other bargaining unit members shall be evaluated in accordance with the procedures and requirements set forth below utilizing the current evaluation forms. These members shall be evaluated and observed using the same timelines and frequency as OTES teachers. If a member is assigned to more than one building, one administrator shall be designated as the evaluator, who will solicit input from the other administrators in the other building to which the member is assigned.

A. PURPOSE:

The purposes of evaluation shall be as follows:

1. To assist the member in evaluating himself/herself in achieving the Board established job performance expectations in the areas of assigned responsibility.
2. To provide evidence of a member's performance.
3. To provide information for consideration of advancement or the award of continued employment.
4. To assist the member in improving instruction and effectiveness.
5. Performance evaluations shall include the identification of strengths and weaknesses of teachers during the school day on the basis of (A) instructional techniques; (B) classroom organization; (C) knowledge of subject matter; (D) rapport with children; (E) organizational climate of the classroom; (F) management

of student behavior; (G) observation of performance in other assigned duties, (exclusive of supplemental contract duties), (H) Attendance.

B. EVALUATION PROCEDURE:

1. Administrative employees employed by the Board holding licenses under Section 3319.22 of the Ohio Revised Code shall be considered qualified to evaluate members of the bargaining unit.
2. Observations and Evaluation Reports:
  - a. There shall be at least three (3) weeks between at least two (2) of the observations. Observations shall not be conducted within three (3) days before or after the Thanksgiving, Christmas, Easter and/or summer vacation or within three (3) days of a member returning from a leave of ten (10) days or more unless requested by the member. However, in the event an administrator who has initiated observations and/or evaluations is on leave for a period of five (5) or more consecutive days, the Board may utilize more than one evaluator.
  - b. A written report of the results of each evaluation shall be given to the member prior to a scheduled conference to discuss the evaluation. A conference shall be scheduled at a mutually agreed upon time to discuss the evaluation.
  - c. The written evaluation, following a review by the member and the evaluator, will be signed by each party. One (1) copy will be given to the member and one (1) will be placed in the member's personnel file. The member's signature signifies only that the member has reviewed the evaluation and does not necessarily imply agreement with the evaluation. The member shall have the right to attach documents relative to the evaluation within five (5) work days following the conference.
3. A member whose evaluations reflect a need to improve in one or more areas shall be expected to develop cooperatively with his/her evaluator a positive program of improvement designed specifically to assist in the correction of professional difficulties or deficiencies identified in the evaluation process.
4. The parties may mutually agree to extend the time deadlines under this Article. It shall automatically be extended due to the absence of any of the participants by the number of days in the absence.

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

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

5. No undocumented weaknesses shall become part of a member's performance evaluation report.
6. The evaluator must be visible for all formal evaluations. No eavesdropping over the PA system shall be used in the observation of a member.

#### **ARTICLE 14 – LEAVES**

##### A. SICK LEAVE:

1. Sick leave credit shall accumulate at the rate of one and one-fourth (1 1/4) days per month and at a maximum of fifteen (15) days per year. Each member of the bargaining unit's maximum accumulation shall be three hundred twenty-five (325) days. Each beginning teacher shall be granted a minimum of twelve (12) days advance sick leave upon enrollment by the Board, but if the teacher leaves the employment of the Board before twelve (12) days have accumulated, the difference between the accumulated and the used days shall be deducted from the final pay due the teacher.
2. Any teacher transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to Section 143.29 of the Ohio Revised Code.
3. Unused accumulation shall be reported to each member by the Treasurer of the Board by the way of the payroll check stub. Sick leave may be used for absence due to personal illness, doctor's appointments, dental appointments, injury, exposure to contagious diseases which could be communicated to other employees or children, and disability due to pregnancy, during periods when the member is not on maternity leave. Such leave shall be limited in accordance with the following paragraphs:
  - a. A member may use up to five (5) days accumulated sick leave for death of the following immediate family members: spouse, children, father, mother, brother, sister, sister-in-law, mother-in-law, father-in-law, brother-in-law, grandparents, grandchildren, stepchildren or anyone living in the same household as the member.

- b. A member may use one (1) day accumulated sick leave for death of the following members: aunts, uncles, nieces, or nephews.
  - c. A member may use accumulated sick leave for illness in the immediate family. Immediate family, according to this paragraph, shall be spouse, children, mother, father, and others living in the same household as the member.
4. Members granted such leave shall be replaced by a substitute according to Board policy governing employment practices.
  5. If a member is absent in excess of five (5) consecutive school days or more than fifteen (15) days during the school year because of personal illness, illness in the immediate family, injury, exposure to contagious diseases, or disability due to pregnancy, the member must provide the Administration with a doctor's certificate on the sixth (6<sup>th</sup>) or sixteenth (16<sup>th</sup>) day setting forth the identity of the patient, the nature of the illness or disability involved; the need for the absence; and the expected date the member can return to work, before the member will be eligible for sick leave beyond such five (5) consecutive school day or any day after the fifteen (15) total day period of absence.
  6. Each full-time member of the bargaining unit employed under regular contract a minimum of one hundred eighty-two (182) days each contract year shall be paid a stipend for not using Sick Leave and Personal Leave as follows:

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

If the total number of teachers missing zero (0) days is equal to ten percent (10%) or greater of the total number of regular teaching positions as of the first day of school, then the stipend for that level shall increase to \$1,000. If the total number of teachers missing one (1) day is equal to five percent (5%) or greater of the total number of regular teaching positions as of the first day of school, then the stipend for that level shall increase to \$500. If a teacher was not in possession of his/her regular teaching license as of the first day of school, they are not eligible for the incentive.

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

7. ATTENDANCE:

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

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

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

B. DISABILITY LEAVE:

1. After a teacher's accumulated sick leave has been exhausted, should further physical or mental disability occur from personal illness, injury, exposure to contagious diseases, or disability due to pregnancy during a period when the teacher is not on maternity leave, disability leave without pay shall be used for the remaining period of such disability as authorized by the Administration. In accordance with Section 3319.13 of the Ohio Revised Code, the disability leave may be granted for a period of up to two (2) years. A written application for disability leave of absence, without pay, shall be made by the teacher in such cases. This application must be accompanied by a statement from the attending doctor indicating the nature of his/her duties. The Board will continue to pay its share of the teacher's health insurance benefits for a period of up to three (3) months, after the statement from the attending doctor is received. A teacher shall have the option at the conclusion of the three (3) month period of continuing any such benefits in accordance with COBRA.
2. At least thirty (30) days before a teacher on disability leave expects to resume his/her duties, the teacher must request reinstatement in writing. Not less than ten (10) days before termination of disability leave, a doctor's statement must be submitted by the teacher. This statement shall certify that the teacher has been examined and is able to resume his/her duties when the leave of absence expires.

C. MATERNITY/PATERNITY LEAVE:

1. In accordance with the Family Medical Leave Act of 1993 ("FLMA"), eligible teachers shall be entitled to twelve (12) weeks of unpaid leave per year for the birth of the teacher's child and to care for the teacher's newborn child upon the following terms and conditions:
  - a. A "year" shall be defined as the twelve (12) month period of time from the teacher's last usage of the FMLA leave.
  - b. The teacher's entitlement to use such leave expires twelve (12) months after the date of the child's birth.
  - c. Such leave shall be taken as a continuous block of leave unless the Administration agrees to allow the teacher to take intermittent leave.



- d. The teacher shall provide the Administration with written notice of his/her intention to take such leave at least thirty (30) days prior to the date on which the leave is to begin, except that if the date of birth requires the leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable.
  - e. When both parents are employed by the Board of Education, they shall be limited to a combined total of twelve (12) weeks of such leave.
  - f. If the teacher begins such leave more than five (5) weeks prior to the end of the academic term, the Administration may require the teacher to continue taking the leave until the end of such term if the leave is greater than three (3) weeks duration and the return to employment would occur during the three (3) week period before the end of such a term.
  - g. If the teacher begins such leave during the period that commences five (5) weeks prior to the end of the academic term, the Administration may require the teacher to continue taking the leave until the end of such term if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the end of such a term.
  - h. If the teacher begins such leave during the period that commences three (3) weeks prior to the end of the academic term, and the duration is greater than five (5) working days, the Administration may require the teacher to continue taking the leave until the end of such term.
  - i. The teacher's health insurance benefits set forth in Article 24 shall be fully maintained during the period of such leave. However, if the teacher fails to return from such leave, the Board of Education may recover the insurance premiums paid on his/her behalf unless the failure to return is due to serious health conditions of the teacher or of his/her spouse, child, or parent or to other circumstances beyond the teacher's control.
2. A teacher may elect to take maternity/paternity leave immediately following the expiration of his/her FMLA leave. Such leave shall be without pay and fringe benefits, and shall be for one (1) calendar year from the time of the child's birth. If both parents are employed by the Board of Education, only one of them may take such unpaid maternity/paternity leave.
3. Upon return from leave provided under this Section, the teacher shall be restored to the same position that he/she held when the leave commenced or to an equivalent position with equivalent pay, benefits, and working conditions. Any seniority or benefits which accrued prior to the leave shall remain intact. However, seniority and other benefits shall not accrue during the period of leave.

D. ADOPTION LEAVE:

In accordance with the Family Medical Leave Act of 1993 (“FLMA”), eligible teachers shall be entitled to twelve (12) weeks of unpaid leave per year for the placement of a child with the teacher for adoption or foster care upon the following terms and conditions:

1. A “year” shall be defined as the twelve (12) month period of time from the teacher’s last usage of the FMLA leave.
2. The teacher’s entitlement to use such leave expires twelve (12) months after the date of placement.
3. Such leave may be taken prior to the actual placement if an absence from work is required for the adoption or foster care to proceed.
4. Such leave shall be taken as a continuous block of leave unless the Administration agrees to allow the teacher to take intermittent leave.
5. The teacher shall provide the Administration with written notice of his/her intention to take such leave at least thirty (30) days prior to the date on which the leave is to begin, except that if the date of placement requires the leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable.
6. When both spouses are employed by the Board of Education, they shall be limited to a combined total of twelve (12) weeks of such leave.
7. If the teacher begins such leave more than five (5) weeks prior to the end of the academic term, the Administration may require the teacher to continue taking the leave until the end of such term if the leave is greater than three (3) weeks duration and the return to employment would occur during the three (3) week period before the end of such a term.
8. If the teacher begins such leave during the period that commences five (5) weeks prior to the end of the academic term, the Administration may require the teacher to continue taking the leave until the end of such term if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the end of such a term.
9. If the teacher begins such leave during the period that commences three (3) weeks prior to the end of the academic term, and the duration is greater than five (5) working days, the Administration may require the teacher to continue taking the leave until the end of such term.
10. Upon return from such leave, the teacher shall be restored to the same position that he/she held when the leave commenced or to an equivalent position with equivalent pay, benefits, and working conditions. Any seniority or benefits which accrued

prior to the leave shall remain intact. However, seniority and other benefits shall not accrue during the period of leave.

11. The teacher's health insurance benefits set forth in Article 24 shall be fully maintained during the period of such leave. However, if the teacher fails to return from such leave, the Board of Education may recover the insurance premiums paid on his/her behalf unless the failure to return is due to serious health conditions of the teacher or of his/her spouse, child, or parent or to other circumstances beyond the teacher's control.

E. PERSONAL LEAVE:

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

F. JURY DUTY:

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

G. PROFESSIONAL LEAVE:

1. A professional leave fund shall be included in the budget of the Board of Education in the amount of \$10,000.00 per fiscal year to be used for the payment of the expenses of the certified teaching personnel of the Gallia County Local School District who are attending approved professional meetings, and/or workshops, and/or school visitations.
2. The term, professional days, is not to include days when a teacher accompanies students to meetings, competitions, and the like; nor shall it include workshops, conferences or meetings mandated by the Administration, by state; and/or federal agencies.
3. A Professional Leave Committee shall be established. The function of this committee shall be to establish guidelines for professional leave, to keep a ledger of expenditures for professional leave, to receive applications for professional leave, and to approve applicants for professional leave. The Administration shall be responsible for introducing all professional leave forms complete with approved

guidelines to building principals, who in turn will be responsible for giving the information to their teaching staff.

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

H. ASSAULT LEAVE:

1. Any member absent due to physical disability resulting from an assault by a student or any other person during the course of Board employment, shall, upon written request, be granted a leave of absence with full pay and benefits for a period of such physical disability in accordance with a doctor's written statement specifying the time needed for recovery and the nature of any medical treatment necessary. Such leave shall not be granted for longer than a maximum of sixty (60) days from the date of the assault, except in situations where medical proof justifies a longer leave, in which case, the leave may, if the Board approves, be extended to a period of sixty (60) working days.
2. The Board shall reimburse bargaining unit members for personal property (i.e. glasses, clothes) damaged during an assault upon the member up to a maximum of \$500. The bargaining unit member shall be required to submit receipts if the loss is not recoverable through the members insurance.

I. ASSOCIATION LEAVE:

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

J. MILITARY LEAVE:

1. A teacher who is called or ordered to the uniformed services because of an executive order issued by the President of the United States, an act of Congress, or an order to perform duty issued by the Governor pursuant to Section 5919.29 of the Ohio Revised Code is entitled to a paid leave of absence for up to one (1) month (defined as twenty-two (22) eight (8) hour days or one hundred seventy-six (176) hours) in each calendar year that he/she is performing services in the uniformed services.
2. A teacher who is called or ordered to the uniformed services because of an executive order issued by the President of the United States, an act of Congress, or

an order to perform duty issued by the Governor pursuant to Section 5919.29 of the Ohio Revised Code for a period in excess of one (1) month in a calendar year shall be paid each month the lesser of five hundred dollars (\$500) or the difference between his/her military pay and his/her District salary. No such pay is required if the teacher's military pay exceeds his/her District salary.

3. Upon leaving the military with any type of discharge other than dishonorable discharge, a teacher shall be reinstated to his/her employment with the Board of Education under the same type of employment contract he/she last held with the Board of Education. The teacher must apply to the Board of Education for such reinstatement within fourteen (14) days of his/her discharge if his/her period of military was less than one hundred eighty-one (181) days or within ninety (90) days of his/her discharge if his/her period of military service was more than one hundred eighty (180) days. If such application is made at least thirty (30) days before the beginning of the next semester, the teacher shall be reemployed by the Board of Education on the first day of the such semester. If such application is made less than thirty (30) days before the beginning of the next semester, the teacher shall be reemployed by the Board of Education on the first day of the following semester, unless the Board of Education waives the thirty (300) day requirement.
4. For the purposes of seniority and placement on the salary schedule, years of absence performing service in the uniformed service shall be counted as though teaching service had been performed during such time.

K. SABBATICAL LEAVE:

1. A teacher who has completed five years of service may, with the permission of the Board of Education and the Superintendent, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions. The teacher shall present to the Superintendent for approval, a plan for professional growth prior to a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in Ohio.
2. The Board of Education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the bargaining unit members at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave. The employee will have the option of continuing all insurance benefits at the group rate during a sabbatical leave by direct payment to the Treasurer.

L. FAMILY MEDICAL LEAVE ACT:

The Board and members of the Association shall comply with the provisions of the Family and Medical Leave Act of 1993 (“FMLA”) and revisions thereof. For purposes of FMLA leave, a “year” shall be defined as the twelve month period of time from the last usage of FMLA leave by the employee.

M. RIGHTS WHILE ON UNPAID LEAVES:

1. The bargaining unit member using unpaid leave shall be allowed to continue participation in insurance programs for the first twelve (12) weeks of the unpaid leave, in accordance with The Family Medical Leave Act of 1993. After the twelve week period, the bargaining unit member shall be allowed to continue to participate in all fringe benefits programs, the cost of which shall be paid by the employee to the Treasurer of the Board each month.
2. Time spent on approved unpaid leaves of absences shall not break the continuous service of an individual on such leave. Time spent on such leave shall not be applied to salary schedule increments, with the exception of an individual who returns from leave and worked at least one hundred twenty (120) days in the year prior to commencing such leave.

N. USE OF DOCK DAYS

Employees may be permitted to use dock days only if the employee has used all of his/her personal days and with the advance approval of the Superintendent. The use of a dock day without the advance approval of the Superintendent may subject the employee to disciplinary action in accordance with Article 10.

O. SICK LEAVE DONATION

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

1. A request for sick leave shall be referred to the Superintendent and applicable Association President. They shall jointly determine if the request is for a catastrophic illness or for an extreme emergency and shall consider other relevant factors. If they determine it is, the requesting party shall be eligible to receive additional sick leave. If they deny the request, their decision is final and not subject to the grievance procedure.
2. A donation form shall be distributed to all employees for return within five (5) working days. A District employee may contribute up to five (5) days per school year.

3. When donated sick leave days exceed the number of days needed the following will occur:
  - a. Up to ten (10) days above the needed amount can be added to the sick leave bank of the employee who requested the donation if the amount donated is enough to do so.
  - b. If more than ten (10) day above the needed amount has been offered, in order to determine which donors to deduct the days from, the total number of days will be divided by the number of people offering to donate. The calculated amount will be deducted from the sick leave accumulation of each donor.
4. The donor must have at least seventy-five (75) days of accumulated sick leave in order to be eligible to donate.
5. The maximum number of days any individual is eligible to receive will be one hundred, twenty (120) days in any given school year.
6. A *total* of not more than two hundred, forty (240) days of sick leave donation per school year shall be available for use.
7. The Superintendent, Treasurer and Association President shall determine the number of days of eligibility for each request and may grant additional days under the same request if all relevant circumstances warrant it.

**ARTICLE 15 – TRANSFERS, REASSIGNMENTS, AND PROMOTIONS TO VACANT OR NEW POSITIONS**

A. Definitions:

1. A vacancy shall be defined as any position which the Board intends to fill, resulting from:
  - a. An employee's leaving employment as a result of a termination, resignation, or death;
  - b. An employee's non-renewal for just cause;
  - c. An employee's transfer to another bargaining unit position;
  - d. An employee's assuming a non-bargaining unit position;
  - e. An employee's long-term leave of absence (i.e., for more than one (1) year or STRS Disability, as a result of maternity leave) or when it is not

specifically provided for in the Contract that the employee retains the right to return to the same position; and/or

- f. The creation of a new bargaining unit position.
- 2. A reassignment shall be defined as a change of a bargaining unit member's teaching assignment within a building.
- 3. A transfer shall be defined as a change of a bargaining unit member's teaching position in another building.

B. Voluntary Reassignments or Transfers:

- 1. A member may submit a bid or request for a transfer or reassignment for the succeeding contract year. Bids and requests for position transfers and/or reassignments shall be retained on file until the opening of schools.
- 2. In acting on a bid or request for voluntary transfer, reassignment, or posted vacancy, the following criteria shall be considered by the Administration, which shall not be controlling:
  - a. Teacher certification.
  - b. Teaching experience in the position to be filled.
  - c. Seniority in the district.
  - d. Individual qualifications which shall include training, demonstrated knowledge of the subject area or position through a review of the number of content courses taken in the subject area or area of assigned responsibility and previous performance.
  - e. Educational needs of the district.

All submitted bids and requests for transfer, reassignment, or posted vacancy from members must be considered.

Qualified current staff members, as determined by the Administration, will be considered first for vacancies before any outside applicant is hired. In rejecting a current staff member for a transfer or reassignment, the decision shall not be arbitrary or capricious.

- 3. All job vacancies will be posted internally and shall state specific details including, but not limited to, building, grade level, and subject area, if applicable. All job vacancies shall be emailed to each bargaining unit member at his/her District email



address. The vacancy shall also be posted on the District website. The vacancy shall not be filled for five (5) calendar days from the date of the email notice.

4. Members who desire a change in grade and/or subject assignment, or who desire a transfer to another building shall so indicate in writing to the Board by the end of the posting period.
5. Once a transfer has been approved, the successful applicant will be notified within forty-eight (48) hours. The first transfer in the chain of possible transfers shall be effective immediately. The remaining transfers in the chain will be effective at the beginning of next semester or the opening of school, whichever date is the earlier.

C. Involuntary Transfers or Reassignments:

1. A teacher being involuntarily transferred or reassigned will only be placed in a position which involves no reduction in rank or total compensation, no impairment of tenure, and only if the district did not find an internal applicant to fill the vacancy.
2. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified in writing of the reasons. No teacher will be transferred or reassigned arbitrarily, capriciously or without rational basis.
3. Members who are required to obtain an update in an area of previous certification and/or secure new certification for assignment by the Superintendent shall be reimbursed for the required tuition necessary to obtain said update or new certification. Such tuition reimbursement shall be based upon the course requirements established by the State Department of Education for said update and/or new certification. Said reimbursement shall be outside the funds allocated for tuition reimbursement established in this agreement.
4. Bargaining unit members who are involuntary transferred or reassigned under the provisions of this Section will be provided with two (2) paid days at his/her per diem rate of pay, plus all STRS contributions on such amount, to review classroom resources and to prepare a material/supply list to be submitted to the building principal in accordance with the established purchasing process.

D. Supplemental Postings:

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

## **ARTICLE 16 – TEACHING ASSIGNMENT DURING PLANNING PERIOD**

- A. A building principal and/or other administrators may assign a member to assume the responsibilities of teaching a class during his/her planning period and/or assume the responsibility of teaching students from an absent teacher's class in addition to his/her own provided an unsuccessful attempt has been made to secure a substitute.
- B. Members assuming the responsibility of teaching students from an absent teacher's class shall be reimbursed at their per diem hourly rate for each period said assignment causes the class enrollment to exceed thirty-five (35) students. Study Hall teachers and monitors and librarians shall be excluded from additional reimbursement. Special Education teachers shall be reimbursed at their per diem hourly rate for each period said assignment causes the class enrollment to exceed the state maximum for their area of special education.
- C. Members will be responsible for submitting a time sheet prescribed by the Board at the end of each day to the building principal noting the periods taught. Members will be paid on a prorated basis at their per diem hourly rate within thirty (30) days of the date the additional work was performed.
- D. Teachers who are required to administer proficiency tests or other standardized tests during their planning period shall be reimbursed at the per diem rate.

## **ARTICLE 17 – PERSONNEL FILES**

- A. The official personnel file for each bargaining unit member shall be maintained in the Superintendent's Office. These personnel records shall include, but shall not be limited to, the following:
  - 1. Application for employment, including references.
  - 2. Other teacher certificates.
  - 3. Transcript of college credits showing the official record of the degree granted, original or certified copy.
  - 4. Record of military service.
  - 5. Medical records.
  - 6. Teacher evaluations.
- B. All entries made to a member's personnel file shall be signed and dated by the person making the entry. There shall be no anonymous documents maintained in a member's file.
- C. A copy of all materials placed in the file shall be sent to the member before the original is placed in the file. Both the original and the copy shall show the date of the filing.

- D. The member shall have the right, upon written request, to review all contents of his/her own personnel file with the exception of item (a) above. A representative of the Association may, at the member's request, accompany the member during such a review. A member shall have the right to one (1) copy of any item in his/her personnel file at no cost. A member shall have the right to request additional copies of materials placed in his/her file at the Board cost per copy.
- E. The confidentiality of the official personnel file shall be maintained in accordance with the provisions of Section 149.43 of the Ohio Revised Code.
- F. A member shall be notified within twenty-four (24) hours of any person(s) other than authorized school personnel requesting to see a member's personnel file.
- G. A building Principal may maintain separate personnel files for the bargaining unit members in his/her building; however, no material contained in these files shall be considered official material nor shall it be used as evidence against a member until it is placed in the file in the Superintendent's office. All material placed in the official file shall follow all provisions of this Article.

**ARTICLE 18 – TRAVEL REIMBURSEMENT/VOLUNTARY HOME TUTORING**

- A. If approved by the Administration, teachers with regular assignment in more than one building, or whose assignment necessitates travel shall, if they use their own automobiles for such travel, be reimbursed at the IRS adopted rate per mile. Mileage will be measured from the first school to the final school. Teachers will submit monthly mileage vouchers to the Treasurer for approval. Payment on such vouchers will be made in the normal payment cycle used by the Board in paying its monthly expenses.
- B. If approved by the Administration, bargaining unit members who perform home tutoring will be paid on a prorated basis at Board established hourly rate and will receive travel reimbursement at the IRS rate for mileage from his/her school to the student's home and back to his/her school.

**ARTICLE 19 – REDUCTIONS IN STAFF**

- A. Teachers may be laid off as a result of the following:
  - 1. A reduction in pupil enrollment.
  - 2. Return to duty of regular teachers after a leave of absence.
  - 3. Financial reasons.
  - 4. Territorial changes affecting the District.

5. The reduction of a program, provided that such reduction is not for arbitrary or discriminatory reasons.
6. A bona fide consolidation.
7. Such other reasons set forth in Section 3319.17 of the Ohio Revised Code.

B. NOTIFICATION OF ANTICIPATED RIF:

1. If the Board determines that a reduction in force (“RIF”) may occur, the Board shall notify the Association in writing, not less than sixty (60) calendar days prior to the effective date of the RIF. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the teachers to be affected, the date of Board action to implement the RIF; and the effective date of the RIF.
2. Within ten (10) calendar days of receipt of the notification, representatives of the Board and the Association shall meet to review the proposed RIF.

C. IMPLEMENTATION:

1. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:
  - a. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
  - b. In accordance with Section 3319.17 of the Ohio Revised Code
2. Layoff shall occur by suspension of contract. Limited contract teachers whose contracts are not nonrenewed in accordance with Article 11, shall have their limited contracts renewed and then suspended to implement the layoff.
3. A teacher to be laid off due to a RIF shall be given thirty (30) calendar days advance written notification prior to the of the effective date the RIF. A teacher who is notified that he/she is to be laid off will have the right to displace any less senior teacher whose work he/she is certificated to perform if the reduced in force teacher has a greater rating on the educator performance portion of his/her evaluation than the less senior teacher. Written notice of intent to exercise this right must be given to the Superintendent with a copy to the Association, within three (3) days after a teacher is notified that he/she is to be laid off. Within three (3) days after he/she receives such notification, the Superintendent will notify the less senior teacher that he/she is to be displaced. A teacher who displaces another teacher will be placed on the proper step of the salary schedule for the new position according to his/her experience and education and will retain all of his/her accrued benefits.

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

D. SENIORITY:

1. In making a reduction in force pursuant to this Article and determining which teacher(s) shall be subject to said reduction in force, the Board of Education shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Evaluations shall be deemed comparable if their ratings on the educator performance portion of their evaluations (accomplished, skilled, developing, or ineffective) are the same.
2. In the event that seniority must be utilized in making a reduction in force due to teachers having comparable evaluations, seniority will be computed from a teacher's first day of providing actual services in the District in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff. Time spent on inactive pay status (unpaid leave) or time spent in a non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
3. A tie in seniority shall be broken by the following method to determine the most senior member:
  - a. The member with the earliest date of employment (date of hire); then
  - b. By lottery, with the most senior unit member being the one whose name is drawn first.
4. Seniority shall be lost when a bargaining unit member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.
5. The Association will be provided with a seniority list upon request.

E. LAYOFF RIGHTS:

A teacher on layoff status shall have the following rights:

1. The right to continue receipt of group insurance coverage at the employee's expense under COBRA.  

The employee must remit the required monthly premium amount to the Board Treasurer at least five (5) calendar days prior to the monthly payment date established by the insurance carrier.
2. The right to retain seniority credit during the period of layoff.

3. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.
4. Recognition of additional certification(s) earned or reported while on layoff status for recall purposes, provided such information is filed with the Board prior to recall.
5. The right to accept or refuse placement on the substitute list. Refusal of placement shall not impair the teacher's right to unemployment.

F. RECALL AFTER REDUCTION IN STAFF:

1. Teachers shall be recalled in accordance with Section 3319.17 of the Ohio Revised Code.
2. Notice of recall will be given by telegram or registered mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) calendar days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered. However, if a teacher is offered part-time and either accepts or rejects, the teacher will not be removed from the recall list.
3. A continuing contract teacher who is laid off will remain on the recall list for a continuing period of time, and a limited contract teacher who is laid off will remain on the recall list for a period of up to twenty-four (24) months, unless he/she:
  - a. Waives his/her recall rights in writing;
  - b. Resigns;
  - c. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position for which the teacher is qualified;
  - d. Fails to report to work in a position that he/she has accepted within ten (10) calendar days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed a reasonable amount of additional time before being required to report for work; or
  - e. Accepts a full-time teaching position for which the teacher is qualified in another school district.

4. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.
5. No transfer or reassignment shall be made during a period of RIF that prevents the recall of a teacher on layoff status. This provision shall not require the recall of a member not needed.
6. No current non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible teacher remains on layoff status, unless such employee holds a continuing contract within the District, is reduced from his/her current position and is eligible for such position based on contract status and seniority.
7. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off teacher.
8. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and credits towards sabbatical eligibility, will be restored to him/her upon his/her return to active employment, and will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher will not receive increment credit for time spent on layoff nor will such time count toward fulfillment of time requirements for acquiring tenure.

#### **ARTICLE 20 – CLASS SIZE AND LOAD**

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

#### **ARTICLE 21 – SEVERANCE PAY**

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

- A. Teachers with twenty (20) or more years of service with the Gallia County Local School District, or any of its predecessors, or any other school district in Ohio, shall be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum of sixty-seven (67) days.
- B. Teachers with ten (10) or more years of service with the Gallia County Local School District, or any of its predecessors, or any other school district in Ohio, shall be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum of fifty-two (52) days.

Payments under this provision shall be based on the teacher's per diem rate at the time of retirement. Severance pay shall be paid only after receipt by the Superintendent of written

evidence of approval of retirement benefits by the S.T.R.S. Payment will be made not later than thirty (30) days after the Superintendent receives such notice or not later than thirty (30) days after the end of the school year, whichever occurs later.

Bargaining unit members who provide notice of resignation due to retirement to the district by November 1 of the school year will receive a one thousand dollar (\$1000.00) lump sum payment by separate check.

## **ARTICLE 22 – LPDC/TUITION REIMBURSEMENT**

- A. A local professional development committee (“LPDC”) shall be formed for the Gallia County Local School District in compliance with the appropriate provisions of the Ohio Revised Code. The LPDC shall also handle in-service, professional leave, and tuition reimbursement.
- B. The Board recognizes that the program of continuing education and training for teachers is beneficial to the education of children in the school district. Accordingly, the Board will establish a fund of thirty thousand (\$30,000) per fiscal year, from which it will reimburse fifty (50%) of the tuition costs of any teacher upon satisfactory completion by the teacher of college credit hours beyond a bachelor's degree in the teacher's area of certification/licensure or to obtain an advanced degree in education. Any unused portion of this fund in any year shall be accumulated to the fund for the next year.
- C. Satisfactory completion is defined as receiving a grade of "B" or the equivalent. Any teacher desiring such tuition reimbursement shall submit a request for such reimbursement within thirty (30) days before registration for such hours. If payment is not made to the teacher by the thirtieth (30<sup>th</sup>) day after the Board receives proof of satisfactory documentation, interest will accrue on the amount due the teacher at the rate of five percent (5%) per annum. Payment shall be made thirty (30) days after receiving proof of satisfactory completion of such hours.
- D. Payment shall be made only to teachers who have requested reimbursement in advance and shall not be made if the tuition reimbursement fund for the year, plus any accumulations from the previous year, has been depleted. In order to be eligible for reimbursement the class must have been approved by the LPDC as part of the teacher's IPDP.
- E. The tuition reimbursement form must be submitted as follows for approval:

Fall Semester – by July meeting date

Spring Semester – by December meeting date

Summer Semester/Sessions I & II – by April meeting date



- F. The allocated money is to be divided into four (4) sessions. Each session shall be allocated as follows:

Summer II	\$12,000
Fall	\$6,000
Spring	\$6,000
Summer I	\$6,000

- G. Once the money allocated for a session is depleted, all future requests for reimbursement for that session will be denied. Any money left over from a session will be placed into the following session for usage. The Treasurer will provide to the LPDC Chair an account of expenditures prior to the first Monday of each month's LPDC committee meeting
- H. All applicants shall apply for tuition reimbursement on a semester by semester basis. All applications will be assessed on a first come, first serve basis. The application will be emailed to the LPDC Chair for proper placement in the first come, first serve order. Once the full amount of the account has been exhausted, even if that class was approved by the LPDC for the IPDP, no tuition reimbursement payments will be issued.
- I. If the Tuition Reimbursement Fund is not exhausted at the end of each fiscal year (June 30) the remaining money shall be rolled over to the following fiscal year for use by bargaining unit members.
- J. Teachers returning to school to get their Master's Degree and seeking tuition reimbursement from the Board of Education must agree to remain employed by the Board of Education for at least three (3) years after obtaining said degree or must repay the money received as tuition reimbursement.

### **ARTICLE 23 – SUPPLEMENTAL CONTRACTS**

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

If a new supplemental position is created, it shall be posted in accordance with Article 15.

- B. Supplemental contracts are defined as contracts issued for duties beyond the normal classroom duties and/or responsibilities.
- C. The total number of teachers holding supplemental contracts may vary according to student enrollment, student participation, addition of programs, or discontinuance of an activity, however, the supplemental positions currently in existence will continue unless any of the aforementioned occur.
- D. For purposes of advancement on the supplemental salary schedule, a year's experience in the Gallia County Local School District will be considered a season within the supplemental activity area. Such years need not be consecutive.
- E. Prior years of experience in the same supplemental position, whether at the District or at another school district, will be considered when determining salary placement, provided such prior experience was for grades seven through twelve. It shall be the bargaining unit member's responsibility to provide the Board with verifiable proof of such prior experience.
- F. Members whose supplemental contracts are to be nonrenewed shall be so notified in writing no later than June 1<sup>st</sup>. The requirements of said notification shall be met through either a hand delivered notice or by regular U.S. mail.
- G. The appropriate administrator or Board approved individual responsible for the oversight of supplemental contracts may at the end of a season or after the completion of the supplemental contract obligations provide to the individual a summarized evaluation of their job performance.
  - 1. The evaluation shall have no implication/impact on the teachers limited or continuing contract.
  - 2. The evaluation shall serve to provide the individual with a plan of suggested improvements if deficit areas are noted.
  - 3. The evaluation shall not be the subject of a grievance.
  - 4. The individual may file a written response to the evaluation.
  - 5. The evaluation is not a mandatory obligation for the administration to complete.
- H. SALARY SCHEDULES/SUPPLEMENTAL:
  - 1. Supplemental Salaries:

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

2. Supplemental Salary Index:

**2019-2020 and 2020-2021 School Years**

	<u>0-3 yrs.</u>	<u>4-7 yrs.</u>	<u>8+ yrs.</u>
<b>CATEGORY I</b>	<b>INDEX</b>	<b>INDEX</b>	<b>INDEX</b>
	0.16	0.17	0.18
Head Varsity Basketball Coach (Boys & Girls)	5,283	5,613	5,943
Head Varsity Football Coach	5,283	5,613	5,943
Band Director	5,283	5,613	5,943
Head Varsity Volleyball Coach	5,283	5,613	5,943
<b>CATEGORY II</b>	<b>INDEX</b>	<b>INDEX</b>	<b>INDEX</b>
	0.075	0.085	0.095
Head Varsity Baseball Coach	2,476	2,807	3,137
Head Varsity Softball Coach	2,476	2,807	3,137
Head Varsity Wrestling Coach	2,476	2,807	3,137
Head Varsity Boys Track Coach	2,476	2,807	3,137
Head Varsity Girls Track Coach	2,476	2,807	3,137
Head Varsity Swim Coach	2,476	2,807	3,137
HS Vocal Music Director/Show Choir	2,476	2,807	3,137
Head Varsity Golf Coach	2,476	2,807	3,137
Head Varsity Cross Country Coach	2,476	2,807	3,137
LPDC Chairperson	2,476	2,807	3,137
Head J.V. Football Coach	2,476	2,807	3,137
Head J.V. Basketball (Boys and Girls)	2,476	2,807	3,137
Head J.V. Volleyball Coach	2,476	2,807	3,137
<b>CATEGORY III</b>	<b>INDEX</b>	<b>INDEX</b>	<b>INDEX</b>
	0.07	0.072	0.075
Varsity Cheerleader Coach (Fall Season/Winter Season)	2,311	2,377	2,476
Assistant Varsity Wrestling Coach	2,311	2,377	2,476
Weight Room Supervisor	2,311	2,377	2,476
BLT Co-Chair (2 Per Building)	2,311	2,377	2,476
Assistant Varsity Track Coach	2,311	2,377	2,476
Open Gym Supervisor	2,311	2,377	2,476
Flag Corp Advisor	2,311	2,377	2,476
Head Yearbook Advisor	2,311	2,377	2,476
Assistant Varsity Football Coach	2,311	2,377	2,476
Assistant Varsity Basketball Coach	2,311	2,377	2,476

**CATEGORY IV**

	INDEX	INDEX	INDEX
	0.06	0.062	0.065
Jr. High Football Coach	1,981	2,047	2,146
Jr. High Boys Basketball Coach 7th Grade	1,981	2,047	2,146
Jr. High Boys Basketball Coach 8th Grade	1,981	2,047	2,146
Jr. High Girls Basketball Coach 7th Grade	1,981	2,047	2,146
Jr. High Girls Basketball Coach 8th Grade	1,981	2,047	2,146
Jr. High Cross Country Coach	1,981	2,047	2,146
Jr. High Cheerleader Coach	1,981	2,047	2,146
Jr. High Wrestling Coach	1,981	2,047	2,146
Freshman Cheerleader Coach	1,981	2,047	2,146
JV Baseball Coach	1,981	2,047	2,146
JV Softball Coach	1,981	2,047	2,146
JV Cheerleading Coach (2 seasons/7th grade/8 <sup>th</sup> grade)	1,981	2,047	2,146
Jr. High Track Coach	1,981	2,047	2,146
Yearbook Middle School if not included in HS book	1,981	2,047	2,146
Freshman Volleyball Coach	1,981	2,047	2,146
Jr. High Volleyball Coach	1,981	2,047	2,146
Freshman Basketball Coach (Boys and Girls)	1,981	2,047	2,146
Assistant Swim Coach	1,981	2,047	2,146

**CATEGORY V**

	INDEX	INDEX	INDEX
	0.05	0.052	0.055
Drama Director	1,651	1,717	1,816
Beta Club High School	1,651	1,717	1,816
Student Council & Developmental Assets/Prevention	1,651	1,717	1,816
Academic Quiz Bowl Advisor	1,651	1,717	1,816
HS/Jr high Tech Coordinator	1,651	1,717	1,816

**CATEGORY VI**

	INDEX	INDEX	INDEX
	0.03	0.032	0.035
Mock Trial	991	1,057	1,156
Academic Festival Advisor	991	1,057	1,156
Jr. Class Advisor	991	1,057	1,156
Senior Class Advisor	991	1,057	1,156
National Honor Society	991	1,057	1,156
National History Day	991	1,057	1,156
Beta Club Jr High	991	1,057	1,156
Community Service Club (Key/Leo)	991	1,057	1,156
Elementary Tech Coordinator	991	1,057	1,156
Assistant Jr, High Football Coach	991	1,057	1,156
Science Fair	991	1,057	1,156

**CATEGORY VII**

	INDEX	INDEX	INDEX
	0.01	0.012	0.015
9th Grade Advisors	330	396	495
10th Grade Advisors	330	396	495
SCORES Advisor	330	396	495
Beta Club Elementary	330	396	495
Art Show Advisor	330	396	495

Athletic Coverage Fee for South Gallia HS / River Valley HS \$25.00 per game (up to \$2,500 per school year for each high school).

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

**ARTICLE 24 – INSURANCE**

A. Effective July 1, 2020, each employee shall pay nine percent (9%) of the overall insurance premium. For all employees hired prior to August 1, 2015, if two (2) employees are married, the Board of Education shall pay One Hundred Percent (100%) of the health insurance premiums for a family plan, or two (2) single plans, for the employees. The benefit levels of the insurance plan shall be provided to the members.

A health insurance committee will be created comprised of ten (10) members: three (3) from the GCLEA, three (3) from the Board of Education, one (1) from the exempt staff and three (3) from the GLSSA. The Committee shall be responsible for reviewing the plan design and making recommendations regarding plan amendment. The Committee shall meet no later than March 1 of each plan year to review the plan in accordance with the requirements of this section and will meet on a regular basis until a plan is chosen. The Committee shall insure that the premiums for the Board’s default plan is no greater than \$21,500 (family plan) and \$8,500 (single plan during each year of the contract. The parties shall reconsider these caps when they negotiate a successor collective bargaining agreement. The Committee’s recommended plan shall be adopted by the Board so long as it is within the cost parameters of this section. In addition, the Committee will work with the Board to secure some additional plan options that may be obtained by the membership via an annual memorandum of understanding.

B. The Board agrees to provide each eligible full-time member of the bargaining unit with a thirty thousand dollar (\$30,000) term life insurance policy.

C. 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:

Bargaining unit members eligible for Board-paid contributions towards medical insurance coverages, who waive the right to insurance for one (1) full school year will receive a lump sum payment of Two Thousand Five Hundred Dollars (\$2,500) per school year. Should a teacher elect to participate in the program, the teacher must complete a waiver of coverage form and submit to the Benefits Specialist. A teacher who withdraws from the program may not re-enter same until the following year.

3. Involuntary Changes In Insured Status:

Any eligible bargaining unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved health insurance plan(s). Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month. Such re-entry into the insurance program shall preclude the teacher from receiving the medical insurance waiver payment within the same year on a pro rata basis in lieu of coverage as indicated above.

4. Voluntary Changes to Insured Status:

Subject to provisions in paragraph 3 above, any bargaining unit member who elected to opt-out of the Board approved health insurance plan provided in this Agreement may enroll in the Board-approved health insurance plan(s) during the next annual 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 in paragraph 2 above. Members shall have the option of receiving such reimbursement in a lump sum payment the second pay in June or on a monthly basis beginning one (1) month after filing the application form.

D. Section 125 Plan

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

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

F. Spousal Eligibility

This section shall apply only to employees who began their employment with the Board on or after July 1, 2015.

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and prescription drug insurance sponsored by his/her employer or any public retirement plan that is affordable as defined under the Affordable Care Act, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage within thirty (30) days of the spouse becoming eligible for group health insurance through his/her employer.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits.

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

Every employee whose spouse participates in the Board of Education's group health insurance coverage and prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan within thirty (30) days of the spouse becoming eligible for group health insurance. Additional documentation may be required.

If the employee submits false documentation the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

G. Nurse Practitioner

1. The Board will implement a program under which members may utilize the services of a specific nurse practitioner in lieu of obtaining services through a traditional physician's office toward which the Board will pay for utilization by all persons District-wide covered under the insurance plan provided by the Board. The Board will pay up to thirty-six thousand (\$36,000) each year to be allocated equally amongst the participating nurse practitioners as determined by the Insurance Committee for utilization by all persons District-wide covered under the insurance plan provided by the Board. The unused portion of said amount shall not carry over to subsequent years. The Board shall inform the employees on July 1 of each year of the nurse practitioners whose services will be directly paid for. This section does

not apply to employees who are not covered by, have opted out of, or are not eligible to enroll in the Board’s health insurance plan.

2. The Administration shall provide the Insurance Committee with an updated accounting of the total expenditures from the nurse practitioners account on a monthly basis. Once the account has been depleted a notice will be sent to all employees informing them of this in order for them to make alternative plans for services.

**ARTICLE 25 – SALARY SCHEDULE**

- A. There shall be no increase on the base salary for the 2019-2020 and 2020-2021 contract years. However, the parties shall reopen and renegotiate the base salary for the 2020-2021 contract year if the District receives significant funding in response to the power plan devaluation to reduce the District’s deficit in its entirety.

Any non-bargaining unit member who receives a supplemental, stipend, wage increase, or any improvement in insurance coverage, including payments or reimbursements toward premium payments, will result in all bargaining unit members receiving the same benefit.

- B. INDEX SCHEDULE:

<b><u>YRS. EXP.</u></b>	<b><u>BACHELOR</u></b>	<b><u>150 HOURS</u></b>	<b><u>MASTERS</u></b>
0	1.0000	1.0750	1.1500
1	1.0400	1.1225	1.2054
2	1.0800	1.1700	1.2608
3	1.1200	1.2175	1.3162
4	1.1600	1.2650	1.3716
5	1.2000	1.3125	1.4270
6	1.2400	1.3600	1.4824
7	1.2800	1.4075	1.5378
8	1.3200	1.4550	1.5932
9	1.3600	1.5025	1.6486
10	1.4000	1.5500	1.7040
11	1.4400	1.5975	1.7594
12	1.4800	1.6450	1.8148
13	1.5200	1.6925	1.8702
16	1.5600	1.7400	1.9256
20	1.6000	1.7875	1.9810
23	1.6400	1.8350	2.0364
27	1.6800	1.8825	2.0918
30	1.7200	1.9300	2.1472



**SALARY SCHEDULE  
GALLIA COUNTY LOCAL E.A.**

**2019-2020 and 2020-2021 Contractual Years - Teachers Salary Schedule**

<b>Years Experience</b>	<b>Bachelors Degree</b>	<b>150 Hrs. Degree</b>	<b>Masters Degree</b>
0	33,019.00	35,495.00	37,972.00
1	34,340.00	37,064.00	39,801.00
2	35,661.00	38,632.00	41,630.00
3	36,981.00	40,200.00	43,460.00
4	38,302.00	41,769.00	45,289.00
5	39,623.00	43,337.00	47,118.00
6	40,944.00	44,906.00	48,947.00
7	42,264.00	46,474.00	50,777.00
8	43,585.00	48,043.00	52,606.00
9	44,906.00	49,611.00	54,435.00
10	46,227.00	51,179.00	56,264.00
11	47,547.00	52,748.00	58,094.00
12	48,868.00	54,316.00	59,923.00
13	50,189.00	55,885.00	61,752.00
14	50,189.00	55,885.00	61,752.00
15	50,189.00	55,885.00	61,752.00
16	51,510.00	57,453.00	63,581.00
17	51,510.00	57,453.00	63,581.00
18	51,510.00	57,453.00	63,581.00
19	51,510.00	57,453.00	63,581.00
20	52,830.00	59,021.00	65,411.00
21	52,830.00	59,021.00	65,411.00
22	52,830.00	59,021.00	65,411.00
23	54,151.00	60,590.00	67,240.00
24	54,151.00	60,590.00	67,240.00
25	54,151.00	60,590.00	67,240.00
26	54,151.00	60,590.00	67,240.00
27	55,472.00	62,158.00	69,069.00
28	55,472.00	62,158.00	69,069.00
29	55,472.00	62,158.00	69,069.00
30	56,783.00	63,727.00	70,899.00

## **ARTICLE 26 – NON-TEACHING DUTIES**

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

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

## **ARTICLE 27 - STRS PICK-UP REDUCTION METHOD**

- A. The Treasurer is hereby authorized to contribute to STRS in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of being paid by each employee through a salary deduction and forwarded to STRS on behalf of each employee by the Treasurer. The amount contributed by the Board on behalf of each employee shall be treated as deferred salary otherwise payable to such employee in cash before the STRS deductions.
- B. The Treasurer is also directed to prepare and distribute an addendum to each affected certificated employee's contract which states:
  - 1. That the employee's contract salary is being restated as consisting of:
    - a. a cash salary component and
    - b. a "pick-up" component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee;
  - 2. That the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certificated employee, and;
  - 3. That sick leave, personal leave and severance pay shall be calculated upon both the cash salary components and "pick-up" component of the employee's restated salary. All subsequent contracts and salary notices for those affected certificated employees shall include the provisions of this addendum.
- C. The Board's total combined expenditures for each affected certificated employee's total contract salary payable in accordance with this section (including "pick-up" amounts) including its employer contribution to STRS shall not be greater than the amount the Board would have paid for each affected certificated employee had this section not been included in the Agreement.
- D. The Treasurer shall compute and remit its employer contribution to STRS based upon the total contract salary, including the "pick-up." The Treasurer shall report for Federal and

Ohio income tax purposes as an employee's gross income, the employee's total contract salary less the amount of the "pick-up." The Treasurer shall report for municipal tax purposes the employee's total contract salary including the amount of the "pick-up."

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

### **ARTICLE 28 – ENTRY YEAR MENTOR PROGRAM**

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

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

### **ARTICLE 29 – SCHOOL PROCEDURES AND BOARD POLICIES**

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

### **ARTICLE 30 – TEACHER PRIVILEGES**

- A. If a teacher is eligible to enroll their child(ren) through open enrollment, and the teacher wishes the child(ren) to attend the Gallia County Local School District, the child(ren) will be enrolled through that program. Members of the bargaining unit who live outside the Gallia County Local School District who are not eligible to have their child(ren) attend through open enrollment, may elect to have their child(ren) attend the Gallia County Local School District without the payment of a tuition fee under the following conditions:
  1. Member's child(ren) must meet the requirements established by the Board for tuition students and be approved by the Superintendent.
  2. Members must provide own transportation.
  3. Acceptance does not violate State Board of Education Minimum Standard enrollment requirements in classroom(s) assigned.
  4. Child(ren) shall remain at the same school until they either graduate and/or are promoted to another school at which each must remain. Exception: Should a member be involuntarily transferred to another school, child(ren) may attend the school to which the member has been transferred if appropriate level.

5. Students must participate in athletics at one school only and must comply with Ohio High School Athletic Association requirements.
6. Gallia County Local School District must have an available program and/or enrollment does not require any additional cost to the Board.
7. The student has an acceptable discipline and attendance record and maintains the same.
8. The student must comply with and meet all requirements of the Ohio State Board of Education and other legal governing bodies.
9. Written application for admission to the Gallia County Local School District must be made by August 1 to the Superintendent.

Teachers shall have the right to enroll their child(ren) in the District's pre-school program pursuant to this section subject to availability and enrollment limitations, with priority given to tuition-paying pre-school students.

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

#### **ARTICLE 31 – ANNUAL SALARY NOTICE**

The provisions of Section 3319.12 of the Ohio Revised Code shall not apply to members of this bargaining unit.

#### **ARTICLE 32 – HEALTH AND SAFETY**

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

#### **ARTICLE 33 – EMPLOYMENT OF RETIRED TEACHERS**

- A. The re-employment of retired teachers may be considered when filling vacancies in subject areas that may be difficult in which to find qualified candidates as determined by the Board.
- B. For purposes of this Article, a retiree is defined as a certificated staff member who has retired through a state or privately sponsored teacher's retirement system and is receiving a monthly stipend from said retirement system.
- C. The Board retains the right to decide whether to hire a retiree and that decision will be made on a case by case basis.

- D. A retiree shall be paid at the step as determined by the Superintendent.
- E. A retiree shall receive a one-year limited contract, which shall expire automatically at the end of the term. Continuation of employment of a retiree through offering new one-year limited contracts, which automatically expire, shall be at the election of the Board and upon the recommendation of the Superintendent. The provisions of this Agreement dealing with Non-Renewal (Article 11) and Contract Sequence (Article 6) shall not apply to retirees. A retiree is not eligible for a continuing contract regardless of years of employment with the Board.
- F. A retiree shall accumulate and may use sick leave in accordance with Article 14 of this Agreement but is not entitled to severance pay under Article 21 of this Agreement or under law upon the conclusion of employment as a retiree.
- G. A retiree shall not be entitled to participate in the hospital, surgical, prescription, major medical and dental benefits provided to bargaining unit members under Article 24 of this Agreement. Re-employed retirees will be eligible for all other Board provided benefits except as noted herein, including, but not limited to, life insurance coverage specified in Article 24 of the Agreement.
- H. Subject to these provisions, the retiree shall be a member of the bargaining unit, and entitled to all of the rights and benefits of the Gallia County Local Education Association/OEA/NEA.
- I. A retiree shall not accumulate seniority in the bargaining unit, shall be considered the least senior professional employee in their area of certification/licensure, shall be the first to have their contract suspended, shall have no bumping rights, and shall have no right to recall in the event of a reduction in force under Article 19 of this Agreement and/or Section 3319.17 of The Ohio Revised Code.
- J. Re-employed retirees are entitled to receive reimbursement for college coursework in accordance with Article 22. The coursework shall only be such work that is necessary to maintain their certificate or license.
- K. The Board agrees to notify the Association of all retirees employed, along with their assignment.

#### **ARTICLE 34 -SODA**

- A. The Administration shall determine the number of individuals needed to grade the yearly coursework of students enrolled in the Southern Ohio Digital Academy (“SODA”). Such work shall first be assigned by the Administration to teachers who have availability in their daily work schedules, provided such teachers receive their preparation time and lunch break required by Article 12, Section C and D of this Agreement. Such teachers shall not receive any additional compensation for performing such work.

- B. In the event that additional teachers who do not have availability in their daily work schedules are needed to grade yearly coursework of students enrolled in SODA, the Administration shall notify the teaching staff of such need, and the teachers interested in performing such work shall apply to the Administration. The Administration shall determine which teachers will be assigned such work in accordance with Article 15, Section B(2) of this Agreement. Such teachers will be paid an annual stipend of Five Hundred Eighty Dollars (\$580) for performing such work. In the event that such teacher is required to grade the coursework of more than thirty (30) SODA students at a particular time, the teacher shall receive additional annual stipend of Five Hundred Eighty Dollars (\$580). Such stipends shall be paid in the last pay of the school year.
- C. If no bargaining unit members are available or otherwise apply to grade the yearly coursework of students enrolled in SODA, the Administration may offer such coursework to non-bargaining unit members.
- D. Teachers shall not have any students assigned to their physical classroom setting during the period that they grade the coursework of SODA students.

**ARTICLE 35 – DURATION**

This agreement shall become effective at 12:01 A.M. on July 1, 2019 and shall continue in full force and effect until midnight June 30, 2021.

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

**GALLIA COUNTY LOCAL BOARD OF EDUCATION**

FOR THE BOARD:

FOR THE ASSOCIATION:

*Ben James*      1/27  
 BOARD, President      Date

*Melinda Phelan*      1/22/2020  
 Association President      Date

*John [unclear]*      1-22-20  
 BOARD, Superintendent      Date

*Kelli Daves*      1/22/2020  
 Team Member      Date

*Lily Blewins*      1/27/20  
 BOARD, Treasurer      Date

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

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

**Grievance Report**

**(Submit to Supervisor in Duplicate)**

Building	Assignment	Name of Grievant	Date Filed

**LEVEL II**

A. Date Cause of Grievance Occurred \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. 3. Disposition by Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**LEVEL IV**  
**GRIEVANCE MEDIATION**

A. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Date Submitted to Mediation \_\_\_\_\_

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

**LEVEL V**

A. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Date Submitted to Arbitration \_\_\_\_\_

C. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date