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AGREEMENT BETWEEN

THE GALLIA COUNTY LOCAL BOARD OF EDUCATION

AND

THE GALLIA COUNTY LOCAL EDUCATION ASSOCIATION

JULY 1, 2025 THRU JUNE 30, 2028

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ARTICLE 1: RECOGNITION

A. The Gallia County Local Board of Education recognizes the Gallia County Local Education Association, OEA/NEA Local, as the sole and exclusive bargaining representative on matters related to wages, fringe benefits, and other terms and conditions of employment, and on the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. The bargaining unit shall be limited to all full-time certificated employees under regular contract; should their positions be reduced they will remain represented by the Gallia County Local Education Association as part of the bargaining unit.

Employees in the following assignments are excluded from the bargaining unit:

1. Superintendent
2. Transportation Director
3. Principals
4. Student Services Director
5. Family Liaisons
6. Preschool Director
7. Any other administrative, supervisory and confidential personnel as defined in Chapter 4117.01 (F), (J), (K) and (L) of the Ohio Revised Code.

The Board further agrees that the Union representation shall include any newly created full-time teaching position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code. All other employees in the school district are excluded from the bargaining unit.

B. A full-time bargaining unit member shall be defined as one who works at least five and one-half (5 ½) hours per day for a minimum of one hundred eighty-two days per year.

C. Members of the bargaining unit shall have the right to join or not to join the Association and membership shall not be a prerequisite or condition of employment or continued employment.

ARTICLE 2: NEGOTIATIONS PROCEDURE

A. GOOD FAITH NEGOTIATIONS:

"Good Faith" bargaining requires that the Association and the Board be willing to listen and react in a professional manner to each other's proposals. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith for the purpose of affecting an exchange of facts, opinions, proposals, and counter-proposals in a sincere effort to reach a mutual understanding and agreement on all appropriate matters submitted for negotiation.

If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counter-proposal or give reason why the proposal is unacceptable. "Good Faith" requires both parties to recognize that negotiation is a shared process for the purpose of attaining mutual understanding. However, nothing herein requires either party to agree to make a concession or to compel either party to agree to a proposal.

B. 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.

C. 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. 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.

D. NEGOTIATING TEAMS:

Negotiations shall be conducted in executive session by teams representing the respective parties, each team to consist of no more than eight (8) persons, inclusive of lay or professional consultants. The selection of the team shall be at the sole discretion of each party.

E. 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. The Association/Board reserves the right to raise additional issues during negotiations that arise as a result of discussions with the Board and/or to counter Board proposals.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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 calculators, copiers, public address equipment, and audio visual equipment, upon 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.

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 school 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.

F. To allow representatives to address members at staff meetings, at Board-directed inservice, and/or call meetings of the Association members within the building, but not during 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 at least three (3) business days 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, if needed.

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 are employment-related matters. The Administration will provide bargaining unit members written notice if any meeting is to be disciplinary in nature.

L. The Board agrees to provide the Association access to all new employee orientation meetings, with exclusive time to discuss union issues and membership. The Board further agrees to provide the union president with at least ten (10) full business days' notice of all employee orientation meetings.

M. Contact Information- The Board agrees to provide the Association president with contact information including name, home address, telephone number, work email, work location, department, and job title of each bargaining unit member annually, and to provide regularly updated information of changes including but not limited to retirements and resignations. New employee information will be provided within five (5) full business days of employment.

N. 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.

O. MEMBERSHIP CANCELLATION - Any individual who wishes to cancel their membership must notify the Association Membership Chair, Association President, District and Association and Treasurers in writing and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

P. If the United States Supreme Court reverses the *Janus* decision on fair share and membership, Article 3 (L & M) of the 2019-2022 contract will be reinstated into the CBA without bargaining.

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 emailed to the staff member's work email address.

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 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 thisagreement. All expenses for the arbitrator shall be shared equally by the Board and the Association.

ARTICLE 6: POLICY AFFECTING EMPLOYMENT

A. GENERAL:

1. The Board and the Association understand the importance of a collaborative climate and a working environment free of hostility, intimidation or coercion and mutually agree that all interactions between members and administration will remain professional and respectful.

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

3. It is agreed to by both parties that there shall be no employment harassment, bullying or 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, sexual orientation, political affiliation, veteran status or handicap.

Further, all personally identifiable and medical information relating to any of the above shall be considered confidential information and will not be released except as required by Local, State, or Federal law. The Board of Education shall respect and uphold each employee's right to privacy and constitutional rights as citizens.

4. 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 while off the district campus without reprisal in any form.

   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 or cause substantial disruption in the District; however, staff members shall not publicly speak or write negative comments about the District without first attempting to resolve issues through the proper chain of command.

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.

7. The administration agrees to address staff concerns regarding health and safety when there is an identifiable issue that can be reasonably addressed. Such concerns should be emailed to the building administrator by the building representative. The administration will respond to staff about how the issue will be addressed.

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
6.	Sixth Contract	-a five (5) year limited contract

If a teacher receives a "Developing or Ineffective Rating" in her or his most recent evaluation and is at the end of a limited contract, he or she is eligible for no more than a two year limited contract. This can be repeated until the teacher receives a "Skilled" rating or higher on his or her most recent evaluation. Both the board and the association agree to allow this provision in the contract to supersede R.C. 3319.11.

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) years 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, building administrators 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 concerns and to work collaboratively to find and implement reasonable solutions.

The Chain of Command for the Association will be as follows:

1. Building representatives bring concerns to the principal in writing.

2. The building principal will respond in writing to the building representatives. Both parties will mark each concern as resolved or unresolved.

3. The building principal will share all concerns with the Superintendent. The Superintendent will meet with building principals and union representatives to resolve any issues that were not resolved at the building level.

4. Unresolved issues will result in a grievance if the issues are a violation of the contract.

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:

Bargaining unit members shall receive payment in twenty-six (26) equal installments per year for the duration of this contract; unless there are twenty-seven (27) paydays, then the bargaining unit members shall have their annual salary divided by 27. The Treasurer will inform the bargaining unit when the 27th pay period is required.

B. PAY DAY:

In the event the regularly scheduled 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. 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 within 30 days.

ARTICLE 9: PAYROLL DEDUCTIONS

A. DEDUCTIONS:

1. Certified employees may sign and deliver to the Board an authorization for deductions 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 at no cost to the employee of the association.

   The Association Treasurer shall notify the Board's Treasurer no later than September 15 the amount of local dues to be included with the regular membership dues and all money deducted shall be forwarded monthly to the Ohio Education Association as stipulated by the agreement between the Association and the Treasurer. Each monthly dues transmittal will include a report that includes the name of each member for whom the deduction was made and the amount deducted from the member's pay.

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 or personal harassment, 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, while investigating the alleged offense.

d. Fourth Step - Termination.

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

Three incidents during one calendar year which warrant discipline to be issued will result in a last chance agreement which will remain in effect for two years from the last incident. If a fourth discipline incident is warranted within those two years, the employee may be terminated, pursuant to 3319.16. A fourth discipline incident beyond those two years but within 5 years will result in the reinstating the last chance agreement.

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 shall 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. A staff member may choose to waive the 24 hour period prior to a disciplinary hearing. This must be completed in writing. An email is considered to be in writing.

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 sealed 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 sealed from the member's personnel file after five (5) years, barring further similar problems. Any items removed from a personnel file must still be retained in accordance with Ohio Public Records Law (R.C. 149.43).

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, along with his/her representative 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 Article 5 of this agreement.

H. The termination of the bargaining unit member shall be in accordance with Sections 3319.16 and 3319.161 of the Ohio Revised Code, and not subject to the Grievance procedure in this agreement.

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, and not subject to the Grievance Procedure in this agreement.

ARTICLE 12: SCHOOL DAY AND YEAR

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).

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, including intervention specialists, 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, including intervention specialists, shall have one (1) planning and conference period per day of at least 45 minutes. No more than one planning meeting per week will occur as part of preparation time, except in the case of emergencies. The District will incorporate four (4) early dismissals during the school year to allow for additional planning time, data collection and analysis, or other tasks related to teaching expectations.

D. Lunch Breaks:

Each bargaining unit member 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. Parent-Teacher conferences will consist of twelve (12) hours per school year which included two (2) hours of open house.

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. The proposed calendar(s) will be presented to the Board of Education for final selection.

G. Professional Development Days

The Board recognizes the value of teacher input when planning professional development days. The Association recognizes that certain courses and/or topics are mandatory. Whenever possible, the association will be provided with an opportunity to share teacher-identified needs with their building administrator to be considered when setting professional development agendas for the district.

1. Additional professional development offered by the District that occurs outside of the school day and/or the school year will be paid by the District at a rate of $32.00 per hour; unless it is being paid through a grant.

ARTICLE 13: PERFORMANCE EVALUATION PROCEDURE

The provisions of this article expressly supersede ORC 3319.11 to the extent permitted by law, and are in accordance with ORC 3319.111; and in accordance with HB 164, HB 197, and HB 404, and SB 216 regarding the impact on the Ohio Teacher Evaluation System 2.0.

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.

Teachers subject to the Ohio Teacher Evaluation System (OTES 2.0), shall be evaluated in accordance with the Standards-Based Evaluation Policy adopted by the Board in consultation with teachers pursuant to sections 3319.111 and 3319.112 of the Ohio Revised Code, and approved by the State Board of Education.

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

If a teacher is assigned to a building in which the administrator performing the evaluation has a conflict of interest, and receives an observation rating of Developing or Ineffective, the administrator and/or the teacher will inform the Superintendent in writing. The Superintendent shall assign a different credentialed administrator to perform the teacher's second observation upon written request by the bargaining unit member. The reason for the conflict of interest shall be specified in the request. If a non-renewal is recommended, the teacher can also request their third observation be completed by a different credentialed administrator.

No teacher shall be tied through Roster Verification to students for which they do not provide direct instruction.

All other bargaining unit members shall be evaluated in accordance with the procedures and requirements set forth below utilizing forms approved by the ODE. If a member is assigned to more than one building, one administrator will be designated as the evaluator, but multiple administrators may complete observations to contribute to the overall evaluation.

Professional Development

The Board will provide training for teachers on the components of the teacher evaluation procedure, the evaluation standards for Ohio Educators, rubrics, tools, processes, and the use of High Quality Student Data (HQSD) to inform instruction no later than September 15th.

Credentialed Evaluators

The Board will use credentialed evaluators as defined in ORC 3319.111 (D.). All components and procedures of OTES 2.0 shall be conducted by an administrator who: (1.) Is eligible to be an evaluator in accordance with ORC 3319.111 (S.); and (2.) Holds a credential established by ODE for being an evaluator. Every evaluator must complete State sponsored evaluation training and is required to pass credentialing/recredentialing assessment.

Application

Definition of "Teacher" Notwithstanding Ohio Revised Code 3319.09, this Article applies to District employees who meet one of the following categories:

1. Any person who is employed under a teacher license issued under Ohio Revised Code (ORC) Chapter 3319 who provides student instruction; or

2. Any person who is employed under a professional or permanent certificate issued under former ORC 3319.222 who provides student instruction.

This article does not apply to anyone who is employed as a substitute teacher.

B. Purpose

The purpose of the evaluation program is to:

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

2. Foster professional growth and to improve the quality of instruction that students receive.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational practices that will provide the greatest opportunity of increasing student learning and academic growth.

4. To identify teacher competence and inform employment decisions (retention, promotion, and dismissal of poorly performing teachers).

C. General Provisions

The teacher evaluation program (OTES 2.0) shall support the identification of instructional strengths, professional growth and specific areas, if applicable, in which the individual needs improvement.

Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.

This article does not apply to teacher supplemental contracts, or teachers employed as substitutes.

Evaluators must be visible for all formal observations. Eavesdropping and/or listening over the PA system shall be prohibited. The use of audio/video components as part of the evaluation procedure is only permitted if the teacher consents in writing.

D. Evaluation Committee

Article 13 shall be submitted to an ongoing committee composed of the four Association members, appointed by the Association President; and four administrators including the superintendent to review and to make recommendations to Article 13. Recommendations for changes to Article 13 will be submitted to the Association President and the Superintendent for final agreement and approval when necessary change is needed. The committee will also ensure that all measures of high-quality student data (HQSD) adhere to the relevant criteria established by the Ohio Department of Education. Association members will consist of DLT members and may rotate yearly. Association representation should reflect high school, middle school, elementary, and pre-school educators within the committee.

E. Schedule/Frequency of Evaluation Cycles/PGPs/IPs

1. In accordance with ORC 3319.111 (C) (1), each teacher shall be fully evaluated at least once each school year, except as otherwise provided by statute and this Article. All evaluations will be completed by May 1st and each teacher will be provided with a written report of the results of the evaluation process by May 10th. Formal observations may begin after September 15th.

2. Professional Growth Plans/Improvement Plans are to be completed by teachers after training on the components of OTES 2.0 has been provided for teachers. Professional Growth Plans will include no more than two focus areas/goals.

    a. **Professional Growth Plan**

        Teachers develop Professional Growth Plans annually to help them identify areas of professional development that will enable them to enhance their practice. Teachers are accountable for implementing and completing the plan and should use it as a starting point for the school year. Professional Growth Plans cannot replace Individual Professional Development Plans (IPDP), nor can Individual Professional Development Plans replace Professional Growth Plans.

Professional Growth Plans should reflect the evidence available and focus on the most recent evaluation and observations. The school or district should allow for professional development opportunities and support the teacher by providing resources (e.g., time, financial, and/or access to professional development). Professional Growth Plans must be clear and comprehensive. Professional Growth Plan goals should be monitored and discussed with the evaluator during the year. The Ohio Teacher Evaluation System 2.0 is a growth model design. As such, it is expected that teachers will make progress on their Professional Growth Plan thereby leading to enhanced instruction and increased student learning.

b. Improvement Plan

The Ohio Teacher Evaluation System 2.0 calls for an educator who has a Final Holistic Rating of Ineffective to be placed on an evaluator-created written Improvement Plan. However, districts have discretion to place any teacher on an Improvement Plan at any time based on any individual deficiency in the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement. The purpose of an Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development or targeted support. If the teacher does not take the corrective actions within the time specified in the Improvement Plan, the evaluator may make a recommendation either to dismiss the teacher or continue the plan.

When an administrator initiates an Improvement Plan, he or she must:

- Identify, in writing, the specific area(s) for improvement, aligned to the Ohio Standards for the Teaching Profession;
- Specify, in writing, the level of performance the teacher is expected to reach and a reasonable timeframe to correct the deficiencies;
- Develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance;
- Conference with the teacher, if requested by the teacher, up to 4 times per year;
- Determine additional education or professional development the teacher needs to improve in the identified area(s); and
- Gather evidence of progress or lack of progress.

An evaluator must reassess the educator's performance in accordance with the written plan. This reassessment should include multiple performance observations. When the reassessment is completed, if the evaluator has documented an acceptable level of performance improvement, the teacher may transition to a Professional Growth Plan. If the teacher's performance continues to be a concern, the administrator may reinstate the Improvement Plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

3. Where permissible by statute and this Article, the evaluator will attempt to complete one formal observation in each semester.

4. No formal observation will occur three days prior to or after a break consisting of three or more days; or when a teacher has been absent for three or more consecutive days due to to illness or professional development.

5. Any teacher who received a final rating of **accomplished** on the most recent full evaluation conducted under this section may be fully evaluated once every three school years., so long as the teacher submits a self-directed professional growth plan to his/her evaluator that is focused on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. During the years that the teacher is not subject to a formal evaluation, the teacher shall be subject to one formal observation per year and shall have at least one conference per year with his/her evaluator. Said conference may include a discussion regarding progress on the teacher's professional growth plan.

6. Any teacher who received a final rating of **Skilled** on the most recent full evaluation conducted under this section may be fully evaluated once every two school years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that is focused on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. During the years that the teacher is not subject to a formal evaluation, the teacher shall be subject to one formal observation per year and shall have at least one conference per year with his/her evaluator. Said conference may include a discussion regarding progress on the teacher's professional growth plan.

7. Any teacher who received a final rating of **Developing** on the most recent full evaluation conducted under this section shall be fully evaluated the following year. The teacher will develop a professional growth plan guided by the evaluator that is focused on specific areas identified in the observations and evaluation. The evaluator may hold frequent conferences with the teacher to monitor the teacher's progress on that plan.

8. The Ohio Teacher with a final holistic rating of **Ineffective** to be placed on a written Improvement Plan, created by the evaluator that is focused on specific areas of deficiency. Guidelines and consequences for failure to make corrections are outlined in the above Section (E. 2. b.) under *"Improvement Plan"*. The evaluator is expected to hold conferences with the teacher to monitor the teacher's progress on that plan. If the teacher does not take the corrective actions within the time specified in the Improvement Plan, the evaluator may make a recommendation either to dismiss the teacher or continue the plan. A teacher with this rating may have an Association Representative present during conferences if desired.

9. The Evaluator may elect not to conduct an evaluation of a teacher who was on leave from the school district for fifty percent (50%) or more of the school year, as calculated and defined by the Board.

10. The Board may elect not to conduct an evaluation of a teacher who has submitted a notice of retirement and that notice has been accepted by the Board, not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

F. Evaluation Procedures

1. Each full evaluation cycle will consist of at least two (2) Formal Observations of at least thirty (30) consecutive minutes in length; and, a minimum of two (2) Informal Observations/walkthroughs per evaluation and will be less than thirty (30) minutes in length.

2. The first Formal Observation in each school year will be completed on a date and time mutually agreed upon by the Evaluator and the teacher and will be followed by a post conference. This post conference will serve as another opportunity for the teacher to provide additional evidence concerning his/her evaluation. The second Formal Observation will be announced at least 24 hours prior to the Observation. The third Formal observation, if warranted, may not be announced prior to the observation.

3. All pre and post conferences will be conducted in a face-to-face professional conversation format when requested by either party.

4. A post conference will be held within five (5) working days of a formal observation unless the Evaluator or teacher is absent from school or other extenuating circumstances.

5. The administrator conducting the evaluation shall provide the results to the teacher for his/her acknowledgement by written or electronic pin on Ohio Evaluation System (OhioES) within ten (10) working days of the post conference. Once the teacher acknowledges receipt by entering his/her pin into the Ohio Evaluation System, the administrator may forward that receipt to the Superintendent.

6. After the final post conference, the teacher will have five (5) working days to review the written evaluation report rating and provide any additions of evidence to that rating. The Evaluator may make changes to the rating based on evidence, and shall submit it to the teacher before the final submission is sent to the Superintendent.

7. In the event a teacher disputes the results of the evaluation report, the teacher shall state his/her evidence-aligned objections in writing and attach such as a permanent addendum to the evaluation form and/or written evaluation report within ten (10) working days of the evaluation conference.

8. If the Evaluator has concern(s) that may lead to non-renewal, then (a.) the concerns should be communicated to the teacher within fifteen (15) working days of the second post conference; and (b.) the second formal observation should occur as early in the second semester as possible.

9. Each teacher on a limited contract or extended limited contract and who is under consideration for nonrenewal shall have at least three (3) formal observations in his/her annual evaluation.

10. Upon written request to the Superintendent by the teacher, an additional formal observation by a credentialed Evaluator who did not conduct any of the previous observations conducted for that teacher shall be conducted as outlined in this contract. This observation will be added as evidence to other observations and included in the final holistic evaluation rating. The request for an additional observation should be received by the Superintendent within ten (10) working days of any prior observation. Within ten (10) working days of the request, the Superintendent will notify the teacher requesting the additional observation if an evaluator has been appointed, and who the evaluator will be. The additional observation will be conducted within ten (10) working days of such notification.

11. Any teacher being non-renewed will be notified in writing and receipt of that notification acknowledged by June 1st.

G. <u>Assigning Final Holistic Performance Ratings</u>

Each Formal Evaluation cycle will result in a final performance rating of "Accomplished", "Skilled", "Developing", or "Ineffective". Evidence of teacher performance will be gathered through formal observations, classroom walkthroughs/informal observations, professional conversations between the Evaluator and teacher, the use of High Quality Student Data, and other evidence of practice and professionalism, based on the Standards for Ohio Educators which are represented in the OTES 2.0 Performance Rubric. Final ratings will be based upon a preponderance of evidence.

ARTICLE 14: LEAVES OF ABSENCE

ALL leave types must be taken in at least half day increments.

A. Jury Duty/Witness Duty

1. Bargaining unit members will be paid at the regular rate of pay on regularly scheduled school days during which the employee is absent from duty for jury service. After absence from such duty, either reporting or serving, the bargaining unit member shall provide written documentation and return payment for services rendered to the Board Treasurer.

2. Days used on jury duty shall not be deducted from sick leave or personal leave and shall not be counted against unit members on school board attendance policies, attendance bonuses or personal leave reimbursement.

3. If the unit member is subpoenaed as a witness in court appearance for a case related to his/her job assignment within the Gallia Local School District, except where the unit member or his/her professional Association is a plaintiff in a case wherein the Board of Education is a Defendant, the unit member shall be paid by the Board as if the unit member has worked a normal day. If the member is called as a witness in a non-job related case, the member will be released without pay or use personal leave.

B. Military Leave

All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, Ohio Naval Militia, or members of other reserve components of the armed services of the United States, shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service or field training or active duty. The employee will be compensated the difference between such employee's regular compensation as provided by this Agreement and that received by him/her for military service. Proof of assignment shall be provided in the form of a copy of the military orders given to the School Treasurer and military pay stubs provided to the School Treasurer upon return from active status. The District will comply with USSERA and any issue not covered by this Section shall be governed by Ohio Revised Code Section 5923.05.

C. Personal Leave

1. Teachers shall be granted three (3) unrestricted days of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature, which cannot be conducted outside the regular school day. Personal leave cannot be used during the teacher's buildings State designated testing period (10 days), except in cases of an emergency or approved by the Building Principal. Any members using personal days shall notify the Building Principal two (2) days in advance, except in cases of emergency.

2. Personal leave may be taken in full or half day increments. Personal leave will not be deducted from sick leave.

3. If a member has personal leave days remaining at the end of the school year, those days can either be converted to sick days or paid compensation in lieu of personal leave. If converted, one (1) personal leave day converts to One (1) sick leave day. If cashed out, one (1) personal leave day will be compensated at the current substitute teacher rate. Determination by member must be made by June 1 each year for any remaining personal leave balance. If no determination is made, personal leave will be converted to sick leave.

D. Professional Leave

1. Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, and may include visitations to other schools. A professional leave fund shall be included in the amount of $20,000 per fiscal year to be used for the payment of the expenses of the certified teaching employees of the Gallia County Local School District.

2. Members may be granted professional leave if the request meets the following criteria:

   a. Directly related to their assigned duties as a member and aligned with their IPDP;

   b. Designed to improve the member's performance in their assigned duties.

3. Requests for professional leave will be submitted through the Principal for initial approval, to the LPDC to insure the alignment of goals, with final approval by the Superintendent or his/her designee at least thirty (30) days in advance of the requested date. The Superintendent shall deny or approve such professional leave request within thirty (30) days after he/she has received the leave request, with the Superintendent's decision being final. Denied requests shall include specific reasons in writing, upon request of the staff member.

4. Visitation to other schools will be restricted to schools within a reasonable distance, except under special circumstances.

5. Reimbursement for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.

6. Attendance shall be required at the professional meetings for which professional leave has been granted.

E. Sick Leave

1. Annual Allowance – Certified personnel in the Gallia County Local School District shall earn sick leave at the rate of one and one-fourth (1 ¼) days per month for a total of 15 days per year.

2. Accumulation – Employees may accumulate an unlimited amount of sick days.

3. Approved Use of Sick Leave – Sick leave is to be used by the employees of the Gallia County Local School District in half-day increments. Requests must be submitted using software provided by the District stating the reason for leave. Sick leave may be used for absence due to personal illness, doctor and dental appointments, pregnancy, injury, exposure to contagious disease, which could be communicated to others and for absence due to illness, injury or death in the employee's immediate family. (Reasons enumerated under the statutory provisions of Ohio Revised Code Section 3319.141 are acceptable). Employees taking sick leave after missing 10 days without a doctor's excuse will be required to provide an excuse from their provider for each day beyond 10 days or for missing five (5) or more consecutive days during the school year. Sick leave accumulation and days used each pay period will be listed on each pay stub.

4. Employees injured on the job may choose to file for Workers' Compensation rather than use their sick leave days.

5. An employee's immediate family for sick leave shall include; spouse, children, mother, father, brother, sister, mother in-law, father in-law, brother in-laws (2 days), sister in-law (2 days), stepmother, stepfather, stepchild, grandparents, and grandchildren and others living in the same household as the member.

6. A bargaining unit member's accrued sick leave and personal leave shall be shown on each paycheck stub.

7. Bargaining unit members who are absent for zero (0) days for any reason (which means no use of sick or personal leave) for an entire nine (9) weeks shall receive a perfect attendance bonus of five hundred dollars ($500.00) for each nine (9) week period in which they maintain perfect attendance as defined in this Article. An employee who misses only one day will receive $200. If a 9 week grading period is extended by the District, the original nine week period dates shall be used for this incentive.

    a. This bonus shall be paid within the next pay period after the last day of each such nine (9) week period in which it is earned.

8. 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, unless an employee has a documented long-term illness or quarantine;

    b. The Board may establish, without bargaining, additional awards/incentive programs 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.

Sick Leave must be used as indicated by this contract. Falsifying sick leave will result in disciplinary action.

F. Bereavement Leave

1. An employee shall be granted up to a three-day paid leave of absence in the event of death of a member of his/her immediate family. The three days do not need to be consecutive and will not be deducted from the member's sick leave accumulation. If additional time is needed, the Superintendent may grant additional time off using sick leave, personal leave or unpaid leave.

2. An employee's "immediate family" for this provision shall include:

    a. spouse/partner

    b. child/children and son/daughter-in-law and step-child/children

    c. mother, father, mother/father-in-law, and step-parents

    d. brother, sister, and brother/sister-in-law

    e. grandparents, grandchild/children or step-grandchild/children

    f. legal guardian or any person who stands in place of a parent (loco parentis)

    g. the other parent/grandparent of a member's school-age or younger child/children

3. In the event of the death of a person not in the immediate family, the member may use up to two (2) days of sick or personal leave for bereavement.

G. Unpaid Leave of Absence

1. A bargaining unit member may request an unpaid leave of absence of up to one (1) year duration for legitimate causes, included but not limited to childcare leave for a member within the first year following the birth or adoption of a child. Such request shall be made in writing to the Board. The Board shall have the authority to deny the request or approve the request with conditions set forth in writing.

2. The bargaining unit member, while on such leave, shall not be employed by another employer for compensation during the leave of absence period or the bargaining unit member's employment with the Gallia County Local District will stand terminated.

H. Assault Leave

1. A bargaining unit member who is absent due to physical disability from a clearly unprovoked attack that occurs on Board premises or while in attendance at an official school function and in the course of the bargaining unit member's employment will, subject to the approval of the Superintendent, be granted up to twenty (20) or more working days assault leave. During such leave the bargaining unit member will be maintained on a full pay basis.

2. Assault leave may not be granted under this Article unless the bargaining unit member in question:

   a. Has a signed, written statement, on forms provided by the Board, justifying the granting and use of assault leave

   b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment; and

   c. Agrees to file charges for criminal prosecution or to file a report with appropriate authorities against the person or persons involved,

3. The Board shall reimburse bargaining unit members for replacement or repair for personal property (i.e. glasses, clothes) damaged during an assault upon the member up to a maximum of $1,000. The bargaining unit member shall be required to submit receipts if the loss is not recoverable through the member's insurance.

4. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

I. Association Leave

1. The Board shall grant to the Association a total of 8 (eight) days per year to attend Association business meetings, NEA/OEA/SEOEA representative assemblies and lobby days, and may be granted additional days for the purpose of lobbying for increased funding for local school districts.

2. The Superintendent may grant Association members that are elected to OEA District, State, and/or National offices a total of five (5) days annually to attend Association business meetings, representative assemblies, and/or conferences.

3. Such leave must be applied for in writing forty-eight (48) hours in advance. Such leave is non-accumulative.

J. Family and Medical Leave

1. Notwithstanding anything to the contrary in the provisions of this Agreement, the Employer and employees shall each have their respective rights and obligations under the Family Medical Leave Act of 1993, as amended. Except as otherwise mandated by the Act, family leave shall be used concurrently with paid leave accrued by the employee and other leave required by law. The period used for calculating eligibility for leave shall be as set forth in the Board policy on Family and Medical Leave. (https://www.dol.gov/whd/fmla/fmla-faqs.htm). Any additional questions regarding FMLA shall be addressed to the Board office.

2. Bargaining unit members must give the Superintendent at least a thirty (30) day notice, or as much notice as is practicable in foreseeable situations.

K. Sick Leave Bank

Members of the bargaining unit will be allowed to donate and transfer a maximum of ten (10) accumulated sick leave days per year to a member or members who have exhausted their current sick leave due to a current serious or catastrophic illness.

The following guidelines will apply:

1. The enrollment period for each member of the bargaining unit to voluntarily donate unused sick leave days to the Sick Leave Bank is September 1 through October 15 each year.

2. Members must donate one (1) sick day to the sick leave bank once every three years at a minimum to be eligible to borrow from the sick leave bank.

3. A committee comprised of the Superintendent or his/her designee, the President of the Association or his/her designee shall administer the Bank. The Committee shall have complete discretion to approve/disapprove application requests. The Superintendent and the President of the Association must both agree to the sick leave borrow request.

4. Eligible and approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Bank, per request and a total maximum of forty (40) days per school year. Days should be requested in increments of five (5) days at a time. The Sick Leave Bank shall not be used as a means for increasing retirement compensation or severance pay.

5. The member who borrows will pay back each year the days at the rate of 50% of his/her annual accumulated sick leave at the end of the contract year until the total number of days borrowed has been restored to the bank. Any person who leaves District employment while indebted to the Bank for sick days shall cause said days to be deducted from the final pay(s) due to the employee.

6. In the case where an employee has applied to borrow days from the Sick Leave Bank, but the employee's final check and/or summer wages may not be sufficient to cover the cost of the days requested from the Sick Leave Bank, the parties agree that such an employee may apply for the maximum benefit amount and the Committee may approve the application, provided the District may recover the costs of the borrowed sick leave days by deducting days from the Sick Leave Bank total, if the final check or checks of the employee are insufficient to cover the indebtedness to the Sick Leave Bank.

7. Loans from the Sick Leave Bank will be limited to those individuals who have contributed to the bank at any time. Initial new hires will be exempted from the October 15 deadline to submit the form. They may choose to donate a day or days to the Bank during the first year of their limited contract should the need arise.

8. A loan will only be considered after the individual has used all of his/her accumulated sick leave days.

9. The Association President or his/her designee shall be responsible for submitting to the Treasurer properly signed forms transferring donated sick leave days.

10. Should the sick leave bank be terminated, the days accumulated in the bank, after reduction of Board donated sick leave, will be redistributed on a prorated basis to those who have contributed.

ARTICLE 15: DOCK DAYS

Members of the certified staff are under a contracted period of obligation of 182 days or more per year for performance of professional services.

The Board of Education discourages the use of dock days as an approved form of leave and the willingness to forgo pay does not permit one to be absent arbitrarily.

However, in the rare circumstances this might be the only type of leave available to the teacher, in order to qualify to take a dock day, specific written reasons shall be forwarded to the Superintendent. This Superintendent will approve or deny the request for dock days and the Superintendent's decision shall be final. This article is not subject to appeal to the Grievance Procedure in Article 5 of this Agreement.

Taking dock days without prior approval of the Superintendent will result in disciplinary action.

ARTICLE 16: 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 assignment 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; however, the Superintendent will make the final decision.

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. When denied a bid to a bargaining unit member, the administration will provide the member with a reason, in writing upon request, as to why they were not awarded the position.

3. All job vacancies will be posted internally and shall state specific details including, but not limited to, building, grade level or grade band, 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 not be filled for five (5) business days; or ten (10) calendar days when the school is closed for holiday breaks 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 Superintendent 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.

6. In those instances where a vacancy occurs during the school year, the District is under no obligation to fill the vacancy during the school year.

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. When using HQSD for purposes of involuntary transfers and/or reassignments, this must be based on three (3) continuous years worth of data. One year's data is insufficient for meaningful analysis of teacher impact.

3. 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 the reasons. No teacher will be transferred or reassigned arbitrarily, capriciously or without rational basis.

4. 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.

5. 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.

6. If, during the next 24 months immediately following the involuntary transfer the position transferred from becomes available, the involuntarily transferred teacher must be considered first (using section B of this article), if they request the position, before the position can be posted.

7. An involuntary transfer/reassignment is identified as one for which a teacher did not submit a voluntary bid. A consent to the District's request for a transfer/reassignment shall not be taken as voluntary.

8. The Association president will receive a copy of all involuntary transfers and reassignments with the reasons for each in writing prior to any meeting with the teacher being transferred or reassigned.

9. When a bargaining unit member is transferred to another school building, the district will be responsible for moving district-owned items (furniture, etc.).

D. Supplemental Postings:

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

ARTICLE 17: 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)~~ twenty eight (28) 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. This does not apply to a co-teaching situation unless the class exceeds twenty eight (28).

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 if the teacher is not provided the number of minutes for the week as outlined in Article 12.

ARTICLE 18: 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) 1 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 their building; however, no material contained in these files shall be considered official material nor shall it be used as evidence against a member until it is placed in the file in the Superintendent's office. All material placed in the official file shall follow all provisions of this Article.

ARTICLE 19: TRAVEL REIMBURSEMENT/VOLUNTARY HOME TUTORING

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

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

ARTICLE 20: REDUCTIONS IN STAFF

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

1. A reduction in pupil enrollment.

2. 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. The Association shall be given the opportunity to present its recommendations concerning the proposed RIF program to the administration.

C. IMPLEMENTATION:

1. Prior to implementing a RIF, positions vacated as a result of resignation, retirement, or death will not be filled, where possible.

2. In determining the position(s) to be reduced, or 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.

3. Layoff shall occur by suspension of contract. Limited contract teachers whose contracts are not non-renewed in accordance with Article 11, shall have their limited contracts renewed and then suspended to implement the layoff. No teacher shall have their contract non-renewed for purposes of a reduction in force.

4. A teacher to be laid off due to a RIF shall be given thirty (30) calendar days advance written notification prior to the effective date of the RIF. A teacher who is notified that he/she is to be laid off will have the right to displace any least 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 least senior teacher. Written notice of the 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 least 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.

5. A teacher who is to be displaced pursuant to this Section will have the same displacement rights vis-a-vis comparable, least 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 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. Time spent on inactive pay status (unpaid leave), time spent on layoff 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 certified 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 21: CLASS SIZE AND LOAD

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

The number of different preps (grade levels/subjects/courses) will be limited to three (3) or less per teacher of state-tested subjects if possible with current personnel within the building.

In those instances where a teacher is providing instruction remotely to another school within the District, the teacher of record will be paid $500.00 per remote class instructed at the end of the course.

ARTICLE 22: SEVERANCE

A. Upon retirement (as defined by Ohio Revised Code Section 124. 39) from the Gallia County Local School District, an employee shall be compensated for unused sick leave to the extent of one-fourth (1/4) day of severance for each day of sick leave accumulated by the employee up to four hundred (400) days and unused by the employee to a maximum of one hundred (100) days. The rate of compensation shall be determined by dividing the employee's base salary less any supplemental contracts for salary by one hundred eighty-two (182) days.

B. **Super-Severance** – If, upon retirement (as defined by Ohio Revised Code Section 124. 39) from the Gallia County Local School District in the first year a bargaining unit member qualifies for full retirement with unreduced benefits, an employee shall be compensated for unused sick leave to the extent of thirty (30) % of severance for each day of sick leave accumulated by the employee up to four hundred (400) days and unused by the employee to a maximum of one hundred and twenty (120) days. The rate of compensation shall be determined by dividing the employee's base salary less any supplemental contracts for salary by one hundred eighty-two (182) days.

All employees beyond the first year in which they could have retired with unreduced benefits, shall be "grandfathered" and qualify for Super-Severance during the 2025-2026 school year and only the 2025-2026 school year.

C. To be eligible for severance pay from the Gallia County Local School District, the employee must have completed ten (10) years teaching service in the Gallia County Local School District immediately prior to retirement.

D. Employees who have not completed the ten (10) years in the Gallia County Local School District as defined above are ineligible for benefits under this Article.

E. In case of the death of a bargaining unit member before retirement, the bargaining unit member who is eligible for severance under B above, shall have paid to their beneficiary or estate any accrued severance pay in accordance with A above.

F. 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 and five hundred dollars ($1,500) lump sum payment with final severance payment.

ARTICLE 23: LPDC/TUITION REIMBURSEMENT

A. A local professional development committee ("LPDC") has been 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 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 forty thousand ($40,000) 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. 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, and the teacher must still be teaching in the District when the reimbursement is issued.

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 Semesters (Sessions I &II) - by April meeting date

F. All applicants shall apply for tuition reimbursement on a semester by semester basis. All applicants 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.

G. 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.

H. If a bargaining unit member does not remain an employee of the Gallia County Local School District for three years following the most recent reimbursement payment, the employee must refund the District (50%) of the amount of the reimbursement payments received in the previous three years.

ARTICLE 24: SUPPLEMENTAL CONTRACTS

A. The performance of extracurricular activities to be covered by supplemental contract shall be limited to those activities specified in the Supplemental Salary Schedule in this Article. The Board shall have the right 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 may revoke the supplemental contract if the contract is not signed 30 days prior to the first practice.

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

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

C. The total number of teachers holding supplemental contracts may vary according to student enrollment, student participation, addition of programs, or discontinuance of an activity, however, the supplemental positions currently in existence will continue unless any of the aforementioned occur. The failure to fill a position shall not be subject to bargaining with the Association.

D. All supplemental contracts will automatically non-renew at the conclusion of the sports season or the end of the school year, without further Board action or notice.

E. 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 evaluation on his or her coaching 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.

6. The evaluation will NOT determine future employment as a coach.

7. After consideration of qualified teaching staff in the District for any supplemental position, the Superintendent may decide to hire individuals for supplemental positions who are not part of the district's full time staff.

F. SUPPLEMENTAL CONTRACT PAY:

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 head coach, director, or advisor. The head coach/director/advisor will provide a list of all positions to be paid and verify the completion of duties and the appropriate placement on the experience index 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. If a coach/director/advisor is suspended or does not finish the season or performance, that coach/ director/advisor be compensated by pro-rating the number of contests and/or performances scheduled to those actually completed.

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.

G. SALARY SCHEDULES/SUPPLEMENTAL:

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

2. An additional flat fee per years of experience to a maximum of 10 years will be added annually. Only years of experience for a specific sport or activity will be counted to determine the placement on the supplemental salary schedule. Varsity experience is limited to experience at the varsity level on the salary schedule, and all current employees will be grandfathered at their current position on the salary schedule.

Category	Salary %	Expereince Fee (per years of service) max of 10 years
I	17%	$100
II	12%	$75
III	8.5%	$50
IV	7.2%	$50
V	6.2%	$25
VI	5.2%	$25
VII	3.2%	$25
VIII	1.2%	$25
IX	Flat Fee	$20

3. Supplemental Salary Index:

Category 1 17% - $6,629, $6,828, $7,101

A. Band Director

B. Head Varsity Boys Basketball

C. Head Varsity Girls Basketball

D. Head Varsity Football

E. Head Varsity Volleyball

Category II 12% - $4,679, $4,819, $5,012

A. Head Varsity Baseball

B. Head Varsity Softball

C. Head Varsity Wrestling

D. Head Varsity Boys Track

E. Head Varsity Girls Track

Category III 8.5% - $3,314, $3,414, $3,550

A. Head Varsity Swim

B. Head Varsity Golf

C. Head Varsity Cross Country

D. Head JV Football

E. Head JV Boys Basketball

F. Head JV Girls Basketball

G. Head JV Volleyball

H. Vocal Music Director/Show Choir

I. Assistant Varsity Football (3)

J. Assistant Varsity Basketball

K. Associate Athletic Director

Category IV 7.2% - $2,807, $2,891, $3,007

A. Varsity Cheerleading (Fall)

B. Varsity Cheerleading (Winter)

C. Assistant Varsity Wrestling

D. Assistant Varsity Track – Two (2), if needed

E. Assistant Baseball

F. Assistant Softball

G. Flag Corp

H. High School Yearbook Advisor

Category V 6.2% - $2,417, $2,490, $2,589

A. Head Junior High Football

B. 7th Grade Boys Basketball

C. 7th Grade Girls Basketball

D. 8th Grade Boys Basketball

E. 8th Grade Girls Basketball

F. Junior High Cross Country

G. Junior High Cheerleading (Fall)

H. Junior High Cheerleading (Winter)

I. Junior High Wrestling Coach

J. JV Baseball

K. JV Softball

L. JV Cheerleading (Fall)

M. JV Cheerleading (Winter)

N. Junior High Track

O. Junior High Yearbook Advisor

P.	Junior High Volleyball
Q.	Freshman Boys Basketball
R.	Freshman Girls Basketball
S.	Assistant Swim Coach
T.	BLT Co-Chair (2 Per Building)
U.	Building Tech Coordinator
V.	Weight Room Supervisor (Fall)
X.	Weight Room Supervisor (Winter)
Y.	Freshman Volleyball
Category VI	5.2% - $2,027, $2,088, $2,172
A.	Open Gym Supervisor
B.	LPDC Chair
C.	Drama Director
D.	High School BETA Club
F.	Student Council
F.	Quiz Bowl
G.	Assistant Junior High Football
Category VII	3.2% - $1,247, $1,285, $1,336
A.	Mock Trial
B.	Academic Festival
C.	Senior Class Advisor
D.	Junior Class Advisor
E.	National Honor Society
F.	National History Day
G.	Junior High BETA Club

H. Community Service Club

I. Science Fair

Category VIII 1.2% - $468, $482, $501

A. Sophomore Class Advisor

B. Freshman Class Advisor

C. SCORES Advisor

D. Elementary BETA Club

E. Art Show Advisor

Category IX

A. LPDC Team Member - $20.00 per hour

B. CCP Teacher - $750.00 per course (includes Gifted Provider Compensation)

C. Gifted Provider for classes other than CCP - $250.00

When a Coach is responsible for both the 7th grade and 8th grade teams (2 teams), the individual shall receive 1.5 of the scheduled contract. If there is only one combined team, the pay will be for one team. For high school teams, all coaching positions may be filled; however, if there are not enough players to play, at least, 25% of the maximum number of contests (example - 3 JV football games), all coaches (excluding volunteers and the head coach) will divide the paid varsity assistant salaries. Additionally, co-curricular supplementals such as band and choir must meet the expected number of performances in order to be compensated. Should these programs not perform, they will be compensated at a prorated rate based on the number of performances.

ARTICLE 25: INSURANCE

A. Effective July 1, 2022, all newly hired employees shall pay fifteen percent (15%) of the overall insurance premium. For all employees hired prior to July 1, 2022, will pay nine percent (9%) of the overall insurance premium. For all employees, 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 study, monitor, and adjust, as necessary the District health insurance program. The Committee's purpose will be to improve the cost-effectiveness of the District's expenditures for insurance. It shall be comprised of nine (9) members: three (3) from the GCLEA, three (3) from the Board of Education and three (3) from the GLSSA. The Committee shall be responsible for reviewing the plan design and making recommendations regarding plan amendments, opt-out incentives, rate changes, and plan composition. The Committee shall meet as necessary to review the plan in accordance with the requirements of this section and will meet on a regular basis. 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 additional plan options that may be obtained by the membership via an annual memorandum of understanding. Any questions regarding any topic related to insurance can and should be addressed to the Committee.

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. 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.

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

E. <u>Spousal Eligibility</u>

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.

F. An employee may choose to opt-out of insurance coverage. In such a case, the employee becomes eligible for an opt-out incentive. Questions about opt-out incentives and eligibility should be directed to the committee and/or its appointed enrollment manager.

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 26 – SALARY SCHEDULE

1. The Gallia County Local School District will provide the members of the certified staff who are eligible for membership in the bargaining unit compensation as set forth in the tables included with this Agreement as Appendices A, B, C, and D. Rate increases in the amount of 5% for the 2025-2026 school year, 3% for the 2026-2027 school year, and 4% for the 2027-2028 school year shall be implemented into the Salary Schedules presented.

a. The term MA +15 as it appears on the salary scale in Appendices A, B, C, and D shall be defined as completion of fifteen (15) graduate semester credit hours of education after receiving a Masters Degree.

Appendix A
2025-2026 Certificated Salary Schedule
Base $38,995

Yrs Exp	Bachelor	150 Hours	Masters	MA+15
0	42,115.00	45,624.00	49,165.00	50,140.00
1	42,115.00	45,624.00	49,165.00	50,140.00
2	42,115.00	45,624.00	49,165.00	50,140.00
3	43,674.00	47,476.00	51,325.00	52,300.00
4	45,234.00	49,329.00	53,486.00	54,460.00
5	46,794.00	51,181.00	55,646.00	56,621.00
6	48,354.00	53,033.00	57,806.00	58,781.00
7	49,914.00	54,885.00	59,967.00	60,941.00
8	51,473.00	56,738.00	62,127.00	63,102.00
9	53,033.00	58,590.00	64,287.00	65,262.00
10	54,593.00	60,442.00	66,447.00	67,422.00
11	56,153.00	62,295.00	68,608.00	69,583.00
12	57,713.00	64,147.00	70,768.00	71,749.00
13	59,272.00	65,999.00	72,928.00	73,903.00
14	59,792.00	66,616.00	73,648.00	74,623.00
15	60,312.00	67,230.00	74,368.00	75,343.00
16	60,832.00	67,851.00	75,089.00	76,064.00
17	61,222.00	68,314.00	75,629.00	76,604.00
18	61,612.00	68,777.00	76,169.00	77,144.00
19	62,002.00	69,240.00	76,709.00	77,684.00
20	62,392.00	69,704.00	77,249.00	78,224.00
21	62,912.00	70,321.00	77,969.00	78,944.00
22	63,432.00	70,938.00	78,689.00	79,664.00
23	63,952.00	71,556.00	79,409.00	80,384.00
24	64,342.00	72,024.00	79,949.00	80,924.00
25	64,732.00	72,492.00	80,489.00	81,464.00
26	65,122.00	72,960.00	81,029.00	82,004.00
27	65,512.00	73,428.00	81,570.00	82,545.00
28	66,032.00	74,038.00	82,296.00	83,265.00
29	66,552.00	74,649.00	83,022.00	83,985.00
30	67,071.00	75,260.00	83,730.00	84,705.00
31	67,581.00	76,186.00	84,802.00	85,777.00
32	68,631.00	77,113.00	85,875.00	86,850.00

Note: Beginning with the 2025-2026 school year, all new employees will begin on Step 2, the base contract amount is still used for supplemental contracts.

Appendix B
2026-2027 Certificated Salary Schedule
Base $40,165

Yrs Exp	Bachelor	150 Hours	Masters	MA+15
0	43,378.00	46,993.00	50,640.00	51,644.00
1	43,378.00	46,993.00	50,640.00	51,644.00
2	43,378.00	46,993.00	50,640.00	51,644.00
3	44,985.00	48,901.00	52,865.00	53,869.00
4	46,591.00	50,809.00	55,090.00	56,094.00
5	48,198.00	52,716.00	57,315.00	58,319.00
6	49,804.00	54,624.00	59,540.00	60,544.00
7	51,411.00	56,532.00	61,766.00	62,770.00
8	53,018.00	58,440.00	63,991.00	64,995.00
9	54,624.00	60,348.00	66,216.00	67,220.00
10	56,231.00	62,256.00	68,441.00	69,445.00
11	57,837.00	64,163.00	70,666.00	71,670.00
12	59,444.00	66,071.00	72,891.00	73,895.00
13	61,051.00	67,979.00	75,116.00	76,120.00
14	61,586.00	68,614.00	75,857.00	76,862.00
15	62,121.00	69,247.00	76,599.00	77,603.00
16	62,657.00	69,887.00	77,341.00	78,346.00
17	63,059.00	70,363.00	77,898.00	78,902.00
18	63,460.00	70,840.00	78,454.00	79,458.00
19	63,862.00	71,317.00	79,010.00	80,015.00
20	64,264.00	71,795.00	79,567.00	80,571.00
21	64,799.00	72,431.00	80,308.00	81,312.00
22	65,335.00	73,066.00	81,050.00	82,054.00
23	65,870.00	73,702.00	81,792.00	82,796.00
24	66,272.00	74,185.00	82,347.00	83,352.00
25	66,674.00	74,667.00	82,904.00	83,908.00
26	67,076.00	75,149.00	83,460.00	84,464.00
27	67,477.00	75,630.00	84,017.00	85,021.00
28	68,013.00	76,259.00	84,765.00	85,763.00
29	68,549.00	76,888.00	85,513.00	86,505.00
30	69,084.00	77,518.00	86,242.00	87,246.00
31	69,887.00	78,472.00	87,346.00	88,350.00
32	70,690.00	79,426.00	88,451.00	89,455.00

Appendix C
2027-2028 Certificated Salary Schedule
Base $41,771

Yrs Exp	Bachelor	150 Hours	Masters	MA+15
0	45,113.00	48,873.00	52,665.00	53,710.00
1	45,113.00	48,873.00	52,665.00	53,710.00
2	45,113.00	48,873.00	52,665.00	53,710.00
3	46,784.00	50,857.00	54,980.00	56,024.00
4	48,455.00	52,841.00	57,294.00	58,338.00
5	50,126.00	54,825.00	59,608.00	60,652.00
6	51,797.00	56,809.00	61,922.00	62,966.00
7	53,467.00	58,793.00	64,236.00	65,280.00
8	55,138.00	60,777.00	66,550.00	67,595.00
9	56,809.00	62,762.00	68,864.00	69,909.00
10	58,480.00	64,746.00	71,179.00	72,223.00
11	60,151.00	66,730.00	73,493.00	74,537.00
12	61,822.00	68,714.00	75,807.00	76,851.00
13	63,493.00	70,698.00	78,121.00	79,165.00
14	64,049.00	71,359.00	78,892.00	79,936.00
15	64,606.00	72,017.00	79,663.00	80,707.00
16	65,163.00	72,682.00	80,435.00	81,479.00
17	65,581.00	73,178.00	81,014.00	82,058.00
18	65,999.00	73,674.00	81,592.00	82,637.00
19	66,417.00	74,170.00	82,171.00	83,215.00
20	66,834.00	74,666.00	82,749.00	83,794.00
21	67,391.00	75,328.00	83,520.00	84,565.00
22	67,948.00	75,989.00	84,292.00	85,336.00
23	68,505.00	76,651.00	85,063.00	86,109.00
24	68,923.00	77,152.00	85,641.00	86,686.00
25	69,341.00	77,653.00	86,220.00	87,264.00
26	69,759.00	78,155.00	86,798.00	87,843.00
27	70,176.00	78,656.00	87,378.00	88,422.00
28	70,733.00	79,310.00	88,155.00	89,193.00
29	71,291.00	79,964.00	88,933.00	89,965.00
30	71,847.00	80,619.00	89,692.00	90,736.00
31	72,682.00	81,610.00	90,840.00	91,884.00
32	73,518.00	82,603.00	91,989.00	93,033.00

ARTICLE 27: NON-TEACHING DUTIES

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

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

ARTICLE 28: STRS PICK-UP REDUCTION METHOD

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

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

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

   a. a cash salary component and

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

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

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

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

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

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

ARTICLE 29: ENTRY YEAR MENTOR PROGRAM

The Building Principal with the support of the Superintendent's designee will seek out mentors to support new staff members in order to complete the Resident Educator Program.

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

ARTICLE 30: SCHOOL PROCEDURES AND BOARD POLICIES

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

ARTICLE 31: TEACHER PRIVILEGES

A. If a teacher is eligible to enroll their child(ren) through open enrollment, and the teacher wishes the child(ren) to attend 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.

C. Classroom teachers will be provided up to $200.00 each school year for classroom supplies.

ARTICLE 32: ANNUAL SALARY NOTICE

In accordance with Section 3319.12, the Board, through the district treasurer, shall cause notice to be given annually no later than the first day of July to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid to each teacher during such year. If in a bargaining unit contract year, the deadline is extended to August 1st.

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. The administration has the ability to place the retired/rehired employee in any open position within the District for which that person is qualified to fill.

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, without any Board action or notice to the retiree. 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. A retiree is not eligible to participate in the Sick Leave Donation Program set forth in Article 14 of this Agreement. A retiree is not eligible to receive a stipend for not using sick leave and personal leave as set forth in Article 14 of this Agreement. A retiree is not eligible for personal leave as set forth in Article 14 of this agreement. A retiree is not eligible to bid on a vacancy as set forth in Article 15 of this Agreement.

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 23. 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.

L. It is the parties' intent to supersede the provisions of this Agreement as noted and any conflicting provisions of the Ohio Revised Code, including, but not limited to, Ohio Revised Code Sections 3319.08, 3319.11, 3319.12, and 3319.17, to the extent permitted by lay.

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 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: REMOTE LEARNING

Remote Learning - Remote Learning will only be implemented for the district when absolutely necessary. Remote learning will also be implemented for all calamity days beyond five days, for up to three days. The Superintendent may decide to make up additional days if the district is out of school for more than ten days. We believe students learn best in a face to face setting with teachers who have the expertise to engage our students in order to maximize their progress. Remote learning should still create an opportunity to learn new information and not be limited to practice of past concepts.

Staff will report to their buildings during their regular working hours. A delay could be implemented in the case of severe weather.

A schedule will be created and approved by your building principal which will include the following:

Elementary teachers will teach for at least one hour in order to cover multiple subjects. Teachers of grades 6-12 will teach each of their courses for at least fifteen minutes which will result in each student receiving over one hour of actual instruction. A google meet is required. This instruction will be recorded and posted on google classroom so students can access the instruction when they have internet access. The videos do not have to include the teacher's face. Videos can be pre-recorded, but should be relevant to the standards being taught at that time. Videos may include examples explained on a whiteboard or paper. It should be noted that paper and pencil can be used for remote learning, but our staff will still need to instruct and guide our students through the materials through google meet.
Teachers will post assignments that will take approximately two hours to complete for all subjects, combined. The amount of work should be altered for struggling students so it still takes approximately two hours to complete.

Teachers need to be available for students and/or parents at a scheduled time for at least one hour in order to answer questions over the assigned work. This may be most effective through google meet.

Teachers will make parent contacts as needed and keep a log of contacts.

In the event, a teacher is not able to make it to school due to driving conditions, the teacher can instruct from home. If the teacher is not able to meet the requirement for remote learning he or she will use personal days. If the teacher has no personal days remaining, he or she will have a "docked" day. The district will be closed should there be a Level 3 emergency and Remote Learning will not be implemented.

ARTICLE 36: DURATION

This agreement shall become effective at 12:01 A.M. on July 1, 2025 and shall continue in full force and effect until midnight June 30, 2028.

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:

Brandon Tyree

BOARD, President Date

Phillip Tuhn 8-14-25

BOARD, Superintendent Date

Jon Davis 8-14-25

BOARD, Treasurer Date

FOR THE ASSOCIATION:

Ruth A Warden 8/14/25

Association President Date

Derek R. Layton 8/14/25

Team Member 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 III

A. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____

_____ _____

Signature Date

B. Date Received by Superintendent or Designee _____

C. Disposition by Superintendent or Designee _____

_____

_____

_____ _____

Signature Date

LEVEL IV

GRIEVANCE MEDIATION

A. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____ _____

Signature Date

B. Date Submitted to Mediation _____

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

LEVEL V

A. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____ _____

Signature Date

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitrator _____

_____

_____

_____ _____

Signature Date

Index Schedule

Yrs Exp	Bachelor	150 Hours	Masters	MA+15
0	1.0000	1.0750	1.1500	1.1750
1	1.0400	1.1230	1.2054	1.2304
2	1.0800	1.1700	1.2608	1.2858
3	1.1200	1.2180	1.3162	1.3412
4	1.1600	1.2650	1.3716	1.3966
5	1.2000	1.3130	1.4270	1.4520
6	1.2400	1.3600	1.4824	1.5074
7	1.2800	1.4080	1.5378	1.5628
8	1.3200	1.4550	1.5932	1.6182
9	1.3600	1.5030	1.6486	1.6736
10	1.4000	1.5500	1.7040	1.7290
11	1.4400	1.5980	1.7594	1.7844
12	1.4800	1.6450	1.8148	1.8398
13	1.5200	1.6930	1.8702	1.8592
16	1.5600	1.7400	1.9256	1.9506
20	1.6000	1.7880	1.9810	2.0060
23	1.6400	1.8350	2.0364	2.0614
27	1.6800	1.8830	2.0918	2.1168
30	1.7200	1.9300	2.1472	2.1722
32	1.7600	1.9775	2.2026	2.2272