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AGREEMENT

BETWEEN

THE GENOA AREA EDUCATION ASSOCIATION
LOCAL #4741, AFT-OFT

AND

THE GENOA BOARD OF EDUCATION

EFFECTIVE:
JULY 1, 2025
THROUGH
JUNE 30, 2026

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ARTICLE 1 - RECOGNITION

1.1 The Genoa Area Board of Education, hereinafter "Board," hereby recognizes the Genoa Area Education Association, and its current State and National affiliations, hereinafter "Association," as the exclusive representative as defined in Chapter 4117.

1.2 The bargaining unit for which the Board recognizes the Association shall be comprised of all full-time and part-time teachers, school counselors, teacher-Athletic Director, tutors and Library Director, hereinafter collectively referred to as "employee" or "employees"; excluding the Superintendent, Treasurer, Assistant Treasurer, Principals, Assistant Principals, Supervisors, substitute teachers and all other employees excluded under 4117.01.

A. Employees of school districts who are department chairpersons or consulting teachers shall not be deemed supervisors.

B. No employee shall be designated as a supervisor or a management level employee unless he/she is employed under a contract governed by Section 3319.01, 3319.011 or 3319.02 of the Revised Code and:

1. is assigned to a position for which a certificate is required by Divisions (F), (G), (H), (I), (J), (L), (N) or (O) of Section 3319.22 of the Revised Code; or

2. is a supervisor certified under Division (K) of Section 3319.22 of the Ohio Revised Code.

C. The Board agrees not to hire non-certified personnel to displace any certificated position, in whole or in part, listed in Section 1.2 of this Article unless otherwise agreed in writing between the Board and the Association.

The Board further agrees not to use volunteers to displace any negotiated positions, in whole or in part, covered by the terms of this Agreement unless otherwise agreed in writing between the Board and the Association.

ARTICLE 2 - NEGOTIATION PROCEDURES

2.1 Statement of Principles

The Board and the Association state that the principles stated in succeeding sections of this document will govern the negotiations process between the Board and the Association.

The Board and Association shall negotiate in "good faith" requiring that both parties be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this contract will compel either party to agree to a proposal or to make a concession.

2.2 Scope of Bargaining

Negotiable matters shall be all matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of any existing provision of a collective bargaining agreement.

2.3 Requests for Negotiations

If either of the parties desires to terminate or modify the collective bargaining agreement, it shall notify the other party in writing not later than three (3) months, and not earlier than four (4) months, prior to the expiration of the agreement. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association.

A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

By mutual agreement, an initial meeting will be held at which the Association and the Board will submit in writing their proposals.

In the first negotiations session, proposals will be in form and detail specifying that to which agreement is sought.

The items proposed will constitute the total negotiations. No new items may be submitted unless by mutual agreement of both parties. Any items not submitted for negotiations and in the current contract will remain in full force and effect in the successor contract.

2.4 Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives (including any observers) each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

2.5 Exchange of Information

The Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

2.6 Assistance and Study Committees

Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

2.7 Negotiation Meetings

Negotiation meetings shall be scheduled at the request of the parties, and until negotiations are concluded. Either party may request at each meeting a decision on the date, time and place of a subsequent meeting. All meetings shall be held in closed session.

Meetings shall be scheduled at reasonable intervals, within fifteen (15) working days, to avoid conflict and interference with school and employment schedules.

Either party may recess at any time for caucuses of reasonable length.

2.8 News Releases

Neither party shall make a release to the news media regarding negotiations so long as good faith negotiations are in progress.

2.9 Agreement

Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each party. All agreements are tentative, based upon the complete resolution of all issues.

The purpose of "tentative agreements" is to develop a package that will be submitted to the employees and the Board for ratification. Initialing of tentative agreements shall be done in good faith.

When an agreement is reached by the parties hereto, it shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in satisfactory form, it shall be submitted to the Association for ratification and adoption. If ratified and adopted by the Association, it shall then be submitted to the Board for ratification and adoption. When adopted by the Board, the agreement shall become part of the official Board minutes and shall be binding on both parties. Said agreement shall be signed by the Board representatives and the Association representatives.

2.10 Dispute Settlement Procedures

The following constitutes a dispute settlement procedure mutually agreed to by the parties pursuant to Ohio Revised Code 4117.14 (C)(1) (f):

If agreement is not reached within sixty (60) days following commencement of negotiations; either party may at any time thereafter request the employment of a mediator, and the cost, if any, of such mediating service shall be shared equally by the Board and the Association. However, after sixty (60) days from commencement of negotiations should either side request that negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days making a total

number of days for any one negotiating session ninety (90) days from the day of the initial meeting.

Mediation: Mediation will continue for thirty (30) days unless both parties mutually agree to extend the process. The mediator shall be supplied by the Federal Mediation and Conciliation Service and be agreeable to both parties.

Fact Finding: If no agreement is reached during such mediation and if the mediator declares that an impasse still exists, a fact finder shall be mutually selected from a list of qualified Ohio residents provided by the American Arbitration Association or the State Employment Relations Board. The fact finder, shall under such rules as he/she may establish, issue findings of fact and recommendations on unresolved issues to the Board and to the Association not later than fourteen (14) days after his/her appointment, unless the parties mutually agree to an extension. Such recommendations may be accepted or rejected according to the procedures in Ohio Revised Code Section 4117.14(C)(6). Thereafter, the parties shall have the rights established by Ohio Revised Code Section 4117.14(D).

2.11 Printing of the Agreement

Within thirty (30) working days after signing, the contract will be made available to all certificated employees and Board members. The Board will be responsible for the typing of the final negotiated contract. The duplication and distribution of the contract (including re-openers) will be the responsibility of the Association. The number of copies to be printed shall be confined to 1.5 times the current number of certificated personnel. One-half of surplus copies shall be given to each party. Additional copies may be ordered by either party at its expense.

2.12 Protocol

No action to coerce, censor or penalize any participant in negotiations shall be taken or implied by any other negotiator or representative of either party to this agreement as the result of any lawful conduct by any of said individuals. The parties agree to conduct themselves in a professional manner.

ARTICLE 3 - MODIFICATION OF AGREEMENT

3.1 This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter. All understandings and agreements shall be reduced to writing, signed by both parties to this Agreement.

3.2 Any modifications of this contract, via Memorandums of Understanding, during the life of this contract shall be valid only for the remaining term of this contract, unless otherwise mutually extended in writing. Memorandums of Understanding dated prior to the expiration of this contract shall be considered null and void, unless mutually extended by the parties in writing.

3.3 In the event of the passage of any legislation that could affect working conditions, the parties agree to discuss the impact of any changes.

ARTICLE 4 - NO STRIKE, NO LOCK-OUT

4.1 Neither the Association nor any employee will directly or indirectly cause or engage in any work stoppage, strike, "sick out" or slow down of any kind whatsoever except as provided for in the express provisions of this contract.

4.2 During the term of this agreement, the Board shall not "lock-out" members of the bargaining unit. A "lock-out" is defined as a refusal to permit employees to work for the purpose of forcing the Association to accept a contract modification.

ARTICLE 5 - LABOR-MANAGEMENT RIGHTS

5.1 Management Rights

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon it by the laws and the Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain employees in positions, suspend, demote, discharge, remove or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or other legitimate reasons, to determine the methods, means, personnel by which Board operations shall be conducted, to direct the schedule, shift and location of the work of employees so that the Board may operate in the most efficient manner, subject only to the provision of the law of the State of Ohio, the specific terms of this Agreement and the Board's obligations under Chapter 4117.08 of the Ohio Revised Code regarding negotiating wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.. All other management rights not specifically abridged by this Agreement and this Section 5.01 are retained by the Board, including the sole and exclusive right to manage its operation, buildings and facilities and to direct the work force.

5.2 Labor-Management Committee

There shall be a Labor-Management Committee comprised of five (5) Association members, the Superintendent of Schools, his/her administrator(s), which shall meet at least once a month to discuss matters of mutual concern. The Association/Superintendent shall notify the Superintendent/Association not later than five (5) working days prior to the meeting of the agenda items to be discussed.

The Labor-Management Committee shall publish a set date for each month of the school year no later than the first regularly scheduled day of classes. Minutes of the meeting shall be

maintained and electronically distributed to all Association members, administrators and Board of Education members.

5.3 Association Rights

A. Exclusive Rights

Subject to Article 1 - Recognition, the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association and to no other organization.

B. Association Business

The Association President and one (1) representative per building shall be granted time during work hours for the purpose of conducting Association business provided no employee shall be contacted concerning Association business except during such employee's conference/planning period and shall not interfere with the President's class schedule.

C. Association Announcements at Faculty Meetings

The Association's members shall have the right to make announcements concerning Association business at faculty meetings as long as no attempt is made to conduct Association business.

D. Association Visitation

Duly authorized representatives of the Association shall be permitted to transact official Association business before and/or after regularly scheduled work hours and during members' duty-free lunch period.

E. Board Provides Information

The Board agrees to furnish to the Association information related to the District. Such information shall be furnished within ten (10) working days of receipt of the request.

F. Bulletin Boards

The Association shall be entitled to use, for Association business, bulletin boards which shall be located within each faculty lounge.

G. Payroll Dues Deduction/Continuing Dues Deduction

The Association shall have the right to payroll deduction of membership dues and assessments for the Genoa Area Education Association and its current affiliates. Authorization for payroll dues deduction shall be signed by the member and delivered to the Treasurer of the Board by September 15th and, at the member's option, shall continue in effect until the employee gives written notice to the Treasurers of the Board and the Association to discontinue such deductions

or until employment with the Board terminates. Deductions will be made through sixteen (16) equal payments beginning with the first pay in October.

Failure to submit the list of member deductions by October 1st *due date* shall result in the forfeiture of the right to have deductions taken for the remainder of the school year.

The balance of the annual dues deductions shall be deducted from the final paycheck of a member resigning his/her position or receiving a leave of absence after the opening of school, if the employee authorizes such a deduction in writing.

All monies deducted per the provisions set forth above shall be remitted to the Treasurer of the Association monthly.

H. Mail Facilities

The Association shall have the right to use intra-school mail facilities as long as such use does not hamper or conflict with the intended use by the Board.

I. Use of School Buildings and Equipment

The Association shall have the right to request the use of school buildings, at no cost, at reasonable times for Association business limited to the Genoa Area Local School District. The Association shall also have the right to request the use, at cost, of school owned equipment and/or materials, including but not limited to typewriters, duplicators, mimeo, copiers, ink, paper, etc. for Association business limited to the Genoa Area Local School District. The Association agrees, as a condition of usage of the above mentioned equipment, that any damage resulting from said use shall be paid by the Association.

J. As part of open enrollment, unit members who do not live in the Genoa Area Local School District shall have the right to have their children attend the Genoa Area Local School District tuition free by completing the open enrollment forms on or before May 1st preceding the school year for which they seek enrollment. This is subject to class size limitations and the district's open enrollment guidelines. The students of unit members shall be enrolled before others.

K. Any copies made for Association business only shall be reimbursed to the School District at the amount charged per copy for Public Records.

ARTICLE 6 - CONTRACTS: CERTIFICATED/LICENSED PERSONNEL

6.1 Regular Contracts

All contracts with certificated/licensed personnel employed by the Board shall be in writing and signed by officers as provided by law.

All employees new to the Genoa Area Local School District shall be awarded a limited contract for not more than one (1) year. If reemployed, the term of the second limited contract shall be for one (1) year. If reemployed, the term of the next two (2) succeeding limited contracts shall be for two (2) years. If reemployed, succeeding limited contracts shall be for five (5) years.

Notwithstanding the preceding paragraph and superseding the provisions of Ohio Revised Code 3319.11, a one (1) year probationary limited contract may be issued at the end of any contract period if, in the opinion of the Superintendent, the employee has certain deficiencies. Written reasons and prescriptions for the professional improvement of the teacher shall be given to the employee by the Superintendent during a conference with the Superintendent. If the employee is recommended for further employment, the above contract sequence shall be resumed at the point at which it was interrupted.

A. New Hire Agreement

All new hires to the District will be provided with notification of position, years' experience recognized, and starting salary prior to signing contract. This will be a tentative notification, and may be changed based on education transcripts and work history. If a change will be made, the Superintendent must notify the employee of this change immediately.

6.2 Continuing Contract

In accordance with the Ohio Revised Code, upon completion of the teacher's second year of employment and in any subsequent year in which the teacher is employed on a limited contract, a certificated/licensed employee will be considered for a continuing contract if both of the following requirements are met: **(Note: It is the responsibility of the employee to notify, in writing, that they intend to complete all necessary requirements for a continuing contract and wish to be considered for same, and such notification shall be made no later than the second full week of the school year in the final year of the employee's limited contract.)**

A. Possession of an Ohio Professional, Permanent or Life Certificate, or a Five Year Professional License.

B. Satisfactory completion of a three (3) year probationary period in the Genoa Area Schools.

It is the responsibility of the employee to notify, using the required form, that he/she intends to complete all necessary requirements for a continuing contract and wish to be considered for same.

Only a two (2) year probationary period before consideration for a continuing contract is required for those who have held a continuing contract elsewhere in Ohio (RC 3319.11).

Only limited contracts (1-5 years) may be granted to employees holding provisional or temporary certificates (RC 3319.11).

6.3 Reemployment Procedures (RC 3319.11)

The following procedures will be observed in the reemployment of employees under limited or continuing contracts:

A. An employee employed under a limited contract and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, automatically reemployed unless the Board, acting upon the Superintendent's recommendation, gives such employee written notice of its intention not to reemploy him/her on or before April 30th.

B. The following procedures shall be observed in the reemployment of employees who are eligible for continuing contracts:

1. When an employee eligible for a continuing contract is recommended by the Superintendent for reemployment, a continuing contract shall be entered into between the Board and such employee unless by a three-fourths (3/4) vote of its full membership the Board rejects the Superintendent's recommendation. Employees shall be notified in writing by the Treasurer of such rejection by the Board on or before April 30th.

A teacher who becomes eligible for a continuing contract during the term of a multi-year contract shall be granted a continuing contract upon the recommendation of the Superintendent and approval by the Board in accordance with the above procedures. Such continuing contract shall take effect immediately upon approval by the Board. If the Superintendent does not recommend the teacher for a continuing contract or the Board does not approve the same, the multi-year contract shall stay in effect. Said teacher may be considered for a continuing contract at the end of the multi-year cycle.

2. Teachers who have met all legal requirements to become eligible for a continuing contract but who have, in the opinion of the Superintendent, certain deficiencies shall, if reemployed, be placed on a probationary contract for a period not to exceed two (2) years in accordance with Section 3319.11 of the Ohio Revised Code. The teacher shall be notified in writing of such action on or before April 30th of the year in which the teacher's limited contract expires. Such notice shall be in writing with reasons and prescriptions for the professional improvement of the teacher.

3. At the expiration of a probationary contract granted to an employee eligible for a continuing contract as described in paragraph 2., the employee shall be deemed reemployed under a continuing contract unless the Board, acting on the Superintendent's recommendation, gives such employee written notice of its intention not to reemploy him/her on or before April 30th.

C. An employee is presumed to have accepted such employment unless he/she notifies the Board in writing to the contrary on or before June 1st.

6.4 Nonrenewal of Limited Contracts

The following procedures shall apply to the nonrenewal of limited contracts:

A. The Superintendent shall notify any employee, whose contract he/she intends to recommend for nonrenewal, as soon as possible. Such an employee may request a private meeting with the Superintendent to discuss the grounds for the recommendation.

B. Any action by the Board to nonrenew an employee's limited contract shall be upon the recommendation of the Superintendent. Written notice of the Board's intention not to renew an employee's contract shall be given to the employee on or before April 30th of the year in which the contract expires, and shall include a statement describing the circumstances leading to the Board's nonrenewal decision.

C. The Board shall have conducted evaluations as set forth in Article 16, Section 16.1 to 16.8 of this agreement before giving notice to an employee of its intention not to renew his/her limited contract.

6.5 Nonrenewal/Termination Standards

Statutory due process for nonrenewal of an employee's contract shall be governed by Ohio Revised Code Section 3319.11 and for the termination of an employee's contract by Ohio Revised Code Section 3319.16.

A. Any notice given under this article shall be by certified mail or hand delivery.

B. This Article shall not apply to supplemental contracts.

6.6 Hiring of Retired Teachers

A. This provision determines all changes in the collective bargaining agreement of the parties in relation to the hiring of retired teachers. Any benefit or provision not stated explicitly herein shall remain as stated in the contract for all teachers in the bargaining unit.

B. There is no guarantee of reemployment of any teacher in the district if the employee retires. However, in the event a teacher seeks reemployment for the first time and does not have their contract request approved by the Board, they reserve the right to withdraw their notice of retirement.

C. Severance would have been earned and paid upon retirement and therefore any accumulated sick leave also reverts to zero days.

D. Any retiring teacher who seeks to be reemployed shall request to be reemployed and may be reemployed at the Superintendent's discretion under one or more contracts not to exceed five (5) years in total with notification of intent to retire and be rehired to be given on or before February 1st, if they are requesting to be reemployed by the district.

E. Notification deadline for the retiree to notify the Superintendent of pending retirement: April 1st of the current school year.

F. Evaluation of retired teachers who are hired shall be at the discretion of the administration and may be either formal or informal. Retired teachers who are hired are not subject to 3319.11 and 3319.111, and the decision of the administration is final concerning evaluations. A retired employee may file a rebuttal on any evaluation with which he or she disagrees.

G. Any retired teachers who are hired shall be placed at step 5 in the appropriate column that reflects their education. If rehired for additional years, the teacher would move up the salary schedule.

H. Retired teachers issued a limited contract shall not be eligible for a continuing contract.

I. The retiree shall secure continuation of co-curricular positions which he/she holds at the date of retirement notification intent letter. The evaluation process shall be conducted per contract.

J. Sick leave shall begin at zero and accumulate up to 15 days per year. The board will advance up to 5 days if need. Sick leave shall carry over from year to year of reemployment as a retiree.

K. The district shall pay the retiree a stipend of $50.00 per month if the retiree does not take insurance coverage through the Board. If no other insurance is available, the retired employee who is hired may elect to have Board provided insurance with the co-pay amount outlined in the contract.

L. Retired employees who are hired are not eligible for tuition reimbursement for continuing education. However, such employees are eligible for workshops in accordance with contract language, with professional leave and payment of workshop expenses and any other benefit granted to other teachers taking any such workshop under the contract.

M. Retired teachers who are hired will be responsible for all required taxes, including Medicare taxes as any other new employee, even if the teacher was exempt prior to retirement.

N. In the event that provisions in this section are rendered invalid by operation of law, or by decision or order of a tribunal of competent jurisdiction, either party may terminate this section least thirty (30) days prior to the effective date of such termination.

ARTICLE 7 - CO-CURRICULAR CONTRACTS

7.1 When the Board issues contracts for co-curricular positions, the contract will include a job description, the contract period, and the amount of salary as determined by the co-curricular

salary schedule included in this contract. If an employee has been hired to fill a co-curricular position for multiple years, the job description shall be only given in the first year of said employment, or any time the job description changes thereafter.

The evaluation of an employee's performance under a co-curricular contract shall be in writing. Such evaluation shall be performed no later than four (4) weeks following completion of the duty, the Awards Banquet or the final season contest, whichever is later, and a copy shall be given to the teacher.

A co-curricular contract shall automatically expire at the end of its term without further action or notice by the Board. Employees who have indicated, on a form provided by the administration, that they wish to maintain their co-curricular position(s) the following year shall be reemployed, unless notified within 30 days after receipt of the written evaluation, of the Board's intent not to rehire them.

Employees who apply for posted co-curricular positions shall be considered before persons not employed by the Board. If no such employee is awarded the position, the Board may offer the position to a person not employed by the Board in accordance with State rules and regulations.

Positions on the co-curricular salary schedule may be added or deleted by action of the Board. However, compensation for any position added by the Board shall be by mutual agreement of the Board and the Association.

Years of service on the co-curricular salary schedule shall be defined as consecutive years in the District in the same position or within the same area.

ARTICLE 8 - TEACHER TRANSFERS

8.1 New Positions and Vacancies

All staff members shall be informed by e-mail of all vacancies as they occur.

Vacancies on the certificated/licensed professional staff which are to be filled for September shall be posted online as they occur. A compilation of all vacancies, including administrative vacancies, shall be posted online as they occur. Revisions of said list shall be posted weekly thereafter as needed.

8.2 Voluntary Transfer

When employees wish to voluntarily transfer from their current teaching assignments, the following procedures shall be followed:

An employee requesting a transfer in the same building shall notify the building principal. The employee shall meet with his/her building principal, stating reasons for the request. The building

principal shall meet with the Superintendent. Final assignment of the employees shall be made by the Superintendent.

The request shall be made to the principal in the building to which the employee is requesting to transfer. The employee shall meet with the building principal where the vacancy exists, stating reasons for the request. The building principal shall meet with the Superintendent. Final assignment of the employees shall be made by the Superintendent.

8.3 Involuntary Transfer Policy

In the event that a certificated/licensed staff member is to be transferred involuntarily, the procedure shall be:

A. The employee shall be informed in writing of the impending transfer.

B. The employee may request a hearing with the Superintendent to discuss the reasons for the transfer.

C. If the employee makes no request for a hearing within ten (10) days of the receipt of the notice of the impending transfer, the transfer shall be considered final.

D. If the employee requests a hearing, the hearing shall be granted within ten (10) working days of the receipt for the request. The employee may have a representative from the Association present.

E. The Superintendent shall inform the employee within ten (10) working days of the conclusion of the hearing as to his/her final decision. The decision of the Superintendent shall be final and binding on the staff member.

F. An employee who has been involuntarily transferred shall not be involuntarily transferred for a second time for at least three (3) years.

ARTICLE 9 - NOTIFICATION OF ASSIGNMENT

9.1 Each employee whose assignment is to be changed shall be given written notice no later than the last day of the school year of the next year's assignment. Such notice shall specify the building, grade level, and subject area to which the employee is assigned.

The Board reserves the right to change or alter affected staff assignments if vacancies occur after the last day of the school year in accordance with Article 8 of this agreement.

ARTICLE 10 - REDUCTION IN STAFF WORK FORCE

When the Board of Education determines it necessary to reduce the number of certified/licensed staff positions, the following procedures shall apply:

10.1 To the extent possible, the number of employees affected by a reduction in force shall be minimized by not employing replacements for employees who retire, resign or whose limited contracts are not renewed for reasons other than reduction in force.

10.2 Reductions needed beyond those available by attrition shall be made by suspending or nonrenewing contracts as follows:

A. Seniority shall be defined as the length of continuous service in the district schools. Seniority shall not be interrupted by authorized leaves of absence. All employees in the bargaining unit shall be placed on seniority lists in each teaching field for which they are certificated/licensed.

B. Reduction in any area of certification/licensure shall be made from the bottom of the seniority list for the area of certification/licensure, among employees serving under limited contracts.

C. An employee affected may elect to displace a less senior employee in another area of certification or licensure.

D. If further reductions within an area of certification/licensure are necessary after all limited contracts in that area have been suspended or not renewed, reductions shall be made from the bottom of the seniority list for that area of certification/licensure by suspending continuing contracts. An affected teacher with a continuing contract may elect to displace a less senior teacher in another area in which he/she is certified/licensed.

E. If two (2) or more employees have the same length of continuous service, seniority will be determined by:

1. The date of the Board meeting at which the employee was hired and then by;

2. The date the employee signed his/her initial limited contract in the district and then by;

3. The date on which the employee submitted the first completed job application within the two (2) year period preceding the effective date of the employee's first teaching contract with the Board, if the date is available;

4. If any ties remain after 1, 2, and 3 they will be broken by lot.

F. The employee and the Association shall be notified of any reduction(s) for the next school year or the possibility of such reductions under this Section 10.2 by the last day of the school year unless the District is later notified of a reduction in its State funding for the next

school year or the District experiences changes in enrollment or other unforeseen circumstances necessitating a reduction.

10.3 The names of employees whose contracts are suspended or nonrenewed in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Employees on the recall list will have the following rights:

A. No new employees will be employed by the Board while there are employees on the recall list who are certificated or licensed for the vacancy.

B. Employees on the recall list with continuing contracts will be recalled in order of seniority for vacancies in areas for which they are certificated or licensed. Once all vacancies have been filled by employees with continuing contracts on the recall list, employees on the recall list with limited contracts will be recalled in order of seniority for vacancies in areas for which they are certificated or licensed.

C. If a vacancy occurs, the Board will send an announcement to the last known address of all employees on the recall list who are qualified according to these provisions. It is the employee's responsibility to keep the Board informed of his/her current address. All employees are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given consideration first for the vacant position. Any employee who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.

D. An employee on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she enjoyed at the time of layoff. Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits and it is possible to acquire such benefits for the employee.

ARTICLE 11 - SENIORITY

11.1 Seniority means the status of employees with respect to total length of continuous service with the Genoa Area Local School District. Seniority shall be computed from the date the initial employee contract was signed by said employee.

Seniority shall continue to accrue during:

A. time lost because of an occupation related accident, assault or disease compensable under existing law;

B. leaves of absence, whether paid or unpaid, as set forth in this agreement, approved by the employer, or authorized under statutory entitlement;

C. the lawful use of sick leave.

In the event two (2) or more employees sign their initial contracts on the same date, their seniority ranks shall be determined by lot.

11.2 A retired teacher who is rehired shall maintain teaching seniority as per the contract. This means that a retired teacher, who can obtain only a limited contract, would not be senior to a teacher with a continuing contract.

ARTICLE 12 - COMPLAINTS

12.1 Employees shall receive written notice of all complaints regarding their work performance, if such complaints could result in disciplinary action or be reflected in an employee's evaluation by the administration, within three (3) working days of the time such a complaint is received by the principal and/or Superintendent.

12.2 No anonymous complaints or concerns against an employee shall be used as a basis for termination of employment or disciplinary action, or be reflected in an employee's evaluation, or become a matter of written record.

12.3 If the complaint cannot be resolved informally, the following procedure shall be followed:

A. At the request of the complainant or employee, a meeting of the teacher, principal and complainant will be arranged at a mutually convenient time to discuss the complaint.

B. If the complainant is not satisfied with the results of the meeting, the complainant shall be directed to the Superintendent or his/her designee.

C. In the event that a meeting concerning a complaint is, becomes or could become disciplinary, the unit member shall be notified of his/ her right to have a duly appointed representative of the GAEA in attendance. Such meetings shall be at a date and time agreeable to the parties, but shall be scheduled as soon as is practicable.

ARTICLE 13 - REQUIRED MEETINGS OR HEARINGS/PUBLIC CRITICISM

13.1 Whenever any employee is required to meet with the Board or Board's representative concerning any matter which could adversely affect the employee's status, the employee shall be given reasonable notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

13.2 Any reprimand of an employee by a supervisor, administrator or other agent of the Board shall be made privately and not in the presence of pupils, parents of pupils or other employees.

ARTICLE 14 - PERSONNEL FILES

14.1 Central Office personnel records may include, without limitations, the following:

A. Application for employment, including references.

B. Copy of latest contract, properly signed.

C. Current Ohio teaching certificate/license for subject area.

D. Teacher's experience record.

E. Personal and professional data form, including workshops and in-service.

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

G. Record of military service.

H. Teacher evaluations.

I. Other professional documents including awards and citations.

14.2 Employees shall have the right, upon request, to review the contents of their personnel files in the presence of an administrator and to receive copies of any documents contained therein. Said employees shall be entitled to have a representative of the Association accompany them during such review.

Employees shall have the right to submit a written comment to any material placed in the file and such written comment shall be attached to the item in the file. No unsigned item shall be placed in any employee's file. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has received a copy.

14.3 Access to Employee Records

Each file shall contain a record indicating the date reviewed and the reason for such review.

14.4 Employees shall be notified in writing of all requests for information from or examination of their personnel files at the time of the requests, except for requests by administrators and Board members.

14.5 The Superintendent or his/her designee shall be physically present during the examination of any employee or public record.

14.6 The public will not have access to the following personnel records:

A. Medical records.

B. Records pertaining to adoption, probation or parole proceedings.

C. Trial preparation records.

D. Confidential law enforcement investigatory records.

E. Records of which the release is prohibited by State or Federal law.

F. Any other records which the General Assembly may exempt from the requirement of Public Record Disclosure.

ARTICLE 15 - JUST CAUSE

15.1 Termination of teacher contracts shall be governed by Revised Code Section 3319.16.

15.2 Other than action taken pursuant to O.R.C. Section 3319.16, employees shall not be given a formal written reprimand or warning, or be disciplined for any alleged infraction of rules, delinquency or unprofessional performance, without just cause.

ARTICLE 16 - EVALUATIONS

16.1 Philosophy of Evaluation

The Board and Association acknowledge that the overarching purpose of the teacher evaluation system is to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

16.2 Who Will be Evaluated

A. All teachers shall be formally evaluated in accordance with the standards-based statewide teacher evaluation 50/50 framework as outlined in the Ohio Revised Code ("ORC"), consisting of 50% Teacher Performance and 50% Student Growth Measures (Value-Added, SLO, Vendor).

B. The following teachers will be evaluated using evaluation instruments mutually agreed by the Association and the District that comply with the law:

1. school counselor;

2. speech;

3. psychologist;

4. librarian;

5. licensed/certified staff member assigned to work with students less than fifty percent (50%) of the time.

C. All other licensed/certified staff members assigned to work with students at least fifty percent (50%) of the time will be evaluated using the Teacher Performance Evaluation Rubric and the Student Growth Measures as prescribed in ORC.

D. These procedures shall not apply to co-curricular or other supplemental contracts.

16.3 Schedule for Evaluation

A. Teachers shall be evaluated annually through two formal observations, as well as informal observations and two (2) walkthroughs per observation cycle to be entered on the rubric. Additional formal walkthroughs may be conducted at the teacher's request.

B. Each teacher who received a rating of Accomplished on the teacher's most recent evaluation conducted under this section shall be evaluated once every three (3) school years, so long as the teacher's student academic growth measure for the most recent school year is average or higher. Teachers receiving a rating of Skilled on the most recent evaluation shall be evaluated every two (2) years, so long as the teacher's student academic growth measure for the most recent school year is average or higher. A pre-conference will be available if requested by the teacher or the administrator. One (1) informal observation and a conference must be done by the administration each year for such teachers ranked Skilled or Accomplished.

16.4 Schedule for Observations

A. Teachers being evaluated shall be observed formally twice during the school year no later than May 1, provided that formal observations shall be scheduled at least ten (10) weeks apart, and the teacher shall be notified of the formal observation date and time at least seven (7) days in advance.

B. A teacher who is under consideration for renewal or nonrenewal and with whom the board has entered into a limited contract or extended limited contract pursuant to section 3319.11 of the Revised Code, must be formally observed at least three (3) times. The Superintendent shall have the right to waive the third observation.

C. The teacher will be notified as to the date, time and class in which each formal observation will occur.

D. Each formal observation shall consist of a minimum of thirty (30) minutes of classroom visitation.

E. If the evaluator is unable to observe a teacher at the scheduled time, a new mutually-agreed timeline and observation date shall be established.

16.5 Schedule for Pre- and Post-Observation Conferences

Pre- and post- evaluation observation conferences shall be held during the contractual workday or other mutually agreed time.

A. Pre-Observation Conference:

1. Each formal observation shall include a pre-observation conference at the request of either party. The date of the pre-observation conference should be scheduled after the date of the formal observation has been scheduled. Teachers should be given at least 48-hours' notice to prepare for the pre-observation conference.

2. The purpose of the pre-observation conference is to provide the evaluator and the teacher with an opportunity to discuss the following:

i. the written lesson plan and unit objective(s);

ii. evidence that supports the Teacher Performance Rubric.

3. Due to the fluidity of lesson plans and classroom timing, should lesson plans need to be adjusted prior to the actual observation, the teacher shall inform the evaluator and supply new written plans and unit objectives.

B. Post-Observation Conference:

1. The post-observation conference should include an area of refinement and reinforcement. Discussions of the refinement area shall include suggestions and guidance for growth. The evaluator shall present evidence to substantiate an area of improvement.

2. The Teacher may provide additional information within ten (10) working days of the post-observation conference discussion, and may request another conference with the evaluator.

3. In the event there is a discrepancy concerning the strength of submitted evidence, such a discrepancy regarding the final rating shall be discussed amongst the evaluator, the Teacher, union representation and the Superintendent or Superintendent designee. This meeting shall take place before the final summative rating is submitted.

ARTICLE 17 - EMPLOYEE CONCERNS

17.1 If an employee has a concern related to his/her employment in the Genoa Area Schools that may have arisen from an administrative procedure, Board policy, or provision of the master agreement, the employee shall follow the chain of command, first by contacting the Building

Principal and, if the matter is not resolved, then the Superintendent, in an effort to resolve the concern. The employee may either represent himself/herself or be represented by an elected representative of the Association.

ARTICLE 18 - GRIEVANCE PROCEDURES

18.1 Definition

The Genoa Area Board of Education recognizes that a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievance. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

A grievance shall be defined as a complaint involving the violation of a specific provision of this agreement, administrative rules and regulations, or Board policy directly affecting employee working conditions.

The lodging of any grievance shall be the right of the individual employee.

18.2 Procedure

Step One: Informal Step

Any employee having a grievance shall first discuss it with his/her immediate supervisor within ten (10) working days of the act or occurrence. Prompt and fair handling of a grievance is important to both good morale and effective school administration. Both parties should make sincere and determined effort to settle the grievance at step one within ten (10) working days.

Step Two: Building Principal

If the discussion does not resolve the grievance to the satisfaction of the employee, the employee shall have the right to lodge a written grievance with the building principal. If such grievance is not lodged within fifteen (15) working days following the act or condition which is the basis of the grievance, it shall no longer exist. The grievance shall be on a form supplied by the Board attached hereto. (See Appendix C) A copy of the grievance shall be filed with the Superintendent. The principal shall hold a hearing within ten (10) working days after the receipt of the grievance. The employee shall have the right to be represented at such hearing by counsel and/or by a representative of his/her local employee organization. The building principal shall take action on the written grievance within ten (10) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the Superintendent.

Step Three: Superintendent

If the action taken by the building principal does not resolve the grievance to the satisfaction of the employee, the employee may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) working days from receipt of the written report of actions taken by the principal shall be deemed a waiver of the right to appeal. A hearing shall be conducted by the Superintendent within ten (10) working days after receipt of the request. The aggrieved employee shall have the right to be represented at such hearing by counsel and/or by a representative of his/her local employee organization.

The Superintendent shall take action on the appeal of the grievance within ten (10) working days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the building principal.

Step Four: Arbitration

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may within ten (10) working days from the Superintendent's decision request, in writing, that the matter be submitted to arbitration. The Board and the Association shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the parties shall select one (1) person from such list. The individual so selected shall have authority to assist the parties by mediating the dispute and if unable to reach a resolution of the matter, to issue a recommendation to the Board which will be binding to both parties. The power of the arbitrator shall be limited to the interpretation of the expressed terms of this agreement, and the arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement as written. Further, the arbitrator is specifically prohibited from making any award which is contrary to law. The decision of the arbitrator shall be final and binding upon the parties. Cost of the arbitration shall be shared equally by the parties.

18.3 Working Days

"Working Days" as used in this agreement shall exclude Saturdays, Sundays, Board observed holidays and school vacation periods, except that the term shall not exclude the summer vacation period. Deadlines may be extended through mutual agreement.

ARTICLE 19 - WORK YEAR

19.1 The work year shall consist of a maximum of one hundred eighty (180) days for teachers who are current employees of the Genoa Area Schools and one hundred eighty (180) days for all new employees.

The school year shall be scheduled as follows:

A. One hundred eighty (180) workdays (includes up to two (2) parent-teacher conference days).

B. There shall be one (1) full work-day without students prior to the start of the school year. Teachers shall use this day for preparation. This day shall also be designated as a day for open house use at the elementary buildings if it is decided to be held during the first two (2) days of school.

C. One (1) records day at the end of the first semester, grades K-12.

D. One (1) records day at the end of the second semester, grades K-12.

E. For new employees, one (1) in-service day prior to 180 days school year, to be scheduled by the administration. This day shall be an unpaid day.

ARTICLE 20 - WORKLOAD/WORKDAY

20.1 The workday of all teaching employees shall be seven and one third (7 1/3) hours. Each employee shall be granted a thirty (30) minute duty free lunch period, within the workday.

The workload applicable to employees in the bargaining unit shall be set forth below:

A. Instructional Assignments

Employees in the bargaining unit who are required to perform instructional duties* shall be assigned not more than six and hours and forty minutes of instruction daily, including preparation time.

Instruction for elementary art, music, and physical education for each elementary building shall be provided by teachers certificated or licensed in these subject areas and who are employed to teach only those areas so long as funds are available.

Employees who function as regular classroom teachers on the secondary level shall not be assigned instructional duties in more than four (4) subject preparations daily. This requirement may be waived if this limitation prevents core courses from being offered or if a teacher initiates a waiver.

Employees who function as regular classroom teachers on the secondary level shall not be required to change subject area teaching stations any more than is necessary.

A teacher may be assigned to teach an Early Bird Class 45 minutes prior to the normal start of school/Night Owl Class 45 minutes after the end of the school day if both the teacher and administration mutually agree. Compensation shall be either ending their school day by a time equal to the length of the early bird/night owl class or paying them an amount equal to $1/7^{th}$ of their current salary.

B. Instructional Assignments, Specialist

1. All teaching employees shall, where practical, share equally in student contact time and noninstructional duties.

2. When such employees are itinerant, travel time between buildings shall be computed as part of the workday.

*The term "instructional duties" does not imply specific interaction between the student and the teacher but rather deals with contractual obligations during the normal school operation.

ARTICLE 21 - PREPARATION TIME

21.1 Employees in the bargaining unit shall be granted not less than the following amount of time daily for the purpose of preparation:

Elementary - thirty (30) consecutive minutes, with a minimum of two hundred (200) minutes per week as found in the Ohio Department of Education minimum standards. This does not include common plan time. The purpose of common planning is to share instructional strategies between same grade level teachers. Said teachers will meet for common planning at the direction of administration a maximum of twice per week above and beyond normal plan time.

Middle School - one (1) class period.

High School - one (1) class period.

Preparation time will fall within the "normal teacher workday."

ARTICLE 22 - SUBSTITUTING DURING CONFERENCE AND PLANNING TIME

22.1 The administration will make an appropriate effort to secure substitutes. When a teacher is directed to assume the responsibilities of another teacher who is absent or on leave, he/she shall be compensated at the hourly rate figured at MA-0 on the current salary schedule.

ARTICLE 23 - ATTENDANCE BY REGULAR CLASSROOM TEACHERS AT I.E.P. MEETINGS

23.1 Whenever a regular classroom teacher is required by administration to attend a meeting for the purpose of developing or changing an IEP which is held after school hours or during his/her preparation period, the employee shall be compensated at the hourly rate figured at MA-0 on the current salary schedule. No such meeting shall be scheduled during a teacher's duty-free lunch.

23.2 Teachers shall be provided at least twenty-four (24) hours advance notice of any MFE, IEP, SAT (K-5 grades), or 504 meeting, and such meeting shall be scheduled at the beginning or end of the teacher's work hours whenever practicable. Teachers serving on an SAT will receive a yearly stipend of four hundred fifty dollars ($450.00), and teachers participating in any number of 504 plans will receive a total lump-sum stipend of seventy-five dollars ($75.00) at the conclusion of the school year. Teachers will not be responsible for writing 504 plans, but shall participate in such plans by providing input, assisting in implementation and attending needed meetings.

23.3 There shall be a Student Assistance Team consisting of five (5) members at the elementary school. The team at the school shall include the speech, reading, and intervention specialists/teachers if these teachers wish to be on the team. Any additional vacancies on the team shall be filled by regular classroom teachers. The following provisions shall apply:

1. In the event that a classroom teacher needs to refer a student to the SAT committee for evaluation, the teacher shall first file the "Intervention Assistance Team Staffing Notice" with the building principal.

2. When the Assistance Intervention Team Staffing Notice is returned to the referring classroom teacher, the teacher will choose one of two options:

A. Voluntarily agree to attend the SAT meeting at designated appointment time,

Or

B. Check the new language option which reads: Will meet with SAT committee member and provide a written summary.

i. SAT member and referring classroom teacher will meet at a mutually convenient time to develop a written summary.

ii. The SAT member will present information/written summary at the SAT team meeting on behalf of the student and referring classroom teacher.

3. It is further understood and agreed that there are two weekly common planning times, which if are administrative directed, take priority and may not be available for use to meet and confer with committee member(s).

ARTICLE 24 - CLASS SIZE/PUPIL LOAD

24.1 Standards for class size maximum and pupil load ratios shall be as set forth below. A class load may exceed thirty (30) students with teacher approval. When a teacher approves for more than thirty (30) students in his/her class, he/she shall be paid for each student $1/30^{th}$ of his/her daily salary for each day such student(s) are in his/her class.

A. Regular Classes, Elementary Level

Grades K-6: 25 pupils optimum, 30 limit

Split grades: 20 optimum, 24 limit

B. Classes, Secondary Level

25 pupils optimum, 30 limit

C. Special Education

Pupils in EMR, MH and LD shall be assigned in accordance with State of Ohio Minimum Standards.

D. Limited Facilities

In classes where there exist physical limitations as to the number of operating student work stations, class size should be limited to the number of operating student work stations. Among such classes are art, science laboratories, typing, industrial arts, home economics, and, although not listed, classes in which instruction is largely dependent upon the use of special equipment, machines or other mechanical devices or special work stations of highly individualized nature.

E. Exceptions

The class size maximum listed above may be exceeded in cases of team teaching, large group instruction, musical ensembles, band and experimentation, College Credit Plus, or lecture hall style classes, provided that at least one of the following conditions applies: the same average ratio of professional employees to pupils is maintained; the affected employees agree; the overage is traditional with or peculiar to the area of instruction.

F. Specialist

When specialists are employed consideration will be given to State of Ohio Minimum Standards.

ARTICLE 25 - SCHOOL CLOSINGS AND DELAYS

25.1 When all schools are officially closed or delayed because of inclement weather or other public calamity, employees shall be released from duty for the same period of time. (Example: schools delayed for one (1) hour for students - employees may arrive one (1) hour later than normal arrival time). Employees shall be required to make up, without additional pay, hours lost as a result of school closings or cancellation of classes to maintain a minimum student calendar according to the State minimum calendar.

The hours shall be made up by adding the hours to the school's calendar at the end of the school year when the total days exceed those approved by the State Department of Education.

When schools are closed early, employees in the bargaining unit shall not leave early until all students are released.

25.2 The first four calamity days will be traditional calamity days, where both students and staff are not required to attend school or complete work. Any additional days will be made up through virtual learning. Teachers are permitted to work from home during a virtual learning calamity day.

ARTICLE 26 - STAFF MEETINGS

26.1 Employees shall be required to attend no more than nine (9) staff meetings per year which shall be scheduled by the building principal. Staff meetings shall be scheduled with two (2) weeks' advance notice, unless it is not practicable to do so in which event notice will be provided as soon as possible, and all attempts will be made to not exceed seventy-five (75) minutes for such staff meetings.

ARTICLE 27 - LEAVING THE BUILDING

27.1 Employees may leave the building during their thirty (30) minute duty-free lunch period but must notify the principal before doing so. Employees may not leave the building at other times during the workday without prior approval of the building principal.

ARTICLE 28 - FOUL WEATHER POLICY

28.1 Athletics and Other Activities

When there is "no school" due to inclement weather, all games, contests and practices controlled by the Genoa Area Local School District shall be suspended. The Superintendent or his/her designee shall review weather, road and other factors by noon of that day and determine if the aforementioned can go forward or be cancelled.

A. Before contest begins:

Administrator-in-charge, after consulting with head coach, makes the decision as to continue, postpone, delay or cancel activity if there is imminent danger to participants. For example, thunder and lightning.

B. After contest begins:

Activity is under control of officials. However, administrator-in-charge shall inform officials as to local policy of delaying, postponing or canceling activity.

C. Practice sessions:

Administrator-in-charge, after consulting with head coach, shall determine if practice shall be delayed, postponed or canceled.

D. When no administrator is present and the coach is the official-in-charge, he has the final authority to delay, postpone, cancel or otherwise direct participants to safety.

28.2 Band

Practice and formal activities:

Administrator-in-charge after consultation with Band Director shall determine participation of band students. In cases where the Band Director is the official-in-charge, the Director has the authority to postpone, cancel, delay or otherwise direct the band to safety.

ARTICLE 29 - SUBSTITUTES

29.1 Procedures for securing substitutes shall be the responsibility of the Board of Education.

29.2 When statewide test(s) requires in-house grading, the Board shall provide one, ½ (one-half) day substitute teacher, per teacher, per test, for the purposes of teacher grading.

ARTICLE 30 - JOB DESCRIPTIONS

30.1 The Association shall be furnished with a copy of the job descriptions covered under the terms of this Agreement.

Prior to any change in any job description covered under this Agreement, the Association shall be notified of such changes anticipated and the effective date of such change.

The Board retains the right to change the job description to conform with the needs of the position and upon consultation with the Association.

ARTICLE 31 - TEACHER AIDES

31.1 To assist employees in doing various duties, the Board agrees to consider hiring aides and paraprofessionals. The number and use of aides and paraprofessionals shall fluctuate depending

on the finances of the District, educational priorities and the recommendations of the administrative staff. The use of aides shall be in accordance with ORC 3319.088.

ARTICLE 32 - BUILDING SUPERVISION DURING ABSENCE OF PRINCIPAL

(Suspended for duration of contract)

32.1 A unit member in charge of the building during the absence of the principal shall be known as the "head teacher." Such head teacher shall perform duties as prescribed by guidelines established in writing by the Superintendent, provided that such duties shall not include:

A. Duties when the principal is in the building.

B. Filling out routine reports required of the principal.

C. Duties beyond the principal's regular day.

The head teacher shall be appointed annually by the Superintendent upon recommendation by the principal. The unit member accepting the position of head teachers shall be employed under a supplemental contract.

ARTICLE 33 - PERSONAL PROPERTY PROTECTION

33.1 The Board will provide a small area within each classroom such as file cabinet or cupboard that can be locked.

It is the responsibility of the employee to see that his/her personal items are placed therein and adequately secured.

ARTICLE 34 - EMPLOYEE FACILITIES

34.1 The Board shall make available in each building facilities that are designated for use by teachers only including the following:

A. Clean, sanitary lunch room with tables and chairs.

B. Clean, sanitary rest room.

C. Telephone for use by staff.

These lounges shall be used by teachers for lunch, restroom breaks or planning, and shall not be used as a classroom.

ARTICLE 35 - PARKING FACILITIES

35.1 The Board agrees to provide parking facilities for employees in the bargaining unit at each school building in the District.

ARTICLE 36 - SAFE WORKING CONDITIONS

36.1 When unit members believe that conditions exist that present unsafe or hazardous conditions or when they are asked to perform tasks which they believe may endanger their health, safety or well-being, they are to bring it to the attention of the superintendent. The superintendent shall have the matter investigated by proper authorities. Appropriate corrective measures shall be taken as soon as is feasible.

ARTICLE 37 - ADMINISTERING MEDICATION

37.1 Employees in the bargaining unit shall not be required to administer medication or perform any medical procedures such as tube feeding, cauterization, or injections, etc., to pupils, unless the procedures are specifically stated in an employee's job description. Pupils shall be referred to proper, designated medical personnel.

ARTICLE 38 - ENFORCING PUPIL BEHAVIORAL POLICIES

38.1 Each employee shall be provided by the end of the first actual week with students with copies of the Board's policies, guidelines and regulations concerning pupil behavior and the duties, responsibilities of all personnel regarding enforcement.

Provisions of such policies, guidelines and regulations not withstanding an employee may not exclude a pupil from the classroom without the consent and approval of the principal.

ARTICLE 39 - GRADE CHANGES

39.1 The teaching employee shall have the right to determine the grades of students. If there is a conflict between the teaching employee and the student, concerning the student's grade, the principal shall discuss the issue with the two parties. The principal and teacher shall confer to make the final decision. If no agreement is reached, the Superintendent shall make the final decision.

39.2 Computerized Grade Cards

All grades K-12 shall be submitted using a NOECA computerized grade card program. In the event the current NOECA computerized grade card process (Progress Book) is changed, a

committee comprised of two (2) administrators and two (2) Association members shall be appointed to provide input and make recommendations regarding a replacement computerized grade card process.

ARTICLE 40 - ADOPTION OF SCHOOL CALENDAR

40.1 The GAEA and the administration will work together to create a calendar(s) to submit to the Board for its initial review at the January Board meeting.

First semester teachers' records day will be a floating day because of weather conditions.

Martin Luther King Day and/or Presidents' Day will be used as make-up hours for calamity hours if all state-allowed calamity days have already been used and make-up hours are required before either Martin Luther King Day or Presidents' Day.

ARTICLE 41 - CONSULTING TEACHER PROGRAM

41.1 The Genoa Area Local Schools and the Genoa Area Education Association shall be a part of State Department of Education Ohio Teacher Residency Program, once the program has been established and rules have been issued.

The Teacher Residency Program is found in Appendix D.

ARTICLE 42 - EXTENDED SERVICE

42.1 Extended service shall be as follows:

A. HS/Music Department-total of twenty-eight (28) days. The principal(s) shall confer with teachers before making the final determination on how days are distributed. However, the building principals will make the final decision regarding the allocation of days.

B. Elementary Vocal/Instrumental Music - total of five (5) days. The principal(s) shall confer with teachers before making the final determination on how days are distributed. However, the building principals will make the final decision regarding the allocation of days.

C. School Counselors - maximum total of fifteen (15) days per counselor to be arranged by mutual agreement of the affected employees.

D. Any teacher who is reassigned by the administration to a new building– maximum total of two (2) days to be arranged by mutual agreement of the affected employee, which shall be paid at the daily rate based upon current rate/scale placement for the school year for which the reassignment occurs.

E. Any teacher who is reassigned by the administration to a new classroom shall have a maximum of one (1) day to be arranged by mutual agreement of the affected employee, which shall be paid at the daily rate based upon current rate/scale placement for the school year for which the reassignment occurs.

F. Librarian/Media Specialists will be allowed to use one professional day a quarter to close the libraries and work on various district-wide duties. No additional pay will be provided for this.

ARTICLE 43 - PARENT-TEACHER CONFERENCES

43.1 K-12 conferences shall be scheduled from 7:30AM-7:00PM. A nonstudent teacher workday from 8:00-11:00AM will be scheduled on the next day to replace a teaching day. The day prior to Thanksgiving (Wednesday) will be a non-workday.

ARTICLE 44 - SELECTION OF TEACHING MATERIALS

44.1 Consistent with Board policy and available funds, the Board agrees to provide and maintain teaching materials for each employee in the bargaining unit.

Each employee shall receive, at Board expense, a teacher's edition of each textbook used in courses the employee is expected to teach prior to the opening of school, whenever these are available from the publisher.

ARTICLE 45 - COOPERATING TEACHER RESPONSIBILITIES

45.1 Employees may elect to supervise student teachers. No additional compensation or release time will be granted by the Board to the employee for the express purpose of supervising student teachers. Cooperating teacher fees, if paid by the university to the Board, shall be paid by the Board to the employee involved.

The policy and procedures of the college or university pertaining to payment of the cooperating teacher shall be followed.

The ultimate responsibility for obtaining payment from the college and university belongs to the cooperating teacher.

ARTICLE 46 - ACCOUNTING OF EMPLOYEE SICK AND PERSONAL LEAVE

46.1 Each employee shall be notified on each paycheck received as to an accounting of accrued sick leave and personal leave.

ARTICLE 47 - ASSAULT LEAVE

47.1 Notwithstanding the provision of Section 3319.143 of the Ohio Revised Code, the Board will grant assault leave to cover employees absent due to any physical disability resulting from an assault under the following conditions:

A. Any employee who must be absent from his or her duties due to disability, rape or attempted rape, resulting from an assault by a student, an intruder on school property, or the parent or legal guardian of a student, while teaching or performing administrative duties, or in school related activities, on or off school premises before, during or after school hours, will be paid his or her full scheduled compensation during his or her period of disability. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after the time period for which such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave," and shall not exceed the period of disability.

B. Before assault leave can be approved, the employee (if physically able) shall furnish to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof, including the location and time of the assault, names and addresses of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its probable duration which has been signed by a licensed physician.

C. Falsification of either the written, signed statement of the events or circumstances surrounding the assault or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 R.C.

D. Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee or leave granted under regulations adopted by the Board, pursuant to 3319.08 R.C., or any other leave to which the employee is entitled. Covered employees will receive his or her full scheduled compensation under assault leave benefits for the period of disability not to exceed twenty (20) days less any amounts received by the employee as compensation under the Workers' Compensation Act of Ohio for disability payments during the aforesaid period.

E. No payment of assault leave shall be made or required for any period which the employee elects to take sick leave, however, the employee may also use sick leave after assault leave has been exhausted.

F. Nothing in this section or otherwise shall prohibit the employee's right for all benefits of every kind, nature and description prescribed by the law (medical, partial and permanent disability benefits), exclusive of assignments as described in paragraph D. above.

G. Payment of assault leave shall be at the regular rate of pay at the time of assault, plus any adjustments granted if the teacher had been in regular service.

H. Payment shall be discontinued in the event that the employee begins to receive retirement benefits under the State Teachers' Retirement System. In all other respects not covered by this section, the provisions of 3319.143 shall apply.

I. Nothing in this section shall be construed to cover injuries resulting from instances of negligence only.

J. In the event of a job related assault that results in injury, the employee shall immediately be excused from his/her duties to secure a physical examination.

K. If the period of disability exceeds twenty (20) days the Board may have the employee examined by a physician of its choosing at its expense to determine the continuing need for leave. If the teacher's physician and the Board's physician do not agree, the teacher may file a grievance.

ARTICLE 48 - ASSOCIATION LEAVE

48.1 Association Official Leave

Upon application, an unpaid leave of absence shall be granted to no more than one (1) employee in the bargaining unit at any one time for the purpose of serving in an Association elective office at the state or national level. Such leave shall be for a period of time not less than the full term of the office held, but may not include a part of a school year.

Upon expiration of such leave, the employee shall be returned to the same or a similar position as that held previously. Neither seniority nor rights to any benefits paid by the Board shall accrue during the period of such leave and upon the return of the employee from such leave, the employee shall be placed on the salary schedule at the step the employee would have been placed during the first year of such leave.

48.2 Association Business Leave

As many as four (4) members of the Association who are delegates or appointees to the convention or meetings of the Ohio Federation of Teachers, American Federation of Teachers, or AFL-CIO, shall be granted leave, up to two (2) days each with full pay, to attend such functions. The Board will not be responsible for the cost of food, lodging, transportation or any fees connected with the meetings.

The Association shall reimburse the District for the cost of any substitute teachers who are hired for as a result of Association members using this leave.

Notice shall be given to the Superintendent and principal at least five (5) days in advance of the absence.

ARTICLE 49 - BEREAVEMENT LEAVE

49.1 Sick leave may be used because of death in the immediate family. If necessary, an employee may use sick leave up to five (5) days per year for each death. The immediate family is defined as mother, father, son, daughter, husband, wife, sister, brother, parent of current spouse, grandmother, grandfather, grandchild, or comparable in-laws. Additional days may be granted by the Local Superintendent.

49.2 Employees in the bargaining unit shall be granted up to two (2) days of paid leave in the instance of the death of a spouse or child of said employee. Prior to the use of this leave, the employee shall have exhausted the five (5) sick leave days as specified in paragraph 49.1. Additional sick leave days may be granted by the Local Superintendent.

ARTICLE 50 - PERSONAL LEAVE

50.1 Three (3) unrestricted personal days may be used each school year. They may not be taken the first week or last two weeks of the school year without prior approval of the Superintendent.

50.2 These days may not be taken the day before or after a school vacation or holiday without prior approval of the Superintendent.

50.3 Employees may not use personal leave on two (2) consecutive days in May.

50.4 Employees may redeem personal leave days in full day increments at any point during the school year in accordance with the following schedule:

1st Personal Day:	$100.00
2nd Personal Day:	$300.00 ($400 total for 2 days redeemed)
3rd Personal Day:	$350.00 ($750 total for 3 days redeemed)

Any request to redeem personal days shall be made in writing to the Treasurer no later than June 1st.

50.5 The employee may elect to convert one (1) personal leave day to one (1) sick leave day leave day at the end of the school year by notifying the Treasurer of their intent to do so in writing no later than June 1st.

ARTICLE 51 - EXTENDED ILLNESS LEAVE

51.1 An employee who has exhausted all available paid leave and who is unable to work because of illness or other disability shall be granted an unpaid leave of absence of up to two (2) school years. Such leave may be renewed upon the employee's subsequent request. The employee on extended illness leave shall not lose, but shall not accrue, service credit for salary, seniority or retirement purposes.

ARTICLE 52 - FAMILY AND MEDICAL LEAVE

52.1 The Board and employees shall have whatever rights, duties, discretion and responsibilities as are set forth in the Family and Medical Leave Act (FMLA) of 1993 as it currently exists or may be amended. Employees may not be required to substitute paid leave, personal days, maternity leave or sick leave for unpaid leave during an FMLA leave, and it shall be the employee's option to utilize said paid leave, personal days, maternity leave or sick leave.

ARTICLE 53 - JURY LEAVE

53.1 Employees who are requested to perform jury duty will be considered as being in attendance and shall suffer no loss of salary, benefits or other contractual advantage as a result of such leave.

ARTICLE 54 - LEGAL LEAVE

54.1 Employees in the bargaining unit shall be granted paid leave to appear in court when duly subpoenaed for Genoa Area Local School District related business. Such leave shall not be considered or charged to the employee as personal or professional leave.

ARTICLE 55 - MATERNITY/ADOPTION/CHILD CARE LEAVE

55.1 Pregnancy Leave

A. A pregnant unit member shall be granted, upon written request, unpaid Pregnancy Leave. The effective date of such leave shall be that as determined by the unit member and her physician. The unit member shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such notice cannot be given because complications in her pregnancy require her to begin leave within the thirty (30) days. In such event, the Superintendent shall be notified as soon as possible of the starting date of the leave.

B. A pregnant unit member may use accumulated Sick Leave while pregnant, and up to six (6) weeks after termination of the pregnancy.

C. Upon return to service following Pregnancy Leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in this Master Agreement. Such return shall include advancement on the salary schedule for each work year in which the combined total of in-service days, days worked, used Sick Leave days, used Personal Leave days, and used Professional Leave days equal at least one-hundred-twenty (120) days.

D. Fringe benefits coverage shall be maintained by the Board while the unit member is on a paid status. When the unit member is not on paid status, he/she shall be permitted to continue any or all fringe benefits by making advance payments to the District's Treasurer.

55.2 Adoption Leave

A. Any unit member shall be granted, upon written request, leave for the purpose of receiving an adopted child providing he/she is the adoptive parent.

B. Adoption Leave shall be for up to six (6) weeks at the discretion of the unit member, without pay. The unit member may use all or part of his/her accumulated Sick Leave during this six (6) week period.

C. Notice of Adoption Leave shall be made to the Superintendent in writing at least thirty (30) days in advance of the date such leave is to begin unless the unit member becomes aware of the date of receiving a child during the thirty (30) day period in which case the Superintendent shall be notified as soon as possible.

D. Upon return to service following Adoption Leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise provided in the Master agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days worked, used Sick Leave days, used Personal Leave days, and used Professional Leave days total one-hundred-twenty (120) days.

E. When the unit member is not on paid status, he/she shall be permitted to continue any or all fringe benefits by making advance payments to the District's Treasurer.

55.3 Child Care Leave

An employee may request an unpaid leave of absence for the purpose of rearing a newborn child. This request shall be submitted to the Superintendent in writing at least thirty (30) days in advance of the effective date of the leave. However, if the date of the child's birth requires leave to begin in less than thirty (30) days, the employee need only provide such notice as is practicable.

This request shall state the length of absence desired by the employee. Employees shall be entitled to childcare leave up to twelve (12) weeks in accordance with the Family and Medical Leave Act. Further, employees shall be entitled to a continuous childcare leave of up to fifteen

(15) consecutive calendar weeks. Extended leave may be granted by the Board upon recommendation of the Superintendent in exceptional cases involving specific medical circumstances that justify the need for additional leave. Upon return to service following childcare leave, the employee shall be entitled to reinstatement to the same contractual status which was held prior to the leave. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days worked, used Sick Leave days, used Personal Leave days, and used Professional Leave days total one-hundred-twenty (120) days.

55.4 Service Credit/Insurance Premiums. Employees on unpaid maternity, adoption or child care leave shall not lose, but shall not accrue, service credit for salary, seniority or retirement purposes.

With respect to an employee who is on unpaid maternity, adoption or child care leave, the insurance premiums mentioned in Article 68, of this agreement will be paid by the Board of Education for the period of time which qualifies as Family and Medical Leave Act leave. Thereafter, if the employee is still on the same leave, he/she shall have the right to pay all such premiums himself/herself.

ARTICLE 56 - MILITARY LEAVE

(Ohio Revised Code Section 3319.14)

56.1 "Any employee who has left, or leaves, a teaching position, by resignation or otherwise, and within forty (40) school days thereafter entered, or enters the armed services of the United States or the auxiliaries thereof, or such other services as are specified in Section 124.29 of the Revised Code, and who has returned, or returns, from such service with a discharge other than dishonorable, shall be reemployed by the Board of Education of the district in which the employee held such teaching position, under the same type of contract as that which the employee last held in such district, if the employee, within ninety (90) days after such discharge, applies to the Board for reemployment. Upon such application, the employee shall be reemployed at the first of the next school semester, if the application is made not less than thirty (30) days prior to the first of the next school semester, in which case the employee shall be reemployed the first of the following school semester, unless the Board waives the requirement for the thirty (30) day period."

For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof, shall be counted as though teaching service has been performed during such time.

The Board of Education of the district in which such employee was employed and is reemployed under this section may suspend the contract of the employee whose services become unnecessary by reason of the return of an employee from service in the armed services or auxiliaries thereof, in accordance with Section 3319.17 of the Revised Code.

56.2 Public Officers and Employees in Military Service Entitled to Leave of Absence. (Ohio Revised Code Section 5923.05.)

"All officers and employees of the state or the political subdivisions thereof who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or members of other reserve components of armed forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one calendar year."

ARTICLE 57 - PROFESSIONAL LEAVE GUIDELINES

57.1 On approval of the building principal, Superintendent and the Board of Education, a professional leave without loss of pay may be granted for employees for the purpose of attending a professional meeting, according to the following conditions:

A. Application forms shall be available in the office of each school.

B. No more than three (3) employees may attend any one particular meeting that requires absence from classroom duties. In the area of athletics, attendance will be limited to no more than three (3) employees per sport. Such employees shall be current coaches in that sport and selection shall be determined by the Head Coach.

57.2 Professional Leave Guideline Expenses

Board Policy:

1.	Travel allowance, private car	Current I.R.S. rate
2.	Registration fee	100% (not to include membership dues)
3.	Lodging	100% of the single rate at the conference hotel per night not to exceed $125.00
4.	Food	Breakfast $10.00 Lunch $15.00 Dinner $25.00

Receipts must be submitted for reimbursement and appropriate tax-exempt forms used. The District shall not be responsible to reimburse any tax paid that is subject to exemption.

Employees falsifying documents for payments shall be subject to immediate dismissal.

Total cost to the Board shall not exceed two hundred dollars ($200.00) per person for any meeting including travel allowance, registration fee, lodging, and food. The Board can not pay expenses of employee's spouse or family.

A. No employee will receive expenses for more than two (2) professional meetings per school year. The annual Sports Medicine Clinic shall be in addition to the above. No more than one (1) meeting shall be approved for the co-curricular area that requires absence from classroom duties.

B. Conference must be in certification area and teaching assignment.

C. Conference expenditures are limited to current year's appropriations. The Board agrees to allocate funds annually ($75.00 per employee or $6,825.00 whichever is greater) for attendance at professional meetings. Such allocation shall be equally divided between the District's first and second semester, the unused allocation from the first semester shall be carried forward for use in the second semester. Allocated funds above will not be used for any co-curricular professional leave expense reimbursements. This shall not apply to meetings/conferences which employees are required to attend by the Superintendent.

D. Definition of a Professional Meeting:

A professional meeting is a meeting or conference or workshop related to the employee's certification or teaching assignment or extra-curricular duties.

E. It is understood that for the purposes of Board paid expenses, this definition does not include:

1. Courses leading to college or university credit.

2. Meetings attended by the employee that do not directly relate to the present assignment or an assignment made for the following year.

3. Conventions or meetings of the current State and National affiliates in which union business or political action is a part of the program.

4. Serving as an officer or on a committee in any organization.

57.3 Use of paid professional leave shall be approved following the guidelines jointly established by the Board and the Association. The Treasurer will provide to the Association upon request, in writing or by e-mail, information regarding the year-to-date professional leave expenditures.

57.4 When the funds allocated for professional leave have been exhausted, teachers may request professional leave without cost to the Board for the expenses of such leave. Approval for such leave shall be subject to the guidelines jointly established by the Board and the Association.

57.5 An employee shall be entitled to leave for the purpose of giving presentations at conferences, workshops, in-services or other educationally related professional activities upon his/her application.

Leave for professional activities shall be charged first to unused personal days and professional leave days. All other requests shall be charged to the employee as an unpaid leave.

ARTICLE 58 - SABBATICAL LEAVE

58.1 An employee who has completed five (5) years of service may, with the permission of the Board and the Superintendent of Schools, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions:

The employee shall present to the Superintendent, for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The employee may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the employee has completed twenty-five (25) years of teaching in this state.

The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the employee's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any employee more than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

ARTICLE 59 - SICK LEAVE

59.1 Each full time employee shall be credited with one and one-fourth (1 1/4) days of sick leave for each month up to fifteen (15) days per year. A total of two hundred eighty-five (285) days may be accumulated. New teachers shall be granted five (5) days sick leave in advance which will be a part of the total days that will be accumulated for the year. (Ohio Revised Code Section 124.38.)

A. Sick leave may be used for personal illness, injury, or exposure to a contagious disease which is communicable to others. The employee must furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the ORC.

B. Sick leave may be used for illness or injury in the immediate family. The immediate family is defined as husband, wife, son, daughter, mother, father, brother, sister or anyone who is residing in the same household. Sick leave may be used in the instance of the death of an immediate family member as defined in Article 50.

C. Leave may be taken in full-day or half-day increments.

59.2 When an employee has used five (5) days or more of sick leave within any three (3) month period, a review may be conducted by the Superintendent. If the Superintendent finds that there has been abuse, his/her findings and recommendations shall be the basis for corrective action, from an oral warning up to and including discharge.

ARTICLE 60 - UNPAID LEAVE

60.1 Any employee will be eligible for up to two (2) days of unpaid leave. These days will not accrue. Any unused days of unpaid leave shall not be carried over. Only full days will be used. Application must be made at least three (3) weeks in advance. These days will not be taken the first week or last two (2) weeks of the school year or in May nor may these days be taken in conjunction with a school vacation or holiday without prior approval of the Superintendent.

ARTICLE 61 - PAY PERIODS

61.1 The Board agrees that the annual salaries set forth in this agreement shall be paid employees in twenty-six (26) equal biweekly installments on Fridays. Payment shall be made by direct deposit for all employees.

61.2 In any fiscal year where the payroll schedule will create twenty-seven (27) pay periods the schedule will be adjusted to twenty-seven (27) pay periods. Employees will be notified at the beginning of the contract year in the event that there will be twenty-seven (27) pay periods.

ARTICLE 62 - SICK LEAVE BANK

The purpose of this bank shall be to provide teachers who have exhausted all paid leave with additional sick leave days for a catastrophic illness or injury.

When teachers exhaust their sick leave days, they may apply for a number of days needed to resolve their medical problems. The maximum number of days a teacher will be allowed to apply for is sixty (60) days per occurrence or the remainder of the school year, whichever is less, for the illness or injury of the bargaining unit member, spouse, child or domestic partner. Any unused portion of the pool shall remain in existence for the applicant only for the following year in case of relapse or complications. If during the following year the remaining days are not needed, they will be surrendered at the completion of the school year, and those days shall be credited to the recipient's accumulated sick leave balance.

Application to draw days from this pool must be recommended by a committee comprised of the Superintendent, Treasurer, GAEA President and a GAEA member on the appropriate form to the Superintendent. All accumulated sick leave days during the time of the sick leave shall be

exhausted before days from the pool may be used. No recipient of leave from the sick leave bank shall earn additional sick, personal or any other type of leave while using the donated leave.

The Association shall send a written notice to the Treasurer that details the number of sick leave days to be deducted from each bargaining unit member, which shall also include a signed statement from each member authorizing the Treasurer to transfer the days. The donation of days to the sick leave pool shall not affect any "Perfect Attendance" section of the contract.

So that it will be a shared cost between the District and the Association, the ratio of three (3) days donated equal one (1) day into the pool for a recipient. Donors may donate up to a total of two (2) recipient days (6 donor days) to this program per recipient per school year.

Use of this program is limited to cases of catastrophic or life-threatening illness or injury to a bargaining unit member, spouse, child or domestic partner as approved by the Association. For purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic or life-threatening illness include, but are not limited to, the following: accident resulting in multiple fractures or amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing paralysis, a rare disease, severe burn involving over twenty (20) percent of the body, severe head injury requiring hospitalization, spinal cord injury or stroke.

The program may not be used for a routine pregnancy, any injuries related to drug or alcohol use or a chronic injury that is not life threatening or is easily manageable (e.g. high blood pressure, diabetes, etc.).

This sick leave bank may not be used as a means for increasing retirement compensation and/or severance pay, nor shall it prevent or prolong a bargaining unit member from applying for and going on disability retirement.

All information will be kept confidential to the extent permitted by law.

ARTICLE 63 - CO-CURRICULAR PAYMENTS

63.1 Employees shall be entitled to the following schedule and method of payment for duties by notifying the Treasurer on the contract:

A. 100% upon completion (must be used for all non-staff).

B. 50% upon completion of ½ of the activity.
50% upon completion of all the activity.

C. Divided equally in twenty-six (26) biweekly pay periods. (For year-long co-curricular contracts only.)

ARTICLE 64 - PAYROLL DEDUCTIONS/COMPUTER CAPABILITIES

64.1 All deductions required by law plus any additional agreed upon by both parties.

64.2 Employees will be notified of current salary by in-district e-mail.

ARTICLE 65 - FAIR SHARE FEE

65.1 The Genoa Area Board of Education agrees to automatic payroll deduction as a condition of employment, of an amount not to exceed the dues of the GAEA, and its current state and national affiliates, from the pay of all bargaining unit members who elect not to become members of the Association or who elect not to remain members.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction. Payroll deduction of such fair share fees shall begin at the first payroll period, in December and shall continue through the remaining number of payroll periods over which Association membership dues are deducted, according to Article 65.

Dues rates and fair share rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted no later than October 1st of each year. The GAEA shall furnish the employee's name, social security number and the amount of the deduction in a format acceptable to the Treasurer's Office. Upon request the Treasurer's Office will assist the GAEA in developing the format. The Board agrees to promptly transmit all dues and all fair share fees deducted to the Association. The Board further agrees to accompany each such transmittal with the list of the names of bargaining unit members for whom all such deductions were made, the period covered and the amounts deducted for each.

Failure to submit the list of member deductions by the October 1st due date shall result in the forfeiture of the right to have deductions taken for the remainder of the school year.

In accordance with law, employees paying fair share fees shall be informed of their rights with respect to this provision of the contract prior to any fair share fee deduction from their paycheck. Such information shall include information required by law and rebate procedures adopted by the Association. The provisions of Ohio Revised Code Section 4117.09 shall apply with respect to employees who object to said fair share fee on religious grounds.

65.2 The Association shall indemnify and hold the Board and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with any of the provisions of this Article.

ARTICLE 66 - EMPLOYEES' SALARY SCHEDULE PLACEMENT

66.1 New employees shall be placed on the salary schedule in accordance with their training and years of teaching service, including military service, up to a maximum of ten (10) years. A year of service is defined as at least one hundred twenty (120) days, excluding substitute teaching days, under contract.

66.2 Credit shall be given for active duty with the Armed Forces Services up to a maximum of five (5) years. A year of credit shall be defined as at least eight (8) months of continuous service. Proof of time in service must be presented before the 15th of September of the school year.

66.3 Regular part-time employees shall be paid in accordance with the salary schedule, prorated according to the number of hours they are scheduled to work each full workweek compared with 35 hours. A "regular part-time employee" shall mean any employee employed more than forty-five (45) workdays on a regular basis who is scheduled to work less than 35 hours each full workweek, but shall not include tutors or substitutes.

66.4 Employees completing training in the field of education which would qualify them for a higher salary bracket must file a transcript or formal letter from the institution verifying the course work taken. This must be filed with the Superintendent's secretary by November 1st for course work taken in the second semester or during the summer, and by March 1st for course work taken in the first semester. The superintendent's secretary shall notify the Treasurer of said change and the Treasurer shall adjust the employee's pay, retroactive to the first day of the contract year for course work taken in the second semester or during the summer and to January 1st for course taken in the first semester.

The following examples illustrate the payment schedule:

Classes Taken	File	Pay
Winter(Jan-June 22) Summer (June-Aug 22)	Nov. 1st of 2022 to Superintendent's Secretary	retro to 7/1/22
Classes Taken	**File**	**Pay**
Fall (Sept–Dec 22)	March 1st of 2023 to Superintendent's Secretary	retro to 1/1/23
Winter (Jan–June 23) Summer (June-Aug 23)	Nov. 1st of 2023 to Superintendent's Secretary	retro to 7/1/23
Fall (Sept-Dec 23)	March 1st of 2024 to Superintendent's Secretary	retro to 1/1/24

Credit for additional hours taken in the field of education during the first semester will be given if hours qualify teacher for next step in schedule. Salary adjustment will be made at the end of the first semester only.

Credit for BA+8/12, BA+16/24, BA+24/36, M quarter hours bracket must be earned after the date of and beyond the Bachelor's Degree and eligibility for a teaching certificate.

Credit for the MA+8/12, MA+16/24, MA+24/36 quarter hours' bracket must be earned after the date of and beyond the Master's Degree in the field of education.

Course work taken beyond the BA Degree and original certificate must be from an accredited institution and taken in pursuit of an education degree. Any course work not in these categories must be validated by a written report detailing the correlation between the course work and the teacher's assignment. This course work must have prior approval from the LPDC.

66.5 Longevity Pay

Employees hired on or before July 1, 2009 shall be provided longevity pay in accordance with this Section. Longevity pay shall begin after the 12th year of the Salary Schedule (Step 13). For employees who were hired prior to July 1, 2009 but who were not entitled to receive longevity pay prior to July 1, 2009, longevity pay shall be paid in accordance with the following schedule:

BA	BA+8/12	BA+16/24	BA+24/36	MA	MA+8/12	MA+16/24	MA+24/36
$500	$750	$1,000	$1,500	2,500	$3,500	$4,000	$4,500

For employees who received longevity pay prior to July 1, 2009, longevity pay shall be paid in accordance with the following schedule:

BA+16/24	BA+24/36	MA	MA+8/12	MA+16/24	MA+24/36
$1,500	$2,500	3,500	$4,750	$5,000	$5,250

ARTICLE 67 - RETIREMENT BENEFITS

67.1 Any current employee who has had five (5) or more consecutive years of service in the Genoa Area Local School District, whose effective date of retirement with the State Teachers Retirement System is within ninety (90) days from the last paid day of service, will be paid, upon written application thirty percent (30%) of the employee's accumulated sick leave days. Such payment shall eliminate all sick leave credit accrued by the employee at that time.

The severance pay described above shall be paid to the estate of an employee who is eligible to retire by STRS guidelines and dies while still employed by the Genoa Area Local Schools.

Payment shall be calculated on the employee's daily rate of base pay at the time of retirement or death.

Severance monies shall be deposited into an Accumulated Leave Plan and/or a 457 Plan within sixty (60) days after the end of the fiscal year in which the Board accepted the retirement.

ARTICLE 68 - INSURANCE

68.1 Paid Medical/Hospitalization, Dental and Vision Plans

Medical/Hospitalization Insurance

The Board will pay 83% of the cost of base coverage and the employee will pay 17% of the cost of base coverage for the life of the Agreement only, and increases thereafter shall be paid 80% by the Board and 20% by the employee.

Any Premium Holidays shall not be shared.

The Employee shall have the availability to purchase any SanOtt Consortium plans at his/her discretion.

Employees and spouses who are enrolled in any SanOtt Consortium Health Plans will receive a letter from MedBen's Well Living Program or its successor that will provide the participant the required preventative services that will need to be completed in order to earn the wellness incentive. The consortium will be offering a "Wellness Participant Rate" and "Wellness Non-Participant Rate." In the event an employee refuses to participate in the Wellness Plan, the employee's percentage contribution for the cost of health insurance shall be as provided above plus 30 percent (30%).

In order for employees on an Employee/Spouse or Family plan to obtain the Wellness Participate Rate, the employee's spouse must complete the preventative services requirement.

Wellness Participants will have until October 1st of each year to complete their preventative services requirement.

Pending the availability of employee wellness participation status detail, employees will be notified by August 1st if they are considered a non-participant.

Dental Insurance

Effective December 1996, the Board of Education will pay one hundred percent (100%) of a participating employee's monthly dental insurance premiums for single or family coverage.

Vision Insurance

The Board agrees to offer VSP vision services to all members of the bargaining unit at one hundred percent (100%) of premium cost paid for by the employee.

68.2 Insurance Coverage Guidelines - New Hires

Coverage for employees new to the District shall begin on the first day of the month nearest their first day of employment. When an employment date is the first through the fifteenth day of the month, coverage shall begin on the first day of that month. When the employment date is the sixteenth through the last day of the month, coverage shall begin on the first day of the following month.

Payroll deductions for insurance shall begin the first pay period after the effective date. Any increases or decreases in monthly deductions for premium costs shall begin the pay period immediately following the change.

Coverage shall terminate the last day of the contract year, or in the event of termination, prior to the expiration of the contract year; coverage shall terminate the last day of the month in which the member was employed. When the termination is due to retirement, coverage shall terminate as of the date the employee has coverage available through his or her retirement system or otherwise.

68.3 Coverage Options

The Board and Association shall make available to participating employees, through the San-Ott Consortium, a variety of options for coverage at various premium rates as they are available from the carrier. Employees will have the following options from which to select:

Option 5.5 - Super Med Classic

Option 6 - Health Savings Plan (HSA)

Option 7 - Health Savings Plan (High Deductible)

Consult Plan Description Booklet for details.

68.4 Changes in Coverage

An Open Enrollment Period of one (1) month shall occur during each calendar year with changes in coverage taking effect no later than two (2) months after the final day of the Open Enrollment Period. Changes not made during the Open Enrollment Period shall be subject to appropriate law and rules established by the carrier. Typical reasons might include: marriage, birth of a child, adoption, change in dependence status, divorce, death of a spouse, loss of benefits by a spouse, etc.

68.5 Cost Containment Incentive

Employees hired prior to July 1, 2009 who elect not to take Medical Insurance shall receive seventy-nine percent (79%) of the cost of the medical and prescription portion Option 5 single premium. Employees hired on and after July 1, 2009 who elect not to take Medical Insurance

shall receive $1,500.00. These amounts shall be paid each payday on a monthly pro rata basis. Payment shall begin on the first payday of the month following the dropping of coverage and shall be paid until coverage is restarted. This incentive shall not be available to any new hires whose spouse is a Genoa Schools employee and is enrolled in a Genoa Area Local School District sponsored medical plan.

68.6 Life Insurance - Each bargaining unit member shall receive group life insurance coverage in the amount of twenty-five thousand dollars ($25,000.00).

Employees may purchase additional term life insurance coverage at the current prevailing monthly rate, as quoted to the Board of Education.

68.7 Part-Time Employees - All new employees shall have the Board's premium payment under each of the above sections. For regular part-time employees shall be pro-rated according to the number of hours they are scheduled to work each full week compared with 35 hours. For the purposes of this section, a "regular part-time employee" shall be any bargaining unit member employed more than forty-five (45) workdays on a regular basis who is scheduled to work less than 35 hours each full workweek.

68.8 Carriers/Continuance of Coverage - The Board may change carrier(s) for any insurance programs contained herein, provided the coverage and services shall not be less than those provided by the present carrier(s) as of the effective date of this contract. The Association shall be notified thirty (30) days in advance of any proposed change in carriers. Any changes in coverage shall be negotiated between both the Board and the Association.

68.9 Section 125 Plan - All employees shall use a Section 125 Plan for the employee portion of the premium payments for medical, dental and vision insurance.

68.10 HSA Contributions - For employees who enroll in any HSA plans, the Board will make deposits into their HSA accounts in accordance with the following schedule for the term of this Agreement:

	Annual Employer Deposit for Single Coverage	**Annual Employer Deposits for Other Coverage – Employee & Spouse Employee & Children Family**	**Additional Employer Matching Deposit Based upon the following:**
Year 1	$700	$1,400	Employer shall match 50% of single covered employee deposits up to $350 and up to $700 of other covered employee deposits
Year 2	$350	$700	Employer shall match 100% of single c7overed employee deposits up to $350

	Annual Employer Deposit for Single Coverage	**Annual Employer Deposits for Other Coverage – Employee & Spouse Employee & Children Family**	**Additional Employer Matching Deposit Based upon the following:**
			and up to $700 other covered employee deposits
Year 3	$350	$700	Employer shall match 100% of single covered employee deposits up to $350 and up to $700 of other covered employee deposits

In the event an employee has already participated in any of the HSA plans for three years, the Board deposits into the HSA plan for a fourth year shall be in the same amounts as set forth in the foregoing schedule for Year 3 for the term of this Agreement only.

Part-time employees and any employees who it has been verified at any time during the fiscal year will be retiring or resigning at the end of the present school year who enroll in any HSA plans shall receive 50% of the deposits set forth in the foregoing schedule.

Employees must remain enrolled in an HSA plan for the full calendar year in order for an employee to receive any employer match. All payroll deducted deposits only made by the employee in a given calendar year shall then be used to calculate the Board's matching deposit in the subsequent calendar year in accordance with the schedule set forth above. It is the intent of the Board to make the matching deposit during the second full payroll period in January in that subsequent calendar year, but not more than 45 days in the subsequent calendar year.

If an employee who has already received three (3) years of deposits to their HSA account as a result of enrolling in an HSA plan subsequently enrolls in an HSA plan in future years, there shall be no contribution.

For any staff member who should choose to enroll in HSA plan after the start of the calendar year, employer deposits to their account will be prorated based on the number of months remaining in the calendar year.

68.11 Changes in Insurance Status - It shall be the responsibility of the employee to notify the Treasurer's Office in writing of any change in status impacting health care coverage or deductions. This includes the change in status of a spouse's coverage under the spousal agreement.

68.12 Insurance Meetings - One representative designated by the GAEA shall be granted professional leave without loss of pay to attend monthly meetings of the San-Ott Consortium.

ARTICLE 69 - STRS PICK-UP

69.1 Effective upon ratification by the Association and approval by the Board, the Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by then-current percentage amount of the employee's mandatory State Teachers Retirement System of Ohio contribution which has been designed as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up," nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

ARTICLE 70 - TUTOR/COMBINED COURSES PAY

70.1 For the purpose of this Article, tutors shall be defined as teachers who provide instruction for proficiency test intervention or homebound students.

70.2 Tutor positions shall be posted for each school year. Any teaching employee who wishes to tutor during the school year shall notify the Superintendent by September 15th.

70.3 Base pay rate for tutors shall be an hourly rate based on the MA-0 scale for the school year in which the services are rendered. 1,350 hours shall be used as the denominator in determining hourly rate.

70.4 Whenever a unit member teaches in combined class situation he/she shall be paid additional salary as follows:

Whenever a unit member teaches more than one course level during the same time period he/she shall be paid 1/7th of his/her salary in addition to his/her regular salary.

ARTICLE 71 - ATTENDANCE AWARD

71.1 Employees who have taken no sick leave for the entire school year shall receive a payment of five hundred dollars ($500.00).

Perfect attendance is defined as not using sick leave for any reason.

ARTICLE 72 - TRAVEL REIMBURSEMENT

72.1 Employees shall be compensated at the I.R.S. established rate.

ARTICLE 73 - ACTIVITY PASS

73.1 The Board agrees to provide all members of the bargaining unit one (1) pass granting free admission to all school sponsored events. If the employee volunteers to work two (2) events during the school year, the employee shall be provided one (1) additional pass. The employee will be given the opportunity to volunteer for the activity of his/her choice, if possible, and for the remaining open activities will be assigned by the Athletic Ticket Manager. School sponsored events are defined as all athletic events.

Passes shall not be transferable. Any children admitted under a pass must be accompanied by an adult.

If the unit member chooses, he/she shall, in lieu of the passes, be paid per event, which will vary depending on the event.

ARTICLE 74 - DRUG FREE/SMOKE FREE WORKPLACE

74.1 The Board of Education and the Association agree that the Genoa Area Local School District will maintain a drug-free/smoke free workplace and comply with the federal law provision of a drug-free workplace.

ARTICLE 75 - TUITION REIMBURSEMENT

75.1 The Board will allocate twelve thousand dollars ($12,000.00) annually to enable certified/licensed staff members to take graduate or undergraduate courses for credit from an approved college or university subject to the following conditions:

A. The employee shall have taught in Genoa Area Schools for a minimum of two (2) years.

B. Courses to be considered for approval:

1. must be related to the bargaining unit's area of certification/licensure.

2. would lead to another area of certification/licensure.

3. would lead to an advanced degree in the profession of education, and/or

4. are necessary for the renewal or upgrade of a teaching certificate/license.

C. All credits must be approved in advance by the LPDC.

D. In order to be eligible for reimbursement, teachers taking college work must submit a request form to the Local Professional Development Committee prior to the first class meeting. The sole purpose of this approval process shall be to determine that the course fits into one of the above stated categories.

E. For reimbursement an employee must have earned at least a "B" or "Pass" in a pass/fail course.

F. In order to be considered for tuition reimbursement, employees must submit the official grade report and proof of payment to show successful completion of the course by January 30th and/or the students' first day back to the following school year, whichever is closest to the date on which the course is completed. Reimbursement payment will be issued within fifteen (15) days of the date on which the LPDC meets to confirm allocation of the available money. All documentation should be submitted directly to the LPDC chairperson.

Reimbursement for summer courses will only be made to those who return to work in the Genoa Area Schools the following school year. Exception to this will be made for those on a Board approved leave of absence and for those whose contracts were suspended due to a staff reduction.

G. Courses taken by correspondence shall be approved by the Professional Development Committee.

H. Only courses completed from properly accredited colleges and universities are acceptable for reimbursement.

I. The allocation set forth in this article shall be equally divided between the District's first and second semesters. The unused allocation from the first semester shall be carried over for use in the second semester.

J. The allocation will be equally divided among the applicants in each semester up to the full cost of the course. The LPDC will make the announcement as to how the money is distributed.

K. Retired/rehired employees are not eligible for tuition reimbursement.

ARTICLE 76 - SAVING CLAUSE AND SEPARABILITY

76.1 If any provision of this agreement or any application of this agreement to any employee or group of employees is held by a court or tribunal of competent jurisdiction to be contrary to

law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions shall continue in full force and effect.

It is further agreed that within ten (10) days of receipt of notification of the final judgment, negotiations shall commence concerning such provision.

In the event an agreement is not reached within twenty (20) working days, either party may request the assistance of the State Employment Relations Board (SERB) in such negotiations.

All understandings and agreements reached shall be reduced to writing, signed and made a part of the agreement.

ARTICLE 77 - EMPLOYEE ASSISTANCE PROGRAM

77.1 The Employee Assistance Program is jointly sponsored by the Board and the Association. The program is for employees and their families experiencing personal problems or chemical and substance abuse. Contact the Superintendent for information about the program. (See Appendix E for a description of the program.)

No information maintained in the file relating to the Employee Assistance Program shall be used in any disciplinary proceeding, except in those instances where the employee has agreed in writing that his or her completion of an agreed upon treatment plan will be a condition of continued employment, or will otherwise be considered in disciplinary action, and the treatment plan is not completed according to the terms of that agreement.

ARTICLE 78 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

78.1 The Genoa Area Education Association and the Genoa Area Board of Education have mutually established a Local Professional Development Committee as required by Ohio Senate Bill 230. Details of the Committee are found in the appendix of this contract. Compensation for members of the Committee who are also members of the bargaining unit shall be listed in the Co-Curricular Pay Schedule. Any changes to this Committee shall be through negotiations and the mutual agreement of the Genoa Area Education Association and the Genoa Area Board of Education.

ARTICLE 79 - TERM OF AGREEMENT

SIGNATURE PAGE

79.1 This Agreement shall be in full force and effect from July 1, 2025 to June 30, 2026.

For the Board of Education:

Superintendent

J. William Noe Treasurer

School board president

7-31-2025

DATE

For the Association:

GAEA

7-31-2025

DATE

APPENDIX A

GENOA AREA LOCAL SCHOOLS
Salary Schedule Effective 7/1/2025

Salary Schedule Effective 7/1/25 - 6/30/26
Base Salary $40,931

	BA		BA + 8/12	BA + 16/24	BA + 24/36	MA	MA + 8/12	MA+16/24	MA+24/36
0	40,931		42,649	43,959	45,269	46,578	47,889	49,199	50,508
1	43,182		44,695	46,006	47,520	48,829	50,140	51,450	52,759
2	45,024		46,742	48,052	49,771	51,081	52,391	53,701	55,011
3	46,865		48,788	50,099	52,023	53,333	54,642	55,952	57,262
4	48,706		50,835	52,146	54,274	55,584	56,892	58,202	59,512
5	50,549		52,881	54,192	56,525	57,834	59,145	60,454	61,764
6	52,391		54,929	56,239	58,776	60,086	61,396	62,706	64,015
7	54,233		56,974	58,285	61,026	62,337	63,647	64,957	66,267
8	56,075		59,021	60,332	63,279	64,588	65,898	67,208	68,518
9	57,916		61,067	62,378	65,530	66,840	68,148	69,458	70,769
10	59,759		63,114	64,425	67,781	69,090	70,400	71,709	73,020
11	61,600		65,160	66,471	70,032	71,341	72,652	73,962	75,271
12	61,600		65,160	66,471	70,032	73,593	74,903	76,213	77,522
13	61,600		65,160	66,471	70,032	73,593	74,903	78,464	79,774
14	61,600		65,160	66,471	70,032	73,593	74,903	78,464	79,774
15	61,600		65,160	66,471	70,032	73,593	74,903	78,464	79,774
16	61,600		65,160	66,471	70,032	73,593	74,903	78,464	79,774
17	61,600		65,160	66,471	70,032	73,593	74,903	78,464	79,774
18	63,442		67,207	68,518	72,282	75,844	77,154	80,715	82,025
19	63,442		67,207	68,518	72,282	75,844	77,154	80,715	82,025
20	63,442		67,207	68,518	72,282	75,844	77,154	80,715	82,025
21	65,284		69,255	70,564	74,534	78,096	79,405	82,966	84,276
22	65,284		69,255	70,564	74,534	78,096	79,405	82,966	84,276
23	65,284		69,255	70,564	74,534	78,096	79,405	82,966	84,276
24	67,125		71,300	72,611	76,785	80,347	81,655	85,216	86,527
25	67,125		71,300	72,611	76,785	80,347	81,655	85,216	86,527
26	67,125		71,300	72,611	76,785	80,347	81,655	85,216	86,527
27	67,125		71,300	72,611	76,785	80,347	81,655	85,216	86,527
28	68,968		73,347	74,657	79,036	82,598	83,908	87,469	88,778
29	68,968		73,347	74,657	79,036	82,598	83,908	87,469	88,778
30	68,968		73,347	74,657	79,036	82,598	83,908	87,469	88,778
31	68,968		73,347	74,657	79,036	82,598	83,908	87,469	88,778
32	70,810		75,393	76,704	81,287	84,849	86,159	89,720	91,030

APPENDIX B

GENOA AREA LOCAL SCHOOLS
CO-CURRICULAR PAY SCHEDULE
EFFECTIVE 7-1-2025

BASE SALARY: $40,931

			THREE YEARS EXPERIENCE
FOOTBALL			
HEAD COACH	16.80%	6,876	7,564
1ST ASSISTANT (ASSISTANT COACH)	12.50%	5,116	5,628
VARSITY ASSISTANT (4)	11.60%	4,748	5,223
8TH HEAD COACH	8.70%	3,561	3,917
8TH ASSISTANT COACH	6.80%	2,783	3,062
7TH HEAD COACH	8.70%	3,561	3,917
7TH ASSISTANT COACH	6.80%	2,783	3,062
BASKETBALL			
BOYS' HEAD COACH	16.80%	6,876	7,564
BOYS' ASSISTANT COACH	12.50%	5,116	5,628
BOYS' FRESHMAN	8.70%	3,561	3,917
BOYS' 8TH HEAD COACH	8.00%	3,274	3,602
BOYS' 7TH HEAD COACH	8.00%	3,274	3,602
GIRLS' HEAD COACH	16.80%	6,876	7,564
GIRLS' ASSISTANT COACH	12.50%	5,116	5,628
GIRLS' 8TH HEAD COACH	8.00%	3,274	3,602
GIRLS' 7TH HEAD COACH	8.00%	3,274	3,602
WRESTLING			
HEAD COACH	16.80%	6,876	7,564
ASSISTANT COACH	12.50%	5,116	5,628
MIDDLE SCHOOL	8.00%	3,274	3,602
MIDDLE SCHOOL ASSISTANT (IF MORE THAN 14-15 KIDS)	6.80%	2,783	3,062
TRACK			
BOYS'/GIRLS' HEAD COACH	12.60%	5,157	5,673
BOYS'/GIRLS' ASSISTANT COACH	8.90%	3,643	4,007
BOYS'/GIRLS' ASSISTANT COACH	8.90%	3,643	4,007
BOYS'/GIRLS' ASSISTANT COACH	8.90%	3,643	4,007
BOYS'/GIRLS' ASSISTANT COACH	8.90%	3,643	4,007
MIDDLE SCHOOL BOYS/GIRLS (2) (3 IF MORE THAN 60 KIDS SIGN UP)	7.70%	3,152	3,467
SOCCER			
BOYS' HEAD COACH	12.60%	5,157	5,673
GIRLS' HEAD COACH	12.60%	5,157	5,673
BASEBALL			
HEAD COACH	12.60%	5,157	5,673
ASSITANT HEAD COACH(ASSISTANT COACH)	8.90%	3,643	4,007
JUNIOR VARSITY COACH(ASSISTANT COACH-CUT POSITION)	8.90%		
SOFTBALL			
HEAD COACH	12.60%	5,157	5,673
ASSISTANT HEAD COACH(ASSISTANT COACH)	8.90%	3,643	4,007
JUNIOR VARSITY COACH(ASSISTANT COACH-CUT POSITION)	8.90%		
CROSS COUNTRY			
BOYS'/GIRLS' HEAD COACH	12.60%	5,157	5,673
BOYS'/GIRLS' ASSISTANT HEAD COACH(IF MORE THAN 30 PARTICIPANTS	8.90%	3,643	4,007
MIDDLE SCHOOL BOYS/GIRLS	8.00%	3,274	3,602

VOLLEYBALL			
HEAD COACH	12.60%	5,157	5,673
JUNIOR VARSITY COACH (ASSISTANT COACH)	8.90%	3,643	4,007
8TH HEAD COACH	8.00%	3,274	3,602
7TH HEAD COACH	8.00%	3,274	3,602
GOLF			
BOYS' HEAD COACH	12.60%	5,157	5,673
GIRLS' HEAD COACH	12.60%	5,157	5,673
BOYS' ASSISTANT COACH	8.90%	3,643	4,007
GIRLS' ASSISTANT COACH	8.90%	3,643	4,007
ASSOCIATE ATHLETIC DIRECTOR			
ATHLETIC FACULTY MANAGER	$3,500		
ATHLETIC FACULTY MANAGER	$3,500		
ATHLETIC SCOREBOARD KEEPERS-ALL SPORTS	29.60 PER CONTEST		
CHEERLEADER			
HIGH SCHOOL HEAD COACH	12.60%	5,157	5,673
HIGH SCHOOL ASSISTANT COACH	5.30%	2,169	2,386
MIDDLE SCHOOL HEAD COACH	8.00%	3,274	3,602
ESPORTS			
HIGH SCHOOL/MIDDLE SCHOOL			1,500
ROBOTICS			
MIDDLE SCHOOL ROBOTICS			690
ELEMENTARY SCHOOL ROBOTICS			850
YEARBOOK			
HIGH SCHOOL ADVISOR	5.30%	2,169	2,386
MIDDLE SCHOOL ADVISOR	5.00%	2,047	2,251
CLASS ADVISORS			
SENIOR CLASS ADVISOR	2.80%	1,146	1,261
SENIOR CLASS ASSISTANT ADVISOR	0.60%	246	270
JUNIOR CLASS ADVISOR	3.00%	1,228	1,351
SOPHOMORE CLASS ADVISOR	1.50%	614	675
FRESHMAN CLASS ADVISOR	1.50%	614	675
STUDENT COUNCIL			
HIGH SCHOOL ADVISOR	3.70%	1,514	1,666
MIDDLE SCHOOL ADVISOR	2.80%	1,146	1,261
ELEMENTARY ADVISOR	2.80%	1,146	1,261
MUSIC			
BAND DIRECTOR	12.70%	5,198	5,718
ASSISTANT BAND DIRECTOR	9.20%	3,766	4,142
HIGH SCHOOL PEP BAND DIRECTOR	5.60%	2,292	2,521
MUSICAL DIRECTOR	6.00%	2,456	2,701
ORCHESTRA DIRECTOR	2.40%	982	1,081
TICKET MANAGER	1.00%	409	PAID BY TICKET SALES
SET CONSTRUCTION MANAGER	0.90%	368	PAID BY TICKET SALES
PUBLICITY & ADVERTISING MANAGER	0.90%	368	PAID BY TICKET SALES
SET DESIGNER/STAGE MANAGER	1.60%	655	PAID BY TICKET SALES
STAGE/SCENE DECORATOR	0.90%	368	PAID BY TICKET SALES
PIANIST	1.70%	696	PAID BY TICKET SALES
CHOREOGRAPHER	1.10%	450	PAID BY TICKET SALES
LIGHTING & SOUND COORDINATOR	0.90%	368	PAID BY TICKET SALES

DRAMA DIRECTOR-FALL PLAY			
PLAY DIRECTOR	4.00%	1,637	PAID BY TICKET SALES
ASSISTANT PLAY DIRECTOR	1.80%	737	PAID BY TICKET SALES
SET CONSTRUCTION MANAGER	0.90%	368	PAID BY TICKET SALES
NATIONAL HONOR SOCIETY ADVISOR	2.00%	819	900
QUIZ BOWL			
HIGH SCHOOL COORDINATOR	4.10%	1,678	1,846
MENTOR TEACHER			
COORDINATOR (110% OF MA-0 HOURLY RATE)	$38.83		
1ST YEAR	$1,350		
2ND YEAR-Facilitators	$250		
CONSULTING TEACHER	$250		
SATURDAY SCHOOL SUPERVISOR	18.53 PER HOUR		
DETENTION MONITOR	20.89 PER HOUR		
LPDC ANNUAL COMPENSATION	COORDINATOR RECEIVES 110% OF MA-0 HOURLY RATE $38.83		
	MEMBERS RECEIVE MA-0 HOURLY RATE $35.30		

Shared Positions

Employees, who elect, with the approval of the administration, to share the responsibilities of co-curricular positions, shall share the pay for the co-curricular position as they mutually agree in writing.

Experience Procedures

Any person holding a co-curricular position within the same area for two (2) consecutive years will qualify for a ten percent (10%) increase of the base salary on the Co-Curricular Salary Schedule beginning with the third year.

Holding the same position in another school district would not be credited as experience - new people would start at the B.A. Base percentage rate with no experience.

APPENDIX C

GENOA AREA BOARD OF EDUCATION

GRIEVANCE PROCEDURE AND FORM

PROCEDURE: (See Article 18 of Contract)

Step I — Within ten (10) working days following the act of condition which is the basis of the grievance, it shall be discussed with immediate supervisor. If unsatisfactory, proceed within five (5) working days to next step.

Step II — A written grievance will be filed with the Building Principal and a copy sent to the Superintendent. A hearing shall be scheduled within ten (10) working days of the filed grievance. An answer shall be given within ten (10) working days of the hearing. If results unsatisfactory, proceed within ten (10) working days of answer.

Step III — Appeal in writing to Superintendent. If results unsatisfactory, proceed to Step IV within ten (10) working days of answer.

Step IV — Appeal in writing to binding arbitration.

Name of Person Filing Grievance _____ Date _____

School Building _____ Principal or Supervisor _____

Statement of Grievance:

Remedy Sought:

Signature of Aggrieved _____

APPENDIX D

CONSULTING TEACHER/RESIDENT TEACHER PROGRAM

Consulting Teacher/Resident Educator Program

I. Definitions

For purposes of this agreement, teachers participating in the program shall be designated as follows:

Consulting Teacher – a teacher who will provide formative assistance to a teacher new to a certification area or the Genoa Area Local School District.

Mentor Teacher – a teacher who will provide formative assistance to an Resident Educator as defined by the Ohio Department of Education

Resident Educator – a teacher in the first year of employment under a new teaching licensure area, or a teacher new to the Genoa Area Local School District. A resident educator is a teacher who is in the four year teacher residency program, as defined by the Ohio Department of Education.

Lead Mentor/Resident Educator Coordinator – a teacher who will oversee the Consulting Teacher Resident Educator Program

II. Screening Committee

The screening committee shall be composed of three (3) teachers, one each representing the three (3) buildings in the district and one (1) administrator.

The committee will meet in the first week of August to select teachers who will act as consulting teachers and mentors. To be considered, applicants must meet selection criteria, must be volunteers and must submit an application to the Resident Educator Coordinator. Screening committee members may apply and be considered.

Application forms may be acquired from the Resident Educator Coordinator in spring.

Strict confidentiality of the selection process is required. Selection of consulting teachers and mentors will be done by majority vote and secret ballot.

III. Selection Criteria for Consulting Teachers and Mentors

Applicants must have tenure status and have a minimum of five (5) consecutive years of teaching experience in the district. In order to be considered as a mentor for a Resident Educator/Client Teacher, applicant must have demonstrated high quality teaching performance, and must be willing to waive, for purposes of this procedure only, the confidentiality of

performance evaluations, in order for the screening committee to review the applicant's evaluations.

The screening committee will make selections base upon demonstrated classroom abilities, relationships with peers, enthusiasm, open-mindedness, acceptance of positive criticism, etc.

The applicant must have a valid teaching certificate/licensure and if possible, should be in the same building as the client teacher/resident educator and the same grade or subject area or at least have experience at that grade level or in that subject area.

If no tenured applicant is certified/licensed in the area of the client teacher/resident educator, by majority vote, the screening committee may select a volunteer non-tenured teacher as the consulting teacher. If no qualified applicants exist, for any particular area, the screening committee may seek the services of outside personnel such as teachers from other districts, retired teachers, etc.

No administrator may serve as a consulting or mentor teacher.

In the event that there are more applicants than consulting/mentor teaching positions and the applicants appear to have equal qualifications, the applicant(s) with the most consecutive years of teaching service in the district shall prevail.

IV. Responsibilities of Consulting/Mentor Teacher

A. No consulting/mentor teacher shall participate in any informal or formal evaluation of a client teacher/resident educator, nor make, not be requested or directed to make, any recommendation regarding the continued employment of a client/entry year teacher.

B. All interaction written or oral, between the consulting/mentor teacher and the client teacher/resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the consulting/mentor teacher shall constitute grounds for immediate removal from their role as consulting teacher/mentor.

C. The consulting teacher/mentor teacher and the client/resident educator shall attend the new hire in-service day in August before school starts, to discuss the program responsibilities.

D. The consulting teacher and client teacher, under the first year of employment in a new area of certification/licensure, will not be required to attend the new hire day, but will meet to discuss the program responsibilities.

V. Responsibilities of Resident Educator

A. The Resident Educator will follow all guidelines and deadlines as defined by the Ohio Department of Education. Meet with his/her mentor teacher in formal and informal conferences. Accept constructive and positive criticism and try to implement various suggestions of his/her mentor teacher.

B. Keep professional and confidential any oral or written communications with the mentor teacher.

C. Perform the above tasks without benefit of additional financial reimbursement.

VI. Structure

A. Each Resident Educator shall be assigned mentor teacher for a period of two (2) years, or as outlined in the Resident Educator Program.

B. Each Resident Educator shall be given an initial orientations on the following matters:

1. The nature of the Resident Educator program, including responsibilities, structures, goals and procedures that apply for Resident Educators.

2. The pupils and community of the Genoa Area Local School District.

3. School policies, procedures and routines.

4. Courses of study, lesson plans responsibilities.

5. The layout and facilities of the assigned building(s).

6. Curriculum requirements, classroom supplies, media.

7. Assistance with management tasks identified as especially difficult for entry year teachers such as co-curricular assignments, athletic policies and philosophies.

8. Assistance in the improvement of instructional skills and classroom management.

VII. Consulting/Mentor Teacher Compensation

The consulting teacher will be compensated for the performance of his/her duties as defined above, in accordance with the Co-Curricular Pay Schedule. Any teacher facilitating or

mentoring for the Resident Educator program shall be paid according to the current co-curricular pay schedule for each year of the assignment.

The remuneration is subject to negotiations, as all other wages and salaries, according to the master contract.

The Local Board of Education is responsible for payment of a substitute for the out-of-class time the mentor must use for observations and/or conferences in the performance of his/her duties.

VIII. Program Review/Revision

Consulting/mentor teachers shall meet as a group prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent not later than May 15th. Association representatives and Board representative shall meet to discuss the recommendations prior to the next school year. Any changes in the program must be mutually agreed to and reduced to writing by the parties to this agreement and shall constitute an amendment of the applicable provisions of this Agreement.

APPENDIX E

EMPLOYEE ASSISTANCE PROGRAM

The Genoa Area Local School's Board of Education and the Genoa Area Education Association jointly recognize that a variety of personal, physical and/or psychological problems may interfere with the ability of an employee to perform satisfactorily while on the job. Many problems may be successfully treated resulting in enhanced job effectiveness. The purpose of this program is to assist individuals in obtaining the help they need in an effective and confidential manner.

A. Through an Employee Assistance Program, referral and rehabilitation services may be available to employees, their spouses and their covered dependents who have alcohol, drug, emotional, legal, family or marital and/or other psycho/social problems. Job security or promotional opportunity will not be jeopardized by seeking or entering a program of treatment.

B. Employees, their spouses or covered dependents, who suspect that they may have a problem, are encouraged to voluntarily take advantage of the Program and to follow through with any prescribed treatment. The cost of diagnosis, rehabilitation and treatment will be covered in accordance with the benefits provided in the District's current Health Care Insurance Plans.

C. When administrative staff members recognize difficulties based strictly on unsatisfactory job performance resulting from apparent behavioral problems, they will discuss the problem privately with the employee. Following the conference, the administration may recommend a referral for qualified diagnostic and counseling help. However, it is not the function of the administrative staff to diagnose psycho/social problems.

   The decision to request and/or accept help from the E.A.P. is solely left to the discretion of the individual employee. An employee shall have the right to Association representation at any conferences called for E.A.P. referral.

D. The confidential nature of referrals will be strictly preserved. All related records, if any, will be regarded as highly confidential. The general public, Board of Education, and other employees will not have access to diagnostic or treatment information unless the employee requests that the information be released to individuals specified by the employee.

E. Voluntary acceptance of the Employee Assistance Program will not be a valid reason for poor job performance and will not result in any special regulations, privileges or exemptions from current practices or collective bargaining agreements. This Program is not intended to supplement the normal disciplinary process, or in any way block an employee's legitimate access to the contractual grievance procedure.

F. Upon endorsements of the employee Association's, this Program will be implemented on a pilot basis. A six (6) month, then yearly, evaluation will be utilized to determine further continuation based on overall effectiveness of the Program.

APPENDIX F

LIBRARY POSITION

This shall reflect the mutual understanding of the Genoa Area Local School District Board of Education ("the Board") and the Genoa Area Education Association ("the Association"), through their respective representatives, as follows:

1. The parties understand and agree pursuant to Article 1, Section 1.2 of the collective bargaining agreement that the Middle School Library Director position is filled at the present time by an individual who is not certificated/licensed and therefore not a member of the collective bargaining unit represented by the Association.

2. When the individual currently holding the position of Middle School Library Director resigns, retires, or otherwise ends her employment as Middle School Library Director, the Board hires a certificated/licensed individual to fill the position who shall be a member of the collective bargaining unit represented by the Association.

APPENDIX G

STUDENT ASSISTANCE TEAM

STUDENT ASSISTANCE TEAM (SAT)

Today's Date: _____

Referring Teacher: _____

Representing S.A.T. Member: _____

Student: _____ Grade: _____

S.A.T. Meeting Date: _____

MAIN CONCERN(S):

_____

_____

INTERVENTION(S) IN PLACE:

_____

_____

WAYS THE STUDENT ASSISTANCE TEAM HELP YOU:

_____

_____

(PLEASE MAKE SURE ALL NECESSARY MATERIALS/WORK SAMPLES ARE GIVEN TO THE S.A.T. REPRESENTATIVE BEFORE THE S.A.T. MEETING)

APPENDIX H

CONTINUING CONTRACT REQUEST FORM

THIS FORM MUST BE RETURNED TO THE ADMINISTRATION BUILDING NO LATER THAN THE SECOND FULL WEEK OF THE CURRENT SCHOOL YEAR

Please Print:

Employee _____

Last Name: _____ First Name: _____

Worksite: _____ Job Title: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone/Other: _____

_____ **I have met all of the requirements for continuing contract consideration.**

School year(s) employed with Genoa Area Local School District: 20 _____ to 20 _____.

_____ **I previously held a continuing contract in another District and I have worked for the Genoa Area Local School District for at least two complete school years:**

School year(s) employed at prior school district: 20 _____ to 20 _____.

_____ _____

Signature of Employee **Date**

You must include with this form a copy of the appropriate certificate/license and all transcripts (sealed) to verify completed coursework. Please do not have transcripts sent directly to Administrative Building.

NOTE: CERTIFICATES, LICENSES AND TRANSCRIPT(S) WILL NOT BE RETRIEVED FROM THE EMPLOYEE FILE. THE APPROPRIATE DOCUMENTATION MUST BE ATTACHED TO THIS FORM.

EDUCATING
WORLD CLASS KIDS

APPENDIX I

DONATION OF SICK LEAVE

Under the provisions of the Agreement between the Board and the Association, the Genoa Area Local Schools Board of Education and the Genoa Area Education Association have agreed to establish a sick leave bank.

The purpose of this program is to allow individual employees to donate up to a maximum of fifteen (15) days of their accumulated sick leave to an individual who has experienced a personal catastrophic illness or injury and been approved by the sick leave bank committee.

GUIDELINES FOR DONATION OF SICK LEAVE

1. Anyone making a donation must have accumulated at least seventy-five (75) days of sick leave.

2. Sick leave will be deducted from the total accumulation of the donor.

3. The ratio of five (5) days donated equal one (1) day into the pool for a recipient. Donors may donate any number of days up to a total of fifteen (15) days to the sick leave bank.

4. Names of donors to the sick leave bank will be kept confidential to the extent allowed by law.

I have read the above information and agree to donate _____ days.

I currently have a total of _____ days of accumulated sick leave.

_____ _____

Date Name of Employee Making Donation

_____

Signature

This form should be returned to the Treasurer.

SICK LEAVE BANK REQUEST FORM

Employee's Name _____

I am requesting _____ number of days from the sick leave bank.

The reason I am requesting sick leave is:

_____

_____

_____

_____

1. I understand that my request will be considered and granted only if there are days donated by fellow employees to the sick leave bank.

2. I understand that the number of days granted cannot exceed the number of days that have been donated.

3. I have read the guidelines for use of sick leave bank in the master agreement.

4. I understand that I am only eligible to use the sick leave bank during my current contract or current school year.

I have read all of the above statements and agree to abide by the conditions.

_____ _____

Date

Name of Person Making Request
(Name may be withheld on donation request form submitted to other bargaining unit members upon request of person making request for sick leave bank. I __ do __ do not request that my name be withheld.)

_____ _____

Date

Approved by Committee

A copy of this form should be returned to the Treasurer.

SHUMAKER

1000 Jackson Street
Toledo, Ohio 43604

o 419.241.9000
f 419.241.6894
shumaker.com

TIMOTHY C. MCCARTHY
419.321.1281
tmccarthy@shumaker.com

July 1, 2022

VIA EMAIL

Mr. Tom Rose
Field Coordinator
Ohio Federation of Teachers
6125 Balfour Road
Sylvania, Ohio 43560

Re: **Genoa/GAEA Negotiations**
Our File No. 265926

Dear Tom:

In connection with our recent negotiations for the 2022-25 Genoa Area Local School District labor agreement, it was agreed that a one-time, lump sum stipend of $1,250 will be paid to those current bargaining unit employees who remain employed as of July 11, 2022 and were also employed in the 2021-2022 school year, which shall be paid in the first full payroll in September, 2022.

Very truly yours,

Timothy C. McCarthy

TCM:smb