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AGREEMENT

BETWEEN

GENEVA AREA TEACHERS ASSOCIATION

AND

GENEVA AREA CITY SCHOOLS BOARD OF EDUCATION

July 1, 2026 – June 30, 2029

GENEVA AREA TEACHERS ASSOCIATION
AND
GENEVA AREA CITY SCHOOLS
BOARD OF EDUCATION

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CHAPTER V

THE AGREEMENT

Chapter V shall be the negotiated contract between the Geneva Area Teachers' Association and the Board of Education of the Geneva Area City Schools.

ARTICLE 1
RECOGNITION

A. Recognition of Bargaining Unit

The Geneva Area City Board of Education, hereinafter the Board, recognizes the Geneva Area Teachers' Association, an affiliate of OEA/NEA, hereinafter the G.A.T.A., as the sole and exclusive bargaining agent for all personnel within the bargaining unit.

B. Bargaining Unit

1. Included in the bargaining unit are all classroom teachers, nurses, counselors, school psychologists, librarians and certified teaching specialists. Substitute teachers and tutors who have worked at least forty (40) days in the preceding year and after twenty (20) days during the current year, in the same position, in any bargaining unit position(s) or have worked more than sixty (60) consecutive working days in the same position in the same year shall also be included in the bargaining unit. Teachers, as used in this Agreement, shall mean all certificated/licensed personnel employed with a regular teaching contract. Positions created after the execution of this Agreement shall be classified and decided by SERB.

2. The bargaining unit shall not include any personnel employed as management level personnel, confidential employees and supervisors as defined in O.R.C. 4117.01.

3. All work performed by bargaining unit members and any similar work shall be designated as "bargaining unit work." If no bargaining unit member currently under contract is available for such work, this provision shall not apply to work done on less than a one-half time basis. Multiple hiring shall not be used to circumvent this provision.

4. All employees of the bargaining unit as described herein are entitled to all rights, benefits and privileges of this contract unless otherwise specified.

C. Association Membership

Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

Any individual who wishes to cancel their membership must notify the Association President in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

The Association on behalf of itself and the OEA and the NEA agrees to defend, indemnify, and hold the employer, including the Board, its officers, members, agents, and employee(s) who implements any Association dues and/or fees deduction in compliance with this provision, harmless for any cost, liability, or claim incurred as a result of or arising out of the implementation and enforcement of any Association dues and/or fees deductions.

ARTICLE 2
ASSOCIATION RIGHTS

A. Use of Buildings

The G.A.T.A. or any of its committees or affiliates, thereof, shall be entitled to use school buildings, facilities and equipment normally used by the teacher in the course of the school day. When the custodian is on duty, the building may be utilized without cost to the G.A.T.A. At all other times the G.A.T.A. may use the building according to the regulations established by the Board of Education.

B. Association Days

G.A.T.A. officers and representatives shall be entitled to time off to attend state or national workshops, conferences, conventions and other association-related activities for up to ten (10) days per school year; unused days shall be cumulative. This limit may be waived by the Superintendent for the purpose of negotiations sessions. Said officers and representatives shall receive their salaries and substitutes shall be provided when school is in session. G.A.T.A. officers and representatives shall pay all other expenses. The official requests shall be submitted by the President of G.A.T.A. to the Superintendent and the building administrator.

C. Use of Mailboxes

The G.A.T.A. or any of its committees or affiliates thereof, shall be entitled to use the school mail, district email systems and teachers' mailboxes for distribution of any material subject to the Board's Acceptable Use Policy (AUP).

D. Orientation Day

The President of G.A.T.A., or designated representative, will be allowed up to thirty (30) minutes time to discuss with certified staff any issues that seem pertinent to the profession on the morning of orientation day. Additionally, building representatives or their designee shall be given an opportunity at the end of building staff meetings for announcements.

E. Membership Information

An accurate list of the members of the G.A.T.A. Executive Committee shall be on file with Treasurer of the Board and shall be included in the directory.

F. Non-Discrimination

The Board shall not discriminate with regard to disability, race, color, creed, ancestry, national origin, sex, religion, marital status, age, political opinions/affiliations or personal life. The Board shall not discriminate against employees because of membership in the Association or participation in Association activities.

G. Board Agenda/Minutes Distribution

Each GATA officer and a building representative for each building shall be provided with copies of each Board of Education meeting agenda, including all addenda and minutes without charge on a monthly basis. The Association agrees to provide the names of the GATA officers and building representatives. Email distribution of the above will satisfy this requirement. In the event such meeting agendas and minutes are posted on the District's website, such posting shall satisfy the requirements of this section.

ARTICLE 3
NEGOTIATIONS PROCEDURE

A. Opening of Negotiations

Negotiations for Agreement, when requested, shall commence no earlier than ninety (90) days prior to the expiration of the contract. Within fifteen (15) days of receipt of the Notice to Negotiate the parties will determine the date for the initial bargaining session.

B. Negotiating Teams

1. Neither party in any negotiations shall have any control over the selection of each other's representatives.

2. Individual association team members may be released from their normal school duties to attend negotiation sessions without loss of pay only when approved in the district's absence management system by the Superintendent or designee.

C. Negotiations Period

1. Exchange of Information

Prior to and during the period of negotiations, the Board and the G.A.T.A. agree to provide to the other upon written request and in a reasonable time period, information on public records available that will assist each party in developing intelligent, accurate, and constructive programs essential to a sound, quality, educational program.

2. Agenda

At the first session, parties will exchange proposals. No new matters shall be introduced for consideration during the course of the negotiations meetings without mutual consent of both parties.

3. Negotiations Sessions

During the course of negotiations, items agreed to shall be reduced in writing and initialed by representatives of each party and set aside.

4. Caucus and Recess

Either team may call for a caucus at any time. A caucus shall not be longer than thirty (30) minutes unless an extension is mutually agreed upon.

5. News Releases

While negotiations are in progress, news releases shall be made only with mutual agreement. Said release shall be in writing, and each party shall have a copy of the statement prior to release.

D. Agreement

1. Official copies of negotiated and agreed to provisions shall be provided electronically to all members of the bargaining unit.

2. Any mutually agreed upon items, which are ratified by the membership of the recognized employee organization within the school district and officially adopted by Board, shall be considered as part of the Agreement. A copy of the Board Policies shall be made available to each employee online.

E. Dispute Settlement Procedure

If agreement on a successor contract is not reached within thirty (30) days prior to the expiration of the contract, either party shall notify the Federal Mediation and Conciliation Service (FMCS) that the issues in dispute are being submitted to Mediation and requesting a mediator to assist in negotiations. The first mediation session shall begin ten (10) days after notification of FMCS and the appointment of a mediator unless the parties agree to mutually extend the date. The parties shall continue mediation until a tentative agreement has been reached for a successor agreement. The Association retains the right to strike in accordance with O.R.C. 4117.14 (D) (2) upon the expiration of this contract. The Board retains all of its rights in the event the parties reach ultimate impasse.

In the event FMCS no longer provides mediation services, the parties may mutually agree on the use of another entity and/or service. The parties agree to equally share all costs associated with those entities and/or services for mediation (not including Board of Education attorney payments and fees). Such mediation will be pursuant to

mutually agreed upon rules. If the parties cannot agree on an entity for mediation, the American Arbitration Association ("AAA") and their accompanying rules shall be utilized.

F. Procedure to Reopen Agreement

During the term of this Agreement, the Agreement may be reopened only in the event of the following: 1) an item is found to be in conflict with the law as a result of a final judgment of a court of competent jurisdiction or the State Employee Relations Board (SERB); 2) a provision of this Agreement expressly permits the reopening of the Agreement; or, 3) the mutual agreement of the G.A.T.A. and the Board. The procedures of renegotiation shall follow the provisions of this Article including the Dispute Resolution Procedure.

ARTICLE 4
STAFF CHANNELS OF COMMUNICATION

A. Communication Committee

A committee appointed by the President of G.A.T.A. shall meet with the Board and Superintendent at either the Union or the Board's request. The committee shall have no official function other than to provide closer communication.

B. Curriculum and Education Standards Advising Committee

1. The purpose of the curriculum and Education Standards Advising Committee, hereinafter called C.E.S.A.C., shall be to provide a liaison between the Superintendent and the staff members for sharing of professional and curricular concerns.

    a. Curriculum shall be defined as the approved courses of study offered by the Geneva Area City Schools and other educational topics agreed to by the Committee, including but not limited to, report cards, progress reports and new courses.

    b. Curriculum will be reviewed and updated on a continuing basis by a committee appointed annually by C.E.S.A.C.

    c. Curriculum changes planned for the following school year will be submitted by teachers or administrators to C.E.S.A.C. for its recommendation to the Superintendent.

    d. A special meeting of C.E.S.A.C. shall be called by the chairperson of the committee within ten (10) calendar days of a written request by any member of that committee. The only item on the agenda for such meeting shall be the special or emergency matter needing immediate attention by C.E.S.A.C. and not remedied within three (3) working days of the presentation of such matter to the proper authority.

e. Special approval for curriculum changes may be granted by the Superintendent in conjunction with two (2) or more voting C.E.S.A.C. members and the appropriate department and/or grade level representative if a special meeting of C.E.S.A.C. cannot be called.

2. Members shall consist of:

   a. The Superintendent or designee shall be a non-voting member.

   b. One G.A.T.A. member appointed by the G.A.T.A.

   c. Seven (7) teachers to be elected:

      (1) One from each elementary administrative unit

      (2) Two, grades 6-8 (one to be elected yearly)

      (3) Two, grades 9-12 (one to be elected yearly)

      (4). One representative of special services personnel to be elected.

   d. One elementary and one secondary principal appointed by the Superintendent on a yearly basis.

   e. The members listed in b. through d. shall be the voting members of the committee.

   f. The chairperson shall be appointed annually by the Superintendent and have the right to cast a vote in the event of a tie.

3. Nominations and Elections

   a. All persons to be nominated for membership on C.E.S.A.C. shall be by petition, bearing a minimum of twenty-five percent (25%) of the building staff or unit making the nomination, with no fewer than three (3) signatures to be required for each petition.

   b. Each nominee of the C.E.S.A.C. Committee shall be voted upon only by the unit he/she represents.

   c. Each teacher shall vote at his/her assigned building.

   d. Election of the C.E.S.A.C. Committee shall be held before the first week in May of each year and these duly elected members shall serve to the first week in May of the year in which the term expires.

   e. All elected members shall serve for a term of three (3) years except those designated as yearly-elected representatives.

4. Meetings shall be open to school personnel.

5. Board members will receive copies of all written recommendations made by C.E.S.A.C.

C. District Labor Management

The Board and GATA agree to the formation and maintenance of a District Labor Management Council (DLMC) for the purpose of enhancing labor relations, consultation on the district calendar, and providing a forum for discussing problems and concerns of the Administration and/or Staff generally, which are brought before the Council either by GATA or the Administration. Upon notice to either party, the Superintendent and a representative appointed by GATA will meet at least three (3) working days prior to any scheduled meeting to mutually establish the written agenda. A recorder shall be named whose responsibility shall be to take minutes of the meeting and to make the minutes of the meeting available to the rest of the committee. The Superintendent's office shall be responsible for typing and distributing the minutes within ten (10) working days.

The DLMC shall be composed of up to five (5) teachers selected by GATA and up to five (5) administrators selected by the Superintendent.

The DLMC shall meet up to four (4) times during the school year. The meeting schedule shall be established jointly by the Superintendent and the GATA President prior to the beginning of the school year. By agreement of the DLMC, additional meetings may be scheduled.

DLMC discussion items that require distribution outside of the DLMC will be summarized in one (1) written statement by both the GATA President and the Superintendent.

DLMC members of GATA and the Administration agree to participate in FMCS training in labor management-relations, as determined by the committee.

ARTICLE 5
EMPLOYMENT OF TEACHING PERSONNEL

A. Selection of Teaching Personnel

1. Definition of a Vacancy and Assignment/Reassignment/Transfer

a. A vacancy shall be defined as a teaching position or extracurricular position which is either newly created or which is unfilled and which the Board intends to fill on a permanent basis. No teacher shall be moved into a teaching position that is currently occupied by another teacher to create a vacancy unless the Superintendent is following the RIF language, unless such move is based on the best interests of the students enrolled in the District as determined by the Superintendent, in accordance with 3319.173 and as described below. Should a vacancy occur after the end of the school year in which the Board determines it will not fill the position, the Board may RIF the position with notification to the GATA President.

b. All assignments, reassignments, and transfers, whether voluntary or involuntary, of bargaining unit members shall be made by the Superintendent and in the best interests of students.
In determining what is in the best interests of students, the Superintendent shall consider one or more of the following relevant educational factors, which include but are not limited to:

a. Student learning needs and instructional continuity;
b. Programmatic requirements and course offerings;
c. Enrollment changes or scheduling needs;
d. Teacher licensure, certification, endorsements, and subject-area expertise;
e. Specialized training or experience relevant to the assignment;
f. Student services and supports;
g. Documented school improvement goals; and
h. Student access to qualified educators

No single factor shall be determinative.

2. Unanticipated Assignments

In case of an unanticipated vacancy or enrollment shift necessitating schedule changes occurring after August 1, the Superintendent maintains the right to make adjustments in the assignment of a teacher. The teacher shall be notified in a conference with the Superintendent, or designee, or given written notice five (5) weekdays prior to the beginning of the assignment. Any teacher reassigned in this manner shall be given priority for the previous position should it reopen, only if the Superintendent determines such reassignment is in the best interests of the students, in accordance with 3319.173 and as in Article 5.A.1.b. The

teacher may grieve such assignment beginning at Step II on the Grievance Procedure.

When an unanticipated vacancy occurs after the first student day of school, the position will be filled by a substitute for the remainder of the school year. That position will be advertised according to the Contract as outlined below. The positions, which are vacated as a result of the filling of the initial vacancy, shall be advertised by the same procedure. The successful candidates will then be notified by mail that they will be hired for those positions, effective the following school year. The final position will then be filled using the procedures in Section V prior to the end of the school year.

3. Notification

   a. The vacancy notification shall contain the following information:

      - The specific teaching position, including:
        - ° Grade(s) assigned to the vacant position
        - ° Subject matter assigned to the vacant position
      - The building(s) assignment
      - The full-time equivalency of the position

   b. Bargaining unit members shall be notified of all vacancies electronically. Association members will have five (5) business days to apply. A business day is a day when the Board office is open. Applicants must submit their application electronically by 3:30 p.m. on the fifth (5th) business day.

   c. Vacancies needing immediate replacement shall be filled by a substitute until the selection process has been completed.

   d. Each bargaining unit member may notify the Superintendent of his/her interest in a position for the following year by an annual certified job preference survey (intent form). Copies of completed surveys shall be made available to the President of G.A.T.A.

   e. All applicants will be notified of the final decision within five (5) business days of the selection.

4. Basis of Selection for Teaching Vacancies

   a. When filling a vacancy, the Superintendent shall select teachers based on the best interests of the students enrolled in the district, in accordance with 3319.173 and as in Article 5.A.1.b.
   b. Certificated/licensed employees shall be placed in their field of certification and, whenever possible, in their major fields of preparation.

B. <u>Seniority Defined</u>

1. Seniority refers to the length of the most recent period of continuous GATA bargaining unit service in the Geneva Area City School District including legally required military service for full-time and part-time (minimum .5) personnel including tutors.

2. Half-time shall be calculated by taking the length of the school day times the number of student days in the school year divided by two.

3. Seniority begins on the date an employee assumes the duties of his/her position. If two employees have the same beginning date, the tie shall be broken first by the earliest date of Board action to employ and if the tie remains, the tie will be broken by the earliest date of the job application; and if the tie still remains, it shall be decided by total years of teaching in a public school in the State of Ohio; and if a tie still remains, it shall be decided by the final four (4) digits of the individuals' social security numbers with the lowest number being first.

4. Beginning with the 2013-14 school year, length of continuous service will not be interrupted by authorized leaves of absence or for non-renewals in which the employee is employed in the bargaining unit on the last day of the school year and reemployed in the bargaining unit during the first thirty (30) working days of the succeeding school year. Seniority will only be accrued for up to one (1) year during a leave of absence for maternity/parental, sabbatical and extended medical leaves.

5. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return except as indicated above.

6. An electronic copy of the seniority list will be provided to a GATA representative in each building no later than October 31st of each year. The seniority list shall include all certification/license areas held by each employee, contract status and the date of the most recent hiring.

7. Any inaccuracies shall be reported to the Superintendent prior to December 15. The Superintendent shall have ten (10) working days to respond to the alleged inaccuracy. Any unresolved inaccuracies shall be subject to resolution through the grievance procedure.

8. Effective 7/1/2008, bargaining unit members who leave the bargaining unit to perform duties as management level personnel, confidential employees and supervisors as defined in ORC 4117.01 shall have their seniority frozen as of the last day worked in the bargaining unit.

9. Former bargaining unit members who left the bargaining unit to perform duties as management level personnel, confidential employees and supervisors as defined in ORC 4117.01 prior to 6/30/2008 shall have their seniority accrual frozen on 7/1/2008.

C. Basis of Selection for Supplemental Vacancies and Committee

1. When filling a supplemental contract vacancy, the factor of the best interests of students in accordance with 3319.173 and as in Article 5.A.1.b, including satisfactory experience in that supplemental area or field, shall be the determining factor.

2. Supplemental Committee: A supplemental committee is to be created to review and examine all supplemental contracts. The procedures and parameters of how the committee operates will be developed by the Superintendent and GATA President. Recommendations of the committee shall be advisory in nature, and the district retains the sole discretion to determine whether any supplemental position will be filled.

3. Year-long non-athletic supplemental contracts shall be paid in one of the following ways, at the election of the bargaining unit member: 1) over the course of the school year (stretch pay); 2) at the end of the school year; or 3) half at the end of the first semester and half at the end of the school year.

   Board-approved extended days shall be paid in one of the following ways, at the election of the bargaining unit member: 1) over the course of the school year (stretch pay); or 2) paid when worked.

D. Assignments

ALL VIRTUAL INSTRUCTION OR HYBRID MODEL

The District may shift into all-virtual instruction or a hybrid model. If the District, a building or a classroom shifts to all or a hybrid model, teachers will not be required to provide synchronous learning, i.e., defined as livestreaming to remote students simultaneously while instructing students in-person, unless the GATA President and Superintendent agree otherwise in writing.

ONLINE INSTRUCTION FOR INDIVIDUAL SITUATIONS

With the exception of the District making a determination that a classroom, building or District will shift into all-virtual or a hybrid model (see above), effective with the 2022-23 contract year, should the District choose to use any distance learning approach for addressing the needs of individual students that would constitute a change in the employee's work conditions, GATA leadership and the administration shall reach an agreement on the distance learning approach prior to the implementation.

1. Assignments are defined as those teaching positions, extracurricular positions, and/or duties for which a bargaining unit member is contracted. Duties which include toileting students or performing medical procedures on students may only be assigned with the consent of the member and GATA president. However, emergency situations may require teachers to immediately assist

students. At no time shall a bargaining unit member be allowed, asked or required to supervise or evaluate bargaining unit members.

2. Principal's Assignment

   a. Any period in the secondary school day which is not an assigned teaching period, regularly scheduled duty period, planning period or lunch period may be designated as a Principal's Assignment.

   b. A principal may assign duties of a professional nature to a teacher having such an open period.

   c. The principal and teacher shall discuss the duties involved before assignment is made. PBIC (Positive Behavior Intervention Center)and Attendance Work shall not be assigned without mutual agreement between the teacher(s) and the principals.

   d. Principal's Assignments shall be made in writing to the teacher, by the administration, and shall specify the duty/duties to be performed.

   e. A teacher who is assigned to a Principal's Assignment may be assigned (verbally or in writing) to any other regular teaching duty during that period if their assigned duty is not needed, except such assignment as a teacher substitute may only occur in situations where other teacher coverage is not possible.

3. Secondary Teacher Supervision

   In an effort to equalize supervision responsibilities, upon request of a teacher, the administration will make every attempt to rotate assignments on an annual basis including cafeteria duty, attendance duty, study hall supervision, hall monitoring and other principal assignments.

E. Hiring of Retired Teachers

A teacher retired under STRS ("re-employed/retired teacher") may be re-employed under the following conditions:

1. The re-employed teacher will start with salary schedule placement experience of five (5) years and education credit of up to a Master's Degree. The re-employed teacher will be advanced one year on the salary schedule above Step 5 for each year of re-employment service in the district.

2. The contract of employment will be for one year and is automatically non-renewed at the conclusion of that year without the need for compliance with ORC Sections 3319.11 and 3319.111. Re-employed teachers may be evaluated pursuant to Article VII, A.

3. The re-employed teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the District.

4. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article XIV.

5. A "retired" teacher eligible to receive health insurance benefits through STRS and who seeks employment or re-employment by the Board after retirement will not be eligible for Board provided health insurance coverage. To the extent that a "retired" teacher previously covered by STRS loses the ability to obtain insurance coverage through STRS due to changes in STRS regulations, State law, or through legal action, such teacher would immediately be eligible to participate in the Board's health insurance coverage at the single health insurance premium level. The "retired" teacher may purchase the family plan by paying the difference between the single and family premiums. All premiums will be made through payroll deduction. Part time teachers shall not be eligible to receive health insurance benefits under the Board's insurance plans but shall be entitled to receive a prorated portion of a one thousand dollar ($1000) annual cash sum to offset his/her individual insurance coverage. Non-STRS retirees will also not be entitled to receive health insurance benefits under the Board's insurance plans but will be entitled to the aforementioned annual cash sum, or a prorated portion of same, if applicable.

6. The re-employed teacher shall commence his/her employment with zero sick leave but will accumulate leave pursuant to Article XI.

7. The re-employed teacher will not be eligible for severance pay or any retirement incentive program.

8. The re-employed teacher will have the lowest priority when filling vacancies and supplemental contracts, unless the superintendent determines otherwise based on the best interest of students, in accordance with 3319.173 and as in Article 5.A.1.b.

9. Subject to these provisions, re-employed teachers are bargaining unit members.

F. New Employees

Any new bargaining unit member may sign an "Acceptance of Conditional Employment" that indicates the employee is conditionally employed until a background check pursuant to Ohio Revised Code (ORC) 3319.39 has been completed. If the employee's criminal records check fails to comply with ORC the employee may be released from employment without hearing, due process or any other termination procedure. Prior to such release, the Board shall provide the employee with written proof of the non-compliance with the ORC. This waiver of rights shall immediately terminate once the Board or its designee has received a report or background check that is in compliance with ORC 3319.39, except in the instance of an erroneous background check when it is subsequently determined that the new employee would not be qualified for employment pursuant to the terms of ORC 3310.39.

ARTICLE 6
CONTRACTS

A. The Contract Status of Teachers

1. Limited Contracts

a. A new teacher without previous teaching experience shall receive a one (1) year limited contract.

b. At the expiration of a one (1) year limited contract, a rehired teacher may be granted a one (1) or two (2) year limited contract.

c. A teacher under a provisional certificate/license may continue in the district indefinitely under a limited contract.

d. Five (5) year contracts

(1) A teacher shall be considered for a five (5) year contract if he/she meets either of the requirements listed below:

(a) A teacher who has been employed in this system for three (3) years and has completed nine (9) semester hours of additional training since being issued a regular certificate/license in work related to his/her certification/licensure or related to potential future certification/licensure in the areas of specialist or administration.

(b) A teacher who has been employed in this system for five (5) years.

(2) Any teacher who is employed on a multi-year contract and has qualified for a continuing contract after the five (5) year contract was issued, on request of the teacher, shall be granted a continuing contract status in April of the school year he/she qualified for continuing contract status.

2. Continuing Contracts

Continuing contract status shall be granted pursuant to O.R.C. 3319.11.

B. Assignments on Contracts

1. Each elementary and secondary teacher will be issued a contract notification on or before the last student day of the school year.

2. Notification of each teacher's contract shall annually contain:

a. A statement of the grade(s) or subjects;

b. School building(s) to which a teacher will be assigned;

c. Salary for the same;

d. Number of days a teacher is required to be present in the school year;

e. The pay to be lost for each day of unexcused absence on the basis of the fraction that day is of the number of days in the teacher contract year.

3. Teachers who are already under contract for the coming year shall be given a salary notice containing the same information which appears on the basic contract.

4. Written notice or direct contact shall be made with each secondary staff member requesting information with respect to teacher skills and interests before the secondary school schedule is constructed. By the last student day each teacher will be notified of the number and type of preparations and the number of assignments. By the first work day, each teacher will receive a roster listing the names of students enrolled for each class or assignment.

C. Class Size

1. Maximum academic class size for grades K-5 shall be as follows:

K-1 - 23

2-5 - 25

a. These class sizes shall be based on the actual class size per building. At each grade level within a building, an average class size may be determined. However, no individual class shall vary by more than three (3) students.

b. Identified special needs students having an IEP (ID, MD, ED) that do not have an aide required by the IEP and who are placed in the regular education classroom at least fifty percent (50%) of the student day shall be counted as two (2) students. Training may be required at Board expense.

c. For classes which exceed the maximum class size load for more than five (5) consecutive student days, the teacher shall be paid .00025 x BA Base for each student over the maximum number for each day that the overload occurs.

2. Maximum academic class size/class load for grades 6-12 shall be:

a. There shall be a maximum class load of one hundred seventy-seven (177) students with no individual class size over thirty (30). If a teacher by mutual agreement teaches a class in lieu of the 7th assignment (S.H., cafeteria, principal's assignment, etc.), the maximum number shall be two

hundred six (206). These maximum numbers do not apply to music classes, study halls, or cafeteria assignments.

b. For classes which exceed the maximum class size, or the maximum class load for more than five (5) consecutive student days, the teacher shall be paid .000040 x BA Base for each student over the maximum number for each day that the overload occurs.

c. For the purposes of this section, a "double period" (i.e., students in same class for two (2) periods shall count only as one (1) "class".

3. For purposes of clarification, both K-5 and the Secondary performing music classes are excluded from maximum class sizes, but classes in music (music theory, music history, etc.) are included.

4. For all grades (K-12), the District shall take all steps necessary based on student enrollment, to ensure that class size and teacher assignments are equalized throughout each building.

ARTICLE 7
EVALUATION, PERSONNEL FILES, AND FAIR DISMISSAL

I. OHIO TEACHER EVALUATION SYSTEM (OTES 2.0)

A. Applicability

1. OTES 2.0 applies to any person employed under a teacher license issued under Chapter 3319 of the Ohio Revised Code, or under a professional or permanent teacher's certificate issued under former Ohio Revised Code Section 3319.222 and who spends at least fifty percent (50%) of the time employed providing student instruction.

2. OTES 2.0 does not apply to instructors of adult education or substitute teachers.

3. The Board of Education shall not conduct more than one observation cycle for a teacher who was on leave for fifty percent (50%) or more of a school year as calculated by the Board, and shall not conduct an evaluation of a teacher who has submitted notice of retirement on or before Dec. 1 of the school year.

4. Unless mutually agreed, the Board of Education shall not evaluate a teacher who is participating in the teacher residency program established under Ohio Revised Code Section 3319.223 for the year during which the teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators.

B. Definitions

1. "OTES" - Stands for the Ohio Teacher Evaluation System required by Ohio Revised Code Sections 3319.111 and 3319.112

2. "Evaluation Factors" - The walkthrough(s), observation(s), and other components required by the Ohio Revised Code and Evaluation Framework to be used in carrying out OTES evaluations.

3. "Evaluation Framework" - the document created and approved by the State Board of Education that accompanies the Standards-Based evaluation of teachers as set forth by Ohio Revised Code Section 3319.111.

4. "Evaluation Instruments" - The forms developed by the Ohio Department of Education, which will be used by the teacher's evaluator.

5. "Evaluation Procedure" - The procedural requirements set forth in this agreement, which conform to the statutory requirements and the Ohio Department of Education OTES Framework.

6. "Evaluation Rating" - The final holistic evaluation rating of "Accomplished," "Skilled," "Developing," or "Ineffective" as determined and assigned by the teacher's evaluator.

7. "High-Quality Student Data" ("HQSD") - locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. Each annual evaluation must include at least two (2) measures of HQSD. When applicable to the grade level or subject area taught, HQSD shall include the value-added progress dimension and the teacher shall use at least one (1) other measure of HQSD to demonstrate student learning.

8. "Ohio Evaluation System (OhioES)" - The electronic system implemented by the Ohio Department of Education for capturing OTES evaluation data.

C. Purpose

The purpose of teacher evaluation is to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.

2. Inform instruction.

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

II. EVALUATION PROCESS FOR OTES PERSONNEL

A. Evaluation Process

1. No teacher shall be subject to more than one (1) full evaluation cycle per school year.

2. The evaluation shall be completed no later than the first (1st) day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth (10th) day of May.

3. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher.

4. A teacher who received an "ineffective" rating on his/her most recent evaluation shall receive a minimum of three (3) formal observations during the evaluation cycle.

5. A teacher receiving a final summative evaluation rating of accomplished shall be evaluated once every three (3) years as long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

6. A teacher receiving a final summative evaluation rating of skilled shall be evaluated once every two (2) years as long as teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

7. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one (1) observation of the teacher and hold at least one conference with the teacher at which conference the teacher and evaluator shall discuss progress on the teacher's professional growth plan pursuant to the requirements of this contract.

B. Assignment of Evaluator

Not later than September 15th of each year, or in the case of a new teacher, within thirty (30) days of the first (1st) day worked if the teacher's first day occurs after September 15th, each teacher shall be notified in writing of the name and position of his or her evaluator. The assigned evaluator may be changed prior to the first observation. In this case, the teacher will be notified at least ten (10) working days prior to the observation. After the first observation, the Board will not substitute or replace the assigned evaluator unless the evaluator ceases employment with the District or is absent from work for an extended period of time (two [2] weeks or more).

1. An evaluator must be a full-time, credentialed and contracted employee of the District. However, credentialed part-time central office administrators responsible for oversight of a program may be used as evaluators within their assigned program (e.g., Special Education Supervisor). All evaluators must have successfully completed the state-mandated credentialing or recredentialing training and have passed any related assessment.

2. The evaluator shall be:

   a. The teacher's immediate supervisor for those teachers with a final summative rating of developing or ineffective on their most recent evaluation.

   b. An evaluator selected by the teacher not later than September 30 where multiple administrators/supervisors are available for those teachers with a final summative rating of accomplished. The number of evaluations assigned to an administrator may be capped contingent on District operations.

   c. An evaluator on whom the teacher had input where multiple administrators/supervisors are available for those teachers with a final summative rating of skilled. The number of evaluations assigned to an administrator may be capped contingent on District operations.

   d. In the event a teacher performs work under the supervision of more than one (1) supervisor, only one (1) supervisor shall be designated as the evaluating supervisor.

   e. The evaluator shall not be a bargaining unit member. The immediate supervisor as used in this section shall be defined as the building principal or assistant principal in which the teacher is assigned, Assistant Superintendent of Schools, Superintendent of Schools or evaluators as set forth in B. above.

   In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of any protected class under Board Policy, Union membership or Union activism.

C. Assigning an Effectiveness Rating

Each evaluation will result in a final effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." The final effectiveness rating is based on multiple evaluation factors, in accordance with the OTES 2.0 framework, including, but not limited to at least two (2) measures of high-quality student data attributable to the teacher being evaluated. For purposes of applying observations, only evidence gathered during the pre-conference, walkthroughs, formal observations and post-conference that are conducted during the current school year may be used.

D. Criteria for Evaluating Teacher Performance

1. A teacher's performance (all observations, walkthroughs and summative evaluations) shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation documents.

2. No teacher shall be evaluated on his or her classroom performance except based on the observations of the teacher by the teacher's assigned evaluator.

3. All monitoring or observation of the instructional performance of a teacher shall be conducted openly and with full knowledge of the teacher.

4. All results and conclusions of teacher performance must be documented and supported by evidence.

5. A teacher may provide evidence to the credentialed evaluator to support the assessment of the components being evaluated.

6. The District shall conduct all evaluations so as to observe the legal and constitutional rights of teachers. Ordinarily, no information shall be collected by video and/or audio equipment without the consent of the teacher. In the event of remote instruction, the parties agree that teachers will be evaluated while the teacher is present in-person in the classroom providing instruction (regardless of whether students are in-person or remote).

7. The District will not use video/audio evidence submitted to ODE by a Resident Educator as evidence to assess teacher performance.

8. No teacher shall be required to complete a self-assessment (e.g. the OTES Self-Assessment Form), unless the teacher was rated Developing or Ineffective during the previous evaluation year.

E. Formal Observations

1. Schedule of Formal Observations

A minimum of two (2) formal observations shall be conducted during a full cycle evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. The first formal observation shall be completed by January 15th. The second formal observation shall be completed no later than May 1st. There shall be at least three (3) weeks between formal observations.

Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing by that specific teacher, a holiday, any school break of more than two (2) consecutive calendar days, any leave of absence of more than three (3) days, or

within the first three (3) weeks of school.

If a teacher's performance is found deficient to the extent that adverse personnel action (i.e., non-renewal or termination) may result, a minimum of three (3) observations shall be conducted. If a third (or any additional) observation is to occur, there shall be at least ten (10) working days after the post-observation conference.

In any year in which a teacher is not on a full evaluation cycle, one (1) observation shall occur, including one (1) post-observation conference, which shall include a discussion of progress on the teacher's Professional Growth Plan. Such off-cycle evaluation observation may be either formal or informal at the evaluator's discretion.

2. Observation Conference

   a. All formal observations shall be preceded by a conference between the evaluator and the teacher, no more than five (5) working days prior to the observation, in order for the teacher to explain the plans and objectives for the work situation to be observed. At the pre conference meeting the parties shall mutually agree and designate the specific class/subject and/or time for the observation to take place. Completion of the pre-observation form shall be considered voluntary, unless the teacher was rated Developing or Ineffective during the previous evaluation year. The pre-conference may be done electronically and/or waived with the consent of the teacher and evaluator.

   b. A post-observation conference shall be held after each formal observation, no more than seven (7) working days following the observation. At least one (1) working day prior to the post observation conference, the teacher will be provided the "draft" observation report. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan and give the teacher the opportunity to provide additional evidence of performance.

   c. Documentation will be available in OhioES or otherwise provided (via hard copy or email) to the teacher.

F. Walkthroughs

1. A walkthrough is a formative assessment that focuses on one (1), but not more than two (2) evaluation components;

   a. Focus for Learning;
   b. Knowledge of Students;
   c. Lesson Delivery;
   d. Classroom Environment;

e. Assessment of Student Learning;
f. Professional Responsibilities; and

g. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

2. The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

3. The teacher shall be provided a copy of the walkthrough form within two (2) working days following the walkthrough.

4. No more than four (4) walkthroughs shall be included in each observation cycle.

5. Walkthroughs will be carried out in a manner that does not disrupt the learning environment in the classroom.

G. Non-Instructional Deficiencies

Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher. The evaluator shall provide, as necessary, a written plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

H. High-Quality Student Data (HQSD)

1. Each evaluation shall include at least two (2) measures of HQSD to demonstrate student learning attributable to the teacher being evaluated.

2. When applicable to the grade level or subject area taught by the teacher, high-quality student data shall include the value-added progress dimension, but the teacher or evaluator shall use at least one (1) other measure of high-quality student data to demonstrate student learning.

3. No value-added data, high-quality student data or any other student academic growth data to measure student learning attributable to a teacher shall be used for purposes of conducting evaluations during the 2021-2022 school years. However, the District may, at any time, including but not limited to during the 2021-2022 school years, consider as a part of the educator evaluation, how a teacher collects, analyzes, and uses student data, including student academic growth data, to adapt instruction to meet individual student needs or improve practice.

4. HQSD instruments will be rigorously reviewed at the District level prior to

use with the process for such review to be determined by the Administration. Prior to implementation of HQSD measures, the District will provide the evaluation committee an opportunity to provide recommendations regarding HQSD instruments. If consensus is not reached by the end of the meeting, the Superintendent retains sole discretion to make final determinations with regard to selection and implementation of HQSD measures.

5. No Evaluation Factor shall be impacted solely by student performance on a test or tests.

I. Final Holistic Evaluation (Finalization of Evaluation)

1. Written Report

Before the evaluation cycle is final, and not later than May 10th, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. Completion of Evaluation Cycle

The final holistic evaluation of a teacher shall be based upon multiple evaluation factors, including evidence gathered through walkthroughs and formal observations conducted for the current school year.

The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent.

3. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

J. Professional Growth and Improvement Plans

1. Where applicable, professional growth and improvement plans will be aligned to any school district or building improvement plan required for the teacher's district or building under the "Elementary and Secondary Education Act of 1965," as amended by the "Every Student Succeeds Act of 2015."

2. Professional growth and improvement plans shall describe the specific performance expectations, timeline, resources and assistance to be

provided.

3. Professional growth and improvement plans shall be limited to no more than two (2) goals per evaluation cycle.

4. Professional Growth Plans

Professional growth plans shall be developed as follows:

a. Teachers rated Accomplished will develop and submit a self-directed professional growth plan that focuses on the most recent evaluation and observations and may choose their credentialed evaluators as set forth in this agreement for the next annual evaluation from a District-approved list of evaluators. The number of evaluations assigned to an administrator may be capped contingent on District operations.

b. Teachers rated Skilled will develop a professional growth plan that focuses on the most recent evaluation and observations jointly with the credentialed evaluators. Skilled teachers will have input on their credentialed evaluators as set forth in this agreement for the next evaluation.

c. Teachers rated Developing will develop a professional growth plan that is guided by the assigned credentialed evaluator. Developing teachers will have their credentialed evaluators assigned by the Administration for the next evaluation.

5. Professional growth plans for a school year shall be developed not later than September 15th of each school year.

6. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.

7. Improvement Plans

a. An improvement plan is a clearly articulated assistance program for a teacher who receives an Ineffective rating. The Administration will assign the credentialed evaluator for the evaluation cycle and the teacher will be placed on an improvement plan developed by the credentialed evaluator as set forth in this agreement.

b. The improvement plan shall be completed using the OTES 2.0 model form(s).

c. A teacher shall be notified of any need for an improvement plan for the next school year no later than June 1st of each school year.

With such notification, the area(s) of deficiency will be identified so that the teacher may undertake efforts to address such areas over the summer months. The teacher will then meet with the applicable administrator to provide an update on any progress made over the summer on the areas identified, which the administrator will consider in finalizing the plan for that school year. In finalizing the plan, the administrator shall not add any area of deficiency that was not previously identified in the notice from the prior school year.

8. The District Administration has discretion to place a teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system should their final rating be developing or an identified area on the professional growth plan was not reached.

K. Due Process

1. Teachers who disagree with the rating of performance and/or the summative, or overall, evaluation rating shall be entitled to a meeting with the Superintendent.

2. During the meeting with the Superintendent identified above, a teacher shall be entitled to Union representation at any conference held during this procedure.

3. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under an appropriate limited contract. If the teacher was otherwise eligible for continuing contract, the teacher will be considered for continuing contract the following school year.

Personnel Action Requirements

The Board shall not non-renew or terminate an employee based solely upon this evaluation system until the employee has been subject to two (2) full evaluation cycles. The parties recognize this provision does not preclude the Board from non-renewing employees who are employed under a one (1) year contract without consideration of the employee's evaluation or otherwise preclude the Board from terminating any employee consistent with Ohio Revised Code 3319.16 for reasons other than his/her evaluation results in compliance with other provisions of the collective bargaining agreement.

L. Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of regularly reviewing the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the

District.

2. Committee Composition

   a. The Committee shall be comprised of four (4) Association members appointed by the Association President and four (4) members appointed by the Board, or its designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

   b. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.

3. Committee Operation

   a. The Committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

   b. Members of the committee will receive training in all aspects of OTES 2.0, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

   c. The Committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

   d. Committee agendas will be developed jointly by the co chairpersons of the committee.

   e. All decisions of the committee will be achieved by consensus.

   f. At the initial committee meeting, the Committee will develop the ground rules by which the Committee will operate.

   g. At each meeting, the Committee will select an individual to act as the official recording scribe for that meeting.

   h. Members of the Committee will receive release time for committee work and training.

   i. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within fifteen (15) working days following meetings of the Committee.

   j. The Committee may establish sub-committees to assist with their work.

k. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.

l. The Committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

4. Compensation

Any committee work performed outside of the contractual work day will be paid at twenty dollars ($20) per hour.

5. Committee Authority

a. The Committee is responsible for jointly reviewing and recommending changes to the Board policy for teacher evaluation.

b. The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

c. If either party wishes to consider any change or revision to the terms or conditions of this Article, it will discuss the matter with the Committee. If the discussion results in a recommendation by the Committee to change or revise the evaluation procedure, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

d. In the event of legislative action by the Ohio General Assembly that impacts this topic in any way, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate and/or necessary during the term of this agreement.

M. Extension of Timelines for Evaluation Process Based on Absence

1. In the case of a short-term absence (fifteen [15] school days or fewer) of the evaluator or teacher, any appraisal process deadlines, (other than the statutory May 10 deadline), shall be extended by the number of school days equal to the days of absence.

2. In the case an evaluator's long-term absence (more than fifteen [15] school days), the evaluator's replacement shall continue the appraisal process and deadlines will be extended by mutual agreement of the evaluator or teacher. Likewise, in the case of the teacher's long-term absence, as defined above, the appraisal process and deadlines, (other than the statutory May 10 deadline) will be extended by mutual agreement of the evaluator and teacher. If no mutual agreement is reached, the Association President and the Superintendent or designee

shall mutually establish new appraisal deadlines.

N. Professional Development

The Board shall provide for allocation of financial resources to support professional development as required by state law and the OTES 2.0 framework.

O. Forms

The parties agree to use the most recent model ODE forms, effective for the current school year. If the forms are revised, new versions will be utilized for subsequent years.

III. EVALUATION PROCESS FOR NON-OTES PERSONNEL

A. Evaluation Procedure - Bargaining Unit Members

The purpose of evaluation shall be to help educational performance and to serve as a basis for recommendation to the Superintendent for reemployment. All teachers will be evaluated during the course of the school year in accordance with the following schedule. There shall be at least two (2) 30-minute observations for each evaluation.

1. All first year teachers will be given at least two (2) formal evaluations.

2. Teachers with a one-year contract will be given at least one (1) formal evaluation.

3. Teachers with a two year contract will be given at least one (1) formal evaluation within the two years.

4. Teachers with a five-year contract will be given at least one (1) formal evaluation within the five years.

5. Teachers with continuing contracts will be given at least one (1) formal evaluation every five (5) years.

6. Items marked less than "satisfactory" on the evaluation form will be accompanied by mutual reasonable goals. These goals will include recommendations for improvement and how the teacher may obtain assistance in making the improvements specified. If the teacher and the evaluator cannot arrive at mutual reasonable goals for items marked less than "satisfactory," it will be the responsibility of the evaluator to establish these reasonable goals.

7. A written evaluation must be given to the teacher within ten (10) school days after the observation.

8. Each teacher shall have at least forty-eight (48) hours to review any formal evaluation before the teacher/principal conference is held.

9. Space shall be provided on the evaluation form for teacher rebuttal and/or written comments. A copy signed by both the teacher and principal shall be given to the teacher. A teacher's signature does not necessarily mean agreement with the evaluation. Principal's signature does not imply agreement with the rebuttal.

10. The C.E.S.A.C. Committee will be requested to review and/or recommend revisions of the evaluation instrument once every five (5) years. Any recommendations will be made in writing to the Superintendent with copies being submitted to the G.A.T.A. executive committee and the Board. No changes to the instrument may occur without ratification by both parties.

11. If either the teacher or principal refuse to sign said evaluation, either party may request a witness to sign attesting to the fact that he/she observed the refusal to sign by either or both parties.

12. At no time shall any student assessment result be used as the sole basis for the evaluation of a teacher.

IV. Fair Dismissal

A. Definition of Fair Dismissal.

The Board may non-renew a limited contract teacher or dismiss a teacher during the term of his/her contract only after fair practices and due process have been followed.

B. The procedure for the termination of a bargaining unit member during the term of a contract shall follow the procedures set forth in ORC Sections 3319.16 and 3319.161.

C. The procedure for non-renewal shall follow the procedures set forth in ORC Sections 3319.11 and 3319.111:

a. A teacher who receives written notice of the Board's intention to non-renew has the right to:

(1) Request a hearing with the Board;

(2) An appeal to the Court of Common Pleas.

b. Both the Board and any teacher who receives written notice of the Board's intention to non-renew shall comply with the timelines and requirements as set forth in ORC 3319.11.

D. No reprisals of any kind will be taken by the Board, the Administration, any teacher, or by the Association against any party by reason of participation in the fair dismissal procedure.

E. Bargaining unit members serving under limited contracts and meeting the following conditions may be non-renewed without compliance of ORC 3319.11, 3319.111 or applicable sections of this contract. In the event the individual filling the position came from the recall list, the individual will be returned to the recall list. The time spent working shall not count against the maximum time allowed on the recall list.

i. Temporary teachers who are assigned to a bargaining unit member's position that is open due to a one (1) year leave of absence.

ii. Tutors who are serving on a one (1) year temporary license or serving under a State or Federally funded program whose funding is determined on an annual basis.

V. Evaluation Procedure - Supplemental Contract Positions and Head Coaches

A. The primary purpose of evaluation is to further improve the Geneva Area City Schools extracurricular programs by identifying and maintaining the strengths of the extracurricular staff and identifying and improving the areas that need improvement.

B. The Administration will evaluate all head coaches, directors and advisors on an annual basis. Other supplemental contract holders will be evaluated on an as-needed basis. Supplemental contract holders with overall responsibility of an extracurricular activity will submit a written summary of the extracurricular program/area for which they are under contract. This summary will be done on the standardized form developed by administration and reviewed by the GATA President. The completed summary will be submitted to the Principal within ten (10) working days of the last contest for athletics and by June 1st for all other supplemental contracts (academic).

C. If the Administration identifies serious weaknesses or concerns during the course of the season/activity, those issues will be brought to the attention of the supplemental contract holder in a timely fashion.

D. An extracurricular contract holder who is not recommended to be rehired for the next school year may file a grievance at Step II of the grievance procedure.

E. Whenever possible, hiring of extracurricular contracts will occur at the regular June Board meeting.

VI. Personnel Files

A. The Central Office personnel file shall be the only file information which can be used against a teacher in a non-renewal, termination or any disciplinary action and shall be the only official personnel file.

B. Each teacher shall have the opportunity, upon request and after arranging a suitable appointment, to review the contents of his/her personnel files. Upon the request of the staff member an Association representative may accompany the member.

C. The Central Office personnel file shall be open to the involved teacher, the principal, the Board of Education, the Superintendent, the Central Office staff, and legal counsel as authorized by the Board and/or the Superintendent and shall not be open to anyone else unless required by law.

D. Nothing shall be placed in a teacher's Central Office personnel file without his/her signature at which time they will be informed the document will be placed in their personnel file. (This does not include certificates, transcripts, or letters of commendation.) All teachers shall have the right to respond in writing to any items placed in their files.

E. In cases where the teacher refuses to sign, the item may be placed in the Central Office personnel file with a note to the effect indicating the teacher's refusal and the signature of a witness to that refusal.

F. Anonymous letters or materials shall not be placed in the teacher's personnel file. Any signed complaint made against a teacher which, after investigation by the employee's immediate supervisor, is found to be without basis, in fact, will not be placed in the teacher's Central Office personnel file.

G. An employee will be shown a copy of all derogatory notations or disciplinary actions placed in his/her file. If said offense does not reoccur within two (2) years, said violation shall not be considered for future disciplinary action.

ARTICLE 8
RESPONSIBILITY OF PROFESSIONAL PERSONNEL

A. Teacher's Year

1. The Geneva Area City School District school calendar shall be one hundred eighty (180) days plus three (3) teacher days.

2. The three (3) teacher days shall be:

    a. Orientation Day: building meetings shall be limited to one (1) hour.

    b. Records Day at the end of the first semester.

    c. Records Day at the end of the second semester.

3. Fall Parent/Teacher Conferences

In exchange for the two (2) evenings of fall conferences, no school will be scheduled on the Monday after Thanksgiving.

4. Spring Parent/Teacher Conference

   In exchange for the two (2) evenings of Spring Conferences, no school will be scheduled on the first Friday in May.

5. Pilot Year: During the 2026-2027 school year, the following pilot shall be implemented regarding parent/teacher conferences in lieu of following Article 8.A.3-4 above. Unless otherwise mutually agreed by the Board and Association in writing, this Article 8.A.5 shall expire at the conclusion of the 2026-2027 school year:

   In exchange for the two (2) evening conferences and Open House/Orientation/Public School Works, no school will be scheduled on the Monday after Thanksgiving and the first Friday in May.

   Evening conferences: One evening conference shall be held in November, and one evening conference shall be held in February.

   Open House/Student Orientation/Public School Works: Bargaining unit members must work four (4) hours in August (outside of contract days) to set up their classroom and attend Open House/Student Orientation, on the day designated by the District. (If a bargaining unit member is absent on Open House/Student Orientation, they must be in approved leave status and will be charged ½ day of absence.) Bargaining unit members shall work 3.5 flexible hours (outside of contract days) to complete Public School Works training; such members shall have assigned Public School Works training completed by the deadline assigned.

   The District shall also hold one conference during the regular workday in November, and one such conference in February, with the second half of the day reserved for professional development training.

6. NEOEA Day, Martin Luther King Day, and President's Day will not be scheduled as a workday for teachers.

7. Professional Development Days

   The district shall provide professional development to all certified staff at least twice per year based on the following schedule:

   Convocation Day--one-half (1/2) of the day to a maximum of four (4) hours

   First Semester Records Day--one-half (1/2) of the day to a maximum of four (4) hours

   The Agenda and proposed professional development activities will be reviewed by C.E.S.A.C.

District-wide Professional Development days shall be held from 7:30 a.m. to 3:00 p.m.

Any professional development or trainings required for the teacher(s) to complete must be scheduled on the aforementioned days or in-lieu of building staff meetings. Should there be a training or professional development required outside of these aforementioned days, teachers shall be given release time to complete those trainings or professional developments.

Teachers will be issued contact hours (CEUs) for all district-led professional development and professional committee work.

B. Teacher's Day

1. The school day for all teachers shall consist of no more than seven (7) hours of assigned time which will include the student day, class assignments, study halls, and other assigned duties. All teachers shall receive at least thirty (30) continuous minutes of uninterrupted time for lunch during the student day. This lunch shall not be considered part of the seven (7) hour workday.

2. A minimum of two hundred (200) minutes per week, which includes at least thirty (30) continuous minutes four days per week, shall be guaranteed to each teacher for duty-free planning in the elementary, with exception to the Elementary Head Teacher Duties, and a minimum of forty (40) continuous minutes per day shall be guaranteed in the secondary for duty-free planning, except during state testing or other testing schedules, calamity related events and in cases of an adjusted schedule, or if the teacher is covering a class for payment, or volunteering their time. Adjusted schedules for other than state testing or other testing schedules and calamity related events shall not occur more than two (2) times per month.

3. The staff will be expected to make themselves available for student and/or parent discussions or in-service meetings after school as needed. Whenever possible, parent conferences will be scheduled two (2) days in advance.

4. No teacher should leave the building during the school day unless such absence is with the knowledge of the principal or designee. Approval of the principal or designee must be obtained if the teacher is leaving during his/her assigned time.

5. There shall be a maximum of six (6) teaching periods in the secondary school. An additional class assignment cannot be given without written teacher approval.

6. Teachers shall be asked to attend no more than two (2) building meetings per month, not to exceed one (1) hour each beyond the school day, with their building administrators, except for unusual circumstances.

7. If schools are closed because of an emergency situation, teachers shall not be required to report to their buildings. If the students are released early because of emergency conditions, the teachers in the buildings involved shall also be permitted to leave, providing that all but four (4) or less of the students regularly assigned to that individual teacher have left school premises. Stranded students shall be the responsibility of the principal or the head teacher.

8. The student day shall be established no later than August 1 of each school year.

9. For any IEP meeting approved by the Building Principal to occur after or before the regular workday, the attending teacher shall receive a maximum of one (1) hour of compensation at a rate of eighteen dollars ($18.00) per hour. For meetings less than one (1) hour, the attending teacher shall be compensated on a fifteen (15) minute pro-rata basis based upon the eighteen dollar ($18.00) rate.

C. Teacher's Authority and Responsibilities

1. Job Description(s) – The Board retains the right to develop and revise job descriptions for all bargaining unit positions, provided the Association is given prior notice and an opportunity to review and provide feedback. The initial job descriptions developed by beginning of the 2026-2027 school year shall be mutually agreed upon with the Association.

2. Teacher Responsibilities – The following is a non-exhaustive list of teacher responsibilities:

   a. Teachers are responsible for teaching, directing and leading the pupils in their care, in conformity with the laws of the State.

   b. Teachers shall cooperate with the Superintendent and principal in the enforcement of the written policies of the Board. Such policies shall be available online to teachers.

   c. Teachers with the cooperation of the administration will discharge the duties, including discipline, assigned to them.

   d. Teachers will not leave student groups for which they are responsible unattended, except in cases of extenuating circumstances.

   e. Teachers will report cases of student illness or injury occurring on the school premises to the nurse and/or principal.

   f. Every member of the professional staff has responsibility for classroom guidance. This includes not only that which is inherent in effective teaching, but also the planning and execution of aspects of guidance under the direction of the professional counselors.

2. Classroom Duties

a. Lesson plans, containing a general outline of class procedure, will be prepared in advance by teachers and will demonstrate a continuity of planning based on the approved system-wide course/grade objectives. However, teachers will determine what type of plan(s) in their professional opinion will meet the educational needs of their classrooms. Lesson plans shall be made available to building administrators on request.

b. Teachers shall be responsible for evaluating students in their classes, and issuing appropriate grades to those students. End of quarter grades will be due no sooner than two (2) school days after the grading period ends, except for the final grading period, where grades shall be due by checkout on the last teacher workday. These grades will not be changed by administration without two (2) days advance notice in writing to the involved teacher with a copy sent to the Superintendent. The teacher shall have met all administrative procedures of sending progress reports, and filing names of students who are doing work that could possibly lead to the student not being promoted.

(1) It should be understood that a student can fail for a grading period even though his progress in the first half of the grading period did not indicate that a progress report should be sent home.

(2) Elementary Grades Student Promotion, Placement and Retention (K-5)

If at any time in a teacher's best judgment a student should be transferred, failed, skipped or otherwise reassigned, the following steps should be followed:

(a) The building principal and the parents shall be notified.

(b) A conference shall be held with the principal if the teacher desires.

(c) The principal shall arrange a conference with the parents, if possible.

(d) The principal shall send a written report to the Superintendent, parents, and teacher indicating the teacher's recommendation and the parents' recommendation in cases of disagreement.

(e) A written notice of the Superintendent's final decision with respect to the assignment shall be sent to the parents, the principal, and the teacher with a copy placed in the student's file.

(f) Written retention forms will be available which provide space for comments and recommendations of specialists and other professional personnel involved in the child's education.

If a student is recommended for retention, said form shall be completed and placed in the student's permanent record.

(g) The following terms shall be used when moving a student from one grade to another.

(I) Promoted

(ii) Placed

(iii) Placed by Administration

(iv) Retained

(3) A grade issued by a teacher may only be changed by the administration after the following procedure has been completed:

(a) The administrators shall notify the teacher in writing that there is a request by a parent or guardian to change a grade. The notification shall include the reasons for the proposed change.

(b) The administrator and the teacher shall meet within two working days to discuss the change.

(c) If the teacher refuses to change the grade, a meeting between the teacher, the administrator, parent and student will be arranged by the administrator for the purpose of discussing the change.

(d) If the teacher refuses to change the grade, a meeting between the teacher, principal and superintendent will be arranged by the principal for the purpose of discussing the change.

(e) If the Superintendent feels that the grade should be changed, the teacher shall be notified by letter and the grade shall be recorded on the report card and Permanent Record of the student as being given by the administrator in charge.

(f) Grades are not to be changed for the purposes of creating or keeping eligibility for extracurricular activities, academic honors, or for political expediency.

(g) It is understood that the teacher shall be allowed to have Association representation at each step of the procedure.

c. In addition to classroom teaching, a teacher's contractual obligation includes:

(1) A proportionate share of building responsibility.

(2) Staff, divisional, committee, and other professional meetings called by the Superintendent or delegated authority. Such meetings shall require two (2) days prior notification except in case of emergency.

(3) Each teacher shall see that no student from his/her activity remains in the building at the completion of the activity without supervision. This affects all activities that conclude more than thirty (30) minutes before or after regularly scheduled school sessions.

3. Nurse Responsibilities - The following is a non-exhaustive list of school nurse requirements and responsibilities:

a. The school nurse shall be a graduate of an accredited school of nursing, be certified by the Ohio Department of Education as a school nurse in Ohio, and holds a current Ohio Registered Nurse License. He/she also must be a college graduate with a minimum of a bachelor's degree in nursing or an allied field.

b. It is the responsibility of the school nurse to perform the following:

(1) Provide necessary nursing care, including the following health appraisal services:

(a) Supervision of the teachers' daily inspection of pupils.

(b) Inspection of specific students or whole classrooms for special conditions by observation or periodic mass screening.

(c) Collection of student and personnel health data, compiling and interpreting same to designated persons.

(d) Supervision of diagnostic procedures, such as vision, hearing and tuberculin tests.

(e) Preparation for and follow-up of group testing dental procedures such as the nutrition survey.

(f) Record all health data on students' school health records.

(2) Provide health guidance to individual students and their parents.

(3) Assist in preventing and obtaining the correction of remedial defects.

(4) Aid school personnel in arranging policies for the emergency care of severe injuries and sudden illnesses of the school child and personnel and provide first aid care as indicated.

(5) Assist in the prevention and control of communicable diseases by insisting on complete immunization of kindergarten, first graders and

incoming students and referring to the principal for exclusion of students with communicable diseases.

(6) Assist parents through home visits and individual conferences in school to provide for better physical, mental, emotional, and social development of the school child.

(7) Provide consultation service to teacher, student, or parent groups as necessary.

(8) Contribute to the health education program of the schools as consistent with the overall instructional program; specifically, second and fourth grade dental educational program, fifth and sixth growing-up and drug programs and first aid course.

(9) Promote the maintenance of a home and school environment that will safeguard the health, safety, and general well being of the school child.

(10) Provide consultation service regarding the health status of school personnel.

(11) Keep current Ohio nursing registration; keep abreast with current health trends involving school and related topics.

(12) Cooperate closely with Ohio agencies and schools on specific health related problems.

(13) Present self in a professional manner at all times.

c. This goal is achieved through student and personnel health appraisal, and screenings, health and safety education, parent/teacher/pupil conferences, emergency care, prevention and control of communicable diseases, an involvement with the community and its agencies, including participation in the county clinics (POD, DOP, and orthopedic) and keeping confidential health records.

4. Head Teacher

a. Selection

(1) The district shall post the Head Teacher position annually. When filling the role, the factor of the best interest of students, including satisfactory experience in the Head Teacher role, shall be the determining factor. The Superintendent shall give consideration to the recommendation of the Association President before making a recommendation to the Board. This appointment shall be for a period of one (1) year.

(2) If no qualified individual applies for the ensuing year, the Superintendent shall appoint a member of the building staff for one (1) year and rotate the position of Head Teacher yearly to another qualified staff member based on the criteria in the subsection above.

(3) In the event a building's Head Teacher is absent, the Superintendent or designee may appoint an interim Head Teacher, paid at the daily rate of .0015 of the BA 0 for each day of interim work. The absent Head Teacher's supplemental contract will be pro-rated for days of consecutive Head Teacher work missed after ten (10) consecutive work days.

b. Duties

The Head Teacher has the following specific duties to perform during the absence of the principal:

(1) The Head Teacher serves as a substitute for the building principal whenever the principal is away from the building because of illness, obligations or meetings. Each elementary building shall have a Head Teacher;

(2) Handles all the student discipline cases that need immediate attention and action;

(3) Makes proper arrangements to care for any staff or pupil emergencies;

(4) Notifies parents of any student emergencies or serious discipline cases;

(5) Notifies the Superintendent and/or building maintenance director of any serious emergencies that would be of their immediate concern;

(6) Shall keep a record of actions taken for review by the principal upon his/her return from absence;

(7) Makes decisions and performs necessary duties to continue effective operation of the building; i.e., immediate needs of staff, students, parents, and programs, etc.

(8) Calls in substitute when head teacher deems necessary due to the absence of the principal.

c. Compensation: See Salary Schedule

d. Policies discussed in administrative council shall also be discussed by the principal and Head Teacher primarily so the Head Teacher will be aware of general and usual procedures.

5. Elementary School Counselor

Each building will have the services of the school counselor according to the following schedule:

Austinburg Elementary	-	1 day per week
Cork Elementary	-	1 day per week
Geneva Platt R. Spencer	-	3 days per week

While the above schedule is considered normal, the parties agree that as situations arise, short-term deviations in the above schedule will be allowed with consultation with the counselor. In the event the Board employs an additional school counselor(s), the school counselor's time allocation shall be determined by the Superintendent. The total school counselor time allocated to each building shall not be less than the time specified above. The June 30, 2023, MOU regarding this section expires effective July 1, 2026.

a. Job Duties

(1) Shall work with students on an individual and/or small group basis.

(2) Shall work with students who teachers have identified as needing to develop coping skills, stress management, life-skills, (i.e., death, divorce, family crisis, violence, sexual abuse).

(3) Shall not be assigned to:

(a) Testing procedures

(b) Administrative duties

6. Mental/Physical Abuse

a. Mental Abuse

(1) Mental abuse by a student toward a teacher must be resolved by the procedure detailed below and shall result in the removal of the student from the classroom and his re-assignment by the administration, unless the removal results in a "change of placement" for a special needs student. In such case, an IEP/Section 504 review team will be convened within ten (10) working days to review the student's IEP or Section 504 plan and to determine the need for additional supports to address the student's behavior.

(2) Procedure: The teacher shall keep a written anecdotal record citing dates, incidents, and detailed circumstances leading up to the incident, punitive or corrective measures taken, etc. If the situation persists, then the teacher shall notify the building principal of the problem. The teacher shall, after repeated incidents, request a

parent/teacher conference. If the problem is still unresolved, a parent/teacher/ administrator conference shall be arranged and, if appropriate, an IEP/Section 504 meeting will be convened. Further disruption shall result in the removal of the student from the classroom and his/her reassignment by the administrator by mutual consent of the professionals involved. Notwithstanding the foregoing, any action involving a special needs student will be taken in compliance with all State and Federal laws.

b. Physical Assault

(1) A student who physically assaults a teacher shall be removed immediately from that teacher's classroom. The student shall be referred to the building principal and will face disciplinary removal consistent with the procedures set forth in the district's Student Code of Conduct and Section 3313.66 of the Ohio Revised Code. If the building principal finds that the student has committed an assault on a teacher, as set forth in the Student Code of Conduct, the building principal shall recommend to the Superintendent that the student be expelled. The Superintendent (or his/her designee) shall hold an expulsion hearing pursuant to Section 3313.66 of the Ohio Revised Code and, after considering all of the evidence, determine whether the student shall be expelled. The staff member who was subjected to the assault shall have the opportunity to provide a written statement regarding the incident which shall be considered by the Superintendent. Should a special needs student be found to have violated the Student Code of Conduct by assaulting a teacher, the IEP/Section 504 team will convene within ten (10) working days to conduct a manifestation determination and review the IEP or Section 504 plan and determine whether changes need to be made. As permitted by law, a special needs student may be suspended or expelled in the same manner as a non-disabled student for the physical assault of a teacher if the conduct was not a manifestation of the student's disability.

(2) Upon the return of the student and to the extent permitted by law for special needs students, all efforts shall be made to schedule the student into classes other than those taught by the teacher assaulted.

7. Resignation

By law a teacher may resign without penalty before July 10. To obtain a release without penalty after this date, the Superintendent must recommend the acceptance of the resignation which must then receive approval of the Board of Education.

D. Special Needs Assistants

Teachers will direct the day-to-day classroom activities and instructional content provided by Special Needs Assistants who are assigned to their classroom and/or students.

E. Translation Services

The District may select and hire an individual to proofread and revise documents that will subsequently be read to English learners in Spanish, with priority given to qualified bargaining unit members. Such work shall be performed outside of their regularly scheduled contractual work day. In exchange for such services, the Board agrees to pay the selected individual at a rate of $25.00 per hour.

Such individual shall be required to track and maintain timekeeping records which demonstrate the exact amount of time (in ¼ hour increments) spent proofreading and/or revising documents. Each time entry must include the date the services were performed and a brief description of the services that were provided. Such individual shall be required to submit their timekeeping records to the Director of Student Services on a bi-weekly basis. Upon review and approval from the Director of Student Services, the individual shall receive payment for their services via their bi-weekly paycheck during the following pay period.

ARTICLE 9
PROFESSIONAL BEHAVIOR

A. Tutoring

No teacher shall tutor for remuneration a child from his/her own class except in the case of home instruction for a disabled child or for district approved programs.

B. Rewards

Professional personnel shall not accept, offer, or agree to receive or accept a reward, consideration, present, gift, or reduction in price, for favoring recommendation, or advocating the introduction, adoption, or use in a public school of a textbook, map, chart, globe, or any other school supplies.

C. Sales Agent

Professional personnel employed by the Board of Education shall not act as sales agent, either directly or indirectly, for any persons, firm or corporation whose school textbooks are filed with the Superintendent of public instruction or for school apparatus or equipment of any kind for use in the public schools. A violation of this section shall result in forfeiture of contract in Geneva Area City Schools and may result in loss of teaching certificate.

D. Breach of Contract

The Board of Education will regard as a breach of contract, on the part of a teacher, any of the following conditions and disciplinary action may be taken:

1. Failure to carry out duties assigned by the proper administrator. This includes extracurricular activities assigned under VIII. C. 2-c. (3).

2. Unauthorized absence from assigned work.

3. Engaging in other employment in addition to service with the Geneva Board of Education which interferes with the educational work for which the teacher has contracted.

E. Progressive Discipline

All discipline shall be progressive in nature unless the offense is so egregious as to warrant skipping steps. Disciplinary action may be a verbal warning for the first offense, a written warning for the second offense, and a conference with the Superintendent or designee for the third offense. The individual may request G.A.T.A. representation at any level.

F. Just Cause

No individual shall be disciplined, reprimanded, reduced in rank or compensation, suspended, terminated, non-renewed, adversely evaluated, or otherwise deprived of any professional advantage without just cause.

ARTICLE 10
COMPENSATION

The Board of Education shall adopt a single salary schedule for teachers. All additional compensations beyond the single salary schedule shall be defined by supplementary contracts.

A. Experience Units

1. Experience Units are determined as follows:

   a. Any regularly employed teacher who is employed in the Geneva Area City School District for one hundred twenty (120) days shall earn one (1) full year of experience for each school year. Substitute experience will be granted according to the Ohio Revised Code.

   b. A person who has served in the armed services shall be credited on the salary schedule for his/her time spent in the armed services in accordance with the laws of the State of Ohio.

   c. A teacher shall be given full credit for five (5) years of teaching experience in public or nonpublic schools in this state or in another state unless an exceptional circumstance exists. If the Superintendent offers a candidate

more than the five (5) years, he/she shall notify the GATA President by letter.

2. No teacher will be moved back on the training scale as a result of the clarification of this policy.

B. Training Unit

A training unit is such training as is ordinarily taken in a recognized and approved teacher institution or its equivalent. Such training shall be evaluated in terms of degrees or semester hours of credits.

Masters Degree - Any credit beyond the Masters degree is defined as credit earned after the Masters degree has been conferred and shall be in the teacher's field of instruction. The Superintendent shall have the authority to approve, in writing, in advance, other courses of study for credit.

C. Teachers Substituting

1. Whenever a teacher is absent for one (1) full school day or more, the Board will attempt to secure a properly certificated or licensed substitute. If the class(es) has more than one (1) certificated / licensed employee (e.g., teacher, tutor or aide) in the classroom for instruction, then the Board will attempt to secure a properly certificated or licensed substitute to assist with the teacher(s) who are present.

2. In the event a properly certificated or licensed substitute cannot be obtained, or if the teacher is to be absent for less than one (1) school day, the following shall apply:

   a. A teacher may be requested by the Administration to take the class of the absent teacher. Such requests shall be equitably distributed among teachers who do not have assigned student contact time. If substitutes are not available, or if the absence is for less than one (1) day and no volunteer is available, a teacher may be directed to take the added assignment. Such administrative directives will be equitably distributed. If a situation occurs where teacher coverage is not possible, the Administration shall fulfill classroom coverage or an alternative solution.

   b. No bargaining unit member shall be removed from his or her regular teaching duties to cover a class.

At the Middle School and High School, there shall be a fixed rate of 0.12% of the BA 0 Salary for teachers who fill in for another teacher if a substitute is not available. This applies only if the substituting is done on non-assigned time. Teachers shall not be required to assume responsibility of other classes during their assigned teaching time, except in unanticipated occasions requiring such assignments. A teacher who substitutes during his/her professional period shall be selected on a seniority rotation basis.

At Elementary, for elementary classroom teachers, when another class is split due to a lack of adequate substitute coverage for a 1/2 day or more, said teacher shall be granted the substitute rate in addition to their regular pay, pro-rated for a partial day of service. The substitute rate will be divided equally among the teachers who covered the class. If an elementary classroom teacher needs to maintain their class due to the absence of a specials teacher, such classroom teacher shall receive a fixed rate of $18.75 per half hour, for filling in for the absent specials teacher if a substitute is not available.

D. Filing of Earned Credit

A transcript of credits earned must be filed with the Superintendent of Schools' office on or before September 15 in order to receive salary schedule credit retroactive to the beginning of the school year. The grade report and/or satisfactory evidence of such credits will substitute for official transcripts for summer classes. These transcripts will be filed by November 1st. The responsibility for this action lies with the teacher concerned.

A transcript of credits earned must be filed with the Superintendent of Schools' office on or before February 1st in order to receive salary schedule credit retroactive to the beginning of the second semester. The grade report and/or satisfactory evidence of such credits will substitute for official transcripts. These transcripts will be filed by April 1st. The responsibility for this action lies with the teacher concerned.

E. Certificate on File

All teachers must have a certificate before receiving any legal salary payment except for teachers during the first sixty (60) days of the school year whose application for a certificate/license has been filed with the Ohio Department of Education.

F. Method of Computing Daily Rate

1. In computing deductions for an unauthorized absence, the total annual salary, excluding supplemental salary(s), shall be divided by the number of days in the school year as determined by the official school calendar. For those staff members whose contracts call for a longer period than the school calendar year, the appropriate number of days shall be used.

2. The salary of any teacher whose contract starts at a date later than the opening day of school shall be computed by multiplying the daily rate by the number of teaching days remaining in the school year. Payment shall be prorated through August.

3. Any teacher leaving the employ of the Board before the expiration of his/her contract shall be paid for the number of days actually taught. At termination of contract full payment will be made.

G. Salary Deductions

1. Optional deductions include: Disability Income Insurance, Educators Mutual, Credit Union, Professional Association Dues and Fees, Mutual Funds, other insurances, Fund for Children and Public Education (FCPE), Tax Sheltered Annuities [IRC Section 403(b)], Ohio Public Employees Deferred Compensation (IRC Section 457), Civic Development Corporation, STRS Credit buy-back, United Way and Ohio Tuition Trust Authority. Tax deferred deductions for Section 403(b) Annuities and Section 457 Plans will be subject to the following:

    a. The Board shall provide access to Internal Revenue Code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts, provided that the IRC Section 403(b) providers otherwise comply with the requirements of the Section 403(b) Plan of the School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will, among other things, obligate the provider to comply in operation with the requirements of IRC Section 403(b) and to indemnify the Board for non-compliance with applicable law, and (ii) having at least five employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School District shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.

    b. The Board shall permit employees to elect to defer compensation under a deferred compensation plan which satisfies the provisions of IRC Section 457(b) (the "457 Plan"). The 457 Plan is sponsored by the Ohio Public Employees Deferred Compensation Program that has been established pursuant to Chapter 148 of the Ohio Revised Code.

    c. Any contribution outlined in the section shall be transmitted to the providing vendor no later than the next payroll date.

2. Mandated deductions include teacher's retirement, Federal, state and city withholding taxes, and unexcused absence.

3. GATA/OEA/NEA dues shall be deducted equally from two paychecks per month beginning with the first pay in October and ending the second pay in August. The Association on behalf of itself and the OEA and the NEA agrees to defend, indemnify, and hold the Employer, including the Board, its officers, members, agents, and employee(s) who implements any Association dues and/or fees deduction in compliance with this provision, harmless for any cost, liability, or claim incurred as a result of or arising out of the implementation and enforcement of any Association dues and/or fees deductions.

H. Insurance Coverage

1. The Board will pay the cost minus the required premium payment as outlined below of a full single or family insurance plan as set forth in this agreement and further defined in the Summary Plan Document included as Appendix E. The Board will also pay for a modified dental plan with a twenty-five ($25) deductible and vision coverage as in effect as listed in the specifications.

2. The schedule of benefits for the modified dental plan will include

   a. Maximum benefit each calendar year per person for Class I, II, and III services will be $2,000.

   b. Lifetime maximum for orthodontics $1,500.

   c. Percentage of payment of reasonable and customary charges for covered dental expenses:

Class I	100%	Class III	60%
Class II	80%	Class IV	50%

   Class I = Diagnostic - general and preventive

   Class II = Anesthesia, Endodontics, Periodontics, Prosthodontics - Maintenance, Oral Surgery

   Class III = Restorations, Prosthodontics - Installation

   Class IV = Orthodontics

3. The Board shall provide the Association with a copy of each insurance contract and any mutually agreed upon changes to the insurance contracts.

   No changes in insurance benefits shall be made without the ratification of the GATA and adoption by the Geneva Board of Education.

4. A forty thousand dollar ($40,000) [face value] Term Life Insurance policy shall be paid for each employee - excluding substitutes. The bargaining unit member may purchase additional life insurance for the member, spouse, and dependents at the group rate through payroll deduction subject to the terms of the carrier.

5. A fractional payment for insurance coverage for part-time employees - excluding substitute teachers - is as follows:

   Hours Worked Daily

0-2 hr. 59 min.	Employee may pay full cost of coverage
3-3 hrs. 59 min.	Board pays 1/2 of the cost of insurance premiums
4-4 hrs. 59 min.	Board pays 4/7 of the cost of insurance premiums
5-5 hrs. 59 min.	Board pays 5/7 of the cost of insurance premiums

6-6 hrs. 59 min.	Board pays 6/7 of the cost of insurance premiums
7 hours or over	Board pays 7/7 of the cost of insurance premiums

The insurance premiums for part-time employees shall be set no later than October 1st of each year and shall not be adjusted during the year.

Effective July 1st, 2020, in addition to the above required pro-rated premium payments, each bargaining unit member shall pay twelve percent (12%) of the monthly premium.

All premiums shall be divided equally and deducted from the first two (2) paychecks of each month.

6. Insurance Waiver

When husband and wife are both employed by the Board, only one spouse shall be entitled to receive family coverage. The other spouse shall waive single coverage in writing and receive one thousand dollars ($1000) per year "waiver bonus."

Bargaining unit members who have insurance coverage available to them from outside the district and who elect either not to enroll or cancel their entire Board-paid insurance coverage will be entitled to receive a waiver bonus provided the bargaining unit member provides the Board with proof of insurance coverage. The waiver bonus will be as follows:

	If Eligible for Single Coverage	If Eligible for Family Coverage
1-12 participants	$1,500	$3,000
13-20 participants	$2,000	$4,000
21+ participants	$2,500	$5,000

For the purpose of determining the applicable waiver bonus amount, the number of participants will be determined on October 1st of each year.

The waiver bonus will be paid on a quarterly basis at the end of each quarter that the bargaining unit member has not been covered by the Board's health insurance. The payment will be paid on the first non-payroll Friday following the end of the quarter.

The waiver form must clearly explain the procedure for enrollment if an employer chooses to return to the plan. An employee shall be permitted to rejoin the plan prior to the tenth (10th) of any month.

7. Insurance for Spouse of Newly-Hired Members (Effective 2023-24 Contract Year).

For all employees hired on or after July 1, 2023 only: Effective September 1, 2023, if an employee's spouse is eligible to participate as a current employee or retiree in group health insurance, prescription health, dental and/or vision insurance sponsored by his/her employer or any public retirement plan ("working spouse"), the working spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) or the member may elect to purchase coverage for the working spouse through the District (as set forth below).

This requirement does not apply to any spouse who works less than 30 hours per week or is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage, prescription drug, dental and/or vision insurance coverage.

If the employee's working spouse would otherwise be excluded from District coverage based on the conditions above, the employee may elect to maintain the working spouse on District coverage by paying seventy-five dollars ($75.00) per month for the term of the 2026-2029 contract. This seventy-five dollar ($75) opt-in amount automatically will sunset at the end of the 2026-2029 contract, and automatically will revert back to one hundred fifty dollars ($150.00).

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

8. Insurance Committee

Effective October 1st of each year, there shall be formed a joint labor-management committee on insurance. The committee shall be comprised of not more than four (4) members designated by the association and up to four (4) members designated by the Board of Education. Additionally, this committee shall have the authority to evaluate, collect data, provide insurance education to members, explore insurance options and make recommendations to the parties they represent on changes to the insurance programs offered to employees. The Board of Education or its designee shall ensure all available data requested by this committee is provided in a timely and efficient manner.

I. Severance Pay

Severance pay will be paid to an employee who retires through service retirement under STRS rules, or dies while an employee of Geneva Area City Schools on the basis of one-fourth (1/4) of the employee's total available accumulated sick leave days at the daily rate at the time of retirement.

Severance pay shall be paid within thirty (30) calendar days of the effective date of the employee's retirement, pursuant to Section O of this Article.

In the event that a teacher dies before becoming eligible for Severance that portion of Severance pay for which that teacher is eligible will be paid to the estate of that teacher.

J. Salary

1. Effective July 1, 2026, there shall be a three percent (3%) salary increase applied to the teacher base salary for the 2026-2027 contract year. Effective July 1, 2026, the starting salary for zero (0) years at the Bachelor's level shall be $41,356. The rest of the schedule shall be adjusted according to the present index and extracurricular salary schedule contained in the appendix of this contract. For the 2018-2019 school year, no bargaining unit member will receive any step increase (vertical movement) on the attached salary schedules. However, all bargaining unit members who are entitled to receive additional educational credit will receive the credit for the 2018-2019 school year.

2. Effective July 1, 2027, there shall be a three percent (3%) salary increase applied to the teacher base salary for the 2027-2028 contract year.

3. Effective July 1, 2027, the starting salary for zero (0) years at the Bachelor's level shall be $42,597. The rest of the schedule shall be adjusted according to the present index and extracurricular salary schedule contained in the appendix of this contract.

4. Effective July 1, 2028, there shall be a three percent (3%) salary increase applied to the teacher base salary for the 2028-2029 contract year.

5. Effective July 1, 2028, the starting salary for zero (0) years at the Bachelor's level shall be $43,875. The rest of the schedule shall be adjusted according to the present index and extracurricular salary schedule contained in the appendix of this contract.

6. Effective July 1, 2020, a bargaining unit member, if eligible, shall move one step (vertical movement) on the salary schedule and, if eligible, will receive additional educational credit.

7. Teachers shall receive their pay in twenty-six (26) pay periods for each contract year. Said pay shall be made every other Friday with the exception of the Friday bank holidays which shall be made the Thursday preceding the scheduled payday.

8. Direct Deposit of Paychecks

   Bargaining unit members will have direct deposit of their paychecks. Direct deposit stub will be emailed to all certified employees through school email accounts.

K. STRS Pick-Up with Reduction

The Board of Education of the Geneva Area City School District herewith agrees with the Geneva Area Teachers Association to pick-up (assume and pay) contributions to the State Teachers Retirement system upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the entire mandated percentage of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall become effective for the 1989-90 contract year and shall apply to all compensation including supplemental earnings thereafter.

5. The employee shall be responsible for any and all of the present and future limitations and/or restrictions of the IRS and State Income Tax.

6. Should any type of legal action occur, the employee shall be responsible for any and all costs and shall indemnify the employer from any guilt should this section be ruled illegal.

L. Open Enrollment/Tuition Waiver

Students of employees, who are eligible to attend the Geneva Area City Schools under the Board's Open Enrollment policy, shall be enrolled under the Open Enrollment Policy whenever possible. Students of employees who do not attend the Geneva Area City Schools under the Board's Open Enrollment Policy shall be permitted to attend on a tuition waiver basis as permitted by Ohio law [Section 3313.64 (F)(8) O.R.C.]. Children of employees shall be able to attend the Geneva Area City Schools on an Open Enrollment or Tuition Waiver basis so long as they are enrolled in accordance with the provisions of Ohio law and the Board's policies.

M. Mileage

Teachers who are required to use their own automobiles in the performance of their scheduled duties, and teachers who are scheduled to more than one school per day, will be reimbursed at the rate established by the IRS. Mileage reports must be submitted on a monthly basis.

N. Tuition Reimbursement

1. Any certified employee desiring to take additional credit and expecting reimbursement from the Board of Education shall have approval by the Superintendent or designee of courses taken before reimbursement will be

made. The Superintendent or designee shall respond with approval or denial of the request within ten (10) working days of submission. Courses should aid in the teacher's field of instruction, apply to the use of technology, administration development, or any other course that will benefit the district in a classroom setting.

2. Any certificated/licensed employee who receives prior approval for reimbursement also agrees and shall teach in the district for one (1) school year following approval and/or reimbursement.

3. An official transcript and the receipt showing the tuition has been paid are due in the Superintendent's office in order that payment may follow.

4. The Board shall reimburse the employee for up to nine (9) semester hours or up to twelve (12) quarter hours within any period July 1, through June 30 as follows:

   Up to $100 not to exceed the actual cost per quarter hour

   Up to $125 not to exceed the actual cost per semester hour

5. Payment shall be made within two (2) payrolls after receiving the transcript and receipt of payment of fees.

6. Failure by any certificated/licensed employee to follow the above rules and regulations may result in a lack of reimbursement from the Board of Education. If a reimbursed employee resigns before the one-year limit, the reimbursement shall be deducted from the employee's final paycheck.

O. Payment and Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). Such payment shall be paid within thirty (30) calendar days of the effective date of the employee's retirement and shall be in lieu of the payment being made directly to the retired employee; and such payment shall eliminate all sick leave credit of the retired employee. For purposes of this Section, this arrangement is referred to as the "403(b) Plan".

2. The terms of the 403(b) Plan shall include the following:

   a. Participation in the 403(b) Plan shall be mandatory for any teacher actively employed on or after June 30, 2005, who would be entitled to severance pay under Section I. of this Article who is fifty-five (55) years or older in the year in which they retire or sever employment.

b. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan to a TSA in an amount equal to the total amount of the Participant's retirement pay in accordance with Section I. of this Article.

c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Section I. of this Article regarding the payment of severance pay provided, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year.

d. A teacher who is a participant in the 403(b) Plan shall select the TSA provider from among the approved list of TSA providers; and unless and until a teacher does so, no contribution of severance pay shall be made to the 403(b) Plan on behalf of the teacher.

e. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan.

f. The Plan year of the 403(b) Plan shall be the calendar year.

g. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.

3. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the GATA guarantees any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

4. Any teacher who is entitled to severance pay who is not an eligible participant in the 403(b) Special Pay Plan will continue to be eligible for any and all severance payments in accordance with Section I of this article. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

P. Background Checks

The Board of Education shall reimburse each bargaining unit member the total cost of any Board requested or legally required fingerprint and background check costs. This shall be reimbursed within thirty (30) working days of submission.

Q. Section 125 Plan ("Cafeteria Plan")

No later than October 1st, 2011, the Board shall establish a "Cafeteria Plan" that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, and (b) allow teachers to elect to receive additional cash in lieu of Board paid health coverage (as agreed to by the Board and the Association). In accordance with the foregoing, the Insurance Waiver provisions of this Agreement shall be made through the Cafeteria Plan.

ARTICLE 11
ABSENCES AND LEAVES

A. Leave of Absence

1. All eligible bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 in each school year. The Geneva Area City Schools Board of Education shall grant such leave in accordance with the rules promulgated under that Act. The employee shall make application for FMLA leave on the applicable form. Where the employee has earned or accrued sick leave FMLA leave shall be used concurrently with sick leave. Any employee utilizing FMLA leave that will exhaust his/her sick leave balance shall have the option of retaining up to five (5) sick leave days for use after the conclusion of said FMLA leave. The election must be made with the FMLA application. The board shall utilize the most current U.S. Department of Labor forms in the administration of FMLA.

2. A leave of absence is defined as a period of extended absence from duty other than sabbatical leave by a teacher for which a written request is submitted and approval is given by the Superintendent and the Board of Education. No compensation is paid by the Board to a teacher on a leave of absence. Upon return from a one-year approved leave, such teacher will return to his/her position formerly held, if it still exists. Upon return from an approved leave longer than one year such teacher shall be returned to a position for which he/she is fully certified, with the same contractual status which was held prior to the leave.

3. A member of the professional staff who has served the Geneva Area City Schools for at least two (2) years may be granted a leave of absence for a period of not more than one (1) school year for educational, professional or other approved purpose. Any member of the professional staff requesting a leave for up to one (1) year due to illness or other disability shall be granted such leave upon request.

4. A teacher, upon return to service at the expiration of a leave of absence, shall resume the contract status held prior to such leave. No credit shall be allowed on the salary schedule for experience while on leave of absence except for a teacher returning from military leave.

5. The Superintendent is authorized to set a date upon which a teacher on leave of absence must indicate his/her intention to return to duty. If a teacher fails to comply with the Superintendent's request by a designated date or by April 1 if no date has been designated, the leave of absence shall become a resignation. A one (1) year extension of the original leave of absence may be granted upon a recommendation of the Superintendent with the approval of the Board.

B. Sabbatical Leave

Teachers shall be eligible for sabbatical leaves after five (5) years in the system. The teacher must submit a plan for professional growth to the Superintendent. The difference in salary between a replacement with two (2) years or less experience and the regular teacher's salary shall be paid to the teacher on sabbatical leave. The teacher will accrue a year's experience and will agree to return to the system for one (1) teaching year after his/her leave or refund the money paid to him/her by the Board while on leave. Final approval for sabbatical leave will rest with the Board.

1. All insurance coverage shall be continued for those who are on sabbatical leave upon payment of the group premium rate by the employee. Said premium will be payable to the Treasurer's office by the 20th of the month prior to coverage.

2. Employees who are on sabbatical leave shall not accumulate sick leave.

C. Sick Leave

1. Teachers shall accumulate sick leave at a rate of one and one-quarter (1 1/4) days per month to a maximum of fifteen (15) days in any year. Sick leave shall accumulate from year-to-year. Sick leave may be used for any of the following reasons and under the following guidelines:

   a. Personal illness

   b. Pregnancy as established by 3319.141

   c. Illness or death in the immediate family. Immediate family is defined as:

      (1) Those living in the same household and/or husband, wife, children, parents, parents-in-law, brother and sister.

      (2) Grandparents, grandparents-in-law, grandchildren, aunt, uncle, children-in-law, sister-in-law, brother-in-law requiring attendance at the bedside, not to exceed three (3) sick days per illness, unless approved by the Superintendent.

      (3) Any other relative upon Superintendent approval.

      (4) Any person for whom the teacher has a legal responsibility.

   d. Any full-time new employee shall be advanced five (5) days sick leave prior to the start of each new school year.

e. Employees will be allowed to use sick leave on a one-quarter (1/4), one-half (1/2), or three-quarter (3/4) day basis when applicable. High School teachers and Middle School teachers shall be allowed to use sick leave on a per period basis, when applicable.

f. Teachers shall be notified of the total number of sick leave days accumulated in their sick leave account on each paycheck.

g. Any teacher who uses no more than four (4) days total absences per year, except for professional leave days, association leave, authorized absences (on-school assignment or jury duty), or assault/physical injury leave, shall be eligible to request payment for one (1) unused sick leave day at his/her current daily rate. Said sick leave day shall be subtracted from his/her total accumulation. If requested, payment shall be made in his/her second paycheck in June. Request for payment shall be made on or before the last workday of the school year.

2. Procedures

a. Teachers unable to attend school because of illness or other reasons shall notify the Superintendent or designee as soon as possible using the online absence management system.

b. Teachers shall notify the Superintendent or designee prior to the close of the students' school day if they know they will be unable to attend the following day using the online absence management system.

c. Teachers will give the following information in the online absence management system:

(1) Reason for absence

(2) Location of lesson plans or name of the person who will be bringing them to school. Lesson plans should be delivered prior to the start of the student day, so the substitute has a chance to review them. Information can be documented in notes section per the online system or provided in the classroom.

(3) Location of seating chart(s) and grade book. Information can be documented in notes section per the online system or provided in the classroom.

(4) Any other information or instructions like duties, etc. that may be of help to the substitute. Information can be documented in notes section per the online system or provided in the classroom.

3. Sick Leave Bank (SLB)

a. Membership

(1) The SLB is a voluntary program for participating GATA members.

(2) Only participating members may benefit from the program.

(3) To become a participating member of the SLB, a bargaining unit member must donate two (2) sick days during the open enrollment period. The enrollment period shall be August 20 through October 1st each year.

(4) Donated days will be deducted from the second pay period in October.

(5) Donated days are not returnable to the participating member, and the donation does not count against the stipend for non-use of sick days.

(6) At any time the amount of days in the SLB falls below seventy-five (75) days, all participating members of the SLB shall be required to donate one (1) additional day within thirty (30) days of receiving notification of the requirement to donate an additional day. Any participating member unwilling to contribute an additional day upon this request will forfeit the right to participate in the SLB and will be removed from SLB membership.

(7) Once the amount of days in the SLB reaches the level of five hundred (500) days, only new members to the SLB will be required to contribute in order to establish membership, except as provided in paragraph a., (6), above.

b. Qualifications for Use of the Sick Leave Bank

(1) SLB days will be granted only in cases of absence that comply with the language of the GATA Master Agreement for sick leave usage.

(2) All accumulated sick and personal leave must be exhausted before an individual is eligible for SLB days.

(3) All unused days must be returned to the SLB.

(4) Sick days earned during the absence will be accrued by the employee who uses the SLB.

(5) SLB days will not be used in lieu of disability retirement.

(6) Members who are receiving temporary disability payments for the Workers' Compensation Bureau are not eligible to receive SLB days.

(7) A member requesting SLB days for mental/emotional disability must be under the care of a licensed physician, psychiatrist, or psychologist and be involved in an active treatment plan.

(8) SLB grants will end as of the last workday of the school year. SLB grants will not automatically be carried over from one school year to another.

(9) No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that she/he is receiving benefits from the SLB.

c. Administrative Review

(1) A Committee shall be formed to administer the SLB. All cases shall be reviewed for final decision by the SLB Committee. This committee shall consist of five (5) participating members including the GATA President or designee, one (1) secondary bargaining unit member, one (1) elementary bargaining unit member, and two (2) at-large bargaining unit members.

(2) A participating member may draw upon the SLB by making application through the SLB Committee. The application must be presented to the SLB Committee for action. Action on the member's request will be by majority vote of the Committee within ten (10) working days of the request. The SLB Committee shall notify the Treasurer's Office in writing of the participant and the number of sick leave days granted within two (2) working days of the decision. The decision of the SLB Committee shall be final, binding, and not subject to the grievance procedure, court action, or any appeal. The Association agrees to indemnify and hold harmless the Board of Education from any and all claims, grievances, actions, or litigation involving the implementation and operation of the SLB, except for such matters which are expressly established as the Board of Education's responsibilities and/or duties in the Master Agreement regarding the SLB.

(3) The minutes of each meeting of the SLB Committee will be provided to the Board's Treasurer.

(4) Confidentiality – The SLB Committee shall take all necessary steps to ensure the confidentiality of its decisions.

(5) The SLB Committee has the right to request documentation and/or reports from physician(s) or other related documentation to substantiate any request for SLB use.

(6) In the event that a member is physically unable to make a request to the SLB, a family member or agent may file the request on the member's behalf.

d. Distribution of Days from the SLB

(1) Under most circumstances, the SLB Committee may grant up to a maximum of twenty (20) days per individual request.

(2) If need exists for leave beyond the days granted, a new application shall be submitted to the SLB Committee.

(3) One (1) individual cannot exceed the maximum of sixty (60) days from the SLB per illness or event.

(4) SLB days cannot be used to extend a pregnancy leave beyond a total of thirty (30) working days combined between personal, sick, leave days, and SLB sick leave days for a normal, uncomplicated vaginal birth.

D. Professional Leave

Professional leave may be granted to teachers for educational conferences, professional meetings, attendance of school business, or visits to other schools. This approved absence shall be without loss of pay and shall not be deducted from sick leave time.

1. Employees of the Board of Education are expected to participate in professional activities in education organizations which are beneficial to the public schools, such as curriculum studies in educational leadership and experimental programs. A planned rotation will be followed so that one teacher does not attend all the meetings held.

2. Employees' actual expenses and salaries of substitutes shall be paid by the Board for the above. These expenses must have prior approval of supervisor and be within the appropriations in the particular category. Expenses for meals will not exceed forty dollars ($40) per day for each employee. Food items and meals for reimbursement should be purchased in the general vicinity of the professional meeting location. If traveling a longer distance, meals should not be purchased within 50 miles from home.

E. Personal Days

At the beginning of each school year, every employee shall be granted four (4) personal days for use during the year with no stated reason. Employees may use personal days in one-fourth (1/4th) of a day increments when applicable. High School teachers and Middle School teachers shall be allowed to use personal leave on a per period basis, when applicable. A request or notification for a personal day shall be made through the teacher's Building Principal at least twenty-four (24) hours before the school day begins, whenever possible.

No more than ten percent (10%) rounded up to next whole person of the professional staff of any given building may be granted a personal day on the same day. No employee may use a personal day for parent-teacher conferences.

Approved absences must have prior approval by the Building Principal and Superintendent. Approved absences (unpaid leave) will only be granted if all other personal leave has been exhausted.

One (1) unused personal day will be carried over to the next year. Any additional unused personal day(s) held by the employee at the end of the year shall be converted by the Treasurer's office to the employee's sick leave balance prior to the beginning of the next year.

F. Emergency Leave

1. Emergency leave must be approved by the Superintendent for not more than three (3) days in any school year. Emergency leave is not accumulative and shall cover any unforeseen combination of circumstances that calls for immediate action.

2. Employees may use emergency leave days on a one-quarter (1/4), one-half (1/2), and three-quarter (3/4) day basis when applicable. Secondary teachers may use an emergency day on a per period basis, when applicable.

G. Judicial Obligations

1. An employee who is summoned for jury duty, subpoenaed to appear before a court or agency, or who is appearing on behalf of the district before a court or an agency as a witness or party in a criminal or civil proceeding, shall be granted all necessary leave. This does not apply to a circumstance where the employee and the Board are adverse parties in the underlying action or where the lawsuit has been filed by the employee against the Board.

2. The employee will be paid regular salary.

H. Parental and Maternity Leave

1. Definition

Parental leave without pay shall be granted to an employee for the purpose of childbearing and/or rearing.

a. An employee who is pregnant or adopting a child less than one (1) year of age shall be entitled to a leave of absence without pay for maternity reasons to begin at any time between (a) the commencement of pregnancy, or in the case of adoption, the receipt of custody, and (b) one year after the child is born or adopted.

b. Upon request a male employee, who has fathered or adopted a child, shall be granted a one-year leave of absence without pay.

2. Application for Leave

a. Application for a leave of absence caused or contributed to by pregnancy, adoption, or maternity shall be in writing; shall contain a statement of the beginning and ending dates of the period of absence. If necessary, shall have attached thereto a statement by the employee's physician giving the physician's opinion based upon the employee's physical condition, of the beginning and ending dates of the period of disability. Such application may be amended by mutual agreement as to the anticipated beginning and ending dates at any time.

b. Application for such leave should be made before the beginning date of the leave of absence, but the employee's failure to make a timely application shall not be grounds for denying the approval of the leave, or the approval of the use of accumulated sick leave, or any other right or privilege provided in this policy.

3. Leave Rights

a. Employees may use sick leave for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from. Employees for whom sufficient sick leave is not available to cover the period of disability due to pregnancy shall be entitled to unpaid leave of absence for that portion of the period of disability not covered by sick leave.

b. All insurance coverage shall be continued for those who are on such leave upon payment of the group premium rate by the employee. Said premium will be payable to the Treasurer's office by the 20th of the month prior to coverage.

c. Upon return from approved parental or maternity leave, the employee shall be entitled to reinstatement to the same position or a comparable position which he/she held prior to the leave.

I. Assault Leave

1. Assault leave will be granted to any teacher who is absent due to a mental disability or physical injury resulting from an assault which occurs while the teacher is fulfilling the duties required in his/her contract with the Board. The teacher will be maintained on full school pay status during the period of such disability, or until the earliest time that the employee would be eligible for disability leave through the State Teacher's Retirement System.

2. Assault leave will not be charged against sick leave earned or earnable or other such leave.

3. The Board will require a teacher requesting assault leave to return to the Superintendent a signed statement justifying the use of assault leave. The form for this statement will be made available from the secretary in the building where the teacher is assigned.

4. After seven (7) days of absence, an assaulted teacher will apply for workers compensation and sign an agreement with the Board to allow compensation received for this absence to be paid to the Board.

5. A medical certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Any excess cost of the medical examination above the amount covered by medical insurance shall be borne by the Board.

J. Workers' Compensation

1. All employees covered under this Agreement are protected under the Ohio Workers' Compensation Act in case of injury or death incurred in the course of or arising out of their employment.

2. An employee who is injured on the job will be eligible to receive workers' compensation and expenses, as determined by the Workers' Compensation laws.

3. An injury incurred while performing assigned responsibilities will immediately be reported to the injured employee's supervisor and an application will be filed with the Bureau of Workers' Compensation within seven (7) working days. The administration shall assist the employee in filing the Workers' Compensation claim.

4. The employee has the option to use sick leave or wage reimbursement under Workers' Compensation regulations, but the employee must designate the option of his/her choice at the time of filing the claim.

5. Upon return from an injury leave, the employee will return to his/her former position or equivalent position if original position no longer exists and will accrue seniority while on leave.

ARTICLE 12
ADDITIONAL PERSONNEL

A. Substitute Teachers (As defined in Article I B)

All substitute teachers must file a regular application form with the Central Administrative Office. A certified copy of their transcript and a photocopy of their certificate must also be kept on file.

1. The substitute teacher shall have the same responsibility as the absent classroom teacher.

2. Substitute teachers will be paid at the rate set in the current salary schedule for substitute teachers. After thirty (30) consecutive days on the same job, the pay shall be at the base salary rate. A substitute will be eligible for all fringe benefits after sixty (60) days on the same job.

B. Student Teachers

Student teachers are welcome in the Geneva Area City Schools. Application by the college or the individual should be made to the Superintendent or his designated representative.

1. Assignment of student teachers shall be made from the Superintendent's office. The Superintendent shall obtain the approval of the Principal and the supervising teacher before accepting a student teacher.

2. Supervising teachers should have taught at least four (4) years in the Geneva Area City Schools and a Master's Degree preferred with a minimum of a Bachelor's Degree required. Teachers rated accomplished on their most recent evaluation should be given first preference. September experience and observation teachers are also welcomed by the Geneva Schools.

C. Title I Tutors

1. Title I Tutors contracts shall include their wages/rate of pay.

2. Title I Tutors shall receive notice of their assignment within ten (10) working days after the start of the school year, including:

   a. Tentative class type and age group

   b. Tentative site

   c. Tentative schedule and number of days of service

3. Title I Tutors will receive their regular salary in cases of snow or other calamity days when school is closed.

4. Title I Tutors will receive, at their regular salary one (1) paid professional planning period per week when they are scheduled to work more than twenty (20) hours per week.

5. Title I Tutors shall be compensated as provided on the Title I Tutor Salary Schedule set forth in Appendix B.

6. Title I Tutors shall be paid even if assigned student(s) are absent.

7. Title I Tutors shall be scheduled for a paid thirty (30) minute duty-free lunch if scheduled to work before and after the normal lunch period.

D. Effective July 1, 2026, all Intervention Specialist Tutor positions shall be converted to teaching positions. Such positions shall be compensated in accordance with the teacher salary schedule, and individuals holding such positions shall have the same rights and responsibilities as teachers. Individuals holding these positions must be properly certified/licensed.

All such positions shall be posted for the 2026-2027 school year, and thereafter as determined by the Board. Former Intervention Specialist tutors shall be required to reapply for these positions.

E. Nurses

The Board shall employ at least two (2) full time and one (1) half-time nurse(s).

The Board may utilize LPN's and they may be contracted out with outside entities at the District's discretion, as long as there is no reduction in number of RNs as provided for in collective bargaining agreement.

ARTICLE 13
WORKING CONDITIONS

A. Safe Working Environment

Every reasonable effort will be made to provide an adequate, wholesome, safe and healthy environment which is conducive to the educational process.

B. Storage, Phones and Workroom

The Board shall make available in each building:

1. An existing telephone for staff use throughout the day. Every reasonable effort shall be made to place a phone in a location that will allow for confidential and private phone conversations. There shall be no unauthorized long distance phone calls charged to the school.

2. Storage facilities in which a teacher may safely store instructional materials and supplies.

3. A faculty workroom.

C. Lunch Aide, Printing and Custodial Help

Teachers shall have:

1. Elementary teachers shall have the services of a lunch aide to ensure a thirty (30) minute duty-free lunch.

2. Printing services for classroom materials.

3. Year end or starting custodial help to move equipment and supplies when room assignment changes have been made.

D. Staff Directory

An annual district-wide directory will be available for all staff.

E. Chronic Communicable Diseases -- Specifically AIDS and Hepatitis

1. An employee who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee on any other medical disability. No employee shall be subjected to indiscriminate testing or testing which is not in accordance with the law. The Employer shall not discharge any employee nor otherwise discriminate against any employee with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such employee has contracted a chronic communicable disease. The Employer shall comply with all laws regarding the civil and constitutional rights of all employees.

2. Reports of Suspected Carriers

   All reports of suspected carriers shall be directed to the Superintendent. All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported employee is suspected of being a carrier. If a report is received which does not meet those requirements, it shall not be acted on.

3. Testing Criteria

   a. No employee shall be required to submit to a medical evaluation of his physical or mental condition without determination of just cause for said evaluation. The just cause determination shall be made by a tripartite panel which shall conduct a due process hearing and render a written determination which shall be final and binding on the parties.

   b. The tripartite panel shall be comprised of a physician selected by the Employer, the employee's personal physician, and an impartial third party selected by the Board and the G.A.T.A. The mutually selected third party shall act as chairman of the panel and shall serve in that capacity for all subsequently convened panels to determine probable cause for medical evaluation.

   c. The tripartite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of an employee. Within ten (10) days after the conclusion of the due process hearing, the panel shall render a written determination of the rationale to the Superintendent and the employee.

d. In the event that a health risk becomes apparent and may affect many or all employees, as determined by a physician in the appropriate public health district, the Employer, with concurrence of the G.A.T.A., shall be permitted to bypass the tripartite panel and immediately provide for the examination and/or immunization of any or all employees to prevent the spread of the disease.

e. All costs of the tripartite panel shall be borne by the Employer.

4. Medical Evaluation

a. Within ten (10) days after a determination has been rendered substantiating probable cause for medical evaluation or if an employee voluntarily submits to a medical evaluation, a medical review team comprised of (a) a physician specializing in the contagious disease in question, (b) a physician from the appropriate public health district, and (c) the physician designated by the Superintendent as the Employer's physician shall be convened by the Superintendent to conduct a medical evaluation of the employee's condition. The medical review team shall provide for the examination of the employee and may obtain, upon written, voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician.

b. The report rendered by the medical review team shall be restricted to an evaluation of the employee's medical condition and shall clearly provide:

(1) Whether or not the employee has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:

(a) Whether or not the employee's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:

(i) The nature of the risk of the employee's medical condition (how the disease is transmitted);

(ii) The duration of the medical condition (how long is the carrier infectious);

(iii) The severity of the risk of the medical condition (what is the potential harm to third parties); and

(iv) The probability the disease will be transmitted and will cause varying degrees of harm.

(b) Whether or not the employee is otherwise qualified to remain in his/her current job. "Otherwise qualified" means that the

employee is able to meet all of the job requirements in spite of the employee's medical condition.

c. All costs of the medical evaluation shall be borne by the Employer.

5. Reasonable Accommodation

a. Within ten (10) days of receipt of a medical evaluation report indicating that an employee's current medical condition imposes a substantial health risk to others in the school environment or prevents the employee from performing all of the employee's job requirements, the Superintendent shall provide written notifications to the employee specifying what action the Employer shall take to reasonably accommodate the employee's disabling condition.

b. Any attempt to reasonably accommodate the employee's disabling condition shall not violate the existing Contract. If the proposed accommodation would violate the Contract, the Employer shall meet with appropriate representatives of the Union and the employee to negotiate a reasonable accommodation.

c. Any dispute regarding whether the Employer has made a reasonable accommodation or whether the proposed accommodation is in compliance with the Contract shall be heard at Step III of the grievance procedure.

6. Elimination of Health Risk

a. Whenever an employee's health is at risk due to possible exposure to a communicable disease, the employer shall take the measures necessary to eliminate the health risk. The Employer's actions shall be in compliance with this article of the Contract.

b. If elimination of the health risk requires an employee to be immunized, the cost of the employee's immunization shall be borne by the Employer to a maximum of ten thousand dollars ($10,000) in any school year.

c. If elimination of the health risk requires the implementation of a temporary or permanent removal of an employee with a chronic communicable disease, the Employer shall comply with the provisions of this Contract and O.R.C. 3319.13.

7. Disability Retirement

Subsequent to the determination that temporary or permanent removal of a disabled employee is justified, the Employer shall support the employee's application for disability retirement, if the employee elects to make such application.

8. Confidentiality

All reports of suspected carriers, all aspects of the due process hearing to determine probable cause for medical evaluation, and all aspects of the medical evaluation shall be treated as "highly confidential". Any report received or rendered during these procedures shall be released only to the Superintendent and the employee. Any discussion of a report by the Employer shall be conducted in Executive Session.

9. Education

The Employer shall continue to implement education programs for all school employees and students regarding chronic communicable diseases and their transmission. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission within the school environment.

10. Exclusions

The following provisions of this policy do not apply to employees suspected of having or having AIDS, AIDS-Related Conditions, or an HIV infection:

E. 3. Testing Criteria
E. 4. Medical Evaluation

If an employee is suspected of or identified as having or has AIDS, AIDS-Related Conditions, or an HIV infection, then all protections of O.R.C. 3701-242 and 3701-243 shall apply to the administration of an HIV test to the employee.

F. Photocopying/Duplication Equipment

No teacher shall be required to obtain a signature to be able to have materials photocopied/duplicated.

G. Drug and Alcohol Free Work Place

1. It is the policy of Geneva Area City Schools Board of Education to maintain a drug and alcohol-free work place in full compliance with all applicable federal, state and local laws.

2. The Board may require an employee, or prospective employee, to be tested for drugs or alcohol for the following reasons or circumstances:

   a. Post-offer, pre-employment testing

   b. Reasonable suspicion testing

   c. Post-accident testing

   d. Return to work assessment

3. The Board and Association agree to abide by the following procedures and requirements as relates to the aforementioned drug or alcohol testing:

   a. Post-Offer, Pre-Employment Medical Examination and Drug Testing

      As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug test conducted by a contractor the Board designates. Any offer of employment depends upon satisfactory completion of this examination and/or screening, and the determination by the Board and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

   b. Reasonable Suspicion Testing

      Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing at the time the test is requested. A reasonable suspicion test occurs based on:

      (1) Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use.

      (2) A pattern of abnormal conduct or erratic behavior.

      (3) Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

      The observation made must be by a trained supervisor. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

   c. Post-Accident Testing

      Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee's scope of employment, and which results in any of the following:

      (1) A fatality of anyone involved in the accident.

      (2) Bodily injury to the employee and/or another person that meets the standard of "reasonable suspicion" outlined above.

      (3) Vehicular damage in apparent excess of $2,000.00.

(4) Non-vehicular property damage in apparent excess of $2,000.00.

When such an accident results in one of the situations described above, any employee who directly contributed to the accident will be tested for drugs or alcohol use or both.

d. Follow-up Testing after Return-to-Duty from Assessment of Treatment

This test occurs when an employee who has previously tested positive is not terminated because of a decision made not to terminate under the Rehabilitation Option described in this section of the Agreement. A negative "return-to-duty test" is required before the employee will be allowed to return to work. If the employee fails this test, such an event will constitute grounds for termination of employment.

At no time shall the District undertake any random drug testing that is not required by Federal or State law.

Any employee who is required to be tested outside of the regular workday shall be paid a minimum of one (1) hour or the actual time, whichever is greater.

4. Rehabilitation Option

In the event that an employee tests positive for a controlled substance or alcohol, the employee may elect to seek rehabilitation through an approved treatment program provided the employee is otherwise eligible for continuing employment. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by any employee electing this Rehabilitation Option. Rehabilitation, whether undertaken voluntarily, or in lieu of discipline, shall be entirely at the employee's expense and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

H. Work Related Safety and the Safety Committee

The Geneva Area City Schools Board of Education and the Geneva Area Teachers Association are committed to establishing and maintaining a healthy and safe workplace. In this regard, both the Board and Association will work cooperatively to this end. A District Safety Advisory Committee that includes representatives from the Board, the Association (as appointed by GATA), and other interested parties and stakeholders shall be established to help foster safe and healthy practices in the workplace and to communicate District health and safety concerns to the Superintendent.

I. Travel Time

The district shall allow at least fifteen (15) minutes to travel from the High School building to the Middle School building and vice versa.

J. Technology

At no time may anyone other than the Superintendent request a copy of any bargaining unit member's computer files, internet traffic or emails maintained on any Board owned, leased or rented server or computer. The affected bargaining unit member must be notified within three (3) business days from the Superintendent's receipt of the records, except in cases involving suspected criminal conduct. In cases of suspected criminal conduct, the affected bargaining unit member will be notified of the request for such electronic information upon the completion of the investigation. The Board's owned or leased servers and/or computers shall be utilized by employees in compliance with the Board's Acceptable Use Policy.

K. Student Placements

Whenever possible teachers shall be given twenty-four (24) hours notice prior to a student being placed in his/her classroom during the school year.

ARTICLE 14
REDUCTION IN FORCE

A. Definition

A reduction in force (RIF) is defined as the elimination, reduction of, or failure to fill a bargaining unit position.

B. Reasons

1. A reduction in force shall be deemed necessary only for the reasons defined in ORC 3319.17 which includes financial reasons. A financial reason shall be defined as a projected cash balance of 10% or less of the general operating fund for the next fiscal year as verified by ODE and OEA analysis. Additionally, any substantial reduction in Federal or State Grant or Program dollars may result in a RIF of position(s) funded by the lost dollars.

2. A RIF may only occur at the end of a school year and contract suspensions must be effective no earlier than the first work day of the next school year. For this section school year is defined as days teachers are scheduled to be at work.

C. Procedure

To achieve such a reduction in force, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In

making the recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within the affected areas of certification/licensure.

Limited contract teachers shall be reduced first utilizing the following order:

1. Certification/Licensure within the affected teaching field.
2. Comparable evaluations as defined in this agreement.
3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

1. Certification/Licensure within the affected teaching field.
2. Comparable evaluations as defined in this agreement.
3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.

Comparable Evaluations

In determining "comparable evaluations" for the purposes of reduction in force, there shall be three (3) categories: (1) Ineffective; (2) Developing; and (3) Skilled/Accomplished.

The evaluation ratings specified in this section refer to the final summative evaluation ratings assigned to a teacher in accordance with the applicable evaluation procedures adopted under the Ohio Revised Code. For teachers who may not possess an evaluation for the year a RIF is set to occur, the most recent evaluation rating shall be utilized.

For the purposes of RIF, non-OTES-evaluated personnel will be grouped with OTES-evaluated personnel as follows: (1) if the teacher has thirty-two percent (32%) or less "Satisfactory" (or better) markings, the employee will be considered "Ineffective"; (2) if the teacher has thirty-three percent (33%) to one-hundred percent (100%) "Satisfactory" (or better) markings, the employee will be considered "Developing/Skilled/Accomplished". Prior to the RIF meeting, the Superintendent shall calculate the percentages and share the results with GATA for confirmation.

D. Notification

1. When the Board is contemplating the suspension of any bargaining unit member's primary contract, it will notify the Association President at least thirty (30) calendar days prior to Board action implementing a RIF. Such notice will be in writing and will include the specific positions(s) to be affected, the proposed time schedule, and the reason(s) for the proposed action. Within seven (7) calendar days of the notice being delivered, a meeting shall be held between representatives of the GATA and the Superintendent to review appropriate data and assess the need for a RIF Program. If the GATA feels that the RIF is not justified, they may immediately file for expedited arbitration.

2. In the event a RIF should occur, the Superintendent shall use his/her authority to assign and transfer bargaining unit members with proper certification in order to minimize the number of bargaining unit members that would be RIFed, provided that the provisions of ORC 3319.111 and Article 5.A.1.b. are followed.

3. Should the position from which a person is involuntarily transferred be recreated or vacated within three (3) years of the transfer, the individual shall be given the right of first refusal prior to the position being posted or otherwise filled, provided that Article 5.A.1.b. is followed. Should the individual who was transferred bid out of the position to which he/she was involuntarily transferred, he/she shall lose the right of return to their former position if recreated.

4. Any bargaining unit member whose contract will be suspended will be notified in writing by certified mail or hand delivery at least seven (7) calendar days prior to Board action implementing a RIF. Such notice will include the proposed time schedule and the reason for the proposed action. A copy of such notice will be forwarded to the Association President.

5. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform so long as the displacing member possesses a comparable or better evaluation than the member being displaced. Within ten (10) calendar days of the Board's action to implement a RIF, a bumping meeting, if necessary, shall be held for all affected employees. Bargaining unit members with limited contracts who are re-employed pursuant to ORC Section 3319.11 are subject to the provisions of this Article.

6. A limited contract teacher who is subject to RIF shall not have his/her contract non-renewed instead of suspended.

7. As long as the current athletic director remains in this position, the position will not be part of any future bump meetings that may be necessary due to future reduction in force.

E. Recall

1. Any bargaining unit member whose contract is suspended will remain on a recall list for thirty-six (36) months after the effective date of the reduction. Exceptions to the provision will occur only if the bargaining unit member:

   a. waives recall rights in writing;

   b. resigns; or

   c. takes full-time employment with another district; or

   d. fails to accept a position in a similar subject area and/or grade level to the position he/she held immediately prior to contract suspension.

2. All benefits to which a bargaining unit member was entitled at the time of contract suspension including unused sick leave, will be restored upon his/her return to employment and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education.

3. A bargaining unit member will not receive increment credit for time spent on contract suspension, nor will such time count toward the fulfillment of time required for acquiring tenure.

4. When there is a vacancy, an open position or newly-created position, a bargaining unit member whose contract has been suspended and who is certificated/licensed to perform the work in question will be recalled in reverse order of the reduction in force.

5. A bargaining unit member will be notified of recall by letter and telephone at his/her last known address.

6. No bargaining unit member new to the district will be employed for the position until all properly certificated/licensed RIF'd bargaining unit members have been offered said position and have rejected a contract for the position.

7. A bargaining unit member on the RIF list will be given priority consideration as a substitute bargaining unit member in the district.

8. Laid off teachers shall have the right to pay the total premium for group life, hospitalization and other group insurance benefits for a period not to exceed three (3) years, if approved by the carrier.

9. The Board of Education shall not contest unemployment compensation requests by employees whose contracts are suspended due to a RIF unless the employee for a reason other than their RIF status is otherwise ineligible for unemployment compensation.

10. All bargaining unit members placed on the recall list prior to the 2013-2014 school year and who remain on the list shall be considered as having comparable evaluations for the purpose of recall.

ARTICLE 15
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

B. Definition of Grievance

1. A claim that there has been a violation, misinterpretation or misapplication of any provisions of the Agreement may be processed as a grievance as hereinafter provided.

2. Grievant: A grievant is any person(s), or the Association, who files a grievance.

3. Days: Shall mean work days except during summer when days shall be weekdays.

C. Rights of the Grievant and Association

The grievant has the right to Association representation at all meetings and hearings involving the grievance and all other rights inherent to the process.

D. No Reprisals

No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

E. Procedure

1. Informal

   a. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the building principal personally or accompanied by a GATA representative. This informal conference shall take place within twenty (20) working days of the date of the occurrence of the alleged violation. However, if an individual teacher desires to discuss a personal complaint with a supervisor, that teacher is free to do so without recourse to the grievance procedure.

   b. If, as a result of the informal discussion with the building principal, the grievant feels that a grievance still exists, the grievant may invoke the following formal grievance steps within ten (10) working days of the informal meeting. Grievance forms will be available from the GATA representative in each building.

2. Formal

Step I - The grievant within ten (10) working days following the informal meeting will submit to the building principal a completed Grievance Report Form Step 1, in triplicate, showing the date of the occurrence, a statement of the nature of the grievance, provisions of the contract allegedly violated, and the relief sought. A copy of the grievance shall be submitted by the grievant to the GATA Building Representative and the Principal. Within three (3) school days of the receipt of the Grievance Report Form, the building principal shall meet with the grievant and the GATA representative in an effort to resolve the grievance. The principal shall indicate the disposition of the grievance within three (3) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the grievant.

The GATA and the Superintendent shall both be notified in writing as to the disposition of the grievance by the principal.

Step II - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above stated time limits, the grievant and/or the GATA shall, within ten (10) working days following the receipt of the disposition or when the deadline expires, complete Grievance Report Form Step II and submit the grievance to the Superintendent with copies to each Board member. Within five (5) school days, the Superintendent and/or the Superintendent's designated representative shall meet with the grievant and/or the GATA representative. Within three (3) school days of the meeting, the Superintendent shall indicate in writing the disposition by completing the written portion of Step II and forwarding it to the teacher with copies sent to the GATA Grievance Committee and the principal.

Step III (Optional Mediation) – If, after receiving the answer in Step II, the employee remains aggrieved, the employee and/or the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Step II. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful, or is not initiated, and the employee remains aggrieved, the employee may proceed to Step IV.

In the event FMCS no longer provides mediation services, the parties may mutually agree on the use of another entity and/or service. The parties agree to equally share all costs associated with those entities and/or services for mediation (not including Board of Education attorney payments and fees). Such mediation will be pursuant to mutually agreed upon rules. If the parties cannot agree on an entity for mediation, the American Arbitration Association ("AAA") and their accompanying rules shall be utilized.

Step IV - If, after the completion of Step III or in the event the grievant does not opt to utilize Step III, the grievant remains aggrieved, the Association shall notify the Board in writing of its intent to submit the grievance to arbitration. The Association shall submit its demand for arbitration to the American Arbitration

Association in accordance with the Voluntary Rules of the American Arbitration Association. Such written request must be made within fifteen (15) days following the receipt of the decision at Step III or the decision in Step II if the grievant does not opt to utilize Step III. The arbitrator shall have the authority to hold hearings and confer with any party deemed advisable in seeking to affect the resolution of the grievance. In these proceedings, the aggrieved has the right to be represented by an Association representative and to subpoena witnesses. The decision of the arbitrator shall be binding on both parties. The parties shall equally share the expenses of the arbitrator. Each, however, shall be responsible for any additional expenses incurred including fees and expenses of its representatives.

F. Powers of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from or modify the language therein arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Association.

G. Miscellaneous

1. The time limits in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in a hardship to any party, the Board shall process such grievance prior to the end of the school term or as soon thereafter as possible.

2. No grievance shall be considered resolved without notification and the consent of the G.A.T.A. President. No adjustment of a grievance shall be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the G.A.T.A.

3. A grievance may be initiated at Step II by mutual consent of the G.A.T.A. and the Superintendent.

4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

5. A teacher(s) engaged during the school day on behalf of the G.A.T.A. with any official representative of the Board in any professional grievance shall be released from regular duties without loss of salary.

6. The fact that an employee filed a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment or promotion process.

7. The Board shall make available to the G.A.T.A. all appropriate records and documents to aid the Association in investigating the circumstances of each and any alleged formal grievance upon written request from the G.A.T.A. President and/or its designee.

8. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

9. All parties of interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

10. A grievance may be withdrawn by the Association at any time without prejudice.

ARTICLE 16
ATTENDANCE AND DISCIPLINE POLICY

Copies of the Student Attendance and Discipline Policy for grades K-12 will be printed at Board expense and distributed to staff on the first day of the school year. The Policy shall be distributed to the student body and be explained by the appropriate principal/designee within the first two (2) weeks of school.

ARTICLE 17
GENERAL

A. Modifications to Contract

It is agreed that negotiations for a three (3) year contract period July 1, 2026 through June 30, 2029 are completed and that this contract includes all items mutually agreed to and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the Board and the G.A.T.A. in writing.

B. Contrary to Law

If any provision of this agreement or any application thereof to any teacher or group of teachers is held to be contrary to law, then such provision of application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) working days after any such holding for the purpose of renegotiating the provision or provisions affected. The bargaining process outlined in

Article III shall govern these negotiations including, but not limited to, the Dispute Resolution Procedure.

C. Non-Discrimination

There will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of teacher employment on the basis of race, color, religion, national origin, disability, and sex.

D. Board Policies

The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

E. Contract Printing and Distribution

Copies of this Agreement will be printed at Board expense and a copy given to each teacher.

F. Duration

All terms and conditions of employment established by this Agreement between the Geneva Area Teachers Association and the Geneva Area City Schools Board of Education shall be effective 12:01 a.m. on July 1, 2026 and shall remain in full force and effect through midnight June 30, 2029.

ASSOCIATION:		BOARD OF EDUCATION:	
Michele Krueg		6-25-26	
President	Date	President	Date
6/25/26		6/25/26	
Negotiations Chairperson	Date	Treasurer	Date
6/25/26		6/25/26	
OEA Consultant	Date	Superintendent	Date

Geneva Area City Schools - Salary Schedule
Effective 7/1/26

Exp.	BA	BA/150 BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+
	1.00	1.04	1.08	1.12	1.16	1.20	1.24	1.2
0	41,356	43,010	44,664	46,319	47,973	49,627	51,281	52,9
	1.05	1.09	1.13	1.17	1.21	1.25	1.29	1.3
1	43,424	45,078	46,732	48,387	50,041	51,695	53,349	55,0
	1.10	1.14	1.18	1.22	1.26	1.30	1.34	1.3
2	45,492	47,146	48,800	50,454	52,109	53,763	55,417	57,0
	1.15	1.19	1.23	1.27	1.31	1.35	1.39	1.4
3	47,559	49,214	50,868	52,522	54,176	55,831	57,485	59,1
	1.20	1.24	1.28	1.32	1.36	1.40	1.44	1.4
4	49,627	51,281	52,936	54,590	56,244	57,898	59,553	61,2
	1.25	1.29	1.33	1.37	1.41	1.45	1.49	1.5
5	51,695	53,349	55,003	56,658	58,312	59,966	61,620	63,2
	1.30	1.34	1.38	1.42	1.46	1.50	1.54	1.5
6	53,763	55,417	57,071	58,726	60,380	62,034	63,688	65,3
	1.35	1.39	1.43	1.47	1.51	1.55	1.59	1.6
7	55,831	57,485	59,139	60,793	62,448	64,102	65,756	67,4
	1.40	1.44	1.48	1.52	1.56	1.60	1.64	1.6
8	57,898	59,553	61,207	62,861	64,515	66,170	67,824	69,4
	1.45	1.49	1.53	1.57	1.61	1.65	1.69	1.7
9	59,966	61,620	63,275	64,929	66,583	68,237	69,892	71,5
	1.50	1.54	1.58	1.62	1.66	1.70	1.74	1.7
10	62,034	63,688	65,342	66,997	68,651	70,305	71,959	73,6
	1.55	1.59	1.63	1.67	1.71	1.75	1.79	1.8
11	64,102	65,756	67,410	69,065	70,719	72,373	74,027	75,6
	1.60	1.64	1.68	1.72	1.76	1.80	1.84	1.8
12	66,170	67,824	69,478	71,132	72,787	74,441	76,095	77,7
	1.65	1.69	1.73	1.77	1.81	1.85	1.89	1.9
13	68,237	69,892	71,546	73,200	74,854	76,509	78,163	79,8
	1.70	1.74	1.78	1.82	1.86	1.90	1.94	1.9
14	70,305	71,959	73,614	75,268	76,922	78,576	80,231	81,8
	1.75	1.79	1.83	1.87	1.91	1.95	1.99	2.0
16	72,373	74,027	75,681	77,336	78,990	80,644	82,298	83,9
	1.80	1.84	1.88	1.92	1.96	2.00	2.04	2.0
18	74,441	76,095	77,749	79,404	81,058	82,712	84,366	86,0
	1.85	1.89	1.93	1.97	2.01	2.05	2.09	2.1
20	76,509	78,163	79,817	81,471	83,126	84,780	86,434	88,0
	1.90	1.94	1.98	2.02	2.06	2.10	2.14	2.1
23	78,576	80,231	81,885	83,539	85,193	86,848	88,502	90,1
	1.95	1.99	2.03	2.07	2.11	2.15	2.19	2.2
26	80,644	82,298	83,953	85,607	87,261	88,915	90,570	92,2

Title I Tutor - 1-hour period = Base x .0007 (01-10 yrs.), x .00075 (11-20 yrs), x .0008 (21-30 yrs)

Substitute teachers - $140.00 per day

A. Hours considered are semester hours.

B. "Hours above" mean after degree except in case of 150-hour schedule.

C. Teachers working additional days not covered will be paid based on their daily rates.

Geneva Area City Schools - Salary Schedule
Effective 7/1/27

Exp.	BA	BA/150 BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
	1.00	1.04	1.08	1.12	1.16	1.20	1.24	1.28
0	42,597	44,301	46,005	47,709	49,413	51,116	52,820	54,524
	1.05	1.09	1.13	1.17	1.21	1.25	1.29	1.33
1	44,727	46,431	48,135	49,838	51,542	53,246	54,950	56,654
	1.10	1.14	1.18	1.22	1.26	1.30	1.34	1.38
2	46,857	48,561	50,264	51,968	53,672	55,376	57,080	58,784
	1.15	1.19	1.23	1.27	1.31	1.35	1.39	1.43
3	48,987	50,690	52,394	54,098	55,802	57,506	59,210	60,914
	1.20	1.24	1.28	1.32	1.36	1.40	1.44	1.48
4	51,116	52,820	54,524	56,228	57,932	59,636	61,340	63,044
	1.25	1.29	1.33	1.37	1.41	1.45	1.49	1.53
5	53,246	54,950	56,654	58,358	60,062	61,766	63,470	65,173
	1.30	1.34	1.38	1.42	1.46	1.50	1.54	1.58
6	55,376	57,080	58,784	60,488	62,192	63,896	65,599	67,303
	1.35	1.39	1.43	1.47	1.51	1.55	1.59	1.63
7	57,506	59,210	60,914	62,618	64,321	66,025	67,729	69,433
	1.40	1.44	1.48	1.52	1.56	1.60	1.64	1.68
8	59,636	61,340	63,044	64,747	66,451	68,155	69,859	71,563
	1.45	1.49	1.53	1.57	1.61	1.65	1.69	1.73
9	61,766	63,470	65,173	66,877	68,581	70,285	71,989	73,693
	1.50	1.54	1.58	1.62	1.66	1.70	1.74	1.78
10	63,896	65,599	67,303	69,007	70,711	72,415	74,119	75,823
	1.55	1.59	1.63	1.67	1.71	1.75	1.79	1.83
11	66,025	67,729	69,433	71,137	72,841	74,545	76,249	77,953
	1.60	1.64	1.68	1.72	1.76	1.80	1.84	1.88
12	68,155	69,859	71,563	73,267	74,971	76,675	78,378	80,082
	1.65	1.69	1.73	1.77	1.81	1.85	1.89	1.93
13	70,285	71,989	73,693	75,397	77,101	78,804	80,508	82,212
	1.70	1.74	1.78	1.82	1.86	1.90	1.94	1.98
14	72,415	74,119	75,823	77,527	79,230	80,934	82,638	84,342
	1.75	1.79	1.83	1.87	1.91	1.95	1.99	2.03
16	74,545	76,249	77,953	79,656	81,360	83,064	84,768	86,472
	1.80	1.84	1.88	1.92	1.96	2.00	2.04	2.08
18	76,675	78,378	80,082	81,786	83,490	85,194	86,898	88,602
	1.85	1.89	1.93	1.97	2.01	2.05	2.09	2.13
20	78,804	80,508	82,212	83,916	85,620	87,324	89,028	90,732
	1.90	1.94	1.98	2.02	2.06	2.10	2.14	2.18
23	80,934	82,638	84,342	86,046	87,750	89,454	91,158	92,861
	1.95	1.99	2.03	2.07	2.11	2.15	2.19	2.23
26	83,064	84,768	86,472	88,176	89,880	91,584	93,287	94,991

Title I Tutor - 1-hour period = Base x .0007 (01-10 yrs.), x .00075 (11-20 yrs), x .0008 (21-30 yrs)
Substitute teachers - $140.00 per day

A. Hours considered are semester hours.

B. "Hours above" mean after degree except in case of 150-hour schedule.

C. Teachers working additional days not covered will be paid based on their daily rates.

Geneva Area City Schools - Salary Schedule
Effective 7/1/28

Exp.	BA	BA/150 BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
	1.00	1.04	1.08	1.12	1.16	1.20	1.24	1.28
0	43,875	45,630	47,385	49,140	50,895	52,650	54,405	56,160
	1.05	1.09	1.13	1.17	1.21	1.25	1.29	1.33
1	46,069	47,824	49,579	51,334	53,089	54,844	56,599	58,354
	1.10	1.14	1.18	1.22	1.26	1.30	1.34	1.38
2	48,263	50,018	51,773	53,528	55,283	57,038	58,793	60,548
	1.15	1.19	1.23	1.27	1.31	1.35	1.39	1.43
3	50,456	52,211	53,966	55,721	57,476	59,231	60,986	62,741
	1.20	1.24	1.28	1.32	1.36	1.40	1.44	1.48
4	52,650	54,405	56,160	57,915	59,670	61,425	63,180	64,935
	1.25	1.29	1.33	1.37	1.41	1.45	1.49	1.53
5	54,844	56,599	58,354	60,109	61,864	63,619	65,374	67,129
	1.30	1.34	1.38	1.42	1.46	1.50	1.54	1.58
6	57,038	58,793	60,548	62,303	64,058	65,813	67,568	69,323
	1.35	1.39	1.43	1.47	1.51	1.55	1.59	1.63
7	59,231	60,986	62,741	64,496	66,251	68,006	69,761	71,516
	1.40	1.44	1.48	1.52	1.56	1.60	1.64	1.68
8	61,425	63,180	64,935	66,690	68,445	70,200	71,955	73,710
	1.45	1.49	1.53	1.57	1.61	1.65	1.69	1.73
9	63,619	65,374	67,129	68,884	70,639	72,394	74,149	75,904
	1.50	1.54	1.58	1.62	1.66	1.70	1.74	1.78
10	65,813	67,568	69,323	71,078	72,833	74,588	76,343	78,098
	1.55	1.59	1.63	1.67	1.71	1.75	1.79	1.83
11	68,006	69,761	71,516	73,271	75,026	76,781	78,536	80,291
	1.60	1.64	1.68	1.72	1.76	1.80	1.84	1.88
12	70,200	71,955	73,710	75,465	77,220	78,975	80,730	82,485
	1.65	1.69	1.73	1.77	1.81	1.85	1.89	1.93
13	72,394	74,149	75,904	77,659	79,414	81,169	82,924	84,679
	1.70	1.74	1.78	1.82	1.86	1.90	1.94	1.98
14	74,588	76,343	78,098	79,853	81,608	83,363	85,118	86,873
	1.75	1.79	1.83	1.87	1.91	1.95	1.99	2.03
16	76,781	78,536	80,291	82,046	83,801	85,556	87,311	89,066
	1.80	1.84	1.88	1.92	1.96	2.00	2.04	2.08
18	78,975	80,730	82,485	84,240	85,995	87,750	89,505	91,260
	1.85	1.89	1.93	1.97	2.01	2.05	2.09	2.13
20	81,169	82,924	84,679	86,434	88,189	89,944	91,699	93,454
	1.90	1.94	1.98	2.02	2.06	2.10	2.14	2.18
23	83,363	85,118	86,873	88,628	90,383	92,138	93,893	95,648
	1.95	1.99	2.03	2.07	2.11	2.15	2.19	2.23
26	85,556	87,311	89,066	90,821	92,576	94,331	96,086	97,841

Title I Tutor - 1-hour period = Base x .0007 (01-10 yrs.), x .00075 (11-20 yrs), x .0008 (21-30 yrs)
Substitute teachers - $140.00 per day

A. Hours considered are semester hours.
B. "Hours above" mean after degree except in case of 150-hour schedule.
C. Teachers working additional days not covered will be paid based on their daily rates.

APPENDIX B

Geneva Area City Schools – Title I Tutor Hourly Schedule
Effective 7/1/26

Base **41,356.00**

Exp.	BA	BA+30
	0.000700	0.000742
0	$28.95	$30.69
	0.000714	0.000756
1	$29.53	$31.27
	0.000728	0.000770
2	$30.11	$31.84
	0.000742	0.000784
3	$30.69	$32.42
	0.000756	0.000798
4	$31.27	$33.00
	0.000770	0.000812
5	$31.84	$33.58
	0.000784	0.000826
6	$32.42	$34.16
	0.000798	0.000840
7	$33.00	$34.74
	0.000812	0.000854
8	$33.58	$35.32
	0.000826	0.000868
9	$34.16	$35.90
	0.000840	0.000882
10	$34.74	$36.48
	0.000854	0.000896
11	$35.32	$37.05
	0.000868	0.000910
16	$35.90	$37.63
	0.000882	0.000924
21	$36.48	$38.21
	0.000896	0.000938
26	$37.05	$38.79
	0.000910	0.000952
30	$37.63	$39.37

A. Hours considered are semester hours.
B. "Hours above" mean after degree except in case of 150-hour schedule.
C. Teachers working additional days not covered will be paid based on their daily rates.

0/BA reverts to .0007 eff. 7/1/25

Geneva Area City Schools – Title I Tutor Hourly Schedule
Effective 7/1/27

Base	42,597.00

Exp.	BA	BA+30
0	0.000700 $29.82	0.000742 $31.61
1	0.000714 $30.41	0.000756 $32.20
2	0.000728 $31.01	0.000770 $32.80
3	0.000742 $31.61	0.000784 $33.40
4	0.000756 $32.20	0.000798 $33.99
5	0.000770 $32.80	0.000812 $34.59
6	0.000784 $33.40	0.000826 $35.19
7	0.000798 $33.99	0.000840 $35.78
8	0.000812 $34.59	0.000854 $36.38
9	0.000826 $35.19	0.000868 $36.97
10	0.000840 $35.78	0.000882 $37.57
11	0.000854 $36.38	0.000896 $38.17
16	0.000868 $36.97	0.000910 $38.76
21	0.000882 $37.57	0.000924 $39.36
26	0.000896 $38.17	0.000938 $39.96
30	0.000910 $38.76	0.000952 $40.55

A. Hours considered are semester hours.
B. "Hours above" mean after degree except in case of 150-hour schedule.
C. Teachers working additional days not covered will be paid based on their daily rates.

0/BA reverts to .0007 eff. 7/1/25

Title I Tutor Hourly Schedule
Effective 7/1/28

Base 43,875.00

Exp.	BA	BA+30
	0.000700	0.000742
0	$30.71	$32.56
	0.000714	0.000756
1	$31.33	$33.17
	0.000728	0.000770
2	$31.94	$33.78
	0.000742	0.000784
3	$32.56	$34.40
	0.000756	0.000798
4	$33.17	$35.01
	0.000770	0.000812
5	$33.78	$35.63
	0.000784	0.000826
6	$34.40	$36.24
	0.000798	0.000840
7	$35.01	$36.86
	0.000812	0.000854
8	$35.63	$37.47
	0.000826	0.000868
9	$36.24	$38.08
	0.000840	0.000882
10	$36.86	$38.70
	0.000854	0.000896
11	$37.47	$39.31
	0.000868	0.000910
16	$38.08	$39.93
	0.000882	0.000924
21	$38.70	$40.54
	0.000896	0.000938
26	$39.31	$41.15
	0.000910	0.000952
30	$39.93	$41.77

A. Hours considered are semester hours.

B. "Hours above" mean after degree except in case of 150-hour schedule.

C. Teachers working additional days not covered will be paid based on their daily rates.

0/BA reverts to .0007 eff. 7/1/25

APPENDIX C

GATA ACADEMIC EXTRACURRICULAR SALARY SCHEDULE

POSITION	TIMES B.A. BASE
ACADEMIC CHALLENGE/SCHOLASTIC BOWL ADVISOR	.02
AUDIO VISUAL, DIRECTOR	.03
ART CLUB	.03
BAND DIRECTOR (includes 3 weeks ext. ser.)	.16
PEP BAND	.03
ASSISTANT BAND DIRECTOR (includes 3 weeks ext. ser.)	.13
BUILDING TECHNOLOGY REPRESENTATIVE	
Elementary	.04
Middle School	.05
High School	.06
DEPARTMENT HEADS	
8 or more teachers	.070
4 to 7 teachers	.055
1 to 3 teachers	.045
Secondary Principal Substitute (For each day of sub)	.0015
DETENTION SUPERVISORS	
HS, 45 min/day, 178 days	.10
Middle School, 45 min/day 178 days	.10
*Elementary, one day per week	.02
DISTRICT TECHNOLOGY ASSISTANT	.13
DRAMA CLUB	.06
ELEMENTARY HEAD TEACHERS	
8 or more teachers	.05
4 to 7 teachers	.035
1 to 3 teachers	.025
ENVIROTHON ADVISOR	.02
FISHING CLUB ADVISOR	.02
FRENCH STUDENT UNION ADVISOR	.02
INDEPENDENT STUDY INSTRUCTOR	
45 or more students	.18
31 to 44 students	.17
16 to 30 students	.16
5 to 15 students	.14
INTERNATIONAL CLUB ADVISOR	.025
KEY CLUB ADVISOR	.05
LATIN CLUB ADVISOR	.015
LIBRARY CLUB ADVISOR	.01
NATIONAL HONOR SOCIETY ADVISOR	.025
MAJORETTE ADVISOR	.045
PLAYS	

One Act	.015	each
Three Act	.06	each
Musical Director	.06	each
Musical Assistants	.025	each

POSITION	TIMES B.A. BASE
SADD PROGRAM	.03
SCIENCE FAIR COORDINATOR	.03
SCIENCE OLYMPIAD – Middle School	.01
SCIENCE OLYMPIAD – High School	.01
SKI CLUB ADVISOR	.03
SPANISH CLUB ADVISOR	.02
SPONSORS, CLASS	
6th, 7th and 8th Grade	.03
9th Grade	.01
10th Grade	.02
11th Grade	.10
12th Grade	.15
STUDENT COUNCIL ADVISOR	.08
STUDENT COUNCIL ADVISOR, Elementary	.02
TEEN INSTITUTE ADVISOR	.03
UNITED NATIONS ADVISOR	.05
WEB MASTER	.03
VOCAL MUSIC DIRECTOR	.16
VOICE DEMOCRACY ADVISOR	.01
YEARBOOK ADVISOR	.06

Teachers with 3-5 years experience on the same non-athletic extracurricular assignment will receive an additional 5% of the extracurricular stipend. Teachers with 6 years experience or more on the same non-athletic extracurricular assignment will receive an additional 10% of the extracurricular stipend. *Position grandfathered for 1988-89 holder of position. For the 2011-12 and 2012-2013 school years, all holders of Academic Extracurricular Supplemental contacts were "frozen" with no additional experience credit granted.

APPENDIX D

GATA ATHLETIC EXTRACURRICULAR SALARY SCHEDULE

	YEARS IN COACHING ASSIGNMENT		
	0-2 yrs.	3-5 yrs.	6 yrs. & up
ATHLETIC DIRECTOR – HS			
(Includes 10 days extended service) .19	.21	.23	
ATHLETIC EVENT COORDINATOR – MS	.05	.07	.09
BASEBALL/SOFTBALL			
Head Baseball/Softball .11	.13	.15	
Assistant Baseball/Softball	.08	.10	.12
BASKETBALL (Boys/Girls)			
Head Basketball .21	.23	.25	
Assistant Basketball	.14	.16	.18
Freshman Basketball	.12	.13	.14
8th Grade Basketball	.10	.11	.12
7th Grade Basketball	.10	.11	.12
CHEERLEADERS (Per Year)			
Head Cheerleader Advisor .11	.13	.15	
Freshman Cheerleader Advisor	.06	.07	.08
Middle School Cheerleader Advisor	.04	.05	.06
CROSS COUNTRY			
Head Cross Country (Combined Boys and Girls) .11	.13	.15	
Middle School Cross Country (Combined Boys and Girls) .06	.07	.08	
FOOTBALL			
Head Football .21	.23	.25	
Assistant Football	.14	.16	.18
Freshman Football	.12	.13	.14
Assistant Freshman Football	.11	.12	.13
8th Grade Football	.10	.11	.12
7th Grade Football	.10	.11	.12
Assistant 7th/8th Grade Football	.04	.05	.06
GOLF (Boys/Girls)			
Head Golf .10	.12	.14	
Assistant Golf .07	.09	.11	

SOCCER (Boys/Girls)

Head Soccer Coach	.11	.13	.15		
Assistant Soccer Coach		.08	.10	.12	
7th & 8th Grade Soccer Coach			.06	.07	.08

SWIMMING

Head Swimming Coach (Combined Boys & Girls)	.05	.06	.07

TENNIS (Boys/Girls)

Head Tennis	.11	.13	.15
Assistant Tennis	.08	.10	.12
7th & 8th Grade Tennis	.06	.07	.08

TRACK (Boys/Girls)

Head Track	.11	.13	.15		
Assistant Track	.08	.10	.12		
7th & 8th Grade Track	.06	.07	.08		
Assistant 7th & 8th Grade Track			.04	.05	.06

VOLLEYBALL

Head Volleyball	.19	.21	.23
Assistant Volleyball	.12	.14	.16
Freshman Volleyball	.11	.12	.13
8th Grade Volleyball	.08	.09	.10
7th Grade Volleyball	.08	.09	.10

WRESTLING

Head Wrestling	.21	.23	.25
Assistant Wrestling	.14	.16	.18
Freshman Wrestling	.12	.13	.14
8th Grade Wrestling	.10	.11	.12
7th Grade Wrestling	.10	.11	.12

1. Aides shall be provided in 7th and 8th grade track if the number of students exceeds thirty (30). Aides will be paid $344.00 per year.

2. All 7th, 8th, and 9th grade positions will earn one-half (1/2) credit toward varsity assistant experience for each full year in each position for salary purposes.

3. All 7th, 8th, 9th, and Assistant positions will earn one-half (1/2) year credit toward varsity experience for each full year in the position for salary purposes.

4. Coaches new to the district may be given experience credit at the discretion of the Superintendent.

5. The index for the extracurricular schedule shall be based on the B.A., 0 years experience salary level.

6. For the 2011-12 and 2012-2013 school years, all holders of Extracurricular Supplemental contacts were "frozen" with no additional experience credit granted.

APPENDIX E

SCHEDULE OF BENEFITS

The Schedule of Benefits is a summary of the Co-payments and other limits when you receive Covered Services from a Provider. Please refer to the Covered Services section for a more complete explanation of the specific services covered by the Plan. All Covered Services are subject to the conditions, exclusions, limitations, terms and provisions of this Benefit Booklet including any attachments or riders. This Schedule of Benefits lists the Member's responsibility for Covered Services and supplies. Network and Non-Network Deductibles, Co-payments, and Out-of-Pocket Limits are separate and do not accumulate toward each other. The Deductibles(s) apply only to Covered Services with a percentage Co-payment.

Benefit Period	Calendar Year
Dependent Age Limit	To the date on which the child attains age 26
Pre-Existing Period	Except for dependents under age 19, charges for an injury, illness, or related conditions caused by or resulting from a preexisting condition shall not be covered. A preexisting condition means any condition that existed during the three (3) months just prior to your effective date under the plan for which you or your dependent (age 19 to 26 only) received medical care, services, or took prescription drugs. A condition will cease to be preexisting after the earlier of: 1. The last day a three (3) consecutive month period ends on or after the effective date for which you or your dependent (age 19 to 26 only) receives no treatment or prescription medication for that condition; or 2. Twelve (12) consecutive months after your coverage begins.

Per Person	$125 (Effective July 1, 2026, $250)	$250 (Effective July 1, 2026, $500)
Per Family	$250 (Effective July 1, 2026, $500)	$500 (Effective July 1, 2026, $1,000)

[Note: when a Member incurs covered medical expenses during the last three months of a Benefit Period, which are applied against but do not satisfy that year's Deductible, those expenses may be carried over and applied against the Deductible(s) for the next Benefit Period, but not the Out of Pocket. If the Deductible is met, there is no carry-over credit given.]

Deductible	Network	Non-Network
Per Person	$125 (Effective July 1, 2026, $250)	$250 (Effective July 1, 2026, $500)
Per Family	$250 (Effective July 1, 2026, $500)	$500 (Effective July 1, 2026, $1,000)

[Note: The Out-of-Pocket Limit includes all Deductibles and/or percentage Co-payments you incur in a Benefit Period. However, Prescription Drug Co-payments, Imaging Co-payments, Mental Health/Substance Abuse Services Co-payments and Office Visit Co-payments do not apply toward the Out-of-Pocket Limit. Once the Member and/or family Out-of-Pocket Limit is satisfied, no additional Co-payments will be required for the member and/or family for the remainder of the Benefit Period except for Prescription Drug Co-payments, Mental Health/Substance Abuse Services Co-payments and Office Visit Co-payments.

Out-of-Pocket Limit	Network	Non-Network
Per Person	$250 (Effective July 1, 2026, $500)	$1,000 (Effective July 1, 2026, $2,000)
Per Family	$500 (Effective July 1, 2026, $1,000)	$2,000 (Effective July 1, 2026, $4,000)

[Note: The Out-of-Pocket Limit includes all Deductibles and/or percentage Co-payments you incur in a Benefit Period. However, Prescription Drug Co-payments, Imaging Co-payments, Mental Health/Substance Abuse Services Co-payments and Office Visit Co-payments do not apply toward the Out-of-Pocket Limit. Once the Member and/or family Out-of-Pocket Limit is satisfied, no additional Co-payments will be required for the member and/or family for the remainder of the Benefit Period except for Prescription Drug Co-payments, Mental Health/Substance Abuse Services Co-payments and Office Visit Co-payments.

Lifetime Maximum for All Covered Services	Unlimited
Effective July 1, 2022, Non-Network Co-insurance will be 25%	

Covered Services	**Co-payments/Maximums**	
	Network	**Non-Network**
Preventive Care	Covered in full	Effective July 1, 2022 Non-Network Co-insurance will be 25%

Well child care	Covered in full	Effective July 1, 2022 Non-Network Co-insurance will be 25%
PCP Office Services	(Effective July 1, 2022 $20)	Effective July 1, 2022 Non-Network Co-insurance will be 25%
Specialist Office Visit	Effective July 1, 2026, $30 co-payment	25% co-insurance
Inpatient Services	Effective July 1, 2023 5% co-insurance	Effective July 1, 2022 Non-Network Co-insurance will be 25%
Maximum days per Benefit Period for Physical Medicine, Biologically Based Mental Disorders and Rehabilitation	Unlimited	
Maximum days per Benefit Period for Skilled Nursing Care Facility Services	180	
Outpatient Facility	Effective July 1, 2023 5% co-insurance	Co-insurance Effective July 1, 2022 Non-Network Co-insurance will be 25%
Therapy Services (when rendered as Physician's Office Services or Outpatient Facility Services)	Co-payment Effective July 1, 2022 $20	Co-insurance Effective July 1, 2022 Non-Network Co-insurance will be 25%
Maximum Visits per Benefit Period for:		
Physical and Occupational Therapy	25 visits	
Speech Therapy	30 visits	
Spinal Manipulations	20 visits	
Other Therapy Services (when rendered as Physician's Office Services or Outpatient Facility Services)	Network Co-payment based on setting where Covered	Non-Network Co-payment based on setting where Covered Services

	Services are received: when rendered in Physician's office, the $15-co-pay would apply; when rendered in Outpatient facility, it would be covered in full just like any outpatient services.	are received: when rendered in Physician's office, the 20% co-insurance would apply; when rendered in Outpatient facility, it would be covered at 20% co-insurance.
	Effective July 1, 2022 co-pay will be $20	Effective July 1, 2022 Non-Network Co-insurance will be 25%
Diagnostic Services	Covered in Full Effective July 1, 2023 5% co-insurance	Covered in Full Effective July 1, 2022 Non-Network Co-insurance will be 25%
Imaging	Effective July 1, 2026, $100 co-payment	Effective July 1, 2026, $100 co-payment
Emergency Room Services		
	Effective July 1, 2026, $150 co-payment	Effective July 1, 2026, $150 co-payment
(If admitted directly from the Emergency Room, the Emergency Room Co-payment for that visit is waived)		
Urgent Care Center Services		
	Effective July 1, 2022 co-pay will be $20	Effective July 1, 2022 co-pay will be $20
Ambulance Services	Covered in Full Effective July 1, 2023 5% co-insurance	Covered in Full Effective July 1, 2023 5% co-insurance
Home Care Services	Covered in Full Effective July 1, 2023 5% co-insurance	20% Co-insurance Effective July 1, 2022 Non-Network Co-insurance will be 25%

Hospice Services	Covered in Full Effective July 1, 2023 5% Co-insurance	20% Co-insurance Effective July 1, 2022 Non-Network Co-insurance will be 25%
Medical Supplies, Durable Medical Equipment, and Appliances	Covered in Full Effective July 1, 2023 5% Co-insurance	20% Co-insurance Effective July 1, 2022 Non-Network Co-insurance will be 25%

NOTE: Physician office Co-payments are applied rather than the Network Co-payment listed above if medical supplies, Durable Medical Equipment, or appliances are obtained in a Network Physician's office.

Maternity Services	Covered in Full Effective July 1, 2023 5% Co-insurance	20% Co-insurance Effective July 1, 2022 Non-Network Co-insurance will be 25%
Mental Health/Substance Abuse Services		
Inpatient Services	Covered in Full Effective July 1, 2023 5% Co-insurance	20% Co-insurance Effective July 1, 2022 Non-Network Co-insurance will be 25%
Maximum days per Benefit Period	None	
Outpatient Services	Effective July 1, 2022 co-pay will be $20	20% Co-insurance Effective July 1, 2022 Non-Network Co-insurance will be 25%
Maximum visits per Benefit Period	None	
Alcoholism Services	Effective July 1, 2022 co-pay will be $20	20% Co-insurance Effective July 1, 2022 Non-Network Co-insurance will be 25%
Maximum visits per Benefit Period	None	

Prescription Drugs

Retail Pharmacy (Network and Non-Network)	30 days
Mail Service	90 days

Note: Certain Diabetic and asthmatic supplies are covered in full. These supplies are not covered if obtained from a Non-Network Pharmacy.

	Retail Co-pay	Mail Order Co-pay
Tier 1: Generic	$10	$20
Tier 2: Preferred / Formulary Brand	$20	$40
Tier 3: Non-Preferred / Non-Formulary Brand	$30	$60

The prescription drug plan includes the pharmacy benefit manager's (PBM) formulary. The formulary is a listing of covered drugs based on evaluations of efficacy, safety, and cost-effectiveness compiled by medical professionals including physicians and pharmacists. Certain drugs determined as "non-formulary" may not be covered by the Plan.

Vision Insurance

*Refer to Anthem Blue View Vision for detailed information on plan, limitations and exclusions.

Vision Insurance	In-Network Member Cost	Out of Network Member Reimbursement
Exam	**$10 Copay**	**Up to a maximum of $70.00**
Retinal Imaging	**Up to $39**	**Not Covered**
Lenses		
Single lens	$20 Copay	**Up to a maximum of $75.00**
Bifocal Lens	$20 Copay	**Up to a maximum of $120.00**
Trifocal Lens	$20 Copay	**Up to a maximum of $135.00**

Lenticular, Progressive Lenses (Premium Tier 1-4) *See Anthem Blue View Vision for Co-pay / Limits

Lens options (Anti-reflective coating, Photochromic, Scratch Coating, Tint, UV Treatment and all other lens options *See Anthem Blue View Vision for Co-pay/ Limits)

Frames	**$0 Copay; 20%off balance** over $130 allowance	**Up to a maximum of $100.00**
Contact Lenses		
Conventional	**$0 Copay; 15%off balance** over $130 allowance	**Up to a maximum of $135.00**
Disposable	**$0 Copay; 100%off balance** over $130 allowance	**Up to a maximum of $135.00**
Medically Necessary	0% Copay	**Up to a maximum of $210.00**
Fit and follow-up – Standard	Up to $55	Not Covered

Fit and follow-up – Premium	10% off retail price	Not Covered

Geneva Area Local Schools

Geneva Teacher Evaluation System Forms

Self-Assessment Summary Tool

Name

Date

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify <u>two</u> priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

☐ **Self-Directed**

☐ **Collaborative** Teacher Evaluator

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	Date Record dates when discussed	Areas for Professional Growth **supports needed, resources, professional development** Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
***Goal 1**: Student Achievement/Outcomes for Students* *Goal Statement:* *Evidence Indicators:*		

Goal 2 : *Teacher Performance on the Ohio Standards for the Teaching Profession* *Goal Statement:* *Evidence Indicators:*		

Evaluator Signature **Date** **Teacher Signature** **Date**

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*

☐ The Improvement Plan should continue for time specified:

☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**FOCUS FOR LEARNING (Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) *Sources of Evidence:* Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		The teacher does not use or only uses one measure of student performance.	The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
I N S T R U C T I O N A L P L A N N I N G	**PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	**KNOWLEDGE OF STUDENTS (Standard 1: Students)** *Sources of Evidence:* Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/ Informal Observations	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

	RESOURCES (Standard 2: Content; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident . Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.
		The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.	The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion	The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.	The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.
		The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.	The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.	The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.	By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.
		The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
	Evidence				

Professionalism					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONALISM	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)** *Sources of Evidence:* Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.
		The teacher fails to understand and follow regulations, policies, and agreements.	The teacher understands and follows district policies and state and federal regulations at a minimal level.	The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.	The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.
		The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.
	Evidence				

Informal Observation: General Form

Teacher Name: ____ **Grade(s)/Subject Area(s):** ____ **Date:** ____

Evaluator Name: ____ **Time Walkthrough Begins:** ____ **Time Walkthrough Ends:** ____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
☐ Instruction and lesson activities are accessible and challenging for students	☐ Multiple methods of assessment of student learning are utilized to guide instruction
☐ Other:	☐ Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Informal Observation: Open-Ended Form

Teacher Name: ____ Grade(s)/Subject Area(s): ____ Date: ____

Evaluator Name: ___ Time Walkthrough Begins: ___ Time Walkthrough Ends: ____

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ Photocopy to Teacher

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	Ineffective	Developing	SKILLED	Accomplished
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/ refinement:				

Student Growth Data 50%	Lease Effective	Approaching Average	Average	Above Average	Most Effective
Student Growth Measure of Effectiveness					
Areas of reinforcement/ refinement:					

Final Summative (Overall) Rating .	Ineffective	Developing	SKILLED	Accomplished

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date ____

Evaluator Signature _____ Date ____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
Note: The teacher may provide additional information to the evaluator within ten (10) working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

APPENDIX G

GENEVA AREA CITY SCHOOLS EVALUATION FORM (NON-OTES)

NAME _____ DATE _____ BUILDING _____

AREA OF RESPONSIBILITY _____ TIME _____

E=Excellent G=Good S=Satisfactory N=Needs Improvement U=Unsatisfactory

I. INSTRUCTIONAL EFFECTIVENESS	E	G	S	N	U
1. Demonstrates appropriate academic planning					
Days Absent to Date Types: Sick Leave Comments Professional Day Personal Day Other					
2. Maintains student attention Involves students in instructional activities by calling on them, encourages participation, uses motivational techniques, etc.					
3. Is able to deliver directions, explanations, and instructional content in a manner understood by students					
4. Facilitates student learning by supplementing regular curriculum material and activities. Media, field trips, demonstrations, related materials, etc.					
5. Individualizes instruction for students with varying abilities Students with learning or behavior problems or those gifted and talented					
II. SCHOOL MANAGEMENT AND ORGANIZATION	**E**	**G**	**S**	**N**	**U**
6. Organizes classroom efficiently to meet educational needs of students Floor plan, materials, equipment, etc.					
7. Establishes a pattern of being dependable by being punctual and by attending required meetings					

E=Excellent G=Good S=Satisfactory N=Needs Improvement U=Unsatisfactory

II. SCHOOL MANAGEMENT AND ORGANIZATION (Continued)	E	G	S	N	U
8. **Establishes and communicates procedures for maintaining a safe physical classroom environment.**					
9. **Bulletin boards and other displays are related to current curriculum**					

III. CLASSROOM CONTROL AND DISCIPLINE	E	G	S	N	U
10. **Establishes, communicates and maintains desirable standards of classroom behavior that are firm, fair, consistent and in accordance with overall school rules and regulations.**					
11. **Prevents behavior problems by intervening early.** Maintains mobility in the classroom, interacts with students, redirects student attention to task, overlooks inconsequential behavior, etc.					

IV. NON-CLASSROOM RESPONSIBILITIES	E	G	S	N	U
12. **Provides general supervision through the school** Hallways, cafeteria, buses, playground, etc.					
13. **Performs necessary clerical responsibilities** Attendance records, lesson plans, report cards, IEP writing activities, lunch money, etc.					
14. **Prepares in advance for substitute teacher** Lesson plans, student assignments, classroom activities					
15. **Remains current in the education field through course work, in-service activities, professional literature, conferences, workshops, etc.**					

E=Excellent G=Good S=Satisfactory N=Needs Improvement U=Unsatisfactory

V. PERSONAL QUALITIES	E	G	S	N	U
16. Uses clear speech					
17. Dresses appropriately for activities concerned					

VI. PROFESSIONAL APPROACH *STUDENTS, STAFF, ADMINISTRATION, PUBLIC*	E	G	S	N	U
18. Maintains professional behavior Professional interaction with students, confidentiality, professional ethics, etc.					
19. Maintains positive professional interactions with other education personnel Cooperates, shares information, works as a team member, etc.					
20. Makes use of school related resources Other teachers, counselors, administrators, consultants, etc.					
21. Calls attention to the needs of students with learning or behavior problems Communicates with parents and administrators, etc.					

GENEVA AREA CITY SCHOOLS EVALUATION FORM

TEACHER _____ **BUILDING** _____

EVALUATOR'S COMMENTS:

TEACHER'S COMMENTS:

GOALS:

Contract status was discussed _____

_____ _____
DATE *SIGNATURE OF EVALUATOR*

_____ _____
DATE *SIGNATURE OF TEACHER*

_____ _____
DATE *SIGNATURE OF WITNESS IF REQUIRED*
(Refer to Article 7 II.A.11.

NOTE: SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT BY THE TEACHER BUT THAT THE DOCUMENT HAS BEEN PERUSED.

DISTRIBUTION:
1. Original to personnel file (Superintendent's office)
2. Evaluator's copy
3. Teacher's copy

03.06.02

APPENDIX H

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