Wed, 07/08/2026 12:28:22 PM SERB

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NEGOTIATED AGREEMENT

BETWEEN THE

FAYETTE LOCAL BOARD OF EDUCATION

AND THE

GORHAM FAYETTE TEACHERS' ASSOCIATION

Effective August 1, 2026 through July 31, 2029

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ARTICLE I – RECOGNITION

A. Recognition

The Board of Education of the Gorham Fayette Local School district, hereinafter referred to as the "Board", hereby recognizes the Gorham Fayette Teachers' Association, an affiliate of the Ohio Education Association and of the National Education Association, hereinafter referred to as the "Association" as the sole and exclusive representative for the bargaining unit. The bargaining unit shall include all full-time and regular part-time certificated classroom teachers employed under a regular teaching contract, and that are to be evaluated as teachers/educators as required by state mandates. Excluded from the bargaining unit are the Superintendent, principals, assistant principals, substitutes, tutors, non-certified personnel and any other personnel hired to perform managerial or supervisory duties.

B. Negotiations Procedure

1. Scope of Negotiations - The Board shall enter into negotiations with the Association for the purpose of achieving a signed master contract covering all matters pertaining to wages, hours, and terms and conditions of employment and the continuation, modification or deletion of an existing provision of the Agreement.

2. Directing Requests - Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Association, and Association requests shall be directed to the Superintendent. A copy of Notice to Negotiate shall be filed with the State Employment Relations Board (SERB) by the initiating party.

3. Negotiating Teams - The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed three members each. Neither party shall have any control over the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties will mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and only in executive session.

4. Initial Bargaining Session

   a. The first bargaining session shall be held for the Association and the Board to submit fully written proposals to be negotiated and shall establish dates for future bargaining sessions.

b. Once proposals are submitted by both parties, no new items shall be added during the bargaining period unless mutually agreed to by the Association and the Board bargaining teams.

5. While Negotiations are in Process

a. Progress Reports - Periodic written progress reports may be issued to the public during negotiations provided that any such release shall have the proper approval of both parties.

b. Good Faith Negotiations - "Good Faith" requires that the Association and the Board be willing to respond to each other's proposals. If a proposal is unacceptable to one of the parties that party is obligated to give its reasons. "Good Faith" means the obligations of the representatives of the Board and the Association to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional negotiations does not compel either party to agree on a proposal or to make a concession.

c. Tape Recording - No tape recorders or mechanical recording devices shall be permitted in any negotiating session unless agreed to prior to the session by both parties.

d. Information - The Board and the Association agree to supply available public information that is specifically requested and routinely prepared. All costs of reproduction shall be assumed by the requesting party when more than two copies of the same document are requested.

e. Caucus - Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

6. Agreement

a. All tentative agreements reached by the teams pertaining to articles, sections, sub-sections, clauses, phrases, language and/or figures shall be reduced to writing and initialed by representatives of both parties. Once a tentative agreement is reached, no further discussions shall take place by the teams on the issue unless by mutual agreement.

b. When agreement is reached in all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to the Association for its consideration and to the Board for approval. Once notified of the ratification by the Association, the Board shall take action at the next regularly scheduled Board meeting or within

twenty (20) days whichever occurs first. When approved, in accordance with the provisions of this section, this agreement shall be signed by both parties and shall become a part of the official minutes of the Board. This agreement shall be binding on both parties.

7. Impasse Procedures

a. Mediation

1) In the event agreement is not reached by the parties, after forty-five (45) days of negotiations from the first session either party may request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall request a mediator from the Federal Mediation and Conciliation Services whose rules and regulations shall govern the mediation, or any other mutually agreed upon mediator/mediation service(s) should mediation assistance from the Federal Mediation and Conciliation Services be unavailable.

2) In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the Association.

3) Except by mutual consent, the mediation process shall not extend for more than thirty (30) days or the date upon which the contract expires, whichever should occur first.

4) This impasse resolution procedure shall supersede the dispute settlement procedures set forth under ORC 4117.14. The Association may legally exercise its right to strike by serving a ten (10) day notice on the Board prior to the date of the strike provided the Association has presented the Board's last offer to its general membership.

8. Miscellaneous

a. Upon final approval by both the Association and the Board, two (2) copies of the total agreement shall be signed by the President of the Board and the President of the Association. Both parties shall retain a signed copy of the final agreement.

b. The Board shall be responsible for the typing of the final negotiated agreement. The Board shall be responsible for the duplication and distribution of the agreement to bargaining unit personnel as well as administrative personnel and Board members. The Association shall be provided twenty (20) additional copies of the agreement for its use.

c. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

9. In Term Negotiations

In the event, either as a result of mutual agreement, or if required by law, negotiations take place during the term of this agreement to modify this agreement, such negotiations will be conducted in accordance with the negotiation procedures of this agreement, and the impasse procedures of this agreement shall apply to such negotiations.

ARTICLE II – MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities associated with the operations of the school district. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract.

ARTICLE III – ASSOCIATION RIGHTS

A. Property Use

1. Upon request, the Association shall have the right to use school buildings without the cost for Association meetings provided no other school-related activities are scheduled for the area and time requested, and provided further that the building is used during the normal work hours of the custodial staff. If the use of the building is requested outside the normal work hours of the custodial staff, the Association shall reimburse the Board for expenses involved. Use of building forms will be used by the Association when building use is requested.

2. The Association shall have the right to use the school district's word processing, duplicating equipment, audio and video equipment and phone service, provided that the Association shall pay for all consumable materials and long distance phone calls. The Board shall in each building provide one bulletin board in the faculty workroom for exclusive use by the Association.

3. The president of the Association or his/her designee or designees and/or the UniServ personnel shall be allowed to visit school facilities for the purpose of meeting with employees covered by this agreement, provided that the principal's office is notified upon arrival and provided that such visits do not interfere with the normal work duties of the president, his/her designees or the staff member(s) involved.

4. Agendas for Board meetings shall be made available to the Association at the time it is prepared. Any news releases regarding a Board meeting shall be made available to the Association at the time it is provided to the news media.

B. Other Rights

A committee shall be formed which shall consist of the Superintendent and two representatives selected by the Association. Said committee shall be chaired by the Superintendent or his/her designee. The committee shall meet at the request of either party during the school year at a mutually convenient time to discuss matters of mutual concern.

ARTICLE IV – ASSOCIATION DUES OR FEES DEDUCTIONS

A. Membership dues of the Association shall be deducted in equal installments, and in the same number of installments, beginning with the second paycheck in October of each school year on the basis of deduction authorizations supplied by the Association to the Treasurer. Such deductions shall be based on the authorized dues for a single year.

B. The enrollment period for such deduction shall be from September 1 to September 30 each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted. Authorizations may be withdrawn during a period of fifteen (15) days commencing September 1 and ending September 15, provided that notification of withdrawal is submitted to the Treasurer during such fifteen (15) day period, with a copy to the Association.

C. Nothing in the foregoing will limit a new employee reporting to work after September 30 from the right to execute an authorization. In such cases payroll deductions shall begin within no more than three (3) weeks after the authorization is submitted, and continue through the remaining installments. It will be the Association's responsibility to collect any deductions missed due to these conditions only.

D. The Board will make available to the Association, a single printout showing the members from whom dues or fair share fees were deducted. This itemized statement will be transmitted biweekly or as they are deducted to the Association Treasurer.

E. The Association shall have exclusive payroll deduction rights for union dues or fees for members of the bargaining unit.

F. If for any reason the Board fails to make deduction for any employee as provided above, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. No more than two deductions shall be withheld from a single paycheck.

G. The Association agrees to indemnify and save the employer harmless against any and all claims that may arise out of or by reason of action taken by the employer in reliance upon any authorization cards submitted by the Association.

ARTICLE V – COMPENSATION AND REIMBURSEMENTS

A. Teacher Salary Schedules

The BA-0 Base Salary will be Forty-Two Thousand Sixty-Eight ($42,068) for the 2026-2027 school year, Forty-Three Thousand Seven Hundred Fifty-One ($43,751) for the 2027-2028 school year, and Forty-Five Thousand Five Hundred One Dollars ($45,501) for the 2028-2029 school year.

See Appendix A, B, C, and D for the salary schedule and Appendix E for the Supplemental Salary Schedule.

B. Salary Schedule Placement

1. Degree and Hours

a. Bargaining unit members shall be placed on the salary schedule according to their training and experience.

b. All credit for additional training must be presented to the Superintendent as soon as possible after it is attained. Credit for additional training will be granted at the beginning of each semester provided an official transcript verifying the additional hours is filed with the Treasurer by September 15 for the first semester and by January 30 for the second semester. Payment will be made within two (2) weeks of receipt of transcript

c. Placement on the BA140 or MA30 columns will be closed to any new or existing bargaining unit members who have currently not been placed there as of July 31, 2026. Bargaining unit members who are currently placed on these columns shall remain there until such time as they gain additional credit to move to a different column or leave employment with the Board of Education. Effective August 1, 2026, members will be required to earn a Doctorate degree in order to receive payment as previously provided under the MA30 column.

2. Experience

Years of service, for salary schedule placement purposes, shall be credited according to the following:

a. All years of teaching service in the Gorham Fayette Local School District, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;

b. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code or in another public school, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;

c. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code, regardless of training level, with each year consisting of at least one hundred twenty (120) days;

d. All years of active military service in the armed forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.

e. A teacher new to the Gorham Fayette School District may request to be placed on the salary schedule at fewer years of service than they might qualify under b., c., d. above.

C. Pay Periods

Payroll will be distributed in Twenty-four (24) equal bimonthly installments on the 1st and 15th of each month. Pays will commence with the first pay on September 1.

D. Mileage Reimbursement

Bargaining unit members required in the course of their work to drive personal automobiles shall receive reimbursement at the IRS rate. The same allowance shall be given for use of personal cars for field trips or other business of the district. With regard to automobile insurance coverage, the employee's personal automobile insurance is primary, and after that, the Board will indemnify the employee under the sovereign immunity statute.

E. Reimbursement

1. Tuition

a. The Board of Education will reimburse each member of the bargaining unit up to a maximum of $1,200.00 per year, to a maximum of $17,500 per year, total district wide annually, for the full cost of tuition for LPDC and/or Superintendent approved graduate credit.

b. Superintendent's approval must be sought prior to enrollment in the course or contact hours to receive reimbursement. Such approval may only be granted after a written statement has been submitted explaining the relationship between the graduate courses or contact hours and the individual's proficiency as a teacher. In order to receive reimbursement a teacher must submit to the Superintendent proof of the satisfactory completion of graduate courses or contact hours along with documentation of the actual tuition cost for said courses or contact hours. Teachers requesting reimbursement must agree to continue in the employ of the Board of Education for the full school year following the school year in which course or contact hours were taken. If the teacher does not fulfill this requirement, the teacher shall repay the amount reimbursed. If a bargaining unit member is riffed they will not be required to reimburse the district.

c. A staff member appointed by the Association and the Superintendent will develop the Reimbursement Form.

2. Grad Course Tuition Reimbursement

The Board of Education will reimburse up to $600 per Grad Course in approved subject area at an approved Institution for obtaining College Degree in Subject Area. This option is based on the needs of the district. The Superintendent will post for the position internally and select the qualified candidate for the position. The district will pay for the course in advance upon receipt of an invoice. IF the employee does not complete the course or does not receive a passing grade, the employee will reimburse the district the full course amount. This option is separate from item #1 under Tuition Reimbursement and will not be counted towards the Maximum amount set aside of $17,500.00.

F. Payroll Deductions

1. Bargaining unit members are entitled to the use of payroll deduction for the following:

a. Membership dues in the United Education Profession

b. Credit Unions

c. Political Donations (as required by law)

d. Annuities

e. Insurance

2. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the district. Said form shall indicate the amount of each deduction and the number of deductions to be made. The deduction(s) shall commence with the first pay of the next month following the submission of the request. All deductions shall be itemized individually on the member's pay stub.

3. All employee paychecks shall be deposited into an account of their choice by electronic direct deposit of funds.

4. Tax-Sheltered Annuities

a. Payroll deductions for tax sheltered annuities and insurances shall be limited to deductions to those annuity and insurance plans for which deductions are currently being made. Additional companies may be added to the authorized list of those providing plans during an open enrollment period in January if three or more employees enroll with the company. For any employee newly hired into the district, their existing tax-sheltered annuity company will be accepted without meeting the above criteria.

b. The employee agrees to indemnify and save the employer harmless against any and all claims that may arise out of or by reason of action taken by the employer in reliance upon any authorization forms submitted by the employee.

c. Neither the Gorham Fayette Local School District nor its officers, administrators or employees assume any responsibility whatsoever for computing the exclusion allowance and determining that premiums or contributions are fully excludable from current taxable income, nor shall they offer or be responsible for legal or tax advice.

G. Severance Pay

Each retiring member of the bargaining unit shall, upon application, be entitled to receive payment for one-fourth (1/4) of his/her accrued but unused sick leave, provided that accrued and unused sick leave shall not exceed two hundred and fifty (250) days for the purposes of this computation.

In addition to the above, retiring members of the bargaining unit with a minimum of ten (10) years of service with the school district shall have the first one hundred and fifty (150) accrued sick leave days paid at a one-third (1/3) calculation. Days accrued beyond one

hundred and fifty (150) shall be calculated for payment at one-fourth (1/4) of unused accrued sick leave days. In no event shall retiring members receive payment for more than 62.5 days.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:

    a. The employee must have had not less than five (5) years of service with this school district;

    b. The employee actually terminates his/her employment with the District and retires;

    c. The words "retires" or "retirement", as used herein, mean disability or service retirement under State Teachers Retirement System;

    d. If the employee is otherwise eligible for retirement, except for the attainment of retirement age, he/she shall be entitled to severance pay under this article if he/she attains retirement age during the twelve (12) month period following the date on which he/she resigns his/her employment. The employee will be given a twenty-four (24) month period if STRS changes the eligibility requirements for retirement at any time during the twelve (12) month period referenced in the immediately preceding sentence;

    e. The employee must, at the time of receiving his/her payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof of documentation as may be reasonably required within sixty (60) days of qualification.

2. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto; and such payment shall be made within two (2) weeks after the employee provides proof that he/she has received his/her first retirement check from the retirement system.

3. The amount of benefit due the retiring employee shall be determined by:

    a. Multiplying the employee's accrued but unused sick leave up to a maximum of two hundred and fifty (250) days where appropriate by one-fourth (1/4);

    b. Multiplying the employee's accrued but unused sick leave for the first one hundred and fifty days where the employee has a minimum of ten (10) years of experience with the District by one-third (1/3);

    c. Dividing the annual salary of the employee by the number of required work days to obtain the per diem rate;

d. Multiplying the product of "a" above by the employees per diem rate;

e. The amount of the payment calculated in Steps "a," "b," and "c" above shall not exceed the value of sixty-two and one-half (62.5) days of accrued but unused sick leave at the employees per diem rate.

4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

H. Retirement Incentive

1. The Board shall pay Five Hundred Fifty Dollars ($550.00) for each year served in the Gorham Fayette School District to bargaining unit members eligible to retire. In order to receive this payment, the teacher must retire in the fiscal year of the first year he/she is eligible to retire under STRS requirements for full benefits. The individuals must notify the Board by April 1st of the same qualifying fiscal year of their intention to retire. The person must meet the member eligibility requirements for retirement as defined by STRS.

2. Bargaining unit members will have an additional year to notify the Board of their retirement if STRS changes eligibility requirements for retirement at any time during the fiscal year the member is first eligible to retire.

3. This program would be combined with the lump sum severance payment.

I. Extra Duties/Services

Teachers that agree to provide extra duties/services during their contracted work day that are not normally scheduled and/or assigned during their normal contracted work day, shall be paid at the teacher's per diem rate for each hour involved. Times for these extra duties/services shall be mutually agreed upon between the teacher and supervisor and shall not interfere with the teacher's regularly assigned duties.

Any extra duty/service that would need to be done outside of the regular contracted work day will need to be negotiated between the parties.

J. Meetings /Detention Duties/10th Instructional Period

Teachers who are required to attend after school meetings, have responsibility for detention duties, or have responsibility for a 10th instructional period shall be paid $30.00 for each hour involved. Times for these services shall be mutually agreed upon between the teacher and supervisor and shall not interfere with the teacher's regularly assigned duties.

K. Local Professional Development Committee

1. The Gorham Fayette Local Professional Development Committee (LPDC) shall determine whether course work that a district teacher or a district administrator proposes to complete meet the requirements of the State Board of Education Rules found in section 3319-22, et seq. of the Ohio Administrative Code.

2. The Gorham Fayette LPDC policy, procedures, and governance shall not supersede this negotiated agreement. Proposals to the LPDC and approvals/denials by the LPDC shall not override the negotiated agreement and shall not be subject to the grievance procedure.

3. The LPDC shall be composed of at least five (5) members. Three (3) members shall be selected by the Gorham Fayette Teachers' Association. Two (2) members shall be selected by the Superintendent. When an administrator's license is being reviewed, one of the administrators on the committee can request to have an administrative majority on the committee. In this instance, two of the teacher members will become non-voting members of the LPDC. Members shall be selected for a three-year term with alternate selection.

4. The LPDC members shall elect its chairperson.

5. The LPDC members shall determine the meeting times, places, dates, and frequency of meetings to be held.

6. The LPDC shall determine its rules for voting, planning, or other organizational issues that are in compliance with the Negotiated Agreement and O.R.C.

7. LPDC meetings shall be held after the regular student school day.

8. The LPDC shall keep confidential all reviews, evaluations, and discussions of Individual Development Plans (IPDP's) and/or course/activity proposals. No documents submitted for consideration by the LPDC shall be used as examples without written permission of the party/parties involved. The LPDC shall designate a confidential secretary to keep and maintain the records of the LPDC in a secure place.

9. Appeals of decisions of the LPDC shall be directed to the LPDC Appeals Committee which is separate and apart from the LPDC. The LPDC shall determine the composition of the LPDC Appeals Committee. The decision of the LPDC Appeals Committee shall be final. Further appeal shall be to the State Board of Education.

L. Resident Educator Program

1. The Resident Educator Program Committee shall be composed of a majority of teachers who are approved by the Association.

2. The Resident Educator program fees shall be paid by the Board. The District will utilize the County Mentor Program.

3. The mentor teacher shall receive release time, as approved by the Administration, in order to support his/her inductee and to meet with other mentors in the district. The mentor teacher shall receive a One Thousand Dollar ($1,000) stipend during the first year of working with an inductee. The mentor teacher shall receive a Five Hundred Dollar ($500) stipend during the second year of working with an inductee. Should the Resident Educator Program Coordinator and the mentor agree to have more than one inductee assigned to a mentor, the mentor shall receive a stipend for each inductee at the rate established in this paragraph.

4. The inductee shall receive release time, as approved by the Administration, to meet with his/her mentor and to observe other teachers.

5. No adverse employment action shall occur as a result of the inductee failing to pass the entry year program. The Board shall pay for and/or provide training for mentors and inductees. The Mentor/Inductee relationship shall be confidential.

M. Hiring Retirees

1. Definition of Retiree – A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio, and who retired from service. The reemployed teacher is a bargaining unit member.

2. A Retiree shall be paid in accordance with the negotiated salary schedule and shall be placed on the salary schedule at least at Step 0 at the appropriate column based upon the teacher's education level. Notwithstanding paragraph 3, a retiree will be advanced one (1) step on the salary schedule for each year of reemployment.

3. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of the Negotiated Agreement regarding limited contract teachers affecting evaluations and nonrenewals shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment

with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.

4. Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.

5. A Retiree shall accumulate and may use sick leave in accordance with the provisions of the Negotiated Agreement, but shall not be entitled to severance pay under the provisions of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

6. A Retiree shall be entitled to participate in insurances provided to the bargaining unit members under the provisions of the Negotiated Agreement.

7. A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to the provisions of the Negotiated Agreement.

8. A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes O.R.C. §3313.53.

9. A Retiree shall not be eligible for benefits regarding purchase of service credit or retirement incentives that may be provided in the Negotiated Agreement.

10. The Retiree has all other rights contained in the Negotiated Agreement not explicitly excluded herein.

N. BCI Background Checks

The Board shall reimburse currently employed bargaining unit members for one hundred percent (100%) of costs incurred related to state and federal background checks and fingerprinting required by the Ohio Revised Code. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks.

ARTICLE VI – EVALUATION

A joint evaluation committee shall be established with equal number of members appointed by the association president and superintendent/designee. This committee shall establish the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, and measures of high quality student data (HQSD), for the evaluation

of teachers in the District. In addition, the evaluation committee will meet annually to identify and allocate percentages for student growth measures and approve HQSD measures, including the adoption of any vendor assessment. All decisions of the committee will be achieved by consensus.

Should the evaluation revisions made to the Ohio Revised Code implemented pursuant to HB 153 (2011) and SB 316 (2012) be repealed, the evaluation procedures set forth in the 2011-2014 Negotiated Agreement shall be immediately reinstated.

A. Bargaining Unit Members Evaluated via a State Supported Evaluation System

It is the intent of the Fayette Local Board of Education to provide an ongoing educator evaluation program to facilitate improvement of instruction. Criteria for educator performance contained in the evaluation instrument shall be used as a basis for the evaluation of educator performance.

Items considered unsatisfactory/ineffective must have an explanatory statement indicating the specific deficiency with suggestions for improvement. Items considered not applicable must have a statement of explanation. The evaluator is encouraged to comment on areas of strength demonstrated by the teacher. At the request of either the administrator or bargaining unit member, a pre-observation conference will be held. Anonymous information will not be part of the evaluation process.

An evaluation shall have at least two (2) formal observations of at least 30 minutes each and shall only be performed by a Fayette administrator. There shall be at least three (3) weeks between formal observations. A conference will follow the formal classroom observation. A copy (rough or final) of the evaluation will be given to the teacher at least one (1) day in advance of the conference. However, if a mutually agreed upon time is reached between the evaluator and the bargaining unit member, a conference may be held earlier. Bargaining unit members may file a written response and/or rebuttal to the evaluation which shall become part of the evaluation instrument.

The original copy of the evaluation instrument shall be filed in the employee's Employment Record File located in the office of human resources. Copies shall also be given to the teacher and principal.

B. Bargaining Unit Members Not Evaluated via a State Supported Evaluation System

By the first week of October, the administrator shall require that each employee to be evaluated submit a list of goals and objectives for the program to be administered. Goals and objectives shall be drafted in cooperation with the supervisor.

A conference shall be held for the purpose of measuring the bargaining unit member's progress toward attainment of the goals and effective performance of duties as included in the job description. A copy of the goals and objectives will be attached to the evaluation document and placed in the bargaining unit member's Employment Record File. A subjective statement by the supervisor shall be given to the bargaining unit member

concerning the evaluation. The bargaining unit member shall sign the evaluation document and a copy shall be placed in his/her Employment Record File. The bargaining unit member may write an addendum which is to be attached to the evaluation document.

Deficiencies should be identified and corrective measures suggested by the administrator. Additional evaluations may be made.

The original copy of the evaluation instrument shall be filed in the bargaining unit member's Employment Record File located in the office of human resources. Copies shall also be given to the bargaining unit member, supervisor, and/or principal.

C. Evaluation Schedule of Bargaining Unit Members

All other teachers shall be evaluated at least once (1) during the academic year.

Bargaining unit members rated accomplished on the most recent evaluation only need to be evaluated every three (3) years. Bargaining unit members rated skilled on the most recent evaluation only need be evaluated every two (2) years. The evaluation will consist of two (2) formal observations or, (if mutually agreed upon by the teacher and administrator), the evaluation may consist of one (1) formal observation and a project conducted by the teacher.

Any bargaining unit member in jeopardy of nonrenewal will be given an evaluation by February 1, and a final evaluation by May 1. This final evaluation includes the previous observations and at least one additional formal observation, for a minimum of three formal observations during the school year.

The evaluation process shall be completed by the employee's supervising administrator, or other mutually agreed upon Board administrator, by May 1 with written report by May 10.

Bargaining unit members will not be evaluated in any year when they are either on leave for fifty percent (50%) or more of the member's contracted work days, or have submitted notice of retirement on or before December 1 of the school year in which they plan to retire.

D. Improvement Plans

1. A written professional improvement plan may be developed when a bargaining unit member has a Final Holistic Rating of ineffective.

2. The professional improvement plan shall include:

   a. Specific performance expectations, resources, professional development and other assistance to be provided;

   b. The sources of evidence the evaluator will use to document the completion of the improvement plan.

c. Timelines for its completion; and,

d. Financial assistance, time, material, and human resources.

3. Improvement plans shall be jointly developed between the evaluator and the bargaining unit member unless the member chooses not to participate in the process.

E. Due Process

1. Bargaining unit members who disagree with the level of student growth, the rating performance and/or the summative, or overall, evaluation rating shall be allowed to request a different evaluator and such request shall be honored by the District.

2. A bargaining unit member shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

3. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the bargaining unit member under a continuing contract, if eligible, or an appropriate limited contract if the bargaining unit member is not eligible for a continuing contract.

4. Any violation of either procedural or substantive due process shall automatically require re-employment of the bargaining unit member under a continuing contract, if eligible, or an appropriate limited contract if the bargaining unit member is not eligible for a continuing contract.

F. Personnel Action Requirements

1. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

2. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by first day of May of the second school year following the effective date of this agreement/policy.

G. Eligibility for Continuing Contract Status

Bargaining unit member shall be eligible for continuing contract status in accordance with ORC 3319.11.

ARTICLE VII – FAIR SHARE

A. All employees in the bargaining unit who sixty (60) days from date of hire, or from the effective date of this Agreement, whichever is later, are not members in good standing of the Association shall pay a fair share fee to the Association as a condition of employment. Those individuals in the bargaining unit prior to August 1, 1987, who were not members of the GFTA during the 1986-87 school year, may be excluded from this condition of employment. Such desire for exclusion from fair share should be presented to the Superintendent in writing prior to August 1, 1987. The fair share amount shall be certified to the Board by the Treasurer of the Association. The deduction of the fair share fee by the Board from the payroll check of the employee shall be automatic and does not require the written authorization of the employee. Implementation of this fair share fee provision shall begin with the first paycheck after January 15 of each year. Payment to the Association of the fair share fee shall be made in accordance with the regular dues deduction as provided herein.

B. The fair share fee agreement between the Board and the Association does not require any employee to become a member of the Association, nor shall the fair share fee exceed dues paid by members of the Association who are in the same bargaining unit. An internal rebate procedure by the Association and payments by employees holding religious and conscientious objections shall be governed by ORC 4117.09(C).

C. The amount of the fair share fee shall not be more than 100% of the unified dues of the Association. The Association Treasurer shall notify the Board Treasurer of the amount to be deducted by December 15. The fair share fees shall be deducted from the remaining number of payroll periods over which Association membership dues are deducted.

D. The Association agrees to indemnify and save the employer harmless against any and all claims that may arise out of or by reason of action taken by the employer in accordance with the terms of this Article.

ARTICLE VIII – FAIR TREATMENT AND DISMISSAL

A. Termination

1. The contract of a teacher may be terminated by the Board for gross inefficiency or immorality, for willful and persistent violation of regulations, or for any other good and just cause.

2. The procedures the Board must follow in terminating a contract of a teacher are outlined in the Ohio Revised Code, Section 3319.16.

3. Any member of the bargaining unit who has been notified of intent to dismiss must be informed of his/her right to counsel and Fayette Teachers' Association assistance, and representation. The Association has the right to be present at all dismissal proceedings. Any member who has been notified of intent to dismiss has the right to undertake with his/her representative a complete review of his/her own personal file.

B. Non-Renewal

1. Limited contract teachers employed by the Board after September 1, 2003, who have been employed for one (1) or fewer years, and who will not be rehired for the next school year, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring.

2. This nonrenewal procedure for teachers who have been employed for one (1) or fewer years and who were employed by the Board after September 1, 2003, supersedes all provisions of ORC §3319.11 and ORC §3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to ORC §3319.11 or ORC §3319.111, nor may they challenge the nonrenewal through the negotiated grievance procedure.

3. Limited contract teachers employed by the Board after September 1, 2003, and who have been employed for one (1) or fewer years and has been given notice of areas of improvement needed, may be offered a one-year contract with an improvement plan to be successfully completed prior to the end of the second contractual year. The improvement plan shall be determined, in written format, and agreed upon by June 1. The improvement plan shall include specific areas of concern with predetermined measurable goals for each listed area of concern. The improvement plan listed herein, is not in conjunction with the evaluation system listed in Article VI, but may be utilized for evaluation purposes if mutually agreed upon; otherwise, a separate professional growth/improvement plan must be created for evaluation purposes. If upon completion of the improvement plan the bargaining unit member has failed to meet the predetermined goals, the member may be nonrenewed.

4. The nonrenewal procedure for all other limited contract teachers not addressed in paragraphs 1, 2, and 3 above shall be in accordance with ORC §3319.11 or ORC §3319.111.

C. Discipline, Suspension and Termination

1. All disciplinary actions shall be in writing with reasons specifically stated. The Association President will be informed of any pending disciplinary action.

2. No bargaining unit member shall be terminated, officially reprimanded, disciplined, or suspended without due process and just cause. Any such action shall be subject to the grievance procedure set forth in the Agreement.

3. Prior to any formal action, the teacher shall be informed of his/her right to representation of his/her choice at the meeting in which the disciplinary action is to take place. The bargaining unit member has the right to attach a rebuttal to the reprimand.

4. Said teacher shall have the right to present evidence and/or witnesses and to otherwise respond to the allegation brought against him/her.

5. After thirty-six (36) months without further problems and/or adverse evaluations, all references to a particular disciplinary infraction shall be removed from the teacher's file.

ARTICLE IX – FINANCIAL DISCLOSURE

The Board shall provide the Association through its President or his/her designee all financial documents which are public records at no cost to the Association. The Association President and Board Treasurer will mutually agree to a delivery method.

ARTICLE X – GRIEVANCE PROCEDURE

A. Definitions

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of the policies or rules of the Board of Education, violation, misinterpretation or misapplication of a negotiated agreement, or a decision by a supervisory official involving the salaries, hours, employment conditions, and disciplinary action under such policies or rules may be perceived as a grievance as hereinafter provided.

2. The term "grievant" shall mean a teacher or group of teachers or the Association alleging some violation, misinterpretation, or misapplication of the Negotiated Agreement.

3. "Days" shall mean actual week days excluding Saturdays, Sundays, and holidays.

B. Rights of the Grievant and the Association

1. A grievant may appear on his/her own behalf and/or may be represented at any and all steps of the grievance procedure by the Association, except that he/she may not

be represented by an officer or employee of any teacher's organization other than the recognized Association.

2. The Association shall receive a written notice of each meeting held to resolve the grievance and shall be given a written copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.

3. The fact that an employee files a grievance shall not be recorded in his/her personal file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed the grievance procedure.

4. If a grievance appears to arise from the actions of an authority higher than the principal of a school and affects a group or class of teachers, or is concerned with a system wide policy, it may be submitted at Step II described below.

5. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances.

6. The Association when not acting as a member's representative shall be notified of all meetings regarding this procedure and a representative of the Association shall attend any and all such meetings including "executive sessions" of the Board to state the Association's position(s) regarding the issue at hand.

C. Time Limits

1. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

2. If an employee does not file a grievance within twenty (20) days after he/she knew or reasonably should have known of the act or condition on which the grievance is based, then the grievance shall be considered waived.

3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

5. All notices of hearings and dispositions of grievances shall be presented to the aggrieved and the Association and the date of receipt recorded thereon.

6. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

7. All other grievances submitted after May 15 of a school year shall be processed at any time mutually agreeable to by the parties in interest but no later than the beginning of the next school term.

D. Grievance Procedure

1. Informal Procedures - If a teacher believes there is basis for a grievance, he/she may first discuss the matter with his/her principal in an effort to resolve the problem informally. The teacher may be accompanied and/or represented by the Gorham Fayette Teachers' Association.

2. Grievances may be adjusted informally provided the adjustment is not inconsistent with the policies and rules of the Board or the negotiated agreement.

3. Representation may include acting as a spokesman and/or as an advisor.

4. If the informal procedure does not resolve the grievance, then the formal steps should be followed starting with Step I.

5. Any and all hearings shall be held at a time and place mutually agreeable to all parties.

6. Step I must be initiated within the twenty (20) day time limit set forth in Section (C)(2) above, unless a written extension of timelines is agreed to by the parties.

7. STEP I

If the grievance is not resolved within five (5) days of such informal meeting, he/she may present his/her formal claim by submitting a completed Grievance Report Form (see Appendix F), Step I. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance shall be submitted by the teacher to the immediate supervisor. Within five (5) days of receipt of the Grievance Report Form, the principal shall meet with the teacher (and/or his/her Association's representative) in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning it to the teacher. The Association and the Superintendent shall both be notified in writing as to such disposition of the grievance.

8. STEP II

a. If the teacher is not satisfied with the disposition of the grievance in Step I, the grievant and/or the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) days of receipt, the Superintendent shall meet with the grievant (and/or his/her Association's representative). Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step II and forwarding it to the teacher. The Association and the principal shall be notified in writing of said disposition.

b. If the Grievance Report Form is not forwarded by either the grievant or the Association to the Superintendent within five (5) days after the receipt of the disposition in Step I, the grievance shall be considered waived and further action barred.

9. STEP III

a. If the grievant is not satisfied with the disposition made by the Superintendent, then the grievant and/or the Association shall complete Grievance Report Form, Step III, and within five (5) days submit the grievance to the Board of Education by filing a copy with the Treasurer of the Board.

b. The Board, at its next regularly scheduled meeting or within two (2) weeks of the filing of the appeal, whichever shall occur later, shall meet with the aggrieved teacher and/or the Association representative and the Superintendent, to review such grievance in executive session. The disposition by the Board shall be made by completing the Grievance Report Form, Step III, within five (5) days of the meeting. A written notification of such disposition shall be furnished to the grievant, the Association, and the principal.

c. If the grievant and/or the Association fail to forward the Grievance Report Form to the Board within five (5) days after receipt of the disposition from the Superintendent (Step II), then the grievance shall be considered waived.

10. STEP IV

If the grievant is not satisfied with the disposition of the Board, the grievant may within five (5) days of receipt of the Board Disposition, submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceeding. Selection shall be made by alternate strike and

either party may request a second list of arbitrators. The arbitrator shall have no power to alter, add to, or subtract from this negotiated agreement, and his/her award shall be advisory upon the parties, Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be shared equally by the Board and the grievant.

ARTICLE XI – INSURANCES

A. Hospital/Surgical/Major Medical Insurance

1. The Board shall purchase Advantage HDHP medical insurance coverage, offered by and through the Northern Buckeye Health Plan, for each bargaining unit employee and his/her family. The Board will pay eighty-eight percent (88%) of single and family premium costs. The Board shall establish a Health Savings Account for each bargaining unit member that has the HDHP. The Board shall contribute to the HSA the equivalent of ninety percent (90%) of the annual deductible for the bargaining unit member's selection of coverage (single or family) for each year of the contract. Bargaining unit members shall receive two (2) equal payments of 50% of the contribution amount on January 1 and July 1 of each contract year. Bargaining unit members shall also have the right to receive the full contribution on January 1 of each contract year provided that such request is submitted to the Treasurer by December 10. New hires shall receive a pro-rated payment. Bargaining unit members who leave employment during the contract year are responsible for repaying 50% of the HSA contribution if they had chosen to receive a full contribution payment of 100% on January 1. Contributions will be waived for bargaining unit members any time there is a health insurance premium holiday.

   Summary of Northern Buckeye Health Plan medical insurance coverage shall be printed in Negotiated Agreement (Appendix I).

2. Part-time bargaining unit members shall be entitled to select the NBHP Advantage HDP plan provided by the Board. The Board will pay the prorated portion of the Board's obligation for the plan. For example, if a bargaining unit member works half (½) time, then the Board would pay (½) of the Board's obligation, according to paragraph 1 above, of the premium and the employee would pay the remainder.

3. Working Spouse Limitation: Working Spouse must enroll in their employer-sponsored health care plan as primary coverage.

4. Medical Insurance Waiver

Bargaining unit members will have the option of "opting out" of the Board's health insurance program in compliance with Section 125 of the Internal Revenue Code during the annual open enrollment period. Bargaining unit members opting out of coverage will have the option of receiving a stipend of $1,500 on the second pay of December for the calendar year. These stipends will be pro-rated for part-time employees opting out of health insurance.

Bargaining unit members will normally be prohibited from changing their election to participate in the health plan or to vary the level of benefits they have selected during the plan year. Plan years normally begin each January 1 and end on December 31. However, the employee may have the ability to change their previous election to opt out of health insurance for the following reasons:

a. The member becomes divorced or legally separated from his/her legal spouse.
b. The member's spouse, dependent, or beneficiary dies.
c. The member becomes permanently disabled.
d. The member marries.
e. The birth or legal adoption of a person who qualifies as the member's dependent.
f. Termination or commencement of the member's spouse's employment.
g. The member switches from part-time to full-time, or vice versa.
h. The member or his/her spouse takes unpaid leave of absence.
i. There is a significant change in health coverage for the member or the member's spouse.

If the member has a qualifying event as outlined immediately above, the stipend will be pro-rated.

Unless the member has a change in family status as outlined immediately above, the member will only be permitted to change his/her election in November, which becomes effective on January 1 of the following plan year.

B. Dental Insurance

The Board agrees that it will provide the bargaining unit members a choice of plans for dental coverage offered by and through the Northern Buckeye Health Plan. The Board shall purchase the employee's choice from a carrier licensed by the State of Ohio dental insurance coverage for each certificated employee and his/her family. The Board will pay eighty-eight percent (88%) for the Dental Insurance premium.

C. Life Insurance

The Board will purchase Forty Thousand Dollars ($40,000) term life insurance for each certificated employee. The full cost of such insurance and any increase thereof shall be paid by the Board. In addition, each eligible employee will be allowed to purchase additional term life insurance at the employee's cost from the insurance company selected by the Board pursuant to the rules and regulations of the carrier.

D. Vision Insurance

The Board shall provide vision insurance from a choice of plans offered by and through the Northern Buckeye Health Plan, for each bargaining unit member and his/her family. Each bargaining unit member shall have the option of a single or a family plan. The plan shall include the following: $20 Total Co-payment; Exams every 12 months, Lenses every 12 months, and Frames every 24 months. The Board will pay eighty-eight percent (88%) of the vision insurance premium costs.

E. Bargaining unit members have the option to decline vision and dental insurance at yearly enrollment periods. Bargaining unit members may opt to reenroll during each open enrollment period without penalty to the bargaining unit member.

ARTICLE XII – LEAVES OF ABSENCE

A. Sick Leave

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1-1/4) work days with pay for each completed month of service for a total of fifteen (15) days per year. Sick leave may accumulate to the maximum of three hundred (300) days.

2. Bargaining unit members without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. Those employees who remain employed by the Board will be allowed to restore advanced sick leave during subsequent years.

3. Bargaining unit members who are on paid sick leave are still in the service of the District, and accumulate sick leave credit. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:

   a. Personal illness or any medical need;

b. Pregnancy;

c. Injury;

d. Exposure to contagious disease which could be communicated to others; or

e. Absence due to illness, injury or death in the employee's immediate family (ORC 3319.141).

f. Death of a member of the immediate family [not to exceed five (5) days per member].

The immediate family is defined as husband, wife, children, mother, father, sister, brother, grandparents, grandchildren, in-laws and step family members of the same title, or members of the same household.

4. One (1) day for the death or serious illness of a relative outside the immediate family as approved by the Superintendent. Leave request must be submitted to the Superintendent and acted upon prior to such leave. Use of sick leave for this purpose shall not exceed three (3) days per year without loss of pay.

5. For death of a close friend, one (1) day per year may be allowed by the Superintendent without loss of pay.

6. Any employee of the Board of Education who is absent more than five (5) consecutive days must present a doctor's statement to the Superintendent indicating that the absence was due to illness.

B. Professional Leave

1. Professional leave days at the discretion of the teacher and Superintendent may be used by certified teachers to attend professional meetings relating to their specific teaching area or to observe an outstanding classroom program. The Board's expenditure for all requested professional leave by all bargaining unit members shall not exceed Six Thousand Dollars ($6,000) per school year from the general fund. This shall not include administration-initiated workshops or training. Registration fees, scheduled meals as offered on the program, and housing for the meeting and mileage will be paid by the Board of Education. The Board shall also reimburse up to Twenty-Five Dollars ($25.00) per member per professional leave day for meals not offered on the program. The meal reimbursement is for occasions when the meetings require the member to remain overnight. Reimbursement shall follow IRS guidelines and Educator Code of Conduct. A report of the meeting attended will be made to the staff, administration or the Board of Education if requested.

2. a. All professional leave requests must be turned in two (2) weeks in advance.

b. The teacher shall suffer no loss of pay and/or benefits while on professional leave.

3. The Board delegates authority regarding Professional Leave decisions to the Superintendent.

C. Personal Leave

1. A teacher shall be entitled to three (3) unrestricted personal leave days per year, except as noted in paragraphs 2 and 3 below.

2. The use of personal leave days will not reduce the number of earned sick leave days already accumulated. The teacher will notify his/her building principal that a personal leave day is being taken at least five (5) days in advance except in case of emergency. Personal leaves will be granted on a first come basis with no more than ten percent (10%) of the staff being granted personal leave on any given day except that requests for emergency personal leave will be considered separately.

3. Personal leave applications for leave to be used in May must have prior approval of the Superintendent or designee, and such leave may not be used without such prior approval.

4. If personal leave days are not used, the bargaining unit member will be paid at the substitute rate for each unused day. Bargaining unit members will also have the option to select up to two (2) unused personal leave days to be credited to sick leave in lieu of compensation at the substitute rate or will be permitted to have one (1) unused personal leave day carried over into the following school year, not to exceed a total of four (4) available personal leave days to be used in any given school year.

This payment will be included in the second pay of June each year.

D. Maternity/Paternity or Adoption Leave

1. The Board shall grant a parental leave without pay for bargaining unit members requesting such leave. This leave shall include cases of adoption. The leave shall not be for longer than one school year. A bargaining unit member may use up to 30 consecutive work days of Sick Leave, from the birth of the baby, for the purpose of Maternity/Paternity Leave. If birth occurs during a break in the school year, days begin from the date of birth of the baby not the start or resumption of the school year. Additional days would necessitate certification by a physician. Staff on a year leave of absence would not qualify for sick leave usage.

2. The bargaining unit member shall submit a written request to the Superintendent, specifying the proposed dates the leave is to commence and terminate. The request

shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin. This provision may be waived by the Superintendent.

3. The Board may require that the termination of such leave coincide with the end of a semester.

4. Upon return to service at the expiration of such leave the bargaining unit member shall resume the contract status which he/she held prior to such leave.

5. A teacher on parental leave shall be granted the option of continuing group insurance coverage. This coverage shall be at the teacher's expense. The teacher's right to such coverage shall be subject to approval of the insurance carrier.

E. Medical Leave

A leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof.

1. The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the teacher will be unable to return to work because of illness.

2. If a teacher has been granted a leave of absence without pay for less than two (2) years and requests an extension of that leave of absence, then the Board will grant the requests as long as the total time of the leave does not exceed two (2) years.

F. Sick Leave Bank

Only bargaining unit members who conform to the following criteria and voluntarily contribute to the sick leave bank shall be eligible to derive benefits from the sick leave bank.

1. Bargaining unit members desiring membership in the sick leave bank shall enroll within fifteen (15) working days of any open enrollment period, which includes the first fifteen (15) days of each working year, as well as when there is committee approval to open during the year depending on unforeseen circumstances. (See Appendix H for Sick Leave Bank Participation Form.).

2. If the bargaining unit member drops from the sick leave bank during the open enrollment period, all sick leave donated by the individual shall remain in the bank.

3. The bargaining unit member must have one year of service in the Gorham Fayette District and have accumulated sick leave of five (5) or more days to be eligible to use the sick leave bank, or may be waived with a full committee approval.

4. Members of the bank shall contribute three (3) days to initially enroll. If the number of days in the sick leave bank totals sixty (60) or fewer days, the committee, at its discretion, may establish other open enrollment periods during the school year. Members of the sick leave bank may donate up to an additional ten (10) days during any open enrollment period.

5. The Sick Leave Bank Committee shall transmit all information generated due to an open enrollment period to the Treasurer of the District within fifteen (15) working days of the close of the open enrollment period.

6. When a member returns to work after being granted days from the Sick Leave Bank, he/she will repay the borrowed days at the rate of four (4) days per year while employed by the district. Days will be deducted upon completion of the contracted school year.

Administration of the Sick Leave Bank and Procedures

1. The sick leave bank is the sole and exclusive right of the Committee to administer.

2. Each building in the Gorham Fayette Local School District, Elementary and Jr./Sr. High School, shall have one member representative elected by the members of the Association. In addition, an officer of the Association shall serve as a representative. The Superintendent and Building Principal of the bargaining unit member applying for withdrawal from the bank shall represent the Board of Education. Each representative shall have an equal vote.

3. The Association Officer shall preside as the chairperson over the committee meetings and is responsible for calling meetings when necessary. The chairperson shall handle all communication to the Board's Treasurer in regard to sick leave day advancement to any applicant.

4. After the request and use of five (5) days advanced sick leave, members may make application to the Sick Leave Bank Committee by completing the "Application for Sick Leave Withdraw" (See Appendix G for Employee Application for Sick Leave Withdraw Form.) and submitting the completed form to the chairperson with a signed doctor's statement if applicable. The request may be submitted by the bargaining unit member or by a person acting on behalf of the bargaining unit member in the event the member is unable to file the request.

5. The decision of the committee is final and binding on the applicant and thus is not subject to the grievance procedure.

6. The request for sick leave day(s) from the bank shall be considered for catastrophic reasons related to conditions due to the following:

    a. Severe personal illness.

b. Attend to severe illness in the immediate family; spouse, child, mother, father, brother, sister, grandparent, aunt, uncle, respective in-laws, or any other person who assumes a similar relationship to the employee.

c. Death within the immediate family.

d. Persons in need of additional days due to the birth of a child or the adoption of a child and, due to compelling reasons, require additional time. Days may not be received from the Bank for absences due to child birth (natural or cesarean section). Utilization of the Sick Leave Bank for complications arising from pregnancy or child birth may be authorized by the Sick Leave Bank Committee.

7. Requests for day(s) from the sick leave bank can be made prior to the expiration of the bargaining unit member's accumulated sick leave days.

8. A member must make application for STRS disability during the first thirty (30) days of the sick leave bank. If an employee fails or refuses to make application for STRS disability within thirty (30) days from the date of first draw, they will lose the privilege of using the sick leave bank beyond the initial thirty (30) days. The employee may continue to use the sick leave bank until the STRS disability decision is rendered. If application for STRS disability is denied, the employee may apply for continued withdraws from the sick leave bank. This restriction may be waived by the Sick Leave Bank Committee.

9. Contributions to the Sick Leave Bank shall not count against a member's severance calculations.

10. At the end of each year, the chairperson of the Sick Leave Bank Committee and the Treasurer shall reconcile the balance of the days in the sick leave bank and the roster of members participating in the bank. Also at the end of the year, the sick leave bank committee shall review the guidelines of the sick leave bank and its use. If the committee deems changes need to be made, the chairperson will present these concerns to the Associations Executive Committee. The Executive Committee will then discuss and vote on the proposals. Any changes will then be put into a Memorandum of Understanding and bargaining unit members will be notified of any changes. The Sick Leave Bank Committee for purposes of this paragraph shall include the District Treasurer and the Superintendent's designee in place of the building principal listed in paragraph #2 above.

11. All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

G. Legal Obligations

In the case of jury duty, or when subpoenaed by the court, the Board will grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between such employee's regular compensation and the remuneration received for serving as a juror. Remuneration for jury duty shall be remitted to the Treasurer's office.

H. Educational Leave

1. A leave with pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the teacher's assignment. The pay for this leave shall be equal to the difference between the regular salary of the teacher taking the leave and the amount paid to the substitute.

2. In order to apply for this leave, the teacher must have completed five (5) years of employment in the school district.

3. In the event the employee who is granted educational leave under the provisions of this article fails to return to the school district (except in the case of death or disability as recognized by STRS) and teach for two full school years, after the expiration of the leave, shall be required to pay back to the Board of Education the full cost of salary and benefits paid and provided to the employee while on educational leave. If the individual returned for one full year immediately after the educational leave, they would only pay back half the cost of salary and benefits paid and provided to them while on educational leave. Payment to the Board would be made by the effective date of the resignation.

I. Assault Leave

1. Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code the employer will grant assault leave not to exceed ten (10) days to members of the bargaining unit absent due to injury resulting from physical assault under the following conditions:

   a. Any bargaining unit member who is absent from his/her duties due to injury resulting from an assault which occurs in the course of the employee's Board employment, on or off school premises before, during, or after school hours in a school related Board approved function or activity will be paid his/her compensation until said employee is able to return to duty. This period of absence as defined in this provision shall be termed "assault leave".

2. Before assault leave can be approved, the bargaining unit member shall meet the following conditions:

   a. Furnish the Superintendent a written, signed statement (unless physically impossible to do so) describing the circumstances and events surrounding the physical assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and the description of injuries sustained by each victim of the assault.

   b. A written medical report shall be filed by a licensed physician stating the nature of the injury and its duration with the Superintendent.

J. General Leave Provisions

1. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they reimburse the Board for premium costs and any other related costs as authorized by COBRA. Those individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the Contract.

2. Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent who will in turn forward it to the Board for action.

3. The Board of Education shall comply with the requirements of the Family Medical Leave Act. It will be at the teacher's option to determine whether to use leave under FMLA concurrent with any other leave for which the teacher may be eligible under the terms and conditions of this Negotiated Agreement up to a maximum of thirty (30) days. The FMLA year shall be August 1 - July 31.

4. Calendar days shall be utilized for unpaid leave to meet FMLA requirements. Only scheduled work days as determined by the adopted school calendar shall be construed as days for unpaid leave.

5. Unpaid leave shall only be granted when personal days are exhausted.

6. The bargaining unit member shall complete necessary documentation required for absences prior to any scheduled absence.

ARTICLE XIII – LONGEVITY PAY

Bargaining unit members with twenty (20) to twenty-four (24) years of experience shall receive longevity pay of $1,000.00 in addition to their salary. Bargaining unit members with twenty-five (25) or more years of experience shall receive longevity pay of $1,500.00 in addition to their salary. Rehired retirees shall not be eligible to receive longevity pay.

ARTICLE XIV – MISCELLANEOUS

A. Non-Discrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or position within the bargaining unit.

B. Inclusion

Classroom teachers who have assigned to their class a student who has been identified as handicapped under the Individuals with Disabilities Act (IDEA) shall be part of the student's team which develops the student's Individualized Education Plan (IEP) and have direct input into the student's IEP. Additionally, such teachers shall be provided training, in-service programs and professional assistance to enable the teacher to implement the student's IEP. Such training, in-service programs, and/or professional assistance shall be provided on release time or the teacher shall be paid his/her hourly rate for the time involved. Teachers shall not be required to render any non-emergency services to a student or perform custodial care.

C. Split Classes

1. When there is the necessity to have split classes, the situation will be discussed with the teacher(s) involved before the final scheduling assignment.

2. There shall be a maximum of sixteen (16) students in a split class consisting of two groups of students to be instructed within the classroom.

3. There shall be a maximum of twenty (20) students in a blended class consisting of one group of students to be instructed within the classroom and one group of students through the virtual learning environment.

4. The courses included in a split class shall be related.

5. The Administration will work with the teacher(s) to secure volunteers to assist in the class if the teacher desires to have volunteer(s).

ARTICLE XV – PERSONNEL FILES

A. The Board shall provide for the maintenance of an employment record of each bargaining unit member of the Gorham Fayette Local Schools.

B. It is mandatory that items one through six be deposited in each employee's file:

1. The original copy of all evaluations and any response.

2. Copies of all certificates.

3. Official transcripts of undergraduate and graduate work completed.

4. Copies of requests for transfer, leaves, and replies to such from the Administration.

5. Copies of all contracts, current and past.

6. Application for employment.

C. General

1. Any post employment materials in a teacher's personnel file may be reviewed by the teacher at a mutually agreed upon time.

2. The teacher shall receive upon request copies of any material in the file.

3. Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file.

4. Letters received from parents and others regarding a teacher shall be reviewed by the principal and the bargaining unit member involved.

5. A teacher may send a reply regarding any written evaluation to the appropriate administrator. Such reply will be attached to the original evaluation.

6. Prior to the placement in his or her personnel file, a teacher shall be entitled to review all information related to the teacher's performance, and to have present at such review a representative of the teacher's choice. The teacher may respond in writing to such information and may have the response affixed to the information. The teacher shall initial and date such information prior to such information being placed in the file. Should a teacher refuse to initial any information the refusal shall be witnessed by signature and the material then placed in the file.

ARTICLE XVI – REDUCTION IN FORCE

A. If the Board determines it necessary to reduce the number of bargaining unit positions for any of the reasons provided for in Section 3319.17 of the Ohio Revised Code, or because of shortage of funds, the Board of Education shall proceed with such reduction in the following manner:

B. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation and in compliance with the requirements of HB 153 and ORC 3319.17. Those contracts to be suspended will be as follows:

1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

2. Seniority will be defined as the total years continuously employed in the Gorham Fayette Local School District.

    a. Board-approved leaves of absences will not interrupt seniority. Time spent on such leave shall count towards seniority.

    b. If two or more teachers have the same length of continuous service, seniority will be determined by:

        1) the date of the Board meeting at which the teacher was hired; and then by

        2) the date the teacher signed his/her initial employment contract in the district; and then by

        3) any remaining ties will be broken by lot.

3. Recommendations for reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace the teacher who holds a lower position on a seniority list for another area of certification. Any such election must be made at the time the teacher is notified he/she will be affected.

4. Factors other than seniority and contract status may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate

that the use of some other factor is necessary to achieve an educational goal that could not be met by strict adherence to seniority and contract status.

C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 36 months from the date of the reduction. Teachers on the recall list will have the following rights:

1. No new teacher will be employed by the Board while there are teachers on the recall list who are certified for the vacancies.

2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.

3. If a vacancy occurs, the Board will send an email to the last-known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within fourteen (14) calendar days of the email. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within fourteen (14) calendar days, or who declines to accept the position, will forfeit all recall rights.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of the layoff.

D. The parties agree that these procedures apply only to the suspension of contracts under Section 3319.17 or because of shortage of funds. This article shall not require the Board of Education to fill any vacancies nor shall it interfere with any other lawful professional procedures in the district.

E. The Association shall be notified of reason(s) for RIF prior to implementation.

F. The Board shall provide the Association with a list of positions to be eliminated prior to the implementation of RIF.

G. The Board shall provide the Association with a list of employees to be affected by the RIF prior to implementation.

H. The Board shall notify the Association thirty (30) days in advance of the RIF implementation date concerning items a. through c. above.

I. The transfer, reassignment, or job reclassification prior to implementation of RIF that would cause a senior employee to be laid off before a junior employee is prohibited.

J. Acceptance or rejection of employment as a casual substitute shall not constitute the basis for an employer challenge to an employee's entitlement to unemployment compensation benefits.

ARTICLE XVII – SAFETY AND HEALTH

It is recognized by both the Board and the Association that safety is a common concern and a common responsibility. The Board will continue to make reasonable efforts to provide safe and healthful working conditions. No employee shall be required to use any equipment which is in an unsafe condition.

ARTICLE XVIII – STRS PICKUP

The Board of Education shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked-up" by the Board as contemplated by Internal Revenue Service, Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teachers Retirement System of Ohio contribution which has been designated as "picked-up" by the Board, and that the amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "picked-up", nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

ARTICLE XIX – SUPPLEMENTAL CONTRACTS

A. If the Board extends a contract to a member of the bargaining unit for a position listed on the following supplemental salary schedule, then said member shall be paid in accordance with the schedule.

B. Percentage is computed on beginning B.S. column of current salary schedule.

C. Pay would be made in four equal payments over the period of the supplemental contract provided the last payment is not made until the completion of all duties.

D. District experience is computed in each position title. A higher level of coaching or advisor experience in the District shall count toward total experience for that sport or activity. Seventh (7th), eighth (8th), and ninth (9th) grade basketball coaching experience in the District shall be cumulative.

E. No member of the bargaining unit shall receive less than the previous years compensation level if serving in the same supplemental contract capacity.

F. When two (2) or more people share a position, payment for each shall be on a pro rata basis according to each individual's experience.

G. The Board may grant service credit to coaches and advisors who have gained experience at another District.

ARTICLE XX – VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Posting of Vacancies

1. A vacancy is an opening resulting from the resignation, retirement, termination or reassignment of a full-time employee which the Superintendent decides to fill, or resulting from the creation of a new position. Whether to fill a vacancy or replace an employee shall be at the sole discretion of the Board.

2. Vacancies shall be filled on the basis of the educational needs of the District and qualifications of applicants. The primary consideration shall be educational needs of the District. The qualifications of applicants which will be considered include, but are not necessarily limited to, certification, teaching experience in the area involved, evaluations, and seniority in the Gorham Fayette Local School District.

3. When the Superintendent determines that a vacancy exists in a teaching position, he/she shall cause a notice to be posted at each school and via the school's electronic mail system. The vacancy shall be posted for at least five (5) working days. Vacancies may be posted in an external venue concurrently with internal postings. A copy of posting shall be sent to the GFTA President.

4. The posting shall include the following information:

   a. Position available.

   b. Requirements for job.

   c. Deadline for application.

   d. Effective starting date.

   e. Any additional pertinent information.

5. A new application is necessary for each position posted. Current full-time employees shall be transferred voluntarily before an individual new to the system is employed. In the event two or more current employees apply for the same vacancy, the administration reserves the right to make the transfer.

6. Current full-time and part-time employees shall be given first consideration for a voluntary transfer before an individual new to the system is employed.

7. Teachers who wish to be advised of vacancies during the summer shall notify the Superintendent in May by email, and indicate which types of vacancies they are interested in. Teachers who have expressed interest in vacancies by email shall be notified by email of vacancies arising after May 30.

8. Vacancies in supplemental positions shall be posted and shall be offered to qualified bargaining unit members prior to outside posting. If no qualified bargaining unit member applies for the vacancy, the vacancy may be filled by a non-bargaining unit member.

9. Once a person has been awarded a supplemental position, the Board may continue to rehire that person at its discretion from year to year in the same or similar position and the provisions of O.R.C. §3313.53 shall be waived.

B. Transfer Assignment

1. A teacher being transferred shall have the right to a conference with the Superintendent or his designee. The conference shall be scheduled at a mutually agreeable time upon request by the teacher. Written reason(s) for the transfer shall be provided at the conference.

2. Teachers who have been transferred shall maintain the right to apply for any vacancy posted in the District.

3. The administration reserves the right to assign and transfer teachers, provided only that teachers shall not be transferred for disciplinary or punitive reasons.

C. Fayette Virtual Academy

With specific regard to the Fayette Virtual Academy (FVA), the Parties acknowledge and agree that they shall negotiate on matters of wages, hours and other terms and conditions of employment as it relates to FVA. Furthermore, the Board shall follow the vacancy procedures described herein in determining whether to fill or not fill any vacancy on a subject for which there was face-to-face instruction. The board acknowledges that every effort will be made to replace a face-to-face instructor with a similar type of instruction before a virtual instructor is assigned. Whether to fill a vacancy or replace an employee shall be at the sole discretion of the Board as provided by Article II and Article XVI of the collective bargaining agreement.

ARTICLE XXI – WORK YEAR, WORK DAY

A. The work year for bargaining unit members shall not exceed one hundred eighty-five (185) days, which shall include:

176 days	-	Student Instruction
2 days	-	Parent-Teacher Conferences
4 days	-	Records/Work
2 days	-	Teacher Inservice
1 day	-	Teacher Self-Directed Professional Day

B. Duties beyond the one hundred eighty-five (185) day limit shall be subject to "extended time" contracts and equal to or exceeding the one hundred and eighty-five (185) day per diem remuneration rate.

C. The teacher work day shall be seven-and-one-half (7-1/2) hours and shall begin and end at times set by the Board and shall include a thirty (30) minute duty free lunch. The supervising principal/administrator will determine daily scheduled hours for the part-time staff. The scheduled time may or may not include duty time before, after, or during the scheduled hours; to be determined by the principal/administrator. Compensation will be based on the scheduled hours proportionate to the 7.0 hours of a full instructional day. Hence, any days above 15 cancelled calamity days will be made up to meet State of Ohio/ODE standards.

D. Full-time teachers shall be provided planning time in accordance with state minimum standards.* Part-time teachers employed less than six hours per day will be provided pro-rated planning time based on a 200 minute: six hour ratio. In the event there is a change in the state minimum standards pertaining to planning time, the parties shall meet to negotiate the effect of the change on working conditions.

E. Any teacher who supplies coverage for a staff member as requested by an administrator and does not get his/her scheduled planning time because a substitute was not available shall be compensated his/her prorated hourly rate for the preparation time missed.

*The schedule for each full-time equivalent classroom teacher, who is assigned to a school with a teacher day of six hours or longer exclusive of the lunch period, shall include at least two hundred minutes per week of instructional planning and evaluation and conferences. (Source: ODE - Elementary and Secondary Schools MINIMUM STANDARDS)

ARTICLE XXII – SEPARABILITY

A. If any provision of this agreement or any application of this agreement to any bargaining unit member or employee, or group of bargaining unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be

deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

B. It is further agreed that within ten (10) days of receipt of notification of the court's actions, negotiations shall commence on such matters.

C. In the event agreement is not reached within twenty (20) days after negotiations have begun, the impasse procedure of this Agreement shall apply.

D. All understandings and/or agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of this collective bargaining Agreement.

ARTICLE XXIII – TERRITORIAL TRANSFER PROVISIONS

In the event the possible transfer of all or more than ten percent (10%) of the school district's territory is initiated by any statutory, administrative or other means, or by the Board of Education, the Board of Education will notify the Association within five (5) days of the date on which the Board of Education receives notice of such initiation of transfer proceedings. When requested after receiving such notice, the Board shall meet with the Association and discuss the effects of the transfer.

ARTICLE XXIV – DRUG TESTING

A. All teachers shall be subject to a drug or alcohol test if reasonable suspicion exists.

B. All costs for such drug or alcohol testing shall be borne by the Board.

C. The second copy of drug test results shall be mailed directly to the staff member.

D. If a teacher tests positive, he/she shall be notified that he/she may take a second test from a different lab at the Board's expense.

E. Any testing shall be done at the testing lab or at a school site.

F. Any teacher testing positive will be subject to disciplinary action up to and including termination. Any teacher refusing to submit to a test shall be deemed insubordinate and subject to discipline up to and including termination.

G. Any teacher who voluntarily requests drug and/or alcohol rehabilitation prior to a request for testing pursuant to paragraph A above shall be provided with a Board-selected and Board-approved employee assistance program at Board expense. Such teachers shall be eligible for leaves of absence where appropriate and necessary.

ARTICLE XXV –FAYETTE VIRTUAL ACADEMY

DEFINITIONS

The Parties agree that the FVA as currently implemented shall be considered a part of the Fayette Local School District and shall follow all current contract language which is relevant to the operation of the FVA.

ARTICLE XXVI – DURATION OF AGREEMENT

A. This Agreement shall be effective as of August 1, 2026, and shall continue in effect until July 31, 2029. This agreement shall not be extended orally, and it is expressly understood that it shall expire in the date indicated, unless it is extended in writing.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries.

Gorham Fayette Teachers' Association

5/11/26

By: _____

Date: 5/11/26

By: _____
Secretary

Fayette Board of Education

By: _____

Date: 5-11-2026

By: _____
Treasurer

APPENDIX A

GORHAM FAYETTE LOCAL SCHOOL DISTRICT
2026-2029 TEACHER SALARY INDEX AND STEP SCHEDULE

Step	Bachelors	140 Sem. Hrs.	150 Sem. Hrs.	Masters	Doctorate
Index	0.0443	0.0459	0.0474	0.0528	0.0544
0	1.0000	1.0300	1.0600	1.1240	1.1784
1	1.0443	1.0759	1.1074	1.1768	1.2328
2	1.0886	1.1218	1.1548	1.2296	1.2872
3	1.1329	1.1677	1.2022	1.2824	1.3416
4	1.1772	1.2136	1.2496	1.3352	1.3960
5	1.2215	1.2595	1.2970	1.3880	1.4504
6	1.2658	1.3054	1.3444	1.4408	1.5048
7	1.3101	1.3513	1.3918	1.4936	1.5592
8	1.3544	1.3972	1.4392	1.5464	1.6136
9	1.3987	1.4431	1.4866	1.5992	1.6680
10	1.4430	1.4890	1.5340	1.6520	1.7224
11	1.4873	1.5349	1.5814	1.7048	1.7768
12	1.5316	1.5808	1.6288	1.7576	1.8312
13	1.5759	1.6267	1.6762	1.8104	1.8856
14	1.6202	1.6726	1.7236	1.8632	1.9400
15	1.6645	1.7185	1.7710	1.9160	1.9944
16			1.8184	1.9688	2.0488
18				1.9988	2.1032
20	1.7088	1.7644	1.8658	2.0216	2.1576
22				2.0516	2.2120
23	1.7531	1.8103	1.9132	2.0744	2.2664
25	1.7974	1.8562	1.9606	2.1272	2.3208
29	1.8417	1.9021	2.0080	2.1800	2.3752

APPENDIX B

FAYETTE LOCAL SCHOOLS
SALARY SCHEDULE
2026-2027

Base = $42,068

Step	BA	BA140	BA150	MA	Doctorate
0	42,068	43,330	44,592	47,284	49,573
1	43,932	45,261	46,586	49,506	51,861
2	45,795	47,192	48,580	51,727	54,150
3	47,659	49,123	50,574	53,948	56,438
4	49,522	51,054	52,568	56,169	58,727
5	51,386	52,985	54,562	58,390	61,015
6	53,250	54,916	56,556	60,612	63,304
7	55,113	56,846	58,550	62,833	65,592
8	56,977	58,777	60,544	65,054	67,881
9	58,841	60,708	62,538	67,275	70,169
10	60,704	62,639	64,532	69,496	72,458
11	62,568	64,570	66,526	71,718	74,746
12	64,431	66,501	68,520	73,939	77,035
13	66,295	68,432	70,514	76,160	79,323
14	68,159	70,363	72,508	78,381	81,612
15	70,022	72,294	74,502	80,602	83,900
16			76,496	82,823	86,189
18				84,086	88,477
20	71,886	74,225	78,490	85,045	90,766
22	71,886	74,225	78,490	86,307	93,054
23	73,749	76,156	80,484	87,266	95,343
25	75,613	78,087	82,479	89,487	97,631
29	77,477	80,018	84,473	91,708	99,920

APPENDIX C

FAYETTE LOCAL SCHOOLS
SALARY SCHEDULE
2027-2028

Base = $43,751

Step	BA	BA140	BA150	MA	Doctorate
0	43,751	45,064	46,376	49,176	51,556
1	45,689	47,072	48,450	51,486	53,936
2	47,627	49,080	50,524	53,796	56,316
3	49,566	51,088	52,597	56,106	58,696
4	51,504	53,096	54,671	58,416	61,076
5	53,442	55,104	56,745	60,726	63,456
6	55,380	57,113	58,819	63,036	65,837
7	57,318	59,121	60,893	65,346	68,217
8	59,256	61,129	62,966	67,657	70,597
9	61,195	63,137	65,040	69,967	72,977
10	63,133	65,145	67,114	72,277	75,357
11	65,071	67,153	69,188	74,587	77,737
12	67,009	69,162	71,262	76,897	80,117
13	68,947	71,170	73,335	79,207	82,497
14	70,885	73,178	75,409	81,517	84,877
15	72,824	75,186	77,483	83,827	87,257
16			79,557	86,137	89,637
18				87,449	92,017
20	74,762	77,194	81,631	88,447	94,397
22	74,762	77,194	81,631	89,760	96,777
23	76,700	79,202	83,704	90,757	99,157
25	78,638	81,211	85,778	93,067	101,537
29	80,576	83,219	87,852	95,377	103,917

APPENDIX D

FAYETTE LOCAL SCHOOLS
SALARY SCHEDULE
2028-2029

Base = $45,501

Step	BA	BA140	BA150	MA	Doctorate
0	45,501	46,866	48,231	51,143	53,618
1	47,517	48,955	50,388	53,546	56,094
2	49,532	51,043	52,545	55,948	58,569
3	51,548	53,132	54,701	58,350	61,044
4	53,564	55,220	56,858	60,753	63,519
5	55,579	57,309	59,015	63,155	65,995
6	57,595	59,397	61,172	65,558	68,470
7	59,611	61,486	63,328	67,960	70,945
8	61,627	63,574	65,485	70,363	73,420
9	63,642	65,662	67,642	72,765	75,896
10	65,658	67,751	69,799	75,168	78,371
11	67,674	69,839	71,955	77,570	80,846
12	69,689	71,928	74,112	79,973	83,321
13	71,705	74,016	76,269	82,375	85,797
14	73,721	76,105	78,426	84,777	88,272
15	75,736	78,193	80,582	87,180	90,747
16			82,739	89,582	93,222
18				90,947	95,698
20	77,752	80,282	84,896	91,985	98,173
22	77,752	80,282	84,896	93,350	100,648
23	79,768	82,370	87,053	94,387	103,123
25	81,783	84,459	89,209	96,790	105,599
29	83,799	86,547	91,366	99,192	108,074

APPENDIX E

GORHAM FAYETTE LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY INDEX

	Percentage			
Position	0-2 Years Experience	3-5 Years Experience	6-8 Years Experience	9+ Years Experience
Boys Varsity Basketball	17	18	19	20
Boys Varsity Basketball Assistant	6	6.5	7.0	7.5
Girls Varsity Basketball	17	18	19	20
Girls Varsity Basketball Assistant	6	6.5	7.0	7.5
Varsity Volleyball	12	13	14	15
JV Volleyball	8.25	8.75	9.25	9.75
Varsity Baseball	10	10.5	11	11.5
Varsity Baseball Assistant	6	6.5	7.0	7.5
Instrumental Music	8.25	8.75	9.25	9.75
Girls JV Basketball	12	13	14	15
Boys JV Basketball	12	13	14	15
Varsity Track (2) *	8.25	8.75	9.25	9.75
Varsity Golf (2) *	8.25	8.75	9.25	9.75
Varsity Softball	10	10.5	11	11.5
Varsity Softball Assistant	6	6.5	7.0	7.5
Varsity Cross Country	8.25	8.75	9.25	9.75
Archery (2) *	8.25	8.75	9.25	9.75
Archery Assistant	6.25	6.75	7.25	7.75
Boys 9th Grade Basketball	5	5.5	6	6.5
Girls 9th Grade Basketball	5	5.5	6	6.5
Girls 8th Basketball	6.25	6.75	7.25	7.75
Boys 8th Basketball	6.25	6.75	7.25	7.75
Boys 7th Basketball	6.25	6.75	7.25	7.75
Girls 7th Basketball	6.25	6.75	7.25	7.75
Junior High Girls Basketball – 1 person coaching both Girls teams (2 teams, 2 games)	8.5	9.0	9.5	10
Junior High Girls Basketball – 1 person coaching both Girls teams (1 team, 1 game)	6.25	6.75	7.25	7.75
Junior High Boys Basketball – 1 person coaching both Boys teams (2 teams, 2 games)	8.5	9.0	9.5	10
Junior High Boys Basketball – 1 person coaching both Boys teams (1 team, 1 game)	6.25	6.75	7.25	7.75
Varsity and JV Cheerleaders	6.25	6.75	7.25	7.75

	Percentage			
Position	**0-2 Years Experience**	**3-5 Years Experience**	**6-8 Years Experience**	**9+ Years Experience**
Junior High Track *	6.25	6.75	7.25	7.75
Assistant Cross Country/Junior High CC	6.25	6.75	7.25	7.75
Junior High Golf *	5.00	5.50	6.00	6.50
Junior High Volleyball – 1 person coaching both teams (2 teams, 2 games)	7.25	7.75	8.25	8.75
Junior High Volleyball – 1 person coaching each team (1 team, 1 game)	6.00	6.50	7.00	7.50
Community and School Fitness Supervisor	6.00	6.50	7.00	7.50
Community and School Fitness Assistant Supervisor	5.00	5.50	6.00	6.50
Yearbook - (each)	5.00	5.50	6.00	6.50
National Honor Society	6.25	6.75	7.25	7.75
Art Club	5.00	5.50	6.00	6.50
7, 8, & 9 Cheerleaders	4.00	4.50	5.00	5.50
7, 8, & 9 Cheerleaders/Varsity Assistant	5.00	5.50	6.00	6.50
Prom Director	4.00	4.50	5.00	5.50
Vocal Music	4.00	4.50	5.00	5.50
Quiz Bowl Advisor(s) Total	4.00	4.50	5.00	5.50
Language Club	4.00	4.50	5.00	5.50
Play Director (per play)	4.00	4.50	5.00	5.50
11 & 12 Grade Advisor(s) – (each)	4.00	4.50	5.00	5.50
10th Grade Advisor - (each)	2.00	2.50	3.00	3.50
9th Grade Advisor – (each)	2.00	2.50	3.00	3.50
STEAM/Science Club	4.00	4.50	5.00	5.50
Explorer Program Coordinator	2.00	2.50	3.00	3.50
LPDC (Chairperson Only)	4.00	4.50	5.00	5.50
Building Leadership Team (3 staff) (Junior High/High School)	2.00	2.50	3.0	3.5
Building Leadership Team (3 staff) (Elementary)	2.00	2.50	3.00	3.50
Public Relations Coordinator	3.00	3.50	4.00	4.50
Student Council (Junior High)	3.00	3.50	4.00	4.50
Student Council (High School)	3.00	3.50	4.00	4.50
Preschool Coordinator	3.00	3.50	4.00	4.50

*** Number of positions will be determined by administration based upon student participation.**

Stipends: District Facilitator - $1,000
Mentor - $1,000/$500 (See Article V.L.)
FFA Advisor(s) - equivalent up to 45 days per diem rate distributed equally throughout pay periods.
JH Curriculum Trip - 3% to be paid during school year in which trip is offered.
Director of Youth Sports Programs - $5,000

APPENDIX F

GORHAM FAYETTE LOCAL SCHOOL DISTRICT
TEACHER GRIEVANCE FORM

Date Filed_____ Date Received_____

Date of Grievance_____ Received by_____

Employee's Name_____

Supervisor's or Principal's Name_____

Article and Section of Contract Violated _____

_____

****

Step I, II, III (Circle One)

Details of Complaint_____

_____

_____

Relief Sought_____

_____

_____

_____
Complainant's Signature Date

_____
Date Received by Supervisor

Disposition by Supervisor_____

_____

_____

_____
Supervisor's Signature Date

Disposition: Accepted _____ Rejected _____

Reason for Rejection_____

_____

_____

_____

APPENDIX G

EMPLOYEE APPLICATION FOR SICK LEAVE BANK WITHDRAWAL

Name_____

Current Sick Leave Balance_____ Sick Days Used this School Year_____

Sick Days used for Current Illness_____

Total Days Previously Withdrawn from SLB_____

Member's reason for request (be specific)

_____

_____

_____

_____

Estimate of additional days needed_____

Name of attending physician_____Telephone_____

Address_____

I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions of the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Gorham Fayette Teachers Association and the Gorham Fayette Local Schools.

_____ _____

Signature of applicant Date

Please submit request to Sick Leave Bank Committee Chairperson

Sick Leave Bank Committee Use

_____Request approved for _____ days to be withdrawn from Sick Leave Bank.

_____Balance of days owed to Sick Leave Bank

_____Request denied

_____ _____

Signature of SLBC Chairman Date

Treasurer's Office Use
Date days added to Sick Leave Balance_____ Initials_____

APPENDIX H

Sick Leave Bank Participation

Name_____

In order to participate in the Gorham Fayette Teacher's Sick Leave Bank (SLB), I understand that three (3) days of sick leave will be deducted from my accumulated sick leave balance and that I may be assessed at a later date for additional days. I understand that I am eligible to benefit from the SLB if and when there is a need. If days are withdrawn from the sick leave bank and unused I will return the unused borrowed days to the bank.

Each member applying for benefits from the SLB shall agree in writing as follows:

> "I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions to the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Gorham Fayette Teacher's Association and the Gorham Fayette Local Schools."

When an employee donates days to the SLB, he/she agrees to the rules for administration of the SLB.

This form must be returned to the Committee Chairperson by the conclusion of the open enrollment period.

_____ _____
Signature Date

I do not wish to participate in the Sick Leave Bank and fully understand that I will not be eligible for any benefits derived from this bank.

_____ _____
Signature Date

Office Use

_____ Three (3) sick days deducted from balance. _____
Initials Date

APPENDIX I

Insurance Summary of Benefits and Coverage

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services — Coverage Period: 01/01/2026 - 12/31/2026

Coverage for: Individual + Family | Plan Type: PPO + HSA

OHI dba Northern Buckeye Health Plan: Advantage HDHP Plan

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://coc.anthem.com/cocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (833) 592-9954 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$3,400/person or $5,000/family for In-Network Providers. $4,400/person or $6,000/family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive Care. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	$4,500/person or $7,700/family for In-Network Providers. $5,000/person or $9,000/family for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.anthem.com/find-care/?alphaprefix=AKH or call (833) 592-9954 for a list of network providers. Benefits and costs may vary by site of service and how the provider bills.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an Out-of-Network Provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an Out-of-Network Provider for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	30% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	20% coinsurance	30% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	30% coinsurance	--------none--------
	Imaging (CT/PET scans, MRIs)	20% coinsurance	30% coinsurance	--------none--------
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.[insert].	Typically Preferred Brand & Non-Preferred Generic Drugs (Tier 2)	$15/prescription (retail) and $30/prescription (home delivery)	Not covered (retail and home delivery)	Once the Out-of-Pocket maximum has been met, prescription drug shall be covered at 100% for the remainder of the calendar year. Covers up to a 34-day supply (retail prescription); 90-day supply (mail orders or Smart90 retail prescription). Certain prescriptions shall be covered at 100%, and no co-pay will apply as per Federal Regulations. Patient must pay the cost difference between the brand and generic drug in addition to your copay or coinsurance. * Copays for certain specialty prescription drugs considered non-essential health benefits under the plan bypass your out-of-pocket limit. Please see "Important Questions" regarding the plan's out- of-pocket limit. See Plan Documents for additional information on the SaveonSP Program. Out-of-Network RX reimbursed at 100% minus applicable copayment by filing RX claim form.
	Typically Non-Preferred Brand and Generic drugs (Tier 3)	$45/prescription (retail) and $90/prescription (home delivery)	Not covered (retail and home delivery)	
	Typically Preferred Specialty (brand and generic) (Tier 4)	$85/prescription (retail) and $170/prescription (home delivery)	Not covered (retail and home delivery)	
	Typically Preferred Brand & Non-Preferred Generic Drugs (Tier 2)	$100/prescription (retail) and $200/prescription (home delivery)	Not covered (retail and home delivery)	

× For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	30% coinsurance	-------none-------
	Physician/surgeon fees	20% coinsurance	30% coinsurance	-------none-------
If you need immediate medical attention	Emergency room care	20% coinsurance	Covered as In-Network	-------none-------
	Emergency medical transportation	20% coinsurance	Covered as In-Network	-------none-------
	Urgent care	20% coinsurance	30% coinsurance	-------none-------
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	30% coinsurance	Services must be pre-certified in order to avoid a 50% penalty up to a maximum penalty of $500 per occurrence.
	Physician/surgeon fees	20% coinsurance	30% coinsurance	-------none-------
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 20% coinsurance Other Outpatient 20% coinsurance	Office Visit 30% coinsurance Other Outpatient 30% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient -------none-------
	Inpatient services	20% coinsurance	30% coinsurance	-------none-------
If you are pregnant	Office visits	20% coinsurance	30% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	20% coinsurance	30% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	30% coinsurance	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	30% coinsurance	-------none-------
	Rehabilitation services	20% coinsurance	30% coinsurance	*See Therapy Services section.
	Habilitation services	20% coinsurance	30% coinsurance	
	Skilled nursing care	20% coinsurance	30% coinsurance	60 days/benefit period for skilled nursing services.
	Durable medical equipment	20% coinsurance	30% coinsurance	*See Durable Medical Equipment section.
	Hospice services	20% coinsurance	30% coinsurance	Life expectancy up to 12 months.
If your child needs dental or eye care	Children's eye exam	No charge, up to age 19	30% coinsurance	-------none-------
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	-------none-------

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Children's dental check-up	• Cosmetic surgery
• Dental care (Adult)	• Eye exams for a child	• Glasses for a child
• Hearing aids	• Infertility treatment	• Long-term care
• Routine eye care (Adult)	• Routine foot care	• Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric surgery	• Chiropractic care 62 visits/benefit period combined with all other therapies	• Most coverage provided outside the United States. See www.bcbsglobalcore.com
• Private-duty nursing in a Home Setting only		

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

Does this plan provide Minimum Essential Coverage? **Yes.**
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? **Yes/No.**
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.