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CHAPTER V – THE AGREEMENT

BETWEEN

**GENEVA AREA TEACHERS
ASSOCIATION**

AND

**GENEVA AREA CITY SCHOOLS
BOARD OF EDUCATION**

JULY 1, 2011 – JUNE 30, 2012

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

**CHAPTER V - THE AGREEMENT
2011-2012**

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CHAPTER V

THE AGREEMENT

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

I. RECOGNITION

A. Recognition of Bargaining Unit

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

B. Bargaining Unit

1. Included in the bargaining unit are all classroom teachers, nurses, counselors, librarians and certified teaching specialists. Substitute teachers and tutors who have worked at least forty (40) days in the preceding year and after twenty (20) days during the current year in any bargaining unit position(s) or have worked more than sixty (60) consecutive working days in the same position in the same year shall also be included in the bargaining unit. Teachers, as used in this Agreement, shall mean all certificated/licensed personnel employed with a regular teaching contract. Positions created after the execution of this Agreement shall be classified and decided by SERB.
2. The bargaining unit shall not include any personnel employed as management level personnel, confidential employees and supervisors as defined in O.R.C. 4117.01.
3. All work performed by bargaining unit members and any similar work shall be designated as "bargaining unit work." If no bargaining unit member currently under contract is available for such work, this provision shall not apply to work done on less than a one-half time basis. Multiple hiring shall not be used to circumvent this provision.
4. All employees of the bargaining unit as described herein are entitled to all rights, benefits and privileges of this Contract unless otherwise specified.

II. ASSOCIATION RIGHTS

A. Use of Buildings

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

B. Association Days

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

C. Use of Mailboxes

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

D. Orientation Day

The President of G.A.T.A., or designated representative, will be allowed up to fifteen (15) minutes time to discuss with certified staff any issues that seem pertinent to the profession on the morning of orientation day. Additionally, building representatives or their designee shall be given an opportunity at the end of building staff meetings for announcements.

E. Association Phone

G.A.T.A. shall be allowed to install a private phone for the use of the President of the Association.

F. Membership Information

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

G. Fair Share

1. In recognition of the Association's services and benefits to the bargaining unit, all teachers shall either be members of the Association or in choosing to be non-members shall share in the financial support of the Association by paying to the Association a fair share fee.
2. The Board, hereinafter defined as the Board of Education, its members, the Treasurer, Superintendent, and all members of the administrative staff, agree to an automatic payroll deduction, unless paid in one (1) lump sum prior to first payroll deduction, as a condition of employment, of an amount which shall not be more than one hundred percent (100%) of the unified dues of the Association, from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.
3. Upon notification from the Association that a member has terminated membership, the Treasurer of the Board shall commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues, less the amount previously paid through payroll deduction.
4. Payroll deduction of such fair share fees shall begin at the first payroll period following January 15 except that no fair share fee deductions shall be made for teachers employed after December 31 until the second paycheck.
5. Dues rates and fair share fee rates shall be transmitted to the Treasurer of the Board by the Association for the purpose of determining amounts to be payroll-deducted. The Board agrees to transmit promptly all amounts to be deducted to the Association.
6. The Board further agrees to accompany the initial transmittal with a list of the names of teachers for whom all such deductions are made.
7. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117-09(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each teacher who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
8. The amount to be deducted from the pay of all non-Association members shall be not more than 100 percent of the unified dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which the Association membership dues are deducted.

9. Any non-member of the Association who pays a fair share fee to, or whose fee is in the process of being collected by the local affiliate in the amount as provided in paragraph 2 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, other than those excluded by OEA policy 200.06.
10. Any non-member of the Association who elects to continue employment with the Board after a forty-five (45) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association, as the exclusive bargaining agent.
11. The Association agrees to indemnify the Board for any cost liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a member or a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - c. The Board agrees to the following:
 - (1) To give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings;
 - (2) To permit the Association or its affiliates to intervene as a party when it so desires; and/or
 - (3) To accept the Association or its affiliate's application to file briefs amicus curiae in the action; and
 - d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share provision of the collective bargaining agreement herein however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply, except due to court order or misapplies such fair share fee provision herein.

The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement, and it will not be granted to any other employee organization seeking to represent teachers represented by the Association.

H. Non-Discrimination

The Board shall not discriminate with regard to handicap, race, color, creed, ancestry, national origin, sex, religion, marital status, age, political

opinions/affiliations or personal life. The Board shall not discriminate against employees because of membership in the Association or participation in Association activities.

I. Board Agenda/Minutes Distribution

Each GATA officer and a building representative for each building shall be provided with copies of each Board of Education meeting agenda and minutes without charge on a monthly basis. The Association agrees to provide the names of that GATA officers and building representatives.

III. NEGOTIATIONS PROCEDURE

A. Opening of Negotiations

Negotiations for Agreement, when requested, shall commence on or about March 1 and last for a period of up to sixty (60) days for the purpose of resolving issues for the ensuing school year, commencing July 1 of that year through June 30 of the following year. This period may be extended by mutual consent of the parties.

B. Negotiating Teams

1. Neither party in any negotiations shall have any control over the selection of each other's representatives.
2. Individual association team members may be released from their normal school duties to attend negotiation sessions without loss of pay only when approved in writing by the Superintendent.

C. Negotiations Period

1. Exchange of Information

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

2. Agenda

- a. Prior to the first session, an agenda will be made listing the item(s) submitted for negotiations by both the Board and Association.
- b. At the first session, parties will exchange proposals. No new matters shall be introduced for consideration during the course of the negotiations meetings without mutual consent of both parties.

3. Negotiations Sessions

- a. Secretarial assistance shall be provided for the negotiations meetings by the Superintendent at Board expense. Summary records of each session shall be kept and one (1) copy provided for each party within two (2) days after each session.
- b. To facilitate negotiations, proposals to be negotiated shall have been presented prior to the session the proposals are to be discussed. Other items may be negotiated only with the mutual consent of both parties.
- c. During the course of negotiations, items agreed to shall be reduced in writing and initialed by representatives of each party and set aside.

4. Caucus and Recess

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

5. News Releases

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

D. Agreement

1. Official copies of negotiated and agreed to provisions shall be reproduced and distributed to all members of the instructional staff by the Superintendent.
2. Any mutually agreed upon items, which are ratified by the membership of the recognized employee organization within the school district and officially adopted by Board, shall be considered as part of the Agreement and shall be entered into the Board Policy Book. A copy of the Board Policy Book shall be made available to each employee on an annual basis at the beginning of the school year.

E. Dispute Settlement Procedure

If agreement on a successor contract is not reached within forty-five (45) days prior to the expiration of the contract, either party shall notify the Federal Mediation and Conciliation Service (FMCS) that the issues in dispute are being submitted to Mediation and requesting a mediator to assist in negotiations. The first mediation session shall begin ten (10) days after notification of FMCS and the appointment of a mediator unless the parties agree to mutually extend the date. The parties shall continue mediation until

the expiration of this agreement. Upon mutual agreement the parties may extend mediation in an attempt to resolve issues. The Association retains the right to strike in accordance with O.R.C. 4117.14 (D) (2) upon the expiration of this contract.

F. Procedure to Reopen Agreement

During the term of this Agreement, only items mutually agreed to between the G.A.T.A. and the Geneva Area City Schools Board of Education may be reopened for negotiations. The procedures to be followed shall be as set forth in Article III. Sections C, D and E.

IV. STAFF CHANNELS OF COMMUNICATION

A. Communication Committee

A committee appointed by the President of G.A.T.A. shall meet with the Board and Superintendent at its (Board) request. The committee shall have no official function other than to provide closer communication.

B. Curriculum and Education Standards Advising Committee

1. The purpose of the curriculum and Education Standards Advising Committee, hereinafter called C.E.S.A.C., shall be to provide a liaison between the Superintendent and the staff members for sharing of professional and curricular concerns.
 - a. Curriculum shall be defined as the approved courses of study offered by the Geneva Area City Schools and other educational topics agreed to by the Committee, including but not limited to, report cards, progress reports and new courses.
 - b. Curriculum will be reviewed and updated on a continuing basis by a committee appointed annually by C.E.S.A.C.
 - c. Curriculum changes planned for the following school year will be submitted by teachers or administrators to C.E.S.A.C. for its recommendation to the Superintendent.
 - d. A special meeting of C.E.S.A.C. shall be called by the chairperson of the committee within ten (10) calendar days of a written request by any member of that committee. The only item on the agenda for such meeting shall be the special or emergency matter needing immediate attention by C.E.S.A.C. and not remedied within three (3) working days of the presentation of such matter to the proper authority.
 - e. Special approval for curriculum changes may be granted by the Superintendent in conjunction with two (2) or more voting

C.E.S.A.C. members and the appropriate department and/or grade level representative if a special meeting of C.E.S.A.C. cannot be called.

2. Members shall consist of:
 - a. The Superintendent or designee shall be a non-voting member.
 - b. One G.A.T.A. member appointed by the G.A.T.A.
 - c. Seven (7) teachers to be elected:
 - (1) One from each elementary administrative unit
 - (2) Two, grades 6-8 (one to be elected yearly)
 - (3) Two, grades 9-12 (one to be elected yearly)
 - d. One representative of special services personnel to be elected.
 - e. One elementary and one secondary principal appointed by the Superintendent on a yearly basis.
 - f. The members listed in b. through e. shall be the voting members of the committee.
 - g. The chairperson shall be appointed annually by the Superintendent and have the right to cast a vote in the event of a tie.
3. Nominations and Elections
 - a. All persons to be nominated for membership on C.E.S.A.C. shall be by petition, bearing a minimum of twenty-five percent (25%) of the building staff or unit making the nomination, with no fewer than three (3) signatures to be required for each petition.
 - b. Each nominee of the C.E.S.A.C. Committee shall be voted upon only by the unit he/she represents.
 - c. Each teacher shall vote at his/her assigned building.
 - d. Election of the C.E.S.A.C. Committee shall be held before the first week in May of each year and these duly elected members shall serve to the first week in May of the year in which the term expires.
 - e. All elected members shall serve for a term of three (3) years except those designated as yearly-elected representatives.
4. Meetings shall be open to school personnel.

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

V. EMPLOYMENT OF TEACHING PERSONNEL

A. Selection of Teaching Personnel

1. Definition of a Vacancy

A vacancy shall be defined as a teaching position or extracurricular position which is either newly created or which is unfilled and which the Board intends to fill on a permanent basis.

2. Unanticipated Assignments

In case of an unanticipated vacancy or enrollment shift necessitating schedule changes occurring after August 1, the Superintendent maintains the right to make adjustments in the assignment of a teacher. The teacher shall be notified in a conference with the Superintendent, or designee, or given written notice five (5) weekdays prior to the beginning of the assignment. Any teacher reassigned in this manner shall be given priority for the previous position should it reopen. The teacher may grieve such assignment beginning at Step II on the Grievance Procedure.

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

3. Notification

- a. Bargaining unit members shall be notified of all vacancies by payroll envelopes except for the following:

Starting the first full week of May, notification will occur through posting in each building office and Central Office while school is in session.

- (1) During the summer recess and through the week prior to school opening, vacancies will be posted at Central Office and via an answering machine and sent to NEOMIN email addresses. The answering machine posting shall be the official record and the Board shall not be held liable for email

postings not received and/or read by bargaining unit members.

Each vacancy will be listed on Monday. Union members will have until 2:00 p.m. on Friday of the same week to respond.

- (2) Applicants must respond in writing or by facsimile (should be confirmed by a telephone call) by 2:00 p.m. on Friday.
 - b. Vacancies needing immediate replacement shall be filled by a substitute until the selection process has been completed.
 - c. Each bargaining unit member may notify the Superintendent of his/her interest in a position for the following year by an annual certified job preference survey (intent form). Copies of completed surveys shall be made available to the President of G.A.T.A.
 - d. Applicants shall have five (5) working days to respond to the Superintendent in writing to each posting.
 - e. Copies of all applications shall be forwarded by the applicant to all personnel directly responsible for the program in which the vacancy exists.
 - f. All applicants will be notified of the final decision within five (5) business days of the selection.
4. Basis of Selection for Teaching Vacancies
 - a. When filling a vacancy, the Superintendent will select the most senior certified bargaining unit member applicant unless the Superintendent determines that an applicant outside the bargaining unit is the best-qualified candidate.
 - b. Certificated/licensed employees shall be placed in their field of certification and, whenever possible, in their major fields of preparation.

B. Seniority Defined

1. Seniority refers to the length of the most recent period of continuous GATA bargaining unit service in the Geneva Area City School District including legally required military service for full-time and part-time (minimum .5) personnel including tutors.
2. Half-time shall be calculated by taking the length of the school day times the number of student days in the school year divided by two.
3. Seniority begins on the date an employee assumes the duties of his/her position. If two employees have the same beginning date, the tie shall

be broken first by the earliest date of Board action to employ and if the tie remains, the tie will be broken by the earliest date of the job application; and if the tie still remains, it shall be decided by the final four (4) digits of the individuals' social security numbers with the lowest number being first.

4. Length of continuous service will not be interrupted by authorized leaves of absence. Seniority will only be accrued for up to one (1) year during a leave of absence for maternity/parental, sabbatical and extended medical leaves.
5. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.
6. For purposes of RIF, teachers with continuing contract status shall have greater seniority than limited contract teachers.
7. Five (5) copies of the seniority list will be provided to a GATA representative in each building no later than October 31 of each year. The seniority list shall include all certification/license areas held by each employee, contract status and the date of the most recent hiring.
8. Any inaccuracies shall be reported to the Superintendent prior to December 15. The Superintendent shall have ten (10) working days to respond to the alleged inaccuracy. Any unresolved inaccuracies shall be subject to resolution through the grievance procedure.
9. Effective 7/1/2008, bargaining unit members who leave the bargaining unit to perform duties as management level personnel, confidential employees and supervisors as defined in ORC 4417.01 shall have their seniority frozen as of the last day worked in the bargaining unit.
10. Former bargaining unit members who left the bargaining unit to perform duties as management level personnel, confidential employees and supervisors as defined in ORC 4417.01 prior to 6/30/2008 shall have their seniority accrual frozen on 7/1/2008.

C. Basis of Selection for Supplemental Vacancies

When filling a supplemental contract vacancy, the factor of satisfactory experience in that supplemental area or field shall be the determining factor.

D. Assignments

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

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

2. Principal's Assignment

- a. Any period in the secondary school day which is not an assigned teaching period, regularly scheduled duty period, planning period or lunch period may be designated as a Principal's Assignment.
- b. A principal may assign duties of a professional nature to a teacher having such an open period.
- c. The principal and teacher shall discuss the duties involved before assignment is made. CSC and Attendance Work shall not be assigned without mutual agreement between the teacher(s) and the principals. No teacher shall be assigned switchboard duty.
- d. Principal's' Assignments shall be made in writing to the teacher, by that teacher's immediate supervisor, and shall specify the duty/duties to be performed.
- e. A teacher who is assigned to a Principal's Assignment shall not be assigned to any other duty during that period.

3. Secondary Teacher Supervision

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

E. Hiring of Retired Teachers

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

1. The re-employed teacher will start with salary schedule placement experience of five (5) years and education credit of up to a Master's Degree. The re-employed teacher will be advanced one year on the salary schedule above Step 5 for each year of re-employment service in the district.
2. The contract of employment will be for one year and is automatically non-renewed at the conclusion of that year without the need for compliance with ORC Sections 3319.11 and 3319.111. Re-employed teachers may be evaluated pursuant to Article VII, A.

3. The re-employed teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the District.
4. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article XIV.
5. A “retired” teacher eligible to receive health insurance benefits through STRS and who seeks employment or re-employment by the Board after retirement will not be eligible for Board provided health insurance coverage. To the extent that a “retired” teacher previously covered by STRS loses the ability to obtain insurance coverage through STRS due to changes in STRS regulations, State law, or through legal action, such teacher would immediately be eligible to participate in the Board’s health insurance coverage at the single health insurance premium level. The “retired” teacher may purchase the family plan by paying the difference between the single and family premiums. All premiums will be made through payroll deduction. Part time teachers shall not be eligible to receive health insurance benefits under the Board’s insurance plans but shall be entitled to receive a prorated portion of a one thousand dollar (\$1000) annual cash sum to offset his/her individual insurance coverage. Non-STRS retirees will also not be entitled to receive health insurance benefits under the Board’s insurance plans but will be entitled to the aforementioned annual cash sum, or a prorated portion of same, if applicable.
6. The re-employed teacher shall commence his/her employment with zero sick leave but will accumulate leave pursuant to Article XI.
7. The re-employed teacher will not be eligible for severance pay or any retirement incentive program.
8. The re-employed teacher will have the lowest priority when filling vacancies and supplemental contracts.
9. Subject to these provisions, re-employed teachers are bargaining unit members.

F. New Employees

Any new bargaining unit member may sign an “Acceptance of Conditional Employment” that indicates the employee is conditionally employed until a background check pursuant to Ohio Revised Code (ORC) 3319.39 has been completed. If the employee’s criminal records check fails to comply with ORC the employee may be released from employment without hearing, due process or any other termination procedure. Prior to such release, the Board shall provide the employee with written proof of the non-compliance of ORC. This waiver of rights shall immediately terminate once the Board or its designee has received a report or background check that is in compliance with ORC 3319.39, except in the instance of an erroneous background check

when it is subsequently determined that the new employee would not be qualified for employment pursuant to the terms of ORC 3310.39.

VI. CONTRACTS

A. The Contract Status of Teachers

1. Limited Contracts

- a. A new teacher without previous teaching experience shall receive a one (1) year limited contract.
- b. At the expiration of a one (1) year limited contract, a rehired teacher may be granted a one (1) or two (2) year limited contract.
- c. A teacher under a provisional certificate/license may continue in the district indefinitely under a limited contract.
- d. Five (5) year contracts
 - (1) A teacher shall be considered for a five (5) year contract if he/she meets either of the requirements listed below:
 - (a) A teacher who has been employed in this system for three (3) years and has completed nine (9) semester hours of additional training since being issued a regular certificate/license in work related to his/her certification/licensure or related to potential future certification/licensure in the areas of specialist or administration.
 - (b) A teacher who has been employed in this system for five (5) years.
 - (2) Any teacher who has taught two (2) or more years on a five (5) year contract and has qualified for a continuing contract after the five (5) year contract was issued, on request of the teacher, shall be granted a continuing contract status in April of the school year he/she qualified for continuing contract status to become effective for the next school year.

2. Continuing Contracts

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

B. Assignments on Contracts

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

2. Notification of each teacher's contract shall annually contain:
 - a. A statement of the grade(s) or subjects;
 - b. School building to which a teacher will be assigned;
 - c. Salary for the same;
 - d. Number of days a teacher is required to be present in the school year;
 - e. The pay to be lost for each day of unexcused absence on the basis of the fraction that day is of the number of days in the teacher contract year.
3. Teachers who are already under contract for the coming year shall be given a salary notice containing the same information which appears on the basic contract.
4. Written notice or direct contact shall be made with each secondary staff member requesting information with respect to teacher skills and interests before the secondary school schedule is constructed. By the last student day each teacher will be notified of the number and type of preparations and the number of assignments. By the first work day, each teacher will receive a roster listing the names of students enrolled for each class or assignment.

C. Class Size

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

K-3 - 25

4-5 - 28

 - a. These class sizes shall be based on the actual class size per building. At each grade level within a building, an average class size may be determined. However, no individual class shall vary by more than three (3) students.
 - b. Identified special needs students having an IEP (CD, MH, ED) that do not have an aide required by the IEP and who are placed in the regular education classroom at least fifty percent (50%) of the student day shall be counted as two (2) students. Training may be required at Board expense.
 - c. For classes which exceed the maximum class size load for more than ten (10) consecutive student days, the teacher shall be paid

.00025 x BA Base for each student over the maximum number for each day that the overload occurs.

2. Maximum academic class size/class load for grades 6-12 shall be:
 - a. There shall be a maximum class load of one hundred seventy-four (174) students with no individual class size over twenty-nine (29). If a teacher by mutual agreement teaches a class in lieu of the 7th assignment (S.H., cafeteria, principal's assignment, etc.), the maximum number shall be two hundred three (203). These maximum numbers do not apply to music classes, study halls, or cafeteria assignments.
 - b. For classes which exceed the maximum class size and/or the maximum class load for more than ten (10) consecutive student days, the teacher shall be paid .000040 x BA Base for each student over the maximum number for each day that the overload occurs.
3. For purposes of clarification, both K-5 and the Secondary performing music classes are excluded from maximum class sizes, but classes in music (music theory, music history, etc.) are included.

VII. EVALUATION, PERSONNEL FILES, AND FAIR DISMISSAL

A. Evaluation Procedure - Bargaining Unit Members

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

1. All first year teachers will be given at least two (2) formal evaluations.
2. Teachers with a one-year contract will be given at least one (1) formal evaluation.
3. Teachers with a two year contract will be given at least one (1) formal evaluation within the two years.
4. Teachers with a five-year contract will be given at least one (1) formal evaluation within the five years.
5. Teachers with continuing contracts will be given at least one (1) formal evaluation every five (5) years.
6. Items marked less than "satisfactory" on the evaluation form will be accompanied by mutual reasonable goals. These goals will include recommendations for improvement and how the teacher may obtain

assistance in making the improvements specified. If the teacher and the evaluator cannot arrive at mutual reasonable goals for items marked less than "satisfactory," it will be the responsibility of the evaluator to establish these reasonable goals.

7. A written evaluation must be given to the teacher within ten (10) school days after the observation.
8. Each teacher shall have at least forty-eight (48) hours to review any formal evaluation before the teacher/principal conference is held.
9. Space shall be provided on the evaluation form for teacher rebuttal and/or written comments. A copy signed by both the teacher and principal shall be given to the teacher. A teacher's signature does not necessarily mean agreement with the evaluation. Principal's signature does not imply agreement with the rebuttal.
10. The C.E.S.A.C. Committee will be requested to review and/or recommend revisions of the evaluation instrument once every five (5) years. Any recommendations will be made in writing to the Superintendent with copies being submitted to the G.A.T.A. executive committee and the Board. No changes to the instrument may occur without ratification by both parties.
11. If either the teacher or principal refuse to sign said evaluation, either party may request a witness to sign attesting to the fact that he/she observed the refusal to sign by either or both parties.
12. At no time shall any student assessment result be used as the sole basis for the evaluation of a teacher.

B. Fair Dismissal

1. Definition of Fair Dismissal.

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

2. The procedure for fair dismissal during the term of a contract shall follow the procedures set forth in ORC Sections 3319.16 and 3319.161.
3. The procedure for fair dismissal of a non-renewal shall follow the procedures set forth in ORC Sections 3319.11 and 3319.111:
 - a. Prior to the Board's serving written notice to non-renew a limited teaching contract (on or before April 30), a minimum of two (2) evaluations must have been completed by an administrator.

- (1) The first evaluation must be completed on or before January 15 with a written report to the teacher no later than January 25.
 - (2) The second evaluation must be completed between February 10 and April 1 with a written report to the teacher no later than April 10.
 - b. There must be at least two (2) thirty-minute (30) observations for each evaluation.
 - c. The written report of the results of the evaluation must include reasonable goals, recommendation for improvement, and how the teacher may obtain assistance.
 - d. A teacher who receives written notice of the Board's intention to non-renew has the right to:
 - (1) Request a written statement describing how the reasonable goals were not achieved;
 - (2) Request a written statement which describes the circumstances leading to the decision to non-renew;
 - (3) Request a hearing with the Board;
 - (4) An appeal to the Court of Common Pleas.
 - e. Both the Board and any teacher who receives written notice of the Board's intention to non-renew shall comply with the time lines and requirements as set forth in ORC 3319.11.
4. No reprisals of any kind will be taken by the Board, the Administration, any teacher, or by the Association against any party by reason of participation in the fair dismissal procedure.
 5. Bargaining unit members serving under limited contracts and meeting the following conditions may be non-renewed without compliance of ORC 3319.11, 3319.111 or applicable sections of this contract.
 - a. Temporary teachers who are assigned to a bargaining unit member's position that is open due to a one (1) year leave of absence.
 - b. Tutors who are serving on a one (1) year temporary license or serving under a State or Federally funded program whose funding is determined on an annual basis.

C. Evaluation Procedure - Supplemental Contract Positions and Head Coaches

1. The primary purpose of evaluation is to further improve the Geneva Area extracurricular programs by identifying and maintaining the strengths of the extracurricular staff and identifying and improving the areas that need improvement.
2. Head Coaches
 - a. Head coach shall be evaluated once in the middle of the head coach's season and again at the end of that season.
 - b. The evaluation will consist of a conference with the principal, followed by a written summary (at least one paragraph long) of the coach's performance.
 - c. If weaknesses are noted at mid-season, reasonable goals for improvement shall be developed.
 - d. If weaknesses or shortcomings are of such a serious nature and the coach involved is not making adequate progress towards improving those weaknesses and/or shortcomings, the coach will not be recommended to be rehired for the next school year.
 - e. A coach who is not recommended to be rehired for the next school year may file a grievance at Step II of the grievance procedure.
3. All supplemental contract holders, as defined in the academic and athletic extracurricular salary schedule, will submit a written summary of the extracurricular program/area for which they are under contract.
4. The Summary.
 - a. Will be done on the standardized form developed by administration and reviewed by the GATA President.
 - b. Will be completed and submitted to the principal by June 1.
 - c. Head coaches will complete and submit their program summary forms to their principals at the end of the season evaluation conference, or before June 1, whichever comes first. Assistant coaches' summaries will be attached to the head coach's summary.
 - d. Assistant coaches will complete and submit their program summary forms to their head coach at the end of their season and before the head coach's end of the season evaluation conference or before June 1, whichever comes first.

- e. Separate forms will be used for head coaches, assistant coaches, and other extracurricular contract holders.
- f. Program summaries will contain at least, but will not be limited to, these items:
 - (1) Supplemental contract holder's name
 - (2) Program name
 - (3) Supplemental contract holder's position
 - (4) Date of summary and season date
 - (5) Summary of program to include:
 - (a) Purpose statement concerning the value to students
 - (b) Number of student participants
 - (c) Meetings and activities for the year/season
 - (d) Whether a budget is on file with the Treasurer
 - (6) Whether the supplemental contract holder wishes to continue in the supplemental contract position next year.
 - (7) Signature spaces for holder and principal.
- g. Extracurricular contract holders will be evaluated as needed, by the principal, as per the process described for the head coach.
- h. If weaknesses or shortcomings are of such a serious nature and the extracurricular contract holder involved is not making adequate progress towards improving those weaknesses and/or shortcomings, the extracurricular contract holder will not be recommended to be rehired for the next school year.
- i. An extracurricular contract holder who is not recommended to be rehired for the next school year may file a grievance at Step II of the grievance procedure.
- j. Whenever possible, hiring of extracurricular contracts will occur at the regular June Board meeting.

D. Personnel Files

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

2. Each teacher shall have the opportunity, upon request and after arranging a suitable appointment, to review the contents of his/her personnel files. Upon the request of the staff member an Association representative may accompany the member.
3. The Central Office personnel file shall be open to the involved teacher, the principal, the Board of Education, the Superintendent, the Central Office staff, and legal counsel as authorized by the Board and/or the Superintendent and shall not be open to anyone else as required by law.
4. Nothing shall be placed in a teacher's Central Office personnel file without his/her signature. (This does not include certificates, transcripts, or letters of commendation.) All teachers shall have the right to respond in writing to any items placed in their files.
5. In cases where the teacher refuses to sign, the item may be placed in the Central Office personnel file with a note to the effect indicating the teacher's refusal and the signature of a witness to that refusal.
6. Anonymous letters or materials shall not be placed in the teacher's personnel file. Any signed complaint made against a teacher which, after investigation by the employee's immediate supervisor, is found to be without basis, in fact, will not be placed in the teacher's Central Office personnel file.
7. An employee will be shown a copy of all derogatory notations or disciplinary actions placed in his/her file. If said offense does not reoccur within two (2) years, said violation shall not be considered for future disciplinary action.

VIII. RESPONSIBILITY OF PROFESSIONAL PERSONNEL

A. Teacher's Year

1. The Geneva Area City School District school calendar shall be one hundred eighty (180) days plus three (3) teacher days.
2. The three (3) teacher days shall be:
 - a. Orientation Day: building meetings shall be limited to one (1) hour.
 - b. Records Day at the end of the first semester
 - c. Records Day at the end of the second semester

3. Fall Parent/Teacher Conferences

The Fall Parent/Teacher Conferences for the Secondary School will be held on the Monday and Thursday of the Second Week of the Second Nine Weeks from 4:30-8:00 PM.

Fall Parent/Teacher Conferences for the Elementary Schools will be held on the Thursday of the Fourth Week of the Second Six Weeks and the Wednesday of the Fifth Week of the Second Six Weeks from 4:30 - 8:00 PM.

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

4. Spring Parent/Teacher Conference

The Spring Parent/Teacher Conferences for the Secondary Schools will be held on the Monday and Wednesday of the Last Week in February from 4:30-8:00 PM.

Spring Parent/Teacher Conferences for the Elementary Schools will be held on the Tuesday and Thursday of the Third Week of the Fourth Six Weeks from 4:30 - 8:00 PM.

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

5. Release Time for Full-time Kindergarten Teachers

In addition to the evening conferences in both the fall and the spring, full-time kindergarten teachers will be scheduled for a full day of release time in both the fall and the spring for the purposes of kindergarten parent conferences. This release time day shall be mutually scheduled between the teacher and the building administrator.

6. Spring vacation will include at least the Friday before and the Monday after Easter Sunday.

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

8. Professional Development Days

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

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

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

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

B. Teacher's Day

1. The school day for all teachers shall consist of no more than seven (7) hours of assigned time which will include the student day, class assignments, study halls, and other assigned duties. The elementary teacher has the option of leaving at the end of the student day, except when a building meeting has been called. It is understood that the planning that would go on after the student day shall be done elsewhere if the teacher leaves before the seven (7) hours of assigned time is completed. All teachers shall receive at least thirty (30) continuous minutes of uninterrupted time for lunch during the student day. This lunch shall not be considered part of the seven (7) hour workday.
2. A minimum of two hundred minutes per week which includes at least thirty (30) continuous minutes per day shall be guaranteed to each teacher for planning in the elementary and a minimum of forty (40) continuous minutes per day shall be guaranteed in the secondary except for OGT week, calamity related events and in cases of an adjusted schedule. Adjusted schedules for other than OGT week and calamity related events shall not occur more than two (2) times per month.
3. The staff will be expected to make themselves available for student and/or parent discussions or in-service meetings after school as needed. Whenever possible, parent conferences will be scheduled two (2) days in advance.
4. No teacher should leave the building during the school day unless such absence is with the knowledge of the principal or designee. Approval of the principal or designee must be obtained if the teacher is leaving during his/her assigned time.
5. There shall be a maximum of six (6) teaching periods in the secondary school. An additional class assignment cannot be given without written teacher approval.
6. Teachers shall be asked to attend no more than two (2) building meetings per month, not to exceed one hour each beyond the school day, with their building administrators, except for unusual circumstances.
7. If schools are closed because of an emergency situation, teachers shall not be required to report to their buildings. If the students are released early because of emergency conditions, the teachers in the buildings involved shall also be permitted to leave, providing that all but four (4) or less of the students regularly assigned to that individual teacher have

left school premises. Stranded students shall be the responsibility of the principal or the head teacher.

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

C. Teacher's Authority and Responsibilities

1. Job Description

- a. Teachers are responsible for teaching, directing and leading the pupils in their care, in conformity with the laws of the State.
- b. Teachers shall cooperate with the Superintendent and principal in the enforcement of the written policies of the Board. Such policies shall be distributed to teachers.
- c. Teachers with the cooperation of the administration will discharge the duties, including discipline, assigned to them.
- d. Teachers will not leave student groups for which they are responsible unattended, except in cases of extenuating circumstances.
- e. Teachers will report cases of student illness or injury occurring on the school premises to the nurse and/or principal.
- f. Every member of the professional staff has responsibility for classroom guidance. This includes not only that which is inherent in effective teaching, but also the planning and execution of aspects of guidance under the direction of the professional counselors.

2. Classroom Duties

- a. Lesson plans, containing a general outline of class procedure, will be prepared in advance by teachers and will demonstrate a continuity of planning based on the approved system-wide course/grade objectives. However, teachers will determine what type of plan(s) in their professional opinion will meet the educational needs of their classrooms. Lesson plans shall be made available to building administrators on request.
- b. Teachers shall be responsible for evaluating students in their classes, and issuing appropriate grades to those students. These grades will not be changed by administration without two (2) days advance notice in writing to the involved teacher with a copy sent to the Superintendent. The teacher shall have met all administrative procedures of sending progress reports, and filing names of

students who are doing work that could possibly lead to the student not being promoted.

- (1) It should be understood that a student can fail for a grading period even though his progress in the first half of the grading period did not indicate that a progress report should be sent home.
- (2) Elementary Grades Student Promotion, Placement and Retention (K-5)

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

- (a) The building principal and the parents shall be notified.
- (b) A conference shall be held with the principal if the teacher desires.
- (c) The principal shall arrange a conference with the parents, if possible.
- (d) The principal shall send a written report to the Superintendent, parents, and teacher indicating the teacher's recommendation and the parents' recommendation in cases of disagreement.
- (e) A written notice of the Superintendent's final decision with respect to the assignment shall be sent to the parents, the principal, and the teacher with a copy placed in the student's file.
- (f) Written retention forms will be available which provide space for comments and recommendations of specialists and other professional personnel involved in the child's education.

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

- (g) The following terms shall be used when moving a student from one grade to another.
 - (i) Promoted
 - (ii) Placed

(iii) Placed by Administration

(iv) Retained

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

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

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

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

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

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

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

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

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

(1) A proportionate share of building responsibility.

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

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

3. Nurse Job Description

- a. The school nurse shall be a graduate of an accredited school of nursing, be certified by the Ohio Department of Education as a school nurse in Ohio, and holds a current Ohio Registered Nurse License. He/she also must be a college graduate with a minimum of a bachelor's degree in nursing or an allied field.
- b. It is the responsibility of the school nurse to perform the following:
 - (1) Provide necessary nursing care, including the following health appraisal services:
 - (a) Supervision of the teachers' daily inspection of pupils.
 - (b) Inspection of specific students or whole classrooms for special conditions by observation or periodic mass screening.
 - (c) Collection of student and personnel health data, compiling and interpreting same to designated persons.
 - (d) Supervision of diagnostic procedures, such as vision, hearing and tuberculin tests.
 - (e) Preparation for and follow-up of group testing dental procedures such as the nutrition survey.
 - (f) Record all health data on students' school health records.
 - (2) Provide health guidance to individual students and their parents.
 - (3) Assist in preventing and obtaining the correction of remedial defects.
 - (4) Aid school personnel in arranging policies for the emergency care of severe injuries and sudden illnesses of the school child and personnel and provide first aid care as indicated.
 - (5) Assist in the prevention and control of communicable diseases by insisting on complete immunization of kindergarten, first

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

- (6) Assist parents through home visits and individual conferences in school to provide for better physical, mental, emotional, and social development of the school child.
 - (7) Provide consultation service to teacher, student, or parent groups as necessary.
 - (8) Contribute to the health education program of the schools as consistent with the overall instructional program; specifically, second and fourth grade dental educational program, fifth and sixth growing-up and drug programs and first aid course.
 - (9) Promote the maintenance of a home and school environment that will safeguard the health, safety, and general well being of the school child.
 - (10) Provide consultation service regarding the health status of school personnel.
 - (11) Keep current Ohio nursing registration; keep abreast with current health trends involving school and related topics.
 - (12) Cooperate closely with Ohio agencies and schools on specific health related problems.
 - (13) Present self in a professional manner at all times.
- c. This goal is achieved through student and personnel health appraisal, and screenings, health and safety education, parent/teacher/pupil conferences, emergency care, prevention and control of communicable diseases, an involvement with the community and its agencies, including participation in the county clinics (POD, DOP, and orthopedic) and keeping confidential health records.

4. Department Heads

a. Selection

Department members, by secret ballot, shall recommend a Department Head and the recommendation shall be reported to the proper administrator. It is preferable that department heads have at least three years experience in the department and hold a masters degree. The Superintendent shall give consideration to the recommendation by the staff and the building administrator before making a recommendation to the Board. If there is a disagreement in the selection of the Department Head, the Superintendent shall provide the opportunity for a meeting with the

department, at the request of the department, to resolve the problem. This appointment shall be for a period of one (1) year.

b. If no recommendation is made by the department for the ensuing year, the Superintendent shall appoint the most qualified member of the department as per the criteria mentioned in Section 4.a. above for one (1) year.

c. Compensation:

1 - 3 teachers in a department - .045 See Salary Schedule

4 - 7 teachers in a department - .055 See Salary Schedule

8 or more in a department - .070 See Salary Schedule

d. Duties

(1) The Department Head shall have the opportunity to review all department applications and participate in the interviews of candidates. The Department Head's recommendation shall be presented to the principal and forwarded to the Superintendent.

(2) The Department Head shall assume responsibility for approving and submitting the department's requisitions to the proper administrator.

(3) The Department Head shall chair departmental meetings and communicate with department members as needed.

(4) The Department Head shall provide a copy of the minutes and recommendations of each meeting to the proper administrator and department members.

(5) A written inventory of the textbooks, materials and all other equipment assigned to the department shall be prepared and submitted to the principal in charge at the end of each school year.

(6) The Department Heads shall not assume the responsibility for the evaluation of the members of their department as described in Article VII, A.

(7) The responsible administrator shall provide a written summary of the Department Heads meetings to all department heads.

(8) All Department Heads meetings shall be open to all staff.

- (9) Department Heads are encouraged to belong to appropriate state organizations and dues to an appropriate state organization will be paid by the Board.
- (10) Department Heads are encouraged to attend state-sponsored in-services relative to their department, provide feedback to department members, promote training among their department's members, and act as a trainer for training other department members when appropriate.
- (11) Department Heads shall act as co-chairs with the assigned administrators for the departments' five-year curriculum reviews.
- (12) The Department Head shall be involved with ongoing continuous improvement planning concerning the department.
- (13) Department Heads will be provided adequate secretarial assistance related to their department head duties.

5. Head Teacher

a. Selection

- (1) The building staff, by secret ballot, shall recommend a Head Teacher and the recommendation shall be reported to the proper administrator. The Superintendent shall give consideration to the recommendation of the staff and the building administrator before making a recommendation to the Board. If there is a disagreement in the selection of Head Teacher, the Superintendent shall provide the opportunity for a meeting with the building staff at the request of the building staff to resolve the problem. This appointment shall be for a period of one (1) year.
- (2) If no recommendation is made by the building staff for the ensuing year, the Superintendent shall appoint the most senior member of the building staff for one (1) year and rotate the position of Head Teacher yearly to the next senior member in line.

b. Duties

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

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

- (2) Handles all the student discipline cases that need immediate attention and action;
- (3) Makes proper arrangements to care for any staff or pupil emergencies;
- (4) Notifies parents of any student emergencies or serious discipline cases;
- (5) Notifies the Superintendent and/or building maintenance director of any serious emergencies that would be of their immediate concern;
- (6) Shall keep a record of actions taken for review by the principal upon his/her return from absence;
- (7) Makes decisions and performs necessary duties to continue effective operation of the building; i.e., immediate needs of staff, students, parents, and programs, etc.
- (8) Calls in substitute when head teacher deems necessary due to the absence of the principal.

c. Compensation: See Salary Schedule

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

6. Grade Level Chairperson

a. Selection shall be elected by the staff on each grade level.

b. Duties

(1) Chairs grade level meetings

(2) Establishes the agenda for grade level meetings

(3) Is responsible for coordinating the review of grade level objectives.

7. Elementary Guidance Counselor

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

Austinburg Elementary - 1 day per week

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

a. Job Duties

- (1) Shall work with students on an individual and/or small group basis.
- (2) Shall work with students who teachers have identified as needing to develop coping skills, stress management, life-skills, (i.e., death, divorce, family crisis, violence, sexual abuse).
- (3) Shall not be assigned to:
 - (a) Testing procedures
 - (b) Administrative duties

8. Mental/Physical Abuse

a. Mental Abuse

- (1) Mental abuse by a student toward a teacher must be resolved by the procedure detailed below and shall result in the removal of the student from the classroom and his re-assignment by the administration.
- (2) Procedure: The teacher shall keep a written anecdotal record citing dates, incidents, and detailed circumstances leading up to the incident, punitive or corrective measures taken, etc. If the situation persists, then the teacher shall notify the building principal of the problem. The teacher shall, after repeated incidents, request a parent/ teacher conference. If the problem is still unresolved, a parent/teacher/ administrator conference shall be arranged. Further disruption shall result in the removal of the student from the classroom and his/her reassignment by the administrator by mutual consent of the professionals involved.

b. Physical Assault

- (1) A student who physically assaults a teacher shall be removed immediately from that teacher's classroom. A hearing, with the parent and the student, teacher and principal shall be held, when possible within twenty-four (24) hours of the incident. A student found guilty of physically assaulting a teacher will be expelled for the remainder of the semester unless otherwise agreed upon by the Superintendent, the teacher involved and the GATA President.

- (2) Upon the return of the student all efforts shall be made to schedule the student into classes other than those taught by the teacher assaulted.

9. Resignation

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

D. Special Needs Assistants

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

IX. PROFESSIONAL BEHAVIOR

A. Tutoring

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

B. Rewards

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

C. Sales Agent

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

D. Breach of Contract

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

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

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

E. Progressive Discipline

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

F. Just Cause

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

X. COMPENSATION

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

A. Experience Units

1. Experience Units are determined as follows:
 - a. Any regularly employed teacher who is employed in the Geneva Area City School District for one hundred twenty (120) days shall earn one (1) full year of experience for each school year. Substitute experience will be granted according to the Ohio Revised Code.
 - b. A person who has served in the armed services shall be credited on the salary schedule for his/her time spent in the armed services in accordance with the laws of the State of Ohio.
 - c. A teacher shall be given full credit for ten (10) years of teaching experience in public or nonpublic schools in this state or in another state unless an exceptional circumstance exists. If the Superintendent offers a candidate more than the ten (10) years, he/she shall notify the GATA President by letter.
2. No teacher will be moved back on the training scale as a result of the clarification of this policy.

B. Training Unit

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

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

C. Teachers Substituting

There shall be a fixed rate for teachers who fill in for another teacher if a substitute is not available. A regularly employed teacher shall be reimbursed by the Board as per salary schedule. This applies only if the substituting is done on non-assigned time. Teachers shall not be required to assume responsibility of other classes during their assigned teaching time, except in unanticipated occasions requiring such assignments. A teacher who substitutes during his/her professional period shall be selected on a seniority rotation basis.

D. Filing of Earned Credit

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

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

E. Certificate on File

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

F. Method of Computing Daily Rate

1. In computing deductions for an unauthorized absence, the total annual salary, excluding supplemental salary(s), shall be divided by the number of days in the school year as determined by the official school calendar.

For those staff members whose contracts call for a longer period than the school calendar year, the appropriate number of days shall be used.

2. The salary of any teacher whose contract starts at a date later than the opening day of school shall be computed by multiplying the daily rate by the number of teaching days remaining in the school year. Payment shall be prorated through August.
3. Any teacher leaving the employ of the Board before the expiration of his/her contract shall be paid for the number of days actually taught. At termination of contract full payment will be made.

G. Salary Deductions

1. Optional deductions include: Disability Income Insurance, Educators Mutual, Credit Union, Professional Association Dues and Fees, Mutual Funds, other insurances, Fund for Children and Public Education (FCPE), Tax Sheltered Annuities [IRC Section 403(b)], Ohio Public Employees Deferred Compensation (IRC Section 457), Civic Development Corporation, STRS Credit buy-back, United Way and Ohio Tuition Trust Authority. Tax deferred deductions for Section 403(b) Annuities and Section 457 Plans will be subject to the following:
 - a. The Board shall provide access to Internal Revenue Code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts, provided that the IRC Section 403(b) providers otherwise comply with the requirements of the Section 403(b) Plan of the School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will, among other things, obligate the provider to comply in operation with the requirements of IRC Section 403(b) and to indemnify the Board for non-compliance with applicable law, and (ii) having at least five employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School District shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.
 - b. The Board shall permit employees to elect to defer compensation under a deferred compensation plan which satisfies the provisions of IRC Section 457(b) (the "457 Plan"). The 457 Plan is sponsored by the Ohio Public Employees Deferred Compensation Program that has been established pursuant to Chapter 148 of the Ohio Revised Code.
 - c. Any contribution outlined in the section shall be transmitted to the providing vendor no later than the next payroll date.

2. Mandated deductions include teacher's retirement, Federal, state and city withholding taxes, and unexcused absence.
3. GATA/OEA/NEA dues shall be deducted equally from two paychecks per month beginning with the first pay in October and ending the second pay in August.

H. Insurance Coverage

1. The Board will pay the cost minus the required premium payment as outlined below of a full single or family insurance plan as set forth in this agreement and further defined in the Summary Plan Document dated October 1, 2005 and included as Appendix E. The Board will also pay for a modified dental plan with a twenty-five (\$25) deductible and vision coverage as in effect as listed in the specifications.

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

- a. Maximum benefit each calendar year per person for Class I, II, and III services will be \$2,000.
- b. Lifetime maximum for orthodontics \$1,500.
- c. Percentage of payment of reasonable and customary charges for covered dental expenses:

Class I	100%	Class III	60%
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Class II	80%	Class IV	50%
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Class I = Diagnostic - general and preventive

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

Class III = Restorations, Prosthodontics - Installation

Class IV = Orthodontics

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

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

4. A forty thousand dollar (\$40,000) Term Life Insurance policy shall be paid for each employee - excluding substitutes. The bargaining unit member may purchase additional life insurance for the member, spouse,

and dependents at the group rate through payroll deduction subject to the terms of the carrier.

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

Hours Worked Daily

0-2 hr. 59 min.	Employee may pay full cost of coverage
3-3 hrs. 59 min.	Board pays 1/2 of the cost of insurance premiums
4-4 hrs. 59 min.	Board pays 4/7 of the cost of insurance premiums
5-5 hrs. 59 min.	Board pays 5/7 of the cost of insurance premiums
6-6 hrs. 59 min.	Board pays 6/7 of the cost of insurance premiums
7 hours or over	Board pays 7/7 of the cost of insurance premiums

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

Effective August 1, 2011 in addition to the above required pro-rated premium payments, each bargaining unit member shall pay the following monthly premium.

Single monthly premium	\$41.78
Family monthly premium	\$97.38

Except for the August 2011 premium payment, all premiums shall be divided equally and deducted from the first two (2) paychecks of each month. The August 2011 premium will be paid in one (1) full payment from the second pay of the month.

6. Insurance Waiver

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

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

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

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

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

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

7. Insurance Committee

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

I. Severance Pay

Severance pay will be paid to an employee who retires, severs employment after fifteen years of service to Geneva Area City Schools or dies while an employee of Geneva Area City Schools on the basis of one-fourth (1/4) of the employee's total available accumulated sick leave days up to a maximum of eighty (80) days at the daily rate at the time of retirement.

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

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

J. Salary

1. Effective July 1, 2011, the starting salary for zero (0) years at the Bachelor's level shall be \$33,430. The rest of the schedule shall be adjusted according to the present index and extracurricular salary schedule contained in the appendix of this contract. For the 2011-2012 school year no bargaining unit member will receive any step increase (vertical movement) or education credit (horizontal movement) on the attached salary schedules.

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

3. Direct Deposit of Paychecks

Bargaining unit members will have direct deposit of their paychecks.

K. STRS Pick-Up with Reduction

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

1. The amount to be picked-up and paid on behalf of each employee shall be the entire mandated percentage of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall become effective for the 1989-90 contract year and shall apply to all compensation including supplemental earnings thereafter.
5. The employee shall be responsible for any and all of the present and future limitations and/or restrictions of the IRS and State Income Tax.
6. Should any type of legal action occur, the employee shall be responsible for any and all costs and shall indemnify the employer from any guilt should this section be ruled illegal.

L. Open Enrollment/Tuition Waiver

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

M. Mileage

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

N. Tuition Reimbursement

1. Any certified employee desiring to take additional credit and expecting reimbursement from the Board of Education shall have approval by the Local Professional Development Committee (LPDC) of courses taken before reimbursement will be made.
2. Any certificated/licensed employee who receives prior approval for reimbursement also agrees and shall teach in the district for one (1) school year following approval and/or reimbursement.
3. Documentation of LPDC approval, an official transcript and the receipt showing the tuition has been paid are due in the Superintendent's office in order that payment may follow.
4. The Board shall reimburse the employee for up to nine (9) semester hours or up to twelve (12) quarter hours within any period July 1, through June 30 as follows:

\$56.25 per quarter hour

\$75.00 per semester hour
5. Payment shall be made within two (2) payrolls after receiving the transcript and receipt of payment of fees.
6. Failure by any certificated/licensed employee to follow the above rules and regulations may result in a lack of reimbursement from the Board of Education. If a reimbursed employee resigns before the one-year limit, the reimbursement shall be deducted from the employee's final paycheck.

O. Payment and Deferral of Severance Pay

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

lieu of the payment being made directly to the retired employee; and such payment shall eliminate all sick leave credit of the retired employee. For purposes of this Section, this arrangement is referred to as the "403(b) Plan".

2. The terms of the 403(b) Plan shall include the following:
 - a. Participation in the 403(b) Plan shall be mandatory for any teacher actively employed on or after June 30, 2005, who would be entitled to severance pay under Section I. of this Article who is fifty-five (55) years or older in the year in which they retire or sever employment.
 - b. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan to a TSA in an amount equal to the total amount of the Participant's retirement pay in accordance with Section I. of this Article.
 - c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Section I. of this Article regarding the payment of severance pay provided, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year.
 - d. A teacher who is a participant in the 403(b) Plan shall select the TSA provider from among the approved list of TSA providers; and unless and until a teacher does so, no contribution of severance pay shall be made to the 403(b) Plan on behalf of the teacher.
 - e. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan.
 - f. The Plan year of the 403(b) Plan shall be the calendar year.
 - g. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.
3. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the GATA guarantees any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.
4. Any teacher who is entitled to severance pay who is not an eligible participant in the 403(b) Special Pay Plan will continue to be eligible for

any and all severance payments in accordance with Section I of this article. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

P. Background Checks

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

Q. Section 125 Plan ("Cafeteria Plan")

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

XI. ABSENCES AND LEAVES

A. Leave of Absence

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

a. Leave under Family and Medical Leave Act can be used for the following purposes.

- (1) To care for a newborn child;
- (2) To care or spend time with an adopted child or foster child;
- (3) To care for a spouse, child or parent with a serious health condition;
- (4) To recover from a serious health condition.

- b. Coverage under FMLA leave shall be for up to twelve (12) workweeks during the school year (July 1 - June 30).
2. A leave of absence is defined as a period of extended absence from duty other than sabbatical leave by a teacher for which a written request is submitted and approval is given by the Superintendent and the Board of Education. No compensation is paid by the Board to a teacher on a leave of absence. Upon return from a one-year approved leave, such teacher will return to his/her position formerly held, if it still exists. Upon return from an approved leave longer than one year such teacher shall be returned to a position for which he/she is fully certified, with the same contractual status which was held prior to the leave.
3. A member of the professional staff who has served the Geneva Area City Schools for at least two (2) years may be granted a leave of absence for a period of not more than one (1) school year for educational, professional or other approved purpose. Any member of the professional staff requesting a leave for up to one (1) year due to illness or other disability shall be granted such leave upon request.
4. A teacher, upon return to service at the expiration of a leave of absence, shall resume the contract status held prior to such leave. No credit shall be allowed on the salary schedule for experience while on leave of absence except for a teacher returning from military leave.
5. The Superintendent is authorized to set a date upon which a teacher on leave of absence must indicate his/her intention to return to duty. If a teacher fails to comply with the Superintendent's request by a designated date or by April 1 if no date has been designated, the leave of absence shall become a resignation. A one (1) year extension of the original leave of absence may be granted upon a recommendation of the Superintendent with the approval of the Board.

B. Sabbatical Leave

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

1. All insurance coverage shall be continued for those who are on sabbatical leave upon payment of the group premium rate by the employee. Said premium will be payable to the Treasurer's office by the 20th of the month prior to coverage.
2. Employees who are on sabbatical leave shall not accumulate sick leave.

C. Sick Leave

1. Teachers shall accumulate sick leave at a rate of one and one-quarter (1 1/4) days per month to a maximum of fifteen (15) days in any year. Sick leave shall accumulate from year-to-year to a maximum of 320 days. Sick leave may be used for any of the following reasons and under the following guidelines:
 - a. Personal illness
 - b. Pregnancy as established by 3319-141
 - c. Illness or death in the immediate family. Immediate family is defined as:
 - (1) Those living in the same household and/or husband, wife, children, parents, parents-in-law, brother and sister.
 - (2) Grandparents, grandparents-in-law, grandchildren, aunt, uncle, children-in-law, sister-in-law, brother-in-law requiring attendance at the bedside, not to exceed three (3) sick days per illness, unless approved by the Superintendent.
 - (3) Any other relative upon Superintendent approval.
 - (4) Any person for whom the teacher has a legal responsibility.
 - d. Any full-time new employee or any employee who has exhausted all earned sick leave shall be advanced five (5) days sick leave prior to the start of each new school year.
 - e. Employees will be allowed to use sick leave on a one-quarter (1/4), one-half (1/2), or three-quarter (3/4) day basis when applicable. High School teachers shall be allowed to use sick leave on a one-eighth (1/8) day basis and Middle School teachers on a one-ninth (1/9th) day basis when applicable.
 - f. Teachers shall be notified of the total number of sick leave days accumulated in their sick leave account on each paycheck.
 - g. Any teacher who uses no more than four (4) days total absences per year, except for professional leave days, association leave, authorized absences (on-school assignment or jury duty), or assault/physical injury leave, shall be eligible to request payment for one (1) unused sick leave day at his/her current daily rate. Said sick leave day shall be subtracted from his/her total accumulation. If requested, payment shall be made in his/her second paycheck in June. Request for payment shall be made on or before the last workday of the school year.

2. Procedures

- a. Teachers unable to attend school because of illness or other reasons shall notify the Superintendent or designee as soon as possible.
- b. Teachers shall notify the Superintendent or designee prior to the close of the students' school day if they know they will be unable to attend the following day.
- c. Teachers will give the following information on the prescribed form (Appendix H):
 - (1) Name
 - (2) Reason for absence
 - (3) Location of lesson plans or name of the person who will be bringing them to school. Lesson plans should be delivered prior to the start of the student day so the substitute has a chance to review them.
 - (4) Location of seating chart(s) and grade book
 - (5) Any other information or instructions like duties, etc. that may be of help to the substitute.

3. Sick Leave Bank (SLB)

- a. Membership
 - (1) The SLB is a voluntary program for participating GATA members.
 - (2) Only participating members may benefit from the program.
 - (3) To become a participating member of the SLB, a bargaining unit member must donate two (2) sick days during the open enrollment period. The enrollment period shall be August 20 through October 1 each year.
 - (4) Donated days will be deducted from the second pay period in October.
 - (5) Donated days are not returnable to the participating member, and the donation does not count against the stipend for non-use of sick days.

- (6) At any time the amount of days in the SLB falls below seventy-five (75) days, all participating members of the SLB shall be required to donate one (1) additional day within thirty (30) days of receiving notification of the requirement to donate an additional day. Any participating member unwilling to contribute an additional day upon this request will forfeit the right to participate in the SLB and will be removed from SLB membership.
 - (7) Once the amount of days in the SLB reaches the level of five hundred (500) days, only new members to the SLB will be required to contribute in order to establish membership, except as provided in paragraph a., (6), above.
- b. Qualifications for Use of the Sick Leave Bank
- (1) SLB days will be granted only in cases of absence that comply with the language of the GATA Master Agreement for sick leave usage.
 - (2) All accumulated sick and personal leave must be exhausted before an individual is eligible for SLB days.
 - (3) All unused days must be returned to the SLB.
 - (4) Sick days earned during the absence will be accrued by the employee who uses the SLB.
 - (5) SLB days will not be used in lieu of disability retirement.
 - (6) Members who are receiving temporary disability payments for the Workers' Compensation Bureau are not eligible to receive SLB days.
 - (7) A member requesting SLB days for mental/emotional disability must be under the care of a licensed physician, psychiatrist, or psychologist and be involved in an active treatment plan.
 - (8) SLB grants will end as of the last workday of the school year. SLB grants will not automatically be carried over from one school year to another.
 - (9) No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that she/he is receiving benefits from the SLB.

c. Administrative Review

- (1) A Committee shall be formed to administer the SLB. All cases shall be reviewed for final decision by the SLB Committee. This committee shall consist of five (5) participating members including the GATA President or designee, one (1) secondary bargaining unit member, one (1) elementary bargaining unit member, and two (2) at-large bargaining unit members.
- (2) A participating member may draw upon the SLB by making application through the SLB Committee. The application must be presented to the SLB Committee for action. Action on the member's request will be by majority vote of the Committee within ten (10) working days of the request. The SLB Committee shall notify the Treasurer's Office in writing of the participant and the number of sick leave days granted within two (2) working days of the decision. The decision of the SLB Committee shall be final, binding, and not subject to the grievance procedure, court action, or any appeal. The Association agrees to indemnify and hold harmless the Board of Education from any and all claims, grievances, actions, or litigation involving the implementation and operation of the SLB, except for such matters which are expressly established as the Board of Education's responsibilities and/or duties in the Master Agreement regarding the SLB.
- (3) The minutes of each meeting of the SLB Committee will be provided to the Board's Treasurer.
- (4) Confidentiality – The SLB Committee shall take all necessary steps to insure the confidentiality of its decisions.
- (5) The SLB Committee has the right to request documentation and/or reports from physician(s) or other related documentation to substantiate any request for SLB use.
- (6) In the event that a member is physically unable to make a request to the SLB, a family member or agent may file the request on the member's behalf.

d. Distribution of Days from the SLB

- (1) Under most circumstances, the SLB Committee may grant up to a maximum of twenty (20) days per individual request.
- (2) If need exists for leave beyond the days granted, a new application shall be submitted to the SLB Committee.

- (3) One (1) individual cannot exceed the maximum of sixty (60) days from the SLB per illness or event.
- (4) SLB days cannot be used to extend a pregnancy leave beyond a total of thirty (30) working days combined between personal sick leave days and SLB sick leave days for a normal, uncomplicated vaginal birth.

D. Professional Leave

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

1. Employees of the Board of Education are expected to participate in professional activities in education organizations which are beneficial to the public schools, such as curriculum studies in educational leadership and experimental programs. A planned rotation will be followed so that one teacher does not attend all the meetings held.
2. Employees' actual expenses and salaries of substitutes shall be paid by the Board for the above. These expenses must have prior approval of supervisor and be within the appropriations in the particular category. Expenses for meals will not exceed forty dollars (\$40) per day for each employee.

E. Personal Days

At the beginning of each school year, every employee shall be granted four (4) personal days for use during the year with no stated reason. Employees may use personal days in one-fourth (1/4th) of a day increments when applicable. High School teachers may use personal days in one-eighth (1/8th) of a day increments and Middle School teachers in one-ninth (1/9th) of a day increments when applicable. Requests to use a personal day shall be made through the teacher's Building Principal at least twenty-four (24) hours before the school day begins, whenever possible.

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

One (1) unused personal day may be carried over to the next year. Up to two (2) additional unused personal days held by the employee at the end of the year shall be converted by the Treasurer's office to the employee's sick leave balance prior to the beginning of the next year. Should an employee only wish to convert up to two (2) days to sick leave and not carry over any personal days, they shall notify the Treasurer's Office in writing no later than June 10.

F. Emergency Leave

1. Emergency leave must be approved by the Superintendent for not more than three (3) days in any school year. Emergency leave is not accumulative and shall cover any unforeseen combination of circumstances that calls for immediate action.
2. Employees may use emergency leave days on a one-quarter (1/4), one-half (1/2), and three-quarter (3/4) day basis when applicable. Secondary teachers may use an emergency day on a one-eighth (1/8) day basis when applicable.

G. Judicial Obligations

1. An employee who is summoned for jury duty or who is appearing before a court or an agency as a witness or party in a criminal or civil proceeding shall be granted all necessary leave.
2. The employee will be paid regular salary.

H. Parental and Maternity Leave

1. Definition

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

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

2. Application for Leave

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

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

3. Leave Rights

- a. Employees may use sick leave for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from. Employees for whom sufficient sick leave is not available to cover the period of disability due to pregnancy shall be entitled to unpaid leave of absence for that portion of the period of disability not covered by sick leave.
- b. All insurance coverage shall be continued for those who are on such leave upon payment of the group premium rate by the employee. Said premium will be payable to the Treasurer's office by the 20th of the month prior to coverage.
- c. Upon return from approved parental or maternity leave, the employee shall be entitled to reinstatement to the same position or a comparable position which he/she held prior to the leave.

I. Assault Leave

1. Assault leave will be granted to any teacher who is absent due to a mental disability or physical injury resulting from an assault which occurs while the teacher is fulfilling the duties required in his/her contract with the Board. The teacher will be maintained on full school pay status during the period of such disability, or until the earliest time that the employee would be eligible for disability leave through the State Teacher's Retirement System.
2. Assault leave will not be charged against sick leave earned or earnable or other such leave.
3. The Board will require a teacher requesting assault leave to return to the Superintendent a signed statement justifying the use of assault leave. The form for this statement will be made available from the secretary in the building where the teacher is assigned.
4. After seven (7) days of absence, an assaulted teacher will apply for workers compensation and sign an agreement with the Board to allow compensation received for this absence to be paid to the Board.
5. A medical certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be

approved for payment. Any excess cost of the medical examination above the amount covered by medical insurance shall be borne by the Board.

J. Workers' Compensation

1. All employees covered under this Agreement are protected under the Ohio Workers' Compensation Act in case of injury or death incurred in the course of or arising out of their employment.
2. An employee who is injured on the job will be eligible to receive workers' compensation and expenses, as determined by the Workers' Compensation laws.
3. An injury incurred while performing assigned responsibilities will immediately be reported to the injured employee's supervisor and an application will be filed with the Bureau of Workers' Compensation within seven (7) working days. The administration shall assist the employee in filing the Workers' Compensation claim.
4. The employee has the option to use sick leave or wage reimbursement under Workers' Compensation regulations, but the employee must designate the option of his/her choice at the time of filing the claim.
5. Upon return from an injury leave, the employee will return to his/her former position or equivalent position if original position no longer exists and will accrue seniority while on leave.

XII. ADDITIONAL PERSONNEL

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

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

1. Responsibility

The substitute teacher shall have the same responsibility as a regular classroom teacher. Plan books will be made available so the substitute teacher can teach accordingly. The arrival and dismissal time for the substitute teachers will be the same as the regular teacher providing they have sufficient notification.

2. When substituting on a one-day basis, substitutes will be required to stay for the remainder of the teacher's day and grade any papers that may have been turned in. If the substitute knows in advance that they will be substituting the following day, they will be expected to spend time in preparing for the next day's assignment. The Principal shall inform

substitutes of any extra duties for which the absent teacher is responsible.

3. Payment

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

4. Because of the rare circumstance under which a substitute is called, arrives for work and thereafter is not needed, said substitute shall be paid a minimum of one half day's pay if he/she arrives on the job.

B. Student Teachers

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

1. Assignment of student teachers shall be made from the Superintendent's office. The Superintendent shall obtain the approval of the Principal and the supervising teacher before accepting a student teacher.
2. Supervising teachers should have taught at least three (3) years in the Geneva Area City Schools and a Master's Degree preferred with a minimum of a Bachelor's Degree required. Superior teachers should be given first preference. September experience and observation teachers are also welcomed by the Geneva Schools.

C. Tutors

1. Tutors contracts shall include their wages/rate of pay.
2. Tutors shall receive notice of their assignment within ten (10) working days after the start of the school year, including:
 - a. Tentative class type and age group
 - b. Tentative site
 - c. Tentative schedule and number of days of service
3. Tutors will receive their regular salary in cases of snow or other calamity days when school is closed.

4. Tutors will receive, at their regular salary one (1) paid professional planning period per week when they are scheduled to work more than twenty (20) hours per week.
5. Tutors shall be compensated as follows:

1-10 years	-	.0007 x base
11-20 years	-	.00075 x base
21+ years	-	.0008 x base
6. Tutors shall be paid even if assigned student(s) are absent.
7. Tutors shall be scheduled for a paid thirty (30) minute duty-free lunch if scheduled to work before and after the normal lunch period.

D. Nurses

The Board shall hire an additional one-half (1/2) time nurse in addition to the two (2) nurses on staff.

XIII. WORKING CONDITIONS

A. Safe Working Environment

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

B. Storage, Phones and Workroom

The Board shall make available in each building:

1. An existing telephone for staff use throughout the day. Every reasonable effort shall be made to place a phone in a location that will allow for confidential and private phone conversations. There shall be no unauthorized long distance phone calls charged to the school.
2. Storage facilities in which a teacher may safely store instructional materials and supplies.
3. A faculty workroom.

C. Lunch Aide, Printing and Custodial Help

Teachers shall have:

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

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

D. Staff Directory

An annual district-wide directory shall be provided for all staff.

E. Chronic Communicable Diseases -- Specifically AIDS and Hepatitis

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

2. Reports of Suspected Carriers

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

3. Testing Criteria

- a. No employee shall be required to submit to a medical evaluation of his physical or mental condition without determination of just cause for said evaluation. The just cause determination shall be made by a tripartite panel which shall conduct a due process hearing and render a written determination which shall be final and binding on the parties.
- b. The tripartite panel shall be comprised of a physician selected by the Employer, the employee's personal physician, and an impartial third party selected by the Board and the G.A.T.A. The mutually selected third party shall act as chairman of the panel and shall serve in that capacity for all subsequently convened panels to determine probable cause for medical evaluation.
- c. The tripartite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of an employee. Within ten (10) days after the conclusion of the due process hearing, the panel shall render a written determination of the rationale to the Superintendent and the employee.

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

4. Medical Evaluation

- a. Within ten (10) days after a determination has been rendered substantiating probable cause for medical evaluation or if an employee voluntarily submits to a medical evaluation, a medical review team comprised of (a) a physician specializing in the contagious disease in question, (b) a physician from the appropriate public health district, and (c) the physician designated by the Superintendent as the Employer's physician shall be convened by the Superintendent to conduct a medical evaluation of the employee's condition. The medical review team shall provide for the examination of the employee and may obtain, upon written, voluntary authorization of the employee, all relevant and pertinent medical information from the employee's personal physician.
- b. The report rendered by the medical review team shall be restricted to an evaluation of the employee's medical condition and shall clearly provide:
 - (1) Whether or not the employee has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:
 - (a) Whether or not the employee's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:
 - (i) The nature of the risk of the employee's medical condition (how the disease is transmitted);
 - (ii) The duration of the medical condition (how long is the carrier infectious);
 - (iii) The severity of the risk of the medical condition (what is the potential harm to third parties); and
 - (iv) The probability the disease will be transmitted and will cause varying degrees of harm.

(b) Whether or not the employee is otherwise qualified to remain in his/her current job. "Otherwise qualified" means that the employee is able to meet all of the job requirements in spite of the employee's medical condition.

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

5. Reasonable Accommodation

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

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

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

6. Elimination of Health Risk

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

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

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

7. Disability Retirement

Subsequent to the determination that temporary or permanent removal of a disabled employee is justified, the Employer shall support the

employee's application for disability retirement, if the employee elects to make such application.

8. Confidentiality

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

9. Education

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

10. Exclusions

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

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

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

F. Photocopying/Duplication Equipment

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

G. Drug and Alcohol Free Work Place

1. It is the policy of Geneva Area City Schools Board of Education to maintain a drug and alcohol-free work place in full compliance with all applicable federal, state and local laws.
2. The Board may require an employee, or prospective employee, to be tested for drugs or alcohol for the following reasons or circumstances:
 - a. Post-offer, pre-employment testing

- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Return to work assessment

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

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

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

- b. Reasonable Suspicion Testing

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

- (1) Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use.
- (2) A pattern of abnormal conduct or erratic behavior.
- (3) Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

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

- c. Post-Accident Testing

Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or

unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee's scope of employment, and which results in any of the following:

- (1) A fatality of anyone involved in the accident.
- (2) Bodily injury to the employee and/or another person that meets the standard of "reasonable suspicion" outlined above.
- (3) Vehicular damage in apparent excess of \$2,000.00.
- (4) Non-vehicular property damage in apparent excess of \$2,000.00.

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

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

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

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

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

3. Rehabilitation Option

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

may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

H. Work Related Safety and the Safety Committee

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

I. Travel Time

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

J. Technology

At no time may anyone other than the Superintendent request a copy of any bargaining unit member's computer files, internet traffic or emails maintained on any Board owned, leased or rented server or computer. The affected bargaining unit member must be notified within twenty four (24) hours of the request.

K. Building Transition Committee

As buildings are scheduled to be closed, moved or completely reorganized there shall be created a Building Transition Committee. The committee shall be created at least three (3) working months prior to the scheduled building transition. The committee shall include four (4) bargaining unit members and not more than four (4) management employees. The committee shall develop building schedules including student and staff school days and other items that will make the transition the most efficient and practical possible. The committee shall not have the authority to change any item covered by the Collective Bargaining Agreement or a term or condition of employment unless said change is reduced to writing and duly ratified by both parties. The committee will cease to exist upon the opening of the school building for classes.

L. Student Placements

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

XIV. REDUCTION IN FORCE

A. Definition

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

B. Reasons

1. A reduction in force shall be deemed necessary only for the reasons defined in ORC 3319.17 which includes financial reasons. A financial reason shall be defined as a projected cash balance of 10% or less of the general operating fund for the next fiscal year as verified by ODE and OEA analysis. Additionally, any substantial reduction in Federal or State Grant or Program dollars may result in a RIF of position(s) funded by the lost dollars.
2. A RIF may only occur at the end of a school year and contract suspensions must be effective no earlier than the first work day of the next school year. For this section school year is defined as days teachers are scheduled to be at work.

C. Notification

1. When the Board is contemplating the suspension of any bargaining unit member's primary contract, it will notify the Association President at least forty-five (45) calendar days prior to Board action implementing a RIF. Such notice will be in writing and will include the specific positions(s) to be affected, the proposed time schedule, and the reason(s) for the proposed action. Within ten (10) days of the notice being delivered, a meeting shall be held between representatives of the GATA and the Superintendent to review appropriate data and assess the need for a RIF Program. If the GATA feels that the RIF is not justified, they may immediately file for expedited arbitration.
2. In the event a RIF should occur, the Superintendent shall use his/her authority to assign and transfer bargaining unit members with proper certification in order to minimize the number of bargaining unit members that would be RIFed. The Superintendent shall be allowed to assign or transfer up to three (3) individuals less senior than the displaced employee to create an open position to transfer a displaced employee.
3. Should the position from which a person is involuntarily transferred be recreated or vacated within three (3) years of the transfer, the individual shall be given the right of first refusal prior to the position being posted or otherwise filled. Should the individual who was transferred bid out of the position to which he/she was involuntarily transferred, he/she shall lose the right of return to their former position if recreated.

4. Any bargaining unit member whose contract will be suspended will be notified in writing by certified mail or hand delivery at least fifteen (15) calendar days prior to Board action implementing a RIF. Such notice will include the proposed time schedule and the reason for the proposed action. A copy of such notice will be forwarded to the Association President.
5. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform. Within twenty (20) calendar days of the Board's action to implement a RIF, a bumping meeting shall be held for all affected employees. Bargaining unit members with limited contracts who are re-employed pursuant to ORC Section 3319.11 are subject to the provisions of this Article.
6. A limited contract teacher who is subject to RIF shall not have his/her contract non-renewed instead of suspended.
7. For the purposes of RIF, the Athletic director position shall be available for placement or displacement, as described above, to any member of the bargaining unit who holds a K-12, 7-12 or 9-12 or any other certificate/license that would allow the teacher to work at the High School level.

D. Recall

1. Any bargaining unit member whose contract is suspended will remain on a recall list for thirty-six (36) months after the effective date of the reduction. Exceptions to the provision will occur only if the bargaining unit member:
 - a. waives recall rights in writing;
 - b. resigns; or
 - c. takes full-time employment with another district; or
 - d. fails to accept a position in a similar subject area and/or grade level to the position he/she held immediately prior to contract suspension.
2. All benefits to which a bargaining unit member was entitled at the time of contract suspension including unused sick leave, will be restored upon his/her return to employment and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education.
3. A bargaining unit member will not receive increment credit for time spent on contract suspension, nor will such time count toward the fulfillment of time required for acquiring tenure.

4. When there is a vacancy, an open position or newly-created position, a bargaining unit member whose contract has been suspended and who is certificated/licensed to perform the work in question will be recalled in seniority order prior to filling the vacancy with active bargaining unit members.
5. A bargaining unit member will be notified of recall by letter and telephone at his/her last known address.
6. No bargaining unit member new to the district will be employed for the position until all properly certificated/licensed RIF'd bargaining unit members have been offered said position and have rejected a contract for the position.
7. A bargaining unit member on the RIF list will be given priority consideration as a substitute bargaining unit member in the district.
8. Laid off teachers shall have the right to pay the total premium for group life, hospitalization and other group insurance benefits for a period not to exceed three (3) years, if approved by the carrier.
9. The Board of Education shall not contest unemployment compensation requests by employees whose contracts are suspended due to a RIF unless the employee for a reason other than their RIF status is otherwise ineligible for unemployment compensation.

XV. GRIEVANCE PROCEDURE

A. Purpose

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

B. Definition of Grievance

1. A claim by that there has been a violation, misinterpretation or misapplication of any provisions of the Agreement may be processed as a grievance as hereinafter provided.
2. Grievant: A grievant is any person(s), or the Association, who files a grievance.
3. Days: Shall mean work days except during summer when days shall be weekdays.

C. Rights of the Grievant and Association

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

D. No Reprisals

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

E. Procedure

1. Informal

- a. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the building principal personally or accompanied by a GATA representative. This informal conference shall take place within twenty (20) working days of the date of the occurrence of the alleged violation. However, if an individual teacher desires to discuss a personal complaint with a supervisor, that teacher is free to do so without recourse to the grievance procedure.
- b. If, as a result of the informal discussion with the building principal, the grievant feels that a grievance still exists, the grievant may invoke the following formal grievance steps within ten (10) working days of the informal meeting. Grievance forms will be available from the GATA representative in each building.

2. Formal

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

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

Step II - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above stated time limits, the grievant and/or the GATA shall, within ten (10) working

days following the receipt of the disposition or when the deadline expires, complete Grievance Report Form Step II and submit the grievance to the Superintendent with copies to each Board member. Within five (5) schooldays, the Superintendent and/or the Superintendent's designated representative shall meet with the grievant and/or the GATA representative. Within three (3) school days of the meeting, the Superintendent shall indicate in writing the disposition by completing the written portion of Step II and forwarding it to the teacher with copies sent to the GATA Grievance Committee and the principal.

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

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

F. Powers of the Arbitrator

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

decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Association.

G. Miscellaneous

1. The time limits in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in a hardship to any party, the Board shall process such grievance prior to the end of the school term or as soon thereafter as possible.
2. No grievance shall be considered resolved without notification and the consent of the G.A.T.A. President. No adjustment of a grievance shall be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the G.A.T.A.
3. A grievance may be initiated at Step II by mutual consent of the G.A.T.A. and the Superintendent.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
5. A teacher(s) engaged during the school day of behalf of the G.A.T.A. with any official representative of the Board in any professional grievance shall be released from regular duties without loss of salary.
6. The fact that an employee filed a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment or promotion process.
7. The Board shall make available to the G.A.T.A. all appropriate records and documents to aid the Association in investigating the circumstances of each and any alleged formal grievance upon written request from the G.A.T.A. President and/or its designee.
8. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
9. All parties of interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
10. A grievance may be withdrawn by the Association at any time without prejudice.

XVI. ATTENDANCE AND DISCIPLINE POLICY

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

Any changes in the Student Attendance and Discipline Policy adopted by the Board on July 21, 1982 will be by mutual consent of the Board and the G.A.T.A.

XVII. MENTOR PROGRAM

A. Qualifications of Mentors for Entry Year Teacher

1. Candidates will be volunteers and must submit such written applications and forms to the district screening body (Geneva LPDC) as may be established and within the established time lines of the screening body. A notice of possible consulting teaching openings will be provided for instructional staff members.
2. Have five (5) consecutive years of satisfactory or above teaching experience within the district and be on a continuing contract.
3. Hold the same or similar valid certification/license as the person being mentored.
4. Teach within the same, similar (primary, intermediate, secondary, etc.) grade level, or closely related instructional assignment.
5. Candidates within the same building as the entry year teacher are preferred and will be given preference in assignment.
6. Those mentor candidates with a minimum of one (1) year satisfactory or above building (to which the assignment will be made) experience will be given preference over candidates whose previous experience is outside the building in assignment.
7. Show evidence of continuing and relevant education within the teaching field/instructional assignment.
8. Complete all satisfactory course work or training required to be a mentor.
9. Candidates shall exhibit such knowledge, skills, attitude, and values as may be deemed essential by the screening body for becoming an essential mentor.
10. Have the recommendation of administration.

11. Cooperate in the annual review of the mentor/entry year process.

B. Other Considerations

1. The LPDC will meet and screen applicants for mentoring positions to make recommendations to the administration for appointment by the Ashtabula County ESC.
2. The principal will mediate disagreements between the two mentoring parties.
3. The entry year teacher can discontinue the assigned mentor's entry year teacher assignment and request a new mentor, with administrative approval.
4. The mentor teacher may resign the position, with administrative knowledge, and adequate time must be given to find a replacement.
5. The LPDC will review the process to make recommendations for changes.
6. The LPDC will create, adopt, or change, if necessary, any forms and/or protocol (time lines, submission dates, etc.) without prior consent of the GATA or administration in order to effectively carry out their responsibilities and business as long as it remains within the confines of the total process negotiated by the two parties (GATA and Board).
7. The number of entry year teachers assigned to a mentor is limited to three (3).
8. Compensation will be paid at a rate determined by the ESC, but not to go below \$1,000 per mentee per year.

XVIII. GENERAL

A. Modifications to Contract

It is agreed that negotiations for a one (1) year contract period July 1, 2011 through June 30, 2012 are completed and that this contract includes all items mutually agreed to and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the Board and the G.A.T.A. in writing.

B. Contrary to Law

If any provision of this agreement or any application thereof to any teacher or group of teachers is held to be contrary to law, then such provision of application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full

force and effect. The parties will meet not later than ten (10) working days after any such holding for the purpose of renegotiating the provision or provisions affected. The bargaining process outlined in Article III shall govern these negotiations including, but not limited to, the Dispute Resolution Procedure.

C. Non-Discrimination

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

D. Board Policies

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

E. Contract Printing and Distribution

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

F. Duration

All terms and conditions of employment established by this Agreement between the Geneva Area Teachers Association and the Geneva Area City Schools Board of Education shall be effective 12:01 a.m. on July 1, 2011 and shall remain in full force and effect through midnight June 30, 2012.

ASSOCIATION:

Denise Stehura 8-15-11
President Date

Nancy Patterson 8-15-11
Negotiations Chairperson Date

[Signature] 8/15/11
OEA Consultant Date

BOARD OF EDUCATION:

[Signature] 8-15-11
President Date

Kevin G. Kellee 8/17/11
Treasurer Date

Mary D. Zappitella 8/15/11
Superintendent Date

APPENDIX A-1
GENEVA AREA CITY SCHOOLS' SALARY SCHEDULE
 Effective July 1, 2011

Exp.	BA	BA/150 BA + 10	BA + 20	BA + 30	MA	MA + 10	MA + 20	MA + 30
	1.00	1.04	1.08	1.12	1.16	1.20	1.24	1.28
0	33,430.00	34,767.20	36,104.40	37,441.60	38,778.80	40,116.00	41,453.20	42,790.40
	1.05	1.09	1.13	1.17	1.21	1.25	1.29	1.33
1	35,101.50	36,438.70	37,775.90	39,113.10	40,450.30	41,787.50	43,124.70	44,461.90
	1.10	1.14	1.18	1.22	1.26	1.30	1.34	1.38
2	36,773.00	38,110.20	39,447.40	40,784.60	42,121.80	43,459.00	44,796.20	46,133.40
	1.15	1.19	1.23	1.27	1.31	1.35	1.39	1.43
3	38,444.50	39,781.70	41,118.90	42,456.10	43,793.30	45,130.50	46,467.70	47,804.90
	1.20	1.24	1.28	1.32	1.36	1.40	1.44	1.48
4	40,116.00	41,453.20	42,790.40	44,127.60	45,464.80	46,802.00	48,139.20	49,476.40
	1.25	1.29	1.33	1.37	1.41	1.45	1.49	1.53
5	41,787.50	43,124.70	44,461.90	45,799.10	47,136.30	48,473.50	49,810.70	51,147.90
	1.30	1.34	1.38	1.42	1.46	1.50	1.54	1.58
6	43,459.00	44,796.20	46,133.40	47,470.60	48,807.80	50,145.00	51,482.20	52,819.40
	1.35	1.39	1.43	1.47	1.51	1.55	1.59	1.63
7	45,130.50	46,467.70	47,804.90	49,142.10	50,479.30	51,816.50	53,153.70	54,490.90
	1.40	1.44	1.48	1.52	1.56	1.60	1.64	1.68
8	46,802.00	48,139.20	49,476.40	50,813.60	52,150.80	53,488.00	54,825.20	56,162.40
	1.45	1.49	1.53	1.57	1.61	1.65	1.69	1.73
9	48,473.50	49,810.70	51,147.90	52,485.10	53,822.30	55,159.50	56,496.70	57,833.90
	1.50	1.54	1.58	1.62	1.66	1.70	1.74	1.78
10	50,145.00	51,482.20	52,819.40	54,156.60	55,493.80	56,831.00	58,168.20	59,505.40
	1.55	1.59	1.63	1.67	1.71	1.75	1.79	1.83
11	51,816.50	53,153.70	54,490.90	55,828.10	57,165.30	58,502.50	59,839.70	61,176.90
	1.60	1.64	1.68	1.72	1.76	1.80	1.84	1.88
12	53,488.00	54,825.20	56,162.40	57,499.60	58,836.80	60,174.00	61,511.20	62,848.40
	1.65	1.69	1.73	1.77	1.81	1.85	1.89	1.93
13	55,159.50	56,496.70	57,833.90	59,171.10	60,508.30	61,845.50	63,182.70	64,519.90
	1.70	1.74	1.78	1.82	1.86	1.90	1.94	1.98
14	56,831.00	58,168.20	59,505.40	60,842.60	62,179.80	63,517.00	64,854.20	66,191.40
	1.75	1.79	1.83	1.87	1.91	1.95	1.99	2.03
16	58,502.50	59,839.70	61,176.90	62,514.10	63,851.30	65,188.50	66,525.70	67,862.90
	1.80	1.84	1.88	1.92	1.96	2.00	2.04	2.08
19	60,174.00	61,511.20	62,848.40	64,185.60	65,522.80	66,860.00	68,197.20	69,534.40
	1.85	1.89	1.93	1.97	2.01	2.05	2.09	2.13
22	61,845.50	63,182.70	64,519.90	65,857.10	67,194.30	68,531.50	69,868.70	71,205.90
	1.90	1.94	1.98	2.02	2.06	2.10	2.14	2.18
25	63,517.00	64,854.20	66,191.40	67,528.60	68,865.80	70,203.00	71,540.20	72,877.40

Full time teacher who substitutes by 45-minute period – 12 ½ % of his/her daily rate.

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

Substitute teachers - \$100 per day

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

APPENDIX B

GATA ACADEMIC EXTRACURRICULAR SALARY SCHEDULE

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

POSITIONTIMES B.A. BASE

SPANISH CLUB ADVISOR	.02
SPONSORS, CLASS	
6 th , 7 th and 8 th Grade	.03
9th Grade	.01
10th Grade	.02
11th Grade	.10
12th Grade	.15
STUDENT COUNCIL ADVISOR	.08
STUDENT COUNCIL ADVISOR, Elementary	.02
TEEN INSTITUTE ADVISOR	.03
UNITED NATIONS ADVISOR	.05
WEB MASTER	.03
VOCAL MUSIC DIRECTOR	.16
VOICE DEMOCRACY ADVISOR	.01
YEARBOOK ADVISOR	.06

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

APPENDIX C

GATA ATHLETIC EXTRACURRICULAR SALARY SCHEDULE

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

SOCCER			
Head Soccer Coach	.11	.13	.15
Assistant Soccer Coach	.08	.10	.12
7th & 8th Grade Soccer Coach	.06	.07	.08
SWIMMING			
Head Swimming Coach	.05	.06	.07
TENNIS			
Head Tennis	.11	.13	.15
Assistant Tennis	.08	.10	.12
7th & 8th Grade Tennis	.06	.07	.08
TRACK			
Head Track	.11	.13	.15
Assistant Varsity Track	.08	.10	.12
7th & 8th Grade Track	.06	.07	.08
Assistant 7th & 8th Grade Track	.04	.05	.06
VOLLEYBALL			
Head Volleyball	.19	.21	.23
Assistant Volleyball	.12	.14	.16
Freshman Volleyball	.11	.12	.13
8th Grade Volleyball	.08	.09	.10
7th Grade Volleyball	.08	.09	.10
WRESTLING			
Head Wrestling	.21	.23	.25
Assistant Varsity Wrestling	.14	.16	.18
Freshman Wrestling	.12	.13	.14
8th Grade Wrestling	.10	.11	.12
7th Grade Wrestling	.10	.11	.12

1. Aides shall be provided in 7th and 8th grade track if the number of students exceeds thirty (30). Aides will be paid \$344.00 per year.
2. All 7th, 8th, and 9th grade positions will earn one-half (1/2) credit toward varsity assistant experience for each full year in each position for salary purposes.
3. All 7th, 8th, 9th, and Assistant positions will earn one-half (1/2) year credit toward varsity experience for each full year in the position for salary purposes.
4. Coaches new to the district may be given experience credit at the discretion of the Superintendent.
5. The index for the extracurricular schedule shall be based on the B.A., 0 years experience salary level.
6. For the 2011-12 school year all holders of Extracurricular Supplemental contacts will be "frozen" with no additional experience credit granted.

APPENDIX D

EMPLOYEE REQUEST FOR FAMILY AND MEDICAL LEAVE

(Family and Medical Leave Act of 1993)

Date: _____

From: _____
(Employee's Name)

To: Geneva Area City Schools Board of Education

Subject: Request for Family/Medical Leave

My need to take family/medical leave is due to:

- The birth of a child, or the placement of a child with me for adoption or foster care; or
- A serious health condition that makes me unable to perform the essential functions of my job; or
- A serious health condition affecting my spouse, child, parent, for which I am needed to provide care.

I would need this leave beginning on _____ and expect to
(Date)

continue until or about _____.
(Date)

*The employer needs 30 days advance notice before FMLA leave is to begin.

Employee's Signature

*In case of emergency, this does not apply.

APPENDIX E

SCHEDULE OF BENEFITS

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

Benefit Period Calendar Year

Dependent Age Limit To the date on which the child attains age 26

Pre-Existing Period Except for dependents under age 19, charges for an injury, illness, or related conditions caused by or resulting from a preexisting condition shall not be covered.

A preexisting condition means any condition that existed during the three (3) months just prior to your effective date under the plan for which you or your dependent (age 19 to 26 only) received medical care, services, or took prescription drugs.

A condition will cease to be preexisting after the earlier of:

1. The last day a three (3) consecutive month period ends on or after the effective date for which you or your dependent (age 19 to 26 only) receives no treatment or prescription medication for that condition; or
2. Twelve (12) consecutive months after your coverage begins.

Deductible	Network	Non-Network
Per Person	\$0	\$200
Per Family	\$0	\$400

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

Out-of-Pocket Limit	Network	Non-Network
Per Person	\$0	\$1,000
Per Family	\$0	\$2,000

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

Lifetime Maximum for All Covered Services Unlimited

<u>Covered Services</u>	<u>Co-payments/Maximums</u>	
	Network	Non-Network
Preventive Care	Covered in full	20% Co-insurance
Well child care	Covered in full	20% Co-insurance
Physician Office Services	\$10 Co-payment	20% Co-insurance
Inpatient Services	Covered in Full	20% Co-insurance
Maximum days per Benefit Period for Physical Medicine, Biologically Based Mental Disorders and Rehabilitation		Unlimited
Maximum days per Benefit Period for Skilled Nursing Care Facility Services		180
Outpatient Facility	Covered in Full	20% Co-insurance
Therapy Services (when rendered as Physician's Office Services or Outpatient Facility Services)	\$10 Co-payment	20% Co-insurance
Maximum Visits per Benefit Period for:		
Physical and Occupational Therapy		15 visits
Speech Therapy		20 visits
Spinal Manipulations		20 visits

Other Therapy Services (when rendered as Physician's Office Services or Outpatient Facility Services)	Network Co-payment based on setting where Covered Services are received: when rendered in Physician's office, the \$10 co-pay would apply; when rendered in Outpatient facility, it would be covered in full just like any outpatient services.	Non-Network Co-payment based on setting where Covered Services are received: when rendered in Physician's office, the 20% co-insurance would apply; when rendered in Outpatient facility, it would be covered at 20% co-insurance.
Diagnostic Services	Covered in Full	Covered in Full
Emergency Room Services <i>(If admitted directly from the Emergency Room, the Emergency Room Co-payment for that visit is waived)</i>	\$50 Co-payment	\$50 Co-payment
Urgent Care Center Services	\$10 Co-payment	\$10 Co-payment
Ambulance Services	Covered in Full	Covered in Full
Home Care Services Maximum Visits per Benefit Period	Covered in Full	20% Co-insurance 180 visits
Hospice Services Maximum days per Benefit Period	Covered in Full	20% Co-insurance 6 months in Hospice 180 days home or outpatient-lifetime benefits
Medical Supplies, Durable Medical Equipment, and Appliances NOTE: Physician office Co-payments are applied rather than the Network Co-payment listed above if medical supplies, Durable Medical Equipment, or appliances are obtained in a Network Physician's office.	Covered in Full	20% Co-insurance
Maternity Services	Covered in Full	20% Co-insurance

Mental Health/Substance Abuse Services

Inpatient Services	Covered in Full	20% Co-insurance
Maximum days per Benefit Period		None
Outpatient Services	\$10 Co-payment	20% Co-insurance
Maximum visits per Benefit Period		None
Alcoholism Services	\$10 Co-payment	20% Co-insurance
Maximum visits per Benefit Period		None

Prescription Drugs

Retail Pharmacy (Network and Non-Network)	30 days
Mail Service	90 days
Network Retail Pharmacy	
Prescription Drug Co-payment:	
Generic Drugs	\$10 Co-payment
Brand name Drugs	\$20 Co-payment
Mail Service Program	
Prescription Drug Co-payment:	
Generic Drugs	\$15 Co-payment
Brand name Drugs	\$30 Co-payment

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

Vision Insurance

- Exam up to a maximum of \$70.00
- Single lens up to a maximum of \$75.00
- Bifocal lens up to a maximum of \$105.00
- Trifocal lens up to a maximum of \$135.00
- Contacts up to a maximum of \$135.00
- Frames up to a maximum of \$100.00

See Schedule of Insurance Benefits booklet.

APPENDIX F

GENEVA AREA CITY SCHOOLS EVALUATION FORM

NAME _____ DATE _____ BUILDING _____
 AREA OF RESPONSIBILITY _____ TIME _____

Days Absent to Date _____ Comments _____ _____ _____	Types: Sick Leave _____ Professional Day _____ Personal Day _____ Other _____
---------------------------------------------------------------	----------------------------------------------------------------------------------------

I. INSTRUCTIONAL EFFECTIVENESS

E G S N U

1. Demonstrates appropriate academic planning Develops plans in advance of scheduled activities, plans activities that reflect goals and objectives, carries out effective instructional routine (s), etc.					
2. Maintains student attention Involves students in instructional activities by calling on them, encourages participation, uses motivational techniques, etc.					
3. Is able to deliver directions, explanations, and instructional content in a manner understood by students					
4. Facilitates student learning by supplementing regular curriculum material and activities. Media, field trips, demonstrations, related materials, etc.					
5. Individualizes instruction for students with varying abilities Students with learning or behavior problems or those gifted and talented					
II. SCHOOL MANAGEMENT AND ORGANIZATION	E	G	S	N	U
6. Organizes classroom efficiently to meet educational needs of students Floor plan, materials, equipment, etc.					
7. Establishes a pattern of being dependable by being punctual and by attending required meetings					

E=Excellent G=Good S=Satisfactory N=Needs Improvement U=Unsatisfactory

II. SCHOOL MANAGEMENT AND ORGANIZATION (Continued)

E G S N U

<p>8. Establishes and communicates procedures for maintaining a safe physical classroom environment.</p>					
<p>9. Bulletin boards and other displays are related to current curriculum</p>					

III. CLASSROOM CONTROL AND DISCIPLINE

E G S N U

<p>10. Establishes, communicates and maintains desirable standards of classroom behavior that are firm, fair, consistent and in accordance with overall school rules and regulations.</p>					
<p>11. Prevents behavior problems by intervening early. Maintains mobility in the classroom, interacts with students, redirects student attention to task, overlooks inconsequential behavior, etc.</p>					

IV. NON-CLASSROOM RESPONSIBILITIES

E G S N U

<p>12. Provides general supervision through the school Hallways, cafeteria, buses, playground, etc.</p>					
<p>13. Performs necessary clerical responsibilities Attendance records, lesson plans, report cards, IEP writing activities, lunch money, etc.</p>					
<p>14. Prepares in advance for substitute teacher Lesson plans, student assignments, classroom activities</p>					
<p>15. Remains current in the education field through course work, in-service activities, professional literature, conferences, workshops, etc.</p>					

E=Excellent G=Good S=Satisfactory N=Needs Improvement U=Unsatisfactory

V. PERSONAL QUALITIES

E G S N U

16. Uses clear speech					
17. Dresses appropriately for activities concerned					

VI. PROFESSIONAL APPROACH

STUDENTS, STAFF, ADMINISTRATION, PUBLIC

E G S N U

18. Maintains professional behavior Professional interaction with students, confidentiality, professional ethics, etc.					
19. Maintains positive professional interactions with other education personnel Cooperates, shares information, works as a team member, etc.					
20. Makes use of school related resources Other teachers, counselors, administrators, consultants, etc.					
21. Calls attention to the needs of students with learning or behavior problems Communicates with parents and administrators, etc.					

GENEVA AREA CITY SCHOOLS EVALUATION FORM

TEACHER _____

BUILDING _____

EVALUATOR'S COMMENTS:

TEACHER'S COMMENTS:

GOALS:

Contract status was discussed _____

DATE

SIGNATURE OF EVALUATOR

DATE

SIGNATURE OF TEACHER

DATE

SIGNATURE OF WITNESS IF REQUIRED
(Refer to Article VII (A) 11)

NOTE: SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT BY THE TEACHER BUT THAT THE DOCUMENT HAS BEEN PERUSED.

- DISTRIBUTION:
1. Original to personnel file (Superintendent's office)
 2. Evaluator's copy
 3. Teacher's copy

03.06.02

APPENDIX G

**GENEVA AREA CITY SCHOOLS
ABSENCE REPORT**

NAME _____ BUILDING _____

I. SICK LEAVE Dates of Absence _____
Reason: _____

II. PROFESSIONAL DAY Dates of Absence _____
Reason: _____

III. VACATION Dates of Absence _____

IV. EMERGENCY Dates of Absence _____
Reason: _____

V. PERSONAL Dates of Absence _____

VI. ASSOCIATION LEAVE Dates of Absence _____
Reason: _____

VII. AUTHORIZED ABSENCE Dates of Absence _____
(On school assignment
or Jury Duty) Reason: _____

VIII. ASSAULT/PHYSICAL
INJURY LEAVE Dates of Absence _____

IX. APPROVED ABSENCE Dates of Absence _____
Reason: _____

EMPLOYEE'S SIGNATURE _____ DATE _____

PRINCIPAL OR SUPERVISOR RECOMMENDED _____ DATE _____

NOT RECOMMENDED _____ DATE _____

SUPERINTENDENT APPROVAL _____ DATE _____

DISAPPROVAL _____ DATE _____

A

absence	11, 15, 23, 30, 31, 34, 35, 37, 44, 46, 47, 49, 50, 51, 61
accumulated sick leave	39, 51
administrative fees	42
adoption	33, 37, 42, 50, 76
AIDS	iii, 55, 58
alcohol	58, 59, 60
Alcohol	iii, 58
arbitration	62, 66, 67
Arbitration	66
assault	45, 51
Assault	iii, 51
automatic payroll deduction	3

B

bargaining unit member	1, 3, 10, 11, 13, 37, 38, 39, 43, 46, 47, 48, 61, 62, 63, 64
Bargaining Unit Member	ii, 16
Beneficiary	42
benefits	1, 3, 4, 13, 37, 47, 63, 64, 67, 79
Benefits	77, 80

C

calamity days	53
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