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NEGOTIATED AGREEMENT

between the

GARAWAY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and the

GARAWAY TEACHERS' ASSOCIATION

Effective July 1, 2013 through June 30, 2014

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ARTICLE 1 – RECOGNITION AND SCOPE OF BARGAINING

1.01 Recognition

The Garaway Local School District Board of Education, hereinafter referred to as the "Board," recognizes the Garaway Teachers' Association, an OEA/NEA affiliate, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for all regular certificated employees of the District excluding management level employees, confidential employees, and substitutes.

1.02 All members of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified.

ARTICLE 2 – PROFESSIONAL NEGOTIATIONS AGREEMENT

2.01 Procedures

2.011 Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party within the final year of the Agreement, but not less than one hundred twenty (120) days prior to the expiration of the Agreement. Following receipt of the notice, the parties will mutually agree on a date to begin negotiations. If mutual agreement is not reached on a date for the first negotiating session, the parties will hold the first negotiating session no later than ninety (90) days prior to the expiration of the Agreement. The first negotiating session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement are subject to collective bargaining. At any negotiations session either party may be represented by no more than seven (7) representatives, including consultants. Neither party shall have control over the selection of the bargaining representative(s) of the other party.

2.012 Further meetings shall be held at the request of either party involved and negotiations shall be completed within forty-five (45) calendar days or by a mutually agreed time. Relevant data and supporting information, proposals and counter proposals will be presented. Consultants may be used if deemed advisable by either party. Consultants' names and positions shall be made known in writing to both parties at least twenty-four (24) hours in advance, or a shorter time if mutually agreeable, of their appearance at a session. Consultants shall not diminish the number of representative the parties are allowed as specified in 2.031.

2.013 Both parties reserve the right to caucus.

2.014 Interim reports of progress may be made to the Association by its representatives and to the Board by the Board's representatives.

2.015 Any release prepared for the news media shall be approved by both parties during bargaining and the formal dispute resolution process.

2.02 Board of Review

2.021 In the event that agreement is not reached, either the Board or the Association may request that a Board of Review will be created within fifteen (15) days unless both parties agree to a later date.

2.0211 The Board of Review will be created in the following manner:

a. The Board will select one (1) member.

b. The Association will select one (1) member.

c. The two (2) members selected shall select a third member.

2.022 The Board of Review will have authority to hold hearings and to confer with any parties deemed advisable in seeking to effect a recommendation to the Board and the Association.

2.023 All hearings conducted by the Board of Review shall be in closed sessions and no news releases shall be made concerning progress of hearings.

2.024 Whatever conclusion that the Reviewing Board might reasonably arrive at can only be advisory or in the nature of recommendations to the Board.

2.025 All costs and/or expenses of the Board of Review will be shared equally by both parties involved.

2.026 This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(c)(1)(f) and is intended to supersede the procedures contained in O.R.C. 4117.14. However, the Association retains its right to invoke the provisions of O.R.C. 4117.14(d)(2) should the dispute resolution procedure listed above be unsuccessful.

2.03 Agreement

When a final agreement is reached, the document shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board either at the next regularly scheduled Board meeting or at a special Board meeting for adoption. Upon official adoption by the Board, the Agreement shall be signed by both parties.

2.04 Printing the Contract

The final signed document shall be printed in contract format. The costs of printing the contract shall be equally shared by the Board and Association. The Association will receive an additional fifty (50) copies of the contract for its own use.

ARTICLE 3 – GRIEVANCE POLICY AND PROCEDURE

3.01 Definitions

3.011 A "grievance" is a claim by a teacher or group of teachers based upon an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement.

3.012 An "aggrieved person" is the teacher, group of teachers or the Association who has a grievance.

3.013 "Days" shall mean actual work days during the school year, or weekdays during the summer recess as appropriate.

3.014 A "class action grievance" shall be a grievance that affects more than one (1) employee in the bargaining unit.

3.02 Purpose

3.021 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept informal and confidential as appropriate at all levels of the procedure.

3.022 Nothing herein shall prohibit any aggrieved person from discussing his grievance informally with any member of the administration.

3.03 Procedure

3.031 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums, and an effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.

3.032 Grievances shall be resolved as follows:

3.033 Level One

An aggrieved person shall first discuss the grievance with his/her Principal, either by himself/herself or in the company of one (1)

Association Representative, the objective being to resolve the grievance informally.

3.034 Level Two

3.0341 If the aggrieved person is not satisfied with the disposition made at Level One, or if no disposition is made within five (5) days after such discussion, he/she may file the grievance in writing with his/her Building Principal, with a copy to the chairperson of the Association's Professional Rights and Responsibilities (PR&R) Committee. (See Appendices A & B)

3.0342 The Principal shall, within five (5) days after receiving the grievance, give the aggrieved person his/her written answer, with a copy to the PR & R Committee.

3.035 Level Three

3.0351 The aggrieved person may, within ten (10) days after receipt of the Principal's decision, appeal the matter in writing to the Superintendent or his/her designated representative.

3.0352 If the written grievance is not appealed to the Superintendent within the presented timeline, the grievance shall be considered waived.

3.0353 The Superintendent or his/her representative shall, within ten (10) days after receipt of the grievance, meet with the aggrieved person and such other persons as the Superintendent designates to consider the grievance. Within five (5) days after such meeting, the Superintendent or his/her designated representative shall issue a written disposition to the grievance.

3.036 Level Four

If requested, the aggrieved person may, within ten (10) days after the Superintendent's answer is received, appeal the grievance in writing to the Board. Within fifteen (15) days after such appeal, a committee of the Board shall meet with the aggrieved person and his/her representatives, for the purpose of resolving the grievance. The Board shall issue its answer to the grievance no later than the end of the following month.

3.037 Level Five

3.0371 If the grievant is not satisfied with the Level Four response, the grievance may be submitted by the Association to arbitration within fifteen (15) days after receipt of the Board's response.

3.0372 The submission shall be in writing, addressed to the American Arbitration Association (AAA) office in North Olmsted, Ohio, with a copy of said letter to the Superintendent, and shall request a list of seven (7) arbitrators. The arbitrator shall be selected by the parties using the alternate strike method. Either party has the right to request a second list.

3.0373 The arbitrator so selected shall hold the necessary hearing promptly and issue a decision within such time as may be agreed upon. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted.

The arbitrator shall only have the power to decide only grievances involving the interpretation or application of specific terms of this Agreement and shall have no power to alter, add to, or subtract from any of the terms of this Agreement as written. The decision shall be final and binding.

3.0374 The Board and the Association shall equally share the fees and costs of the arbitrator.

3.04 General Information

3.041 Nothing contained herein shall prevent any aggrieved person from presenting a grievance and having it adjusted without intervention or representation by the Association if the adjustment is consistent with the terms of this Agreement. The aggrieved person may be represented at all stages of the grievance procedure by any person of his/her own choosing, except that he/she may not be represented by a representative or officer of any teachers' organization other than the Association.

3.042 Nothing contained in Levels Three or Four of this procedure shall preclude the teacher or teachers from being represented at all times by any member of the teachers' association that he/she may choose.

3.043 At all times, the teacher involved shall be notified in advance as to the parties to be present at any conference involving his/her presence.

3.044 Forms for filing and processing grievances shall appear in Appendix A of this Agreement.

3.045 Copies of all written decisions of grievances shall be sent to all parties involved including the Association President and the PR&R Committee.

3.046 Copies of all documents, communications, or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, no records, documents, or communications concerning a grievance shall be

placed in the personnel file of any of the participants unless said documents are relevant to the employment status of the employee.

3.047 Time Limits

3.0471 A written grievance must be filed within twenty (20) days from the time the grievant knew or should have known of the event or condition giving rise to the grievance. Failure of the grievant to comply with established timelines shall result in a waiver of the grievance.

3.0472 The number of days indicated at each step in the procedure shall be a maximum and may be extended only by written mutual agreement of the parties.

3.0473 Failure of the Employer to comply with the timelines shall result in the right of the grievant to advance the grievance to the next step in the procedure.

ARTICLE 4 – TEACHER AND ASSOCIATION RIGHTS

4.01 Association building meetings shall only occur when they least interfere with academic activities of the District, such time to be mutually decided by that building representative and principal.

4.02 The Board and the Association will make available, to each other any and all information, statistics, and records which either may deem relevant to negotiations or necessary for the proper administration of this Agreement.

4.03 Teachers shall have the right to have membership dues deducted for the Garaway Teachers' Association, the East Central Ohio Education Association, the Ohio Education Association, and the National Education Association in accordance with Article 18 Payroll.

4.04 Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to teachers within a reasonable time and will give the Association an opportunity to meet with either the Finance Committee of the Board or such other representatives as the Board may select to discuss contemplated request.

4.05 The Superintendent shall meet when necessary with the Association Executive Committee to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

4.06 The Principal and the Association Building Representative(s) of each school shall meet at the request of either party to discuss school operations and Agreement. Proposed changes in existing policies and procedures and new policies and

procedures for that building shall be subject for discussion at such meeting. Policies adopted or maintained by any Principal shall not be inconsistent with the terms of this Agreement.

4.07 Whenever members of the bargaining unit are mutually scheduled by the parties to participate in conferences, meetings, or in negotiations during working hours, they shall suffer no loss in pay.

4.08 The Association shall be given an opportunity to address the Board at all regular meetings with (5) five-day advance written notice of the purpose from the Association President to Superintendent.

4.09 The Association shall be given a place on the agenda of building teachers' meetings for brief reports and announcements.

4.10 A copy of the Board Treasurer's monthly statements for receipts and expenditures through the object code will be provided to the Association President as they are prepared. The Association President shall receive at the same time it is sent to the Board members a copy of the public Board agenda minutes and other public documents. Should additional items be added to the agenda at the Board meeting, a copy will be given to the Association President or designee at the Board meeting.

4.11 Committees, councils, or teacher groups should be developed cooperatively by the Board and Association.

4.12 Each building's teacher handbook shall be submitted to the Association prior to the start of the school year. As amendments to items contained in the handbook occur, they shall be distributed to the members of the bargaining unit. Individual school information shall be included in the handbook.

4.13 The Building Principal shall attempt to schedule custodians and aides to accommodate teachers' normal work schedules.

4.14 No reprisals of any kind shall be taken against any member of the Board or Association's negotiations teams or a member of their family as a result of their participation in negotiations.

4.15 Use of School Facilities

4.151 The Association will have the right to use school buildings without cost at reasonable times on school days for meetings. The Principal of the building in question will be notified in advance of the time and place of all such meetings. It is understood that the only cost to the Association will be any additional services costs necessitated by such meetings.

4.152 The Association will be given adequate space in each of the District buildings for the purpose of displaying notices, circulars, and other teacher-organization material.

4.153 In those schools where an intercommunication system exists, it will be the policy of the Board that such equipment may be used only for announcements emanating from the Principal's office and in connection with information from that office to students and staff members. These notices will be in connection with student activities, educational announcements, and announcements to the faculty with regard to school-centered activities. Other announcements beyond the above may be made at the discretion of the Principal depending on content, time, and need for such announcements.

4.154 The Association may distribute materials through teachers' mailboxes if it so desires.

4.155 It is expressly understood that no member of the Administration will assume responsibility for the posting or distribution of material for the Association or any other teacher organization.

4.156 No teacher will be prevented from wearing pins showing membership in the Association.

ARTICLE 5 – TEACHER AND ASSOCIATION RESPONSIBILITIES

5.01 The Association and its individual members have the responsibility to keep informed of all Board policies and administrative regulations and procedures. Copies of these are on file in the Principal's office and with the President of the Association.

5.02 Upon employment, each teacher shall submit such necessary documents as the Superintendent shall require. These include at a minimum, a completed application form, teaching certificate, income tax withholding statement, complete transcript of all college credits, notarized statement of years of experience, official record of accumulated sick leave from any previous school system, personal data sheet, and retirement forms.

5.03 Upon request of the Board of Education, teachers must submit to a physical examination. They may be examined by a licensed physician chosen by the Board or one (1) selected by them. A written certificate stating the results of the examination must be filed with the Board. Any expenses incurred shall be the responsibility of the Board.

5.04 Teachers recognize the Superintendent as being directly responsible for personnel assignments. Teachers desiring changes in assignment shall make this known to the Superintendent.

5.05 Teachers recognize July 10 as the final day a teacher can legally resign from his/her contract without Board permission. In extreme situations, later requests may be

honored providing a suitable replacement can be found or adjustments can be made which will bring a minimum of disruption to the school system.

5.06 Teachers recognize the building Principal as being the person held responsible by the Superintendent and Board for the total operation of the educational program in the building. In this capacity, the Principal must give his/her approval before field trips are planned, athletic or musical events are scheduled, and/or changes made in the school program. He/she is also responsible for the development of the schedule of classes, assignment of teachers and students to classes, handling of extreme discipline problems, improvement of curriculum, supervision of all personnel and other areas as assigned by the Superintendent. He/she may delegate or coordinate these duties as he/she deems necessary.

5.07 Before leaving the building during school hours, teachers must check out through the Principal's office.

5.08 Teachers agree to assume responsibility for students' conduct both in and out of their classroom during school hours and at assigned special functions. This includes observation and correction of deviant student behavior regardless of location.

5.09 Teachers agree to be receptive to new ideas in education and make changes as deemed appropriate by research for better education.

ARTICLE 6 – LEAVES OF ABSENCE

6.01 Sick Leave

6.011 All members of the bargaining unit shall accumulate sick leave pursuant to O.R.C. 3319.141. The maximum number of days accumulated shall be two hundred twenty-eight (228) for the 2013–2014 school year.

6.012 A certified/licensed employee using three (3) or fewer days of sick leave and personal leave during a school year may request that two (2) days be canceled from his/her total of accumulated sick leave days and that payment of Ninety Dollars ($90.00) for each day canceled be made in the second paycheck in June.

6.013 Falsification of sick leave statement is grounds for suspension and/or termination of employment.

6.014 If requested by the Superintendent, a teacher will indicate on the sick leave form whether the teacher saw a doctor and, if so, the name and address of the physician and the dates when he/she was consulted.

The teacher shall also sign a release permitting the physician to verify that the visit or visits occurred only if that information is requested by the Superintendent. In accordance with state law, sick leave may be used for

absence due to personal illness; injury; pregnancy; postpartum as set forth in this contract; adoption or foster care placement; exposure to contagious disease which could be communicated to other employees; and of illness, injury or death in the employee's immediate family. The immediate family is defined as spouse, children, parents, brothers, sisters, grandparents, in-laws, grandchildren, step children or anyone who is a permanent resident of the employee's home.

6.015 Upon the exhaustion of an employee's accumulated sick leave which includes the 5 days of sick leave to be credited to the employee pursuant of Ohio law, the Superintendent and Association President will meet to discuss the establishment of a sick leave bank for the employee at issue.

6.02 Personal Leave

6.021 The teacher will verbally notify the building principal that he/she is filing a request for personal leave with the Superintendent and shall tell the principal what date the leave request is for. The teacher will file the appropriate leave request form with the Superintendent (Appendix C). It is expected the application will be filed as many days previous to the requested absence as possible. Approval will not normally be granted for school days immediately preceding and following school vacation periods nor on the first or last days of school. These days shall not accumulate from one (1) year to another.

6.022 Two (2) personal leave days will be granted upon advance request by the employee without restrictions except as prescribed in 6.021 above.

6.03 Maternity/Paternity Leave

6.031 Except as otherwise provided in Article 6.04 - Use of Sick Leave for Pregnancy/Postpartum, Maternity Leave is a leave of absence without pay for pregnancy, expected childbirth, or child rearing following childbirth, adoption or the placement of a child in foster care.

6.032 The employee may submit a written request for maternity leave at any time, but under normal circumstances, should do so not later than thirty (30) days prior to the beginning of the maternity leave so that continuity of instruction may be maintained. This provision will be waived for physician declared emergency. The employee's written request for maternity leave must be accompanied by a physician's statement which recommends the date the maternity leave should begin and which attests to her ability to continue full performance of her duties and responsibilities until leave begins.

6.033 The teacher using a total of not more than sixty (60) consecutive maternity leave days or not more than a combined total of sixty (60) consecutive maternity leave days, sick leave days used for pregnancy, and sick leave

days required for postpartum, per pregnancy, shall be offered, upon return to duty, the same position occupied prior to the commencement of the sixty (60) day leave.

6.034 The teacher using a total of sixty-one (61) consecutive days or longer for maternity leave or a combined total of sixty-one (61) consecutive days or longer for maternity leave, sick leave days used for pregnancy, and sick leave days required for postpartum, per pregnancy, shall upon request, return to the same position or a comparable position to the one occupied prior to the commencement of the leave at the discretion of the Superintendent of Schools.

6.035 Paternity Leave is a paid leave of absence for child rearing following childbirth, adoption or the placement of a child in foster care. Paternity leave entitles the employee to a maximum of ten (10) days of sick leave to be used following the birth, adoption or placement of a child in foster care. If additional sick leave is necessary for the care of/bonding with the child, the employee will need to provide a letter from the doctor or placing agency.

6.036 The employee may submit a written request for paternity leave at any time, but under normal circumstances, should do so not later than thirty (30) days prior to the beginning of the paternity leave so that continuity of instruction may be maintained.

6.037 The teacher using a total of not more than sixty (60) consecutive paternity leave days or not more than a combined total of sixty (60) consecutive paternity leave days, sick leave days used for spouse's pregnancy, and sick leave days required for spouse's postpartum, per pregnancy, shall be offered, upon return to duty, the same position occupied prior to the commencement of the sixty (60) day leave.

6.038 The teacher using a total of sixty-one (61) consecutive days or longer for paternity leave or a combined total of sixty-one (61) consecutive days or longer for paternity leave, sick leave days used for spouse's pregnancy, and sick leave days required for spouse's postpartum, per pregnancy, shall upon request, return to the same position or a comparable position to the one occupied prior to the commencement of the leave at the discretion of the Superintendent of Schools.

6.04 <u>Use of Sick Leave for Pregnancy/Postpartum/Adoption</u>

6.041 Sick leave used for pregnancy shall be governed by the provisions of Section 3319.141, Sick Leave, of the Revised Code.

6.042 The employee may request sick leave for pregnancy/adoption or foster care placement at any time, but under normal circumstances/foreseeable situation, should do so not later than thirty (30) days prior to the beginning

date of extended leave so that continuity of instruction may be maintained. This provision will be waived for physician declared emergency/ unforeseeable situation. If, at any time during the employee's pregnancy, or in the immediate weeks after her return to work following her pregnancy, there is evidence that the employee is unable to perform her full duties and responsibilities, the Superintendent may require an impartial physician's statement concerning the employee's physical condition.

6.043 The teacher using a total of not more than sixty (60) consecutive sick leave days for pregnancy or not more than a combined total of sixty (60) consecutive sick leave days for pregnancy, maternity leave days, and sick leave days required for postpartum, per pregnancy, shall be offered upon return to duty, the same position occupied prior to the commencement of the sixty (60) day leave.

6.044 The teacher using a total of sixty-one (61) consecutive days or longer of sick leave days for pregnancy or combined total of sixty-one (61) consecutive days or longer of sick leave days for pregnancy, maternity leave days, and sick leave days required for postpartum, per pregnancy, shall upon request, return to the same position or a comparable position to the one occupied prior to the commencement of the leave at the discretion of the Superintendent of Schools.

6.045 In the absence of medical complications with the mother or child, a maximum of thirty (30) days of sick leave may be used following the birth, adoption or placement in foster care of a child. These sick leave days may only be used within the first six (6) calendar weeks after the birth, adoption or placement in foster care of a child.

6.046 Sick leave entitles the employee (grandparent) to a maximum of two (2) days of sick leave to be used following the birth, adoption or placement of a grandchild in foster care.

6.05 Professional Meetings

6.051 Teachers shall be given leave under Board Policy without loss of pay, sick leave, or personal leave days, and shall be reimbursed for expenses as outlined herein. A teacher who desires to attend a professional meeting shall submit a completed request form to the Superintendent at least seven (7) days in advance of the leave. The Superintendent shall determine who will be permitted to attend professional meetings. The total appropriation for expenses to attend professional meetings shall be Four Thousand Five Hundred Dollars ($4,500) for each of the school years covered by the terms of this Agreement.

6.052 Allowances

Lodging/Fifty-Five Dollars ($55.00) per day

Food/Twenty Dollars ($20.00) per day

Registration/All Fees

Mileage/At the rate established by the Internal Revenue Service

Transportation/As approved by the Superintendent

6.06 Sabbatical Leave

6.061 Sabbatical Leave may be granted to any member of the bargaining unit as per Ohio Revised Code 3319.131.

6.07 Assault Leave

6.071 Any employee who is absent due to physical disability resulting from an assault which occurs in the course of board employment may apply to the Superintendent of Schools for Assault Leave.

6.072 Appropriately signed forms justifying the use of assault leave must be filed with the Superintendent of Schools as soon after the incident of assault as practical. A 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. Falsification of either a signed statement or physician's certificate is grounds for suspension or termination of employment.

6.073 The maximum amount of leave which may be approved for full pay is ten days and shall not be charged to sick leave or any other leave. Subject to approval of the Superintendent and provided a Doctor's certificate is submitted indicating that assault leave must exceed ten days, the Superintendent may grant such leave which in the aggregate may not exceed thirty days.

6.08 Family Medical Leave

6.081 In order to be eligible, an employee must have completed twelve (12) months of service to the school district.

6.082 The maximum allowable leave under this provision shall be twelve (12) weeks during any twelve (12) month period.

6.083 Qualifying use for leave under this provision include:

a. The birth and care of a child. (Must be used within the first twelve (12) months of birth.)

b. The adoption or placement of a child in foster care. (Must be used within the first twelve (12) months after adoption or placement.)

c. The care for a spouse, child or parent who has a serious health condition if verified by the health care provider. Family medical leave cannot be taken to care for a parent-in-law.

d. The employee's own serious health condition which makes him/her unable to perform his/her job functions.

6.084 Procedures for the Family Medical Leave:

a. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he/she requests a medical leave.

b. An employee is required to first use available paid leave, sick leave (if for an appropriate personal/sick leave purpose) and vacation leave. Paid leave can satisfy part or all of the twelve (12) week family medical leave.

c. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.

d. Serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves: a) inpatient care in a hospital, hospice or residential medical facility or b) continuing treatment by a health care provider.

e. If a husband and wife are employed by the Board, and are both eligible for family medical leave, their combined amount of leave for birth, adoption, foster care placement and parental illness is limited to twelve (12) weeks.

f. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, Board and the employee.

g. Upon returning from family medical leave, the Board will restore the employee to the same or equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control.

6.085 The twelve (12) month period in which the twelve (12) weeks of leave may be taken begins yearly on July 1.

6.086 When an employee begins leave more than five (5) weeks before the end of a semester, the employee is required to continue taking leave until the end of the semester if:

a. the leave will last at least three (3) weeks; and

b. the employee would return to work during the three (3) week period before the end of the semester.

6.087 When an employee begins leave for a purpose other than the employee's own serious health condition during the five (5) week period before the end of the semester, the employee is required to continue taking leave until the end of the semester if:

a. the leave will last more than two (2) weeks, and

b. the employee would return to work during the two (2) week period before the end of the semester.

6.088 When an employee begins leave for a purpose other than the employee's own serious health condition during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the employee is required to continue taking leave until the end of the semester.

6.09 Legal Obligation Leave

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. When an employee has been issued a subpoena requiring testimony before any judicial or governmental tribunal regarding matters related to the teacher's employment in the District, the employee shall be entitled to leave without loss of pay provided the employee is not a volunteer witness or a party to a lawsuit suing the District. The teacher must sign over and deliver to the Treasurer compensation received from the court for these services. The employee will communicate daily with his/her supervisor concerning the likely time of return to work.

6.10 Association Leave

Upon a ten-(10) day written notice from the GTA President or designee of the Superintendent, the Board will provide three (3) paid leave days per year for attendance at professional meetings, conferences, or conventions of the OEA/NEA. The Board will only assume the cost of the substitute teacher in regard to Association leave.

ARTICLE 7 – REDUCTION IN FORCE

7.01 Section 3319.17 of the Revised Code empowers the Board to make a reasonable reduction in the number of teachers employed in the event of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, and/or financial reasons as determined by the Board.

7.02 To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within areas of certification/license.

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

a. Certification/Licensure within the affected teaching field.

b. Comparable evaluations as defined in this Agreement.

c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

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

a. Certification/Licensure within the affected teaching field.

b. Comparable evaluations as defined in this Agreement.

c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

7.03 Those teachers who receive a rating of Proficient or Developing shall be comparable to other teachers who receive a rating of Proficient or Developing. Those teachers who achieve a rating of Accomplished shall be comparable to other teachers who receive a rating of Accomplished. Those teachers who receive a rating of ineffective shall be comparable to other teachers who receive a rating of ineffective. Those teachers who are not evaluated pursuant to OTES shall be comparable with other non-OTES teachers as determined by the Superintendent.

7.04 On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

7.05 Seniority shall be defined as length of continuous service, including approved leaves, in the Garaway system. Ties occurring in determination of seniority shall be broken by date of official employment action, then by the date the Board's job offer was accepted in writing, then by the date on which the teacher submitted a completed job application, and then by flip of coin.

7.06 Areas of certification shall be those listed on current certificates from the State Department of Education as of April 1 of the current year on file with the Board's Central Office. Teachers shall be considered to be at any level or area so long as they possess appropriate certification for that level or area. Teachers in each area having the least seniority will be the first released.

7.07 Teachers whose job is to be eliminated by a reduction in force shall be notified by certified mail and/or personal service.

7.08 A teacher whose name appears on the RIF list shall be offered reemployment when a position becomes available for which he/she is certified. Seniority shall not be the basis for recalling a teacher, except when making a decision between two teachers who have comparable evaluations as set forth in Article 10. Said teacher shall be notified by certified mail or personal service and shall have ten (10) calendar days from the date of receipt to respond. It is the responsibility of the involved teacher to

advise the Board of an address where he/she can be reached. If the teacher fails to respond in the affirmative during the specified time period, he/she will be removed from the recall list and the Board shall have no further obligation to him/her. If the position which becomes available varies in length of service required per day and/or year from the position from which the teacher was suspended, the teacher may decline the position without being removed from the recall list.

7.09 Teachers new to the District for RIF program areas of certification will only be employed after all properly certificated teachers on the recall list have been offered a contract for the position in accordance with the provisions of this policy. Transfers of teachers already employed by the Board but not affected by the RIF program shall be limited initially to positions not affected by said program. Transfers, however, may be made to a position affected by the RIF program after the position has been offered to and rejected by all properly certificated teachers on said recall list. If a position initially abolished is reinstated or if a new position is established, said position will be offered first to the teachers who are properly certificated and whose names appear on the recall list.

7.10 A laid off employee's name will remain on the recall list for three (3) years after which the employee no longer has any reinstatement rights with the Board.

7.11 Upon reemployment all rights related to salary, fringe benefits, and seniority shall be fully restored.

7.12 Insurance benefits will be provided to suspended teachers in accordance with federal and state law.

7.13 Advance notice of twenty (20) calendar days prior to the effective date of contract suspension will be given the Association President following the decision by the Board that a RIF is necessary.

7.14 The Association President shall annually receive a seniority list which shows all the employees, their date of hire, type of contract, areas of certification, and total years of seniority.

ARTICLE 8 – LENGTH OF SCHOOL DAY

8.01 The teacher work day shall not exceed seven (7) hours and thirty (30) minutes in length. Included as a part of the work day shall be an uninterrupted duty free lunch of at least thirty (30) minutes in length for each teacher.

8.02 Each secondary teacher (7-12) will receive a minimum of one (1) period per day for planning and preparation. This time shall be provided within the student instructional day. Each full-time elementary teacher shall receive two hundred (200) minutes of planning time per week during the student day.

8.03 No teacher shall be required to be at work earlier than fifteen (15) minutes prior to the student instructional day. No teacher shall be required to stay at work later than fifteen (15) minutes beyond the student instructional day.

8.04 Teachers are expected to attend building staff meetings unless excused by the principal and/or the Superintendent. No more than forty-five (45) minutes beyond the teacher work day per month shall be established for these meetings. Agendas for staff meetings shall be distributed at least four (4) days prior to such meeting. Meetings shall be announced at least two (2) weeks in advance.

8.05 Teachers will perform assigned duties starting fifteen (15) minutes prior to the student instructional day and ending fifteen (15) minutes after the student instructional day.

8.051 Detention duty, Saturday school duty, summer school, after school, intervention, and home instruction will be assigned by the Principal or Superintendent from volunteer teachers at the rate set forth in Article 20.04.

8.06 Teachers may be required to serve as substitutes when regular teachers are absent. A spot substitute shall be paid at the rate of Fifteen Dollars ($15.00) per class. Spot substitution will be arranged by the principal of the school in question and will be distributed as equitably as possible among teachers in the school.

ARTICLE 9 – SCHOOL YEAR

9.01 The school year for the Garaway Local School District shall consist of one hundred eighty-four (184) days. Students shall be in attendance one hundred eighty (180) days; one (1) day shall be a teacher preparation day; two (2) days shall be professional meeting days; and the last day of the school year shall be a teacher workday as described in 9.04

9.02 All teachers are paid to work in their assigned buildings one (1) full day preceding the start of school. Building principals shall be made aware of the exact date involved. Pay deductions will be made, at a per diem rate, for a preparation date not worked.

9.03 All new teachers shall attend an orientation meeting.

9.04 The last day of the school year shall be a teacher workday to conduct those activities associated with the conclusion of the current school year and to initiate or continue those activities associated with the forthcoming school year.

ARTICLE 10 – TEACHER EVALUATION

10.01 Evaluation of Teachers Who are Covered by OTES:

10.02 Philosophy

10.021 The evaluation of the work of any teacher is the responsibility of the administration, but the development of an appropriate and fair instrument and procedure for evaluation is of proper concern to the entire teaching staff and administration. Except as set forth below, limited and continuing contract teachers shall be evaluated at least once during each school year. The evaluation shall be completed by May 1 and the teacher shall receive a written report of the results of the evaluation by May 10. The evaluation shall consist of at least two (2) observations and a minimum of two (2) informal walk-through observations.

10.03 Procedure

10.031 Observations shall be a minimum of thirty (30) minutes to provide the observer a clear impression of the quality of the instructional program.

10.032 Each teacher who is under consideration for nonrenewal and with whom the Board has entered into a limited or extended limited contract shall be evaluated at least once during the school year. The evaluation shall be completed by May 1. The teacher shall receive a written report of the results of the evaluation consisting of at least three (3) observations and at least two (2) informal walkthrough observations by May 10.

10.033 The Board shall evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section once every two (2) school years. In that case, the biennial evaluation shall be completed by May 1 of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by May 10 of that school year.

10.034 Formal observation of the work performance shall be conducted openly and with the full knowledge of the teacher.

10.035 The formal observations of all teachers shall be in writing (ink or typewritten) on the OTES Framework Rubric Forms (See appendix D) and signed by the evaluator.

10.036 Teachers shall be given a copy of any observation document prepared by the evaluator. A conference between the teacher and evaluator shall take place to discuss the observation/evaluation not later than five (5) school days following the date of the observation, unless a different time is mutually agreed upon. The teacher may reply in writing to the observation document, with said reply to be received by the evaluator not

later than ten (10) school days after the date of the conference and filed with the corresponding observation form.

10.037 The teacher shall acknowledge that he/she has read and received such material by signing the actual copy which is to be submitted to the Superintendent or put into the teacher's personnel file. The teacher shall understand that such signature merely signifies that he/she has read the material which is to be submitted. Such signature does not necessarily indicate agreement with the content of the observation/evaluation.

10.038 The officially adopted observation/evaluation instruments shall be used for the written observation and evaluations.

10.039 If a rating of "ineffective" is noted on the observation report, the evaluator shall make written recommendations for improvement by way of an improvement plan. Subsequent observations, if any, shall note whether sufficient improvement has been made. The OTES Committee will develop the growth plan and improvement plan.

10.0310 Advance notice shall be given for both observations each year. Both parties shall agree on an appropriate class or time for the first observation.

10.0311 The formal observations and any other documented items related to the overall performance of the teacher will be consolidated into the annual Teacher Summative Evaluation Form (see Appendix E). This form will be given to the teacher prior to May 10. If a teacher disagrees with the summative evaluation, he/she may file a written response which shall be attached to the appropriate form within ten (10) school days after receipt of the summative evaluation document.

10.04 Questionable Performance/Evaluation

10.041 If the Evaluator rated the teacher's performance as ineffective, or if the teacher who has an ineffective evaluation feels that the Principal's evaluation is questionable or unsatisfactory, either party may request and shall be granted a further observation, not to exceed three (3) per school year, by any credentialed evaluator approved by the Board of Education. Said request by the teacher shall be made in writing to the Superintendent of Schools within five (5) working days of receipt of the observation report and shall state the reason(s) for such request. The evaluator may at any time request in writing such observation by the Superintendent. The teacher shall receive a copy of this request.

10.05 Evaluation of Teachers Not Covered by OTES

10.051 Philosophy

a. The evaluation of the work of any teacher is the responsibility of the administration, but the development of an appropriate and fair instrument and procedure for evaluation is of proper concern to the entire teaching staff and administration.

10.052 Procedure

a. Observations shall be a minimum of twenty (20) minutes or of sufficient length to provide the observer a clear impression of the quality of the instructional program.

b. Formal observation of the work performance shall be conducted openly and with the full knowledge of the teacher.

c. The formal observations of all teachers shall be in writing (ink or typewritten) on the Teacher Classroom Observation Form (See appendix D) and signed by the evaluator.

d. Teachers shall be given a copy of any observation document prepared by the evaluator. A conference between the teacher and evaluator shall take place to discuss the report not later than five (5) school days following the date of the observation, unless a different time is mutually agreed upon. The teacher may reply in writing to the observation document, with said reply to be received by the evaluator not later than ten (10) school days after the date of the conference and filed with the corresponding observation form.

e. The teacher shall acknowledge that he/she has read and received such material by signing the actual copy which is to be submitted to the Superintendent or put into the teacher's personnel file. The teacher shall understand that such signature merely signifies that he/she has read the material which is to be submitted. Such signature does not necessarily indicate agreement with the content of the report.

f. The officially adopted observation/evaluation instruments shall be used for the written observation and evaluations.

g. Teachers in the first year of employment with the Garaway Local School District shall be observed a minimum of three (3) times annually. The first observation shall take place prior to the conclusion of the first nine-week grading period. The second evaluation shall take place prior to the Christmas

recess. The third evaluation shall take place prior to March 1 of the current school year.

h. Following their first year of employment, limited contract teachers may be observed during any year of their contract, but shall be observed a minimum of twice during the final year of the limited contract. The first observation shall take place prior to the Christmas recess. The second evaluation shall take place prior to March 1 of the current school year.

i. All continuing contract teachers shall be observed at least once every three (3) years prior to March 1.

j. If either a "Needs Improvement" or an "Unsatisfactory" rating is/are noted on the observation report, the evaluator shall make written recommendations for improvement. Subsequent observations, if any, shall note whether sufficient improvement has been made.

k. Advance notice shall be given for the first observation each year. Both parties shall agree on an appropriate class or time for the first observation.

l. The formal observations and any other documented items related to the overall performance of the teacher will be consolidated into the annual Teacher Summative Evaluation Form (see Appendix E). This form will be given to the teacher prior to April 1 in the year his/her contract expires; and prior to the end of the school year for all other teachers. If a teacher disagrees with the summative evaluation, he/she may file a written response which shall be attached to the appropriate form within ten (10) school days after receipt of the summative evaluation document.

m. It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding teacher evaluation addressed in the Ohio Revised Code or Ohio Administrative Code including, but not limited to, O.R.C. 3319.11 and 3319.111.

10.053 Questionable Performance/Evaluation

a. If the Evaluator feels that the teacher's performance is questionable or unsatisfactory, or if the teacher feels that the Principal's evaluation is questionable or unsatisfactory, either may request and shall be granted further observation by the Superintendent of Schools. Said request by the teacher shall be made in writing to the Superintendent of Schools within five

(5) working days of receipt of the observation report and shall state the reason(s) for such request. The evaluator may at any time request in writing such observation by the Superintendent. The teacher shall receive a copy of this request.

10.06 Use of Evaluation Forms

Only the forms contained in this Agreement or included by reference may be used for the observation and evaluation of teachers.

ARTICLE 11 – TERMINATION, NON-RENEWAL AND EMPLOYEE DISCIPLINE

11.01 Termination

11.011 Termination of contracts shall be in keeping with the provisions of O.R.C. 3319.16 and related statutory law.

11.02 Suspension

The Superintendent may suspend a teacher for up to five (5) days.

11.03 Nonrenewal

11.031 Nonrenewal of regular teaching contracts shall be in keeping with the following provisions:

a. Teachers who will not receive a recommendation of contract renewal shall be notified in writing no later than ten (10) school days prior to the Board of Education meeting at which action on regular teaching contracts shall be taken. Said notice shall list the reasons for the recommendation of nonrenewal.

b. Teachers whose contracts are to be nonrenewed shall be entitled, upon written request, to meet with the Board prior to Board action on their contract and may be accompanied to the meeting by a representative of their choosing.

c. The procedure described in Section 11.021 of this Agreement shall supersede the procedure appearing in O.R.C. 3319.11 and 3319.111 for all limited contract teachers with the exception of the issuance of written notice of nonrenewal given to the teacher on or before May 15.

d. The procedural due process and evaluation requirements contained in O.R.C. 3319.11, 3319.111 and Article 10 of this Agreement shall not apply to supplemental or extended time contracts. It is further agreed that all supplemental or extended

time contracts shall have a duration of one (1) year, regardless of the date of issuance or the nature of the document on which the contract is issued and that notice to the teacher of nonrenewal of a supplemental contract by the Board is not required. Head coaches will be notified of non-renewal according to sport season. Fall head coaches will be notified by December 31, winter head coaches by April 30, and spring head coaches by August 31.

11.04 Employee Discipline

No member of the bargaining unit shall be disciplined without just cause.

ARTICLE 12 – VACANCIES, PROMOTIONS AND TRANSFERS

12.01 Promotional Positions

Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrative-supervisory level, including but not limited to positions as department head, assistant principal, coordinator, principal, project director, assistant superintendent, specialist and/or special project teacher, athletic coach and other extra-curricular advisor, and positions in programs funded by the Federal Government, but excluding the position of Superintendent. All vacancies in pre-existing and newly created promotional positions will be publicized by the Superintendent in accordance with the procedure below. The qualifications for all positions, and duties involved, and the rate of compensation will be clearly set forth.

12.02 Vacancies

A vacancy shall exist when a member of the bargaining unit: dies; resigns; retires; is terminated; accepts another position; is transferred; is promoted; is on a leave of absence. A vacancy also exists when a new position is created.

12.021 When school is in session and a vacancy occurs, the Superintendent shall post a notice in each school. A copy of said notice will be given to the Association at the time of posting. Teachers who desire to apply for such vacancies will submit their application in writing to the Superintendent within five (5) school days.

12.022 In the event a vacancy occurs during the summer vacation period, notice of the vacancy shall be included with the mailing of each teacher's paycheck. A copy of the vacancy notice will be posted in the Superintendent's office. If the vacancy occurs at a time when it cannot be included with the paycheck mailing, a copy of the vacancy will be sent to the Association President and a copy will be posted in the Superintendent's office. If the vacancy occurs four (4) weeks or less prior to the beginning of the school year, it may be filled immediately;

otherwise, the vacancy will not be filled within seven (7) calendar days from the date of notice of the Association President.

12.03 Transfer Requests

A teacher may annually request a transfer to a position, whether vacant or not, on the District's preference sheet as circulated by the Superintendent in March of each school year. Transfer requests made on the preference sheet will be maintained in the Superintendent's office for one (1) year. Prior to filling a vacancy, the Superintendent will consider the requests of teachers who have indicated their desire for a transfer on the current preference sheet.

12.04 Vacancies

All interested and qualified individuals may apply for and will be considered for available vacancies. These individuals will be granted an interview, but this consideration shall not mandate the currently employed applicants be granted the new position. The application must be submitted to the Superintendent within five (5) working days after the vacancy has been posted.

Employees will be notified of vacancies for Educational Service Center positions that are assigned to Garaway as well as Garaway administrative position vacancies. These vacancies shall be posted in accordance with section 12.021.

ARTICLE 13 – PERSONNEL FILES

13.01 All personnel records kept in the Garaway Local School District shall be maintained in accordance with the provisions of S.B. 99 which enacts Chapter 1347 of the Ohio Revised Code.

13.02 The employee shall have the right, upon request, to review the contents of his/her personnel file and to receive one (1) copy of any documents contained therein at no cost to the employee. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

13.03 No material the Administration considers derogatory to an employee's conduct, service, character, or personality shall be placed in this personnel file unless the employee has had an opportunity to review the material. The employee shall have the right to acknowledge he/she has had the opportunity to review such material by affixing his/her signature and date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be submitted to the Superintendent or designee and attached to the file copy.

13.04 Letters of recommendation shall be excluded from the provisions of this section of the Agreement.

13.05 The Board of Education shall take reasonable actions to protect the confidentiality of bargaining unit member personnel files to the fullest extent permitted by applicable law. The personnel record, as maintained by the District shall be made available for review by any member of the general public, at all reasonable times during regular business hours. Members of the bargaining unit retain the right to examine their personnel file at all reasonable times during regular business hours. A central office representative will be present with the employee or general public while files are reviewed.

ARTICLE 14 – CONTRACTS

14.01 A teacher shall be eligible for appointment under an initial limited contract in the District in accordance with Ohio law. In cases of emergency, the Superintendent may recommend for appointment teachers with less than a degree or who possess temporary certification/licensure, but such teachers shall proceed to meet the State standards at the earliest opportunity.

14.02 The contract status of the teachers in the District shall be as follows:

14.021 Contracts for the employment of teachers in Ohio shall be of two (2) types, limited contracts and continuing contracts.

14.022 Limited contracts may be for a term not to exceed five (5) years.

14.023 Teachers become eligible for continuing contract in accordance with Ohio law.

14.024 The Board, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two (2) year period declare any of the teachers in 14.023 above eligible.

14.025 A teacher who is eligible for continuing service status does not by reason of those facts alone, acquire a right of reemployment to a continuing contract. A teacher eligible for continuing service status employed under a limited contract may, upon the Superintendent's recommendation be reemployed on a limited contract for a period not to exceed two (2) years, provided that a written notice of intention to make such recommendation with reasons directed at the professional improvement of the teacher has been given to the teacher on or before May 15.

14.03 Contracts due for renewal shall all be given consideration at a regular or special Board meeting on or before May 15.

14.04 The teachers' areas of teaching responsibility must be specified in their contract.

14.05 Extra duties must be specified on extra-duty contracts. Pay for such services shall be according to Article 21 herein.

14.06 Teachers will be given the opportunity to discuss with the Superintendent changes in job location and assignment to be made by the Superintendent before any changes are made. Teachers will be notified of tentative new teaching assignments by August 1.

14.07 Teachers to be reemployed who hold a two (2) year provisional shall be granted a one (1) year limited contract. All other teachers shall be granted a one (1) year limited contract unless:

14.071 Eligible by State Law for a continuing contract; or

14.072 If a teacher holds a five-year professional license, a four-year certificate, or an eight-year certificate, the teacher will initially receive a two (2) year limited contract once their current contract expires. If the teacher's contract is renewed following the two (2) year contract, the teacher will receive a three (3) year limited contract each contract renewal thereafter.

14.073 If a teacher becomes eligible for a continuing contract during the life of one (1) of the multi-year limited contracts above, the teacher may request to be released from said contract with the understanding that a continuing contract will be issued to him/her by the Board. The Board, however, may request that the teacher complete the multi-year limited contract before being considered for continuing status. It is the teacher's responsibility to give the Board Treasurer written notification that they are or will be eligible to be considered for a continuing contract.

14.08 Professional staff members employed by the District shall be given full credit for previous teaching experience in accordance with the Ohio Revised Code. Credit for teaching experience beyond the requirements of the Ohio Revised Code may be given as determined by the Superintendent.

14.09 Contracts issued to part-time employees shall contain the number of days and/or hours worked and the daily or hourly compensation. Part-time employees shall be responsible for attending all required meetings for regular teachers.

ARTICLE 15 – SEVERANCE PAY

15.01 The Board extends severance pay to certificated/licensed employees who retire under the State Teachers Retirement System ("STRS") and who comply with Section 15.04 below, at the time of retirement.

15.02 Payment shall be computed on the employee's base rate of pay at retirement and shall be in a one (1) time lump sum payment for one-fourth (1/4) of the value of accrued but unused sick leave with a maximum of up to 57 days for the 2013–2014 school

year. Said payment eliminates all sick leave accrued but unused by the employee at the time payment is made.

15.03 Payment will be given to the employee within sixty (60) days after receipt of his/her last regular salary check and shall be signed for, certifying all eligibility criteria have been met.

15.04 Employees shall become eligible for severance pay after ten (10) years of employment with the State, any political subdivision of it, or any combination thereof.

ARTICLE 16 – TUITION REIMBURSEMENT

16.01 Members of the bargaining unit earning college credit and passing grades after employment will be reimbursed providing the following conditions have been met:

16.011 Courses taken are to be approved by the Superintendent. A maximum of nine (9) semester hours taken and completed from July 1 through June 30 shall qualify for reimbursement.

16.012 The staff member shall have been employed by the District in the school year during which the additional training is pursued.

16.013 The staff member returns to the District to work the following year.

16.014 The total amount expended by the Board in payment of the educational benefit described above shall not exceed Twenty Thousand Dollars ($20,000) for the bargaining unit. The employee can request approval from the Superintendent for one college or university term at a time. To receive reimbursement, the employee must submit his/her request with a copy of the transcript evidencing successful completion of the course along with proof of tuition payment by July 31.

16.015 If the requested reimbursement from the entire bargaining unit exceeds the amounts set forth in 16.014, the employee's share shall be prorated. The formula for calculation of the prorated amount will be the individual employee cost divided by the total costs submitted arriving at a percentage. This percentage will be applied to the overall pool of money for the employee's reimbursement amount. The reimbursement will not exceed the actual tuition paid by the employee.

16.02 Reimbursement will be made in a lump sum in a separate check during the month of September.

ARTICLE 17 – MILEAGE

17.01 The Board shall reimburse teachers acting as either an agent of the Board or for the Board with prior authorization by the Administration at the mileage rate established by the Internal Revenue Service (IRS).

ARTICLE 18—PAYROLL

18.01 Salary payments shall be made in approximately equal amounts bi-weekly on Fridays. If the pay schedule for a school year would result in an employee's receiving pay prior to having performed the work, a twenty-seven (27) pay schedule shall be implemented for that year.

18.02 Authorized deductions from employee payroll checks will be transmitted by the Board Treasurer within five (5) working days following the last pay date of the month, except that Credit Union deductions will be transmitted within five (5) working days following each payday.

18.03 The Board shall provide for payroll deductions at no cost to the employee for the following:

18.031 Membership dues for Garaway Teachers' Association and its affiliates. Dues deduction will commence with the first pay date in October and continue for the remainder of the pay periods.

a. Teachers shall indicate to the Board by written assignment which organizations they wish to have their deductions assigned. The assignments shall continue in effect from year to year unless revoked in writing and delivered or mailed to the Payroll Department of the Board at least thirty (30) days prior to the effective date of the revocation. Membership in the Garaway Teachers' Association is a prerequisite to dues deduction for any other organization listed below.

b. United Way

c. Tuscarawas County School Employees Credit Union.

d. Tax Sheltered Annuities as approved by the Board.

e. Educators' Political Action Committee.

18.04 Teachers pay shall be directly deposited into their bank electronically and notification of direct deposit shall be through employee email accounts.

ARTICLE 19 – INSURANCES

19.01 Health and Medical Benefits

19.011 The parties understand that certain benefits, terms, conditions, limitations, and exclusions in this Plan will be amended to comply with the requirements of the Federal Health Care reform legislation, the Patient Protection and Affordable Care Act of 2010 ("PPACA"). As a result, except where this Plan provides a better benefit, the parties agree to those mandatory provisions, which shall be incorporated by reference.

19.012 The Board will pay ninety percent (90%) of the premium for full-time and fifty percent (50%) of the premium for part-time employees beginning with school year 2013–2014 for single coverage and family coverage, whichever coverage is designated by the employee.

19.013 An Internal Revenue Service (IRS) Section 125 plan covering premiums only for the district's group health insurance shall be implemented on a mandatory basis at Board expense.

19.014 An insurance committee will be formed to study the District's insurance plan. The committee will be composed of four (4) persons, two (2) appointed by the Superintendent and two (2) appointed by the Association President. The committee will meet on a regular basis.

	In-Network	Out-of-Network
Hospital Services	100%; no deductible	90%; no deductible
Physician Services		
Office Visits	90% after deductible	80% after deductible
Surgery in office	100%; no deductible	90%; no deductible
Surgery in hospital	100%; no deductible	90%; no deductible
All Other Eligible Services	90% after deductible	80% after deductible
Plan Deductible (Annual)		
Per Person	$100	$200
Per Family	$200	$400
Out-of-Pocket Limit		
Per Person	$250	$750
Per Family	$500	$1,000
Lifetime Maximum	$1,000,000	$1,000,000

19.015 Pre-Admission Certification and Limitations
Applicable to Hospital Expense Benefits

A Pre-Admission Certification must be obtained for all inpatient hospital confinements. Failure to comply with the following requirements will result in the employee being responsible for the first Fifteen Hundred Dollars ($1,500) of non-preauthorized charges.

a. When you or a covered dependent must go into the hospital for a non-emergency (elective) procedure, it is your responsibility to call the toll-free number indicated, prior to admission, and provide the information requested.

b. For emergency hospital confinements, the Pre-Admission Certification must be obtained within 48 hours after admission to the hospital.

c. Non-emergency hospital admissions will include any confinement which is scheduled at least 48 hours prior to actual admission in the hospital.

d. If additional days in the hospital are required, they must be certified. Benefits are not payable for days not certified.

Pre-Admission Certification Toll-Free Number: 1-800-338-4114 for medical/surgical or 1-800-258-3186 for behavioral health.

19.016 Non-Weekend Admissions to Hospital

The plan will not provide any benefits under the base or major medical benefits section of the plan for services or supplies provided by or relating to an inpatient hospital admission occurring on Friday, Saturday or Sunday, and are not rendered because of an emergency admission, or scheduled surgery to be performed on the day following admission.

19.017 A maximum of Seven Hundred Dollars ($700) per person per year will be paid for chiropractic treatments and/or chiropractic care.

19.018 A maximum lifetime benefit per person will be paid for inpatient and outpatient psychiatric treatment and the lifetime benefit per person will be paid for inpatient and outpatient substance abuse coverage.

19.019 Extended Care Facility

Charges made by an extended care facility, for a maximum of one hundred twenty (120) days per calendar year, provided the covered person's attending physician certifies the twenty-four (24) hour nursing care is medically necessary. Eligible expenses will include:

a. the daily room and board charge, not to exceed the facility's semi-private room charge; and

b. the facility's other charges for medical care; for a period of extended care facility confinement.

A period of extended care facility confinement means inpatient confinement of a covered person in an extended care facility provided:

a. the confinement starts within fourteen (14) days after discharge from hospital;

b. the hospital confinement lasted at least three (3) days in a row; and

c. the extended care facility confinement is due to the same or related illness or injury that caused the hospital confinement.

19.0110 Home Health Care

Charges made by a Home Health Care Agency for the following medical services of hospital confinement under the terms of a Home Health Care Plan for the covered person named in that plan:

a. part-time or intermittent nursing care by or under the supervision of a Registered Nurse (R.N.);

b. part-time or intermittent services of a Home Health Aide;

c. physical, occupational or speech therapy; and

d. medical supplies, drugs and medicines prescribed by a physician, and laboratory services; but only to the extent that such charges would have been considered eligible expenses if the covered person had been confined in a hospital.

Benefits are not payable for charges made by a Home Health Care Agency for:

a. more than 120 home health care visits per calendar year. Each visit by an employee of a Home Health Care Agency will be considered one home health care visit and each 4 hours of home health aide services will be considered one home health care visit;

b. more than two (2) hours of nursing care in any twenty-four (24) hour period;

c. care or treatment which is not stated in the Home Health Care Plan;

d. the services of a person who is a member of your family or your dependent's family or who normally resides in your home or your dependent's home;

e. a period when a covered person is not under the continuing care of a physician; or

f. custodial care.

19.0111 Hospice Care

Coverages for Hospice Care provided to a terminally ill covered person whose life expectancy is 6 months or less as certified by the attending physician before the date the initial Hospice Care begins.

Hospice Care includes the following services which are provided by an Inpatient Hospice Facility or through a Hospice Care Agency as part of a Hospice Care Plan;

a. room and board for confinement in a Hospice Facility;

b. services and supplies furnished by the Hospice Facility while the patient is confined therein;

c. part-time nursing care by or under the supervision of a registered nurse (R.N.);

d. Home Health Aide services;

e. dietary services; and

f. counseling services by a licensed social worker or a licensed pastoral counselor.

Hospice Care does not include charges:

a. for Hospice Care provided in excess of a lifetime of 180 days;

b. for services provided by volunteers or persons who regularly do not charge for their services;

c. for predeath counseling which is not provided by or through the Hospice program of care for the sole purpose of adjustment to the terminally ill covered person's death;

d. for services provided by homemakers, caretakers and the like;

e. for funeral services and arrangements;

f. for legal or financial services or counseling;

g. for curative treatment or services; or

h. for Hospice Care services not made or recommended by the covered person's attending physician or a Hospice program physician.

Any eligible expense paid under this Hospice Care Benefit will not be considered an eligible expense under any other benefit in this plan.

19.02 Newly Hired Employees

For any newly hired employee or his/her dependents who enroll for any insurance coverage on or after the effective date of this Agreement, a pre-existing condition exclusion shall be in effect. A preexisting condition exclusion means that if a new employee or his/her dependents incur expenses for a condition for which he/she had treatment within ninety (90) days prior to his/her enrollment date excluding pregnancy, no benefits will be paid until the earliest of:

19.021 Ninety (90) consecutive days ending after the initial date of enrollment during which the employee received no medical care or treatment for the preexisting condition; or

19.022 After a period of twelve (12) consecutive months from the initial enrollment date.

19.03 Life Insurance

19.031 A Fifteen Thousand Dollar ($15,000) term life insurance policy for all full-time employees and Seven Thousand Five Hundred Dollar ($7,500) term life insurance policy for all part-time employees will be provided at Board expense.

19.04 Dental Insurance

19.041 The Board shall pay ninety percent (90%) of the cost for full-time employees and fifty percent (50%) of the cost for part-time employees of a group dental insurance plan providing usual, customary, and reasonable (UCR) coverage.

19.05 Vision Insurance

19.051 The Board will pay ninety percent (90%) of the composite rate of the Vision Insurance Plan II for full-time employees and fifty percent (50%) of the premium for part-time employees provided eighty percent (80%) of the bargaining unit members elect such coverage.

19.052 Group Vision Services

Plan II - (Exam and lenses once every twelve (12) months; frames once every twenty-four (24) months)

Deductibles:	Exam	$10.00
	Materials	None

Reimbursement Schedules
(Pre-deductible Allowances)

Plan II

Professional Fees

Vision Examination	$30.00
Materials	Pair
Lenses:	
Single Vision	$25.00
Bifocals	$40.00
Trifocals	$50.00
Lenticular	$80.00
Frames	$25.00

Contact Lenses: (In lieu of all other plan benefits for that frequency period)

Necessary	$175.00
Cosmetic	$80.00

19.06 A discount prescription drug program will be implemented.

19.07 General Insurance Provisions

19.071 The Board shall have the right to select the insurance carrier, to become self-insured, or to participate in a self-insurance plan or insurance consortium without negotiating the carrier of any insurance coverage with the Association.

19.072 Any change in carrier, method of insuring, or participation in any insurance consortium during this contract shall provide benefits equivalent to those in effect as of the current contract.

19.073 All positions requiring certificated personnel shall be classified, for insurance purposes, as follows:

a. Full-time position: A position requiring more than twenty-five (25) hours per week for a minimum of thirty-seven (37) weeks per year.

b. Part-time position: A position requiring twenty-five (25) hours per week or less for a minimum of thirty-seven (37) weeks per year.

19.074 It shall be the responsibility of the employee to notify the Board Treasurer, in writing, of any change in dependency status.

19.075 Upon termination of employment from the Board, the employee shall also be terminated from insurance programs. All eligible employees have the option to continue coverage in accordance with law.

19.076 Any items not mentioned will remain as currently stated in the summary plan description.

ARTICLE 20 – SALARY

20.01 Salary Schedule effective July 1, 2013.

Basic Teacher Salary – 2013-2014
Garaway Local Schools – 0%

Base 31,146.00

STEP	N/D	BA	BA@150	MA	MA+15
0	26,661	31,146	32,330	34,105	35,288
	.8560	1.000	1.0380	1.0950	1.1330
1	27,751	32,330	33,669	35,600	36,783
	.8910	1.0380	1.0810	1.1430	1.1810
2	28,841	33,513	35,008	37,095	38,278
	.9260	1.0760	1.1240	1.1910	1.2290
3	29,900	34,697	36,347	38,590	39,773
	.9600	1.1140	1.1670	1.2390	1.2770

4	30,990	35,880	37,687	40,085	41,268
	.9950	1.1520	1.2100	1.2870	1.3250
5	32,080	37,313	39,119	41,673	42,857
	1.0300	1.1980	1.2560	1.3380	1.3760
6	32,080	38,746	40,552	43,262	44,445
	1.0300	1.2440	1.3020	1.3890	1.4270
7	32,080	40,178	41,985	44,850	46,034
	1.0300	1.2900	1.3480	1.4400	1.4780
8	32,080	41,611	43,418	46,439	47,622
	1.0300	1.3360	1.3940	1.4910	1.5290
9	32,080	43,044	44,850	48,027	49,211
	1.0300	1.3820	1.4400	1.5420	1.5800
10	32,080	44,757	46,563	49,896	51,079
	1.0300	1.4370	1.4950	1.6020	1.6400
11	32,080	46,470	48,276	51,765	52,948
	1.0300	1.4920	1.5500	1.6620	1.7000
12	32,080	48,183	49,989	53,633	54,817
	1.0300	1.5470	1.6050	1.7220	1.7600
13	32,080	49,896	51,702	55,502	56,686
	1.0300	1.6020	1.6600	1.7820	1.8200
14	32,080	51,609	53,415	57,371	58,554
	1.0300	1.6570	1.7150	1.8420	1.8800
15	32,080	53,322	55,128	59,240	60,423
	1.0300	1.7120	1.7700	1.9020	1.9400
16	32,080	53,322	55,128	59,240	60,423
	1.0300	1.7120	1.7700	1.9020	1.9400
17	32,080	53,322	55,128	59,240	60,423
	1.0300	1.7120	1.7700	1.9020	1.9400
18	32,080	53,322	55,128	59,240	60,423
	1.0300	1.7120	1.7700	1.9020	1.9400
19	32,080	53,322	55,128	59,240	60,423
	1.0300	1.7120	1.7700	1.9020	1.9400
20	32,080	54,178	55,985	60,174	61,358
	1.0300	1.7395	1.7975	1.9320	1.9700

21	32,080	54,178	55,985	60,174	61,358
	1.0300	1.7395	1.7975	1.9320	1.9700
22	32,080	54,178	55,985	60,174	61,358
	1.0300	1.7395	1.7975	1.9320	1.9700
23	32,080	54,178	55,985	60,174	61,358
	1.0300	1.7395	1.7975	1.9320	1.9700
24	32,080	54,178	55,985	60,174	61,358
	1.0300	1.7395	1.7975	1.9320	1.9700
25	32,080	55,035	56,841	61,108	62,292
	1.0300	1.7670	1.8250	1.9620	2.0000
26	32,080	55,035	56,841	61,108	62,292
	1.0300	1.7670	1.8250	1.9620	2.0000
27	32,080	55,035	56,841	61,108	62,292
	1.0300	1.7670	1.8250	1.9620	2.0000
28	32,080	55,035	56,841	61,108	62,292
	1.0300	1.7670	1.8250	1.9620	2.0000
29	32,080	55,891	57,698	62,043	63,226
	1.0300	1.7945	1.8525	1.9920	2.0300

20.02 Teacher Hourly Rate

An hourly rate of twenty dollars ($20.00) per hour will be paid to teachers for performing the work set forth below:

a. Summer School;

b. After-school Intervention;

c. Home Instruction;

d. Detention Duty;

e. Saturday School Duty.

f. After School High School Music Enrichment.

This compensation will not be paid for work historically performed as part of a teacher's regular job. For every two (2) hours of instruction time for summer school, after school intervention, and home instruction, there will be one additional hour paid for instructional preparation time.

20.03 Mid-Year Pay Increase

A member of the bargaining unit shall be eligible to move to a new salary column upon verification of the completed coursework at the beginning of the school year and mid-year. The unit member must present proof of earned credit no later than September 15 to receive appropriate placement for the beginning of the school year. Proof of earned credits shall be in the form of official transcripts. The unit member must present proof of earned credits no later than February 15 to receive appropriate placement for the second semester.

Recognition of credits shall be only from those institutions approved by the Ohio Department of Education or the Superintendent.

ARTICLE 21 – EXTRA DUTY/SUPPLEMENTAL SALARY SCHEDULE

21.01 Salaries

21.011 Salaries shall be computed by multiplying the listed ratio by the B.A. Base Salary.

21.012 Adjustments to the supplemental salary schedule shall occur as the Base Salary Schedule increases. Any adjustments will be prorated on the number of days on the appropriate salary schedule.

21.013 Payment for the supplemental salary positions shall be made as follows:

Fall Sports – (2 equal pays)	Final pay in September Final pay in November*
Winter Sports – (2 equal pays)	Final pay in December Final pay in March*
Spring Sports – (2 equal pays)	Final pay in April Final pay in June*
All Year Supplementals – (2 equal pays)	Final pay in December Final pay in June*
Single Event Supplementals – (One pay)	First pay upon completion*

*All final payments will be made upon certification of completion of duties by the supervising administrator to the treasurer.

21.02 Duration

21.021 The duration of all supplemental contracts shall be one (1) year. All supplemental contracts automatically expire at the end of each school

year. No supplemental contract will be automatically renewed and the notice of nonrenewal requirements contained in O.R.C. 3319.11 shall not apply to supplemental contracts.

21.03 Vacancies

21.031 All vacant supplemental salary positions shall be filled in accordance with Article 12 of this Agreement.

21.04 Selection Process

21.041 Any current employee that applies for a posted vacant position will be granted an interview by an Administrator for that supplemental position. The interview shall be conducted on school premises at a scheduled appointment.

21.05 Evaluation

21.051 Evaluation will be based on performance as stipulated by the job description and conducted by the immediate supervisor.

21.052 Evaluations for supplemental salary positions will be separate from teaching evaluations.

21.06 Job Description

21.061 Job descriptions will be developed by the person currently holding the position and the administrator responsible for supervising the activity.

21.062 Job descriptions will be approved by the Association and the Board and will become part of this Agreement.

21.063 Job descriptions will be given to applicants prior to an interview.

21.064 Job descriptions for positions not currently filled or newly created shall be written by an administrator appointed by the Superintendent and a representative designated by the Association.

21.065 Job descriptions will be on file with the Superintendent, each building principal, and the Association President.

21.07 Assistant Class Advisors

21.071 The Head Advisor, Principal, and Superintendent will choose the assistant advisors from among the pool of teachers applying for such assignments. The number of assistants will be mutually determined at this time.

21.08 Extended Service/Duties

21.091 The regular contractual obligations of the following positions include supplemental responsibilities at the rate stated herein. Payment shall be made as part of the regular pay.

21.09 Extended Service

21.091 High School Marching Band Director – 20 days extended time at the teacher's per diem rate of pay.

21.092 Guidance Counselor(s) – 15 days extended time at the teacher's per diem rate of pay.

21.093 Librarian – 15 days extended time at the teacher's per diem rate of pay.

21.094 Middle School and High School Choral Director – 10 days extended time at the teacher's per diem rate of pay.

21.10 Extended Duties

21.101 Special Education Personnel - $1,002.

21.102 Speech and Hearing - $1,002.

21.103 Teacher of Larger Than Usual Class - $766*

*When a self-contained elementary class enrollment exceeds thirty (30) students or when the daily class average for a 7-12 teacher exceeds thirty (30) students, the teacher will be paid at the rate of $766 per year for the portion of the school year involved. This shall not apply to study hall supervision.

21.11 Supplemental Salary Schedules

Position	Percentage of Base Teacher Salary
ATHLETICS	
Varsity Football	.2000
Varsity Asst. Football	.1300
J.V. Football	.1300
Middle School Football	.1000
Varsity Basketball	.2000
Varsity Asst. Basketball	.1300
J.V. Basketball	.1300

Position	Percentage of Base Teacher Salary
Freshman Basketball	.1000
Middle School Basketball	.1000
Varsity Wrestling	.1500
Varsity Asst. Wrestling	.1000
Middle School Wrestling	.0750
Varsity Volleyball	.1500
J.V. Volleyball	.1000
Freshman Volleyball	.0750
Middle School Volleyball	.0750
Varsity Golf	.1250
Varsity Asst. Golf	.0750
Middle School Golf	.0500
Varsity Track	.1500
Varsity Asst. Track	.1000
Middle School Track	.0750
Varsity Softball	.1500
Varsity Asst. Softball	.1000
J.V. Softball	.1000
Varsity Baseball	.1500
Varsity Asst. Baseball	.1000
J.V. Baseball	.1000
H.S. Cheerleader	.1250
Middle School Cheerleader	.0500
Varsity Cross Country	.1250
Middle School Cross Country	.0750

Position	Percentage of Base Teacher Salary
ADVISORS	
Senior Class Advisor	.0380
Asst. Senior Class Advisors	.0140
Jr. Class Advisor & Prom Director	.0400
Asst. Jr. Class Advisors	.0300
Sophomore Class Advisor	.0400
Asst. Sophomore Class Advisors	.0300
Freshman Class Advisor	.0300
Club Advisors (One Advisor per club)	.00
Natl Honor Society Advisor-High School	.00
Natl Honor Society Advisor-Middle School	.00
Scholar Challenge Advisor	.00
Student Council Advisor-High School	.00
Student Council Advisor-Middle School	.00
Student Council Advisors-Elementary (One advisor per elementary building)	.00
BAND	
Assistant High School	.0500
DEPARTMENT HEADS	.00
DIRECTORS	
Sixth Grade Camp Director	.00
Washington D.C. Trip Director	.00
DRAMATICS AND SPEECH	
Fall Play Director	.0550
Fall Play Assistant	.0200
*Spring Musical	.0800
*Spring Musical may be posted as two Co-Directors at a split percentage not to exceed .0800.	
HEAD TEACHERS	.0600

21.12 The process for adding extra-duty positions will be as follows:

21.121 Recommendations regarding cheerleaders, athletics, intramurals, and athletic trainers shall go to the athletic director and the Association President, and a response shall be given to the request within fifteen (15) days, with a copy to the Association President.

21.122 Recommendations regarding drill teams, flag corps, music advisors and clubs, head teachers, department chairs, and extended service shall go to the principal in whose building the extra-duty position exists and with a copy to the Association President, and a response shall be given to the request within fifteen (15) days with a copy to the Association President.

21.123 All recommendations shall include the proposed job description as well as an estimate of the number of participants and activities to be conducted and the estimated number of hours involved in the position.

21.124 The Association and the Board shall bargain the rate of compensation for any supplemental position added by the Board.

21.125 Upon agreement on the amount to be paid for an extra-duty position(s), the item(s) will be ratified by the Association and Board and included in the Agreement.

ARTICLE 22 – HIRING RETIREES

22.01 Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

22.02 A Retiree shall be paid at the BA 5 salary step level regardless of training and years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

22.03 A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article 11, Section 11.021 (a-c) of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of

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

22.04 A Retiree shall accumulate up to thirty (30) days sick leave and may use sick leave in accordance with Article 6, Section 6.01 of the Negotiated Agreement, but shall not be entitled to severance pay under Article 15 of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

22.05 A Retiree shall not be entitled to participate in insurances provided to bargaining unit members under Article 19 of the Negotiated Agreement.

22.06 A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article 7 of the Negotiated Agreement, or under O.R.C. 3319.17.

22.07 The Board and the Association expressly intend that this provision in regard to the hiring of retired teachers supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay.

22.08 The number of retirees the Board may hire shall be capped at no more than 10% of the total bargaining unit.

ARTICLE 23 – STRS SALARY REDUCTION PICK-UP

23.01 The Board Treasurer shall contribute to the State Teacher's Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

23.02 The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions to said employee.

23.03 The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

23.04 The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income of said employee's total annual salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

23.05 The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

23.06 The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

23.07 This provision shall be effective and the "pick-up" shall apply to all payroll payments made to members of the bargaining unit.

23.08 The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 24 – TUITION WAIVER

24.01 A bargaining unit member who lives outside the District may enroll his/her child (children) in the Garaway School District. No tuition costs will be assessed to the bargaining unit member.

24.02 Tuition waiver students will be assigned by the Superintendent to buildings according to class size to avoid overcrowding.

ARTICLE 25 – SCHOOL CALENDAR

25.01 The Association shall have three (3) representatives appointed by the Association President to serve on the calendar committee. Representatives of the Administration and other bargaining units will also serve on the committee, but may not have more than three (3) representatives each. The committee, to be chaired by an

Administrator, will prepare a minimum of two (2) calendars to be voted on by the employees of the District. The calendar receiving the greatest number of votes will be presented to the Superintendent for his consideration prior to his recommendation to the Board.

25.02 A copy of the Board adopted calendar will be distributed to all members of the bargaining unit no later than April 30 each year, and will contain all make-up days on the schedule.

ARTICLE 26 – RESIDENT EDUCATOR

26.01 Mission

The mission of the Entry Year Program is to nurture, support, and provide assistance with instruction and/or classroom management through peer interaction with a consulting Mentor Teacher.

26.02 Goals/Objectives

26.021 To assist the Resident Educator in the implementation of courses of study, curriculum, policies, procedures, and routines of their classroom, the building and the district.

26.022 To assist the Resident Educator with lesson plans, particularly as indicated by State models of curriculum, course-of-study objectives, and individual educational plans.

26.023 To assist the Resident Educator in establishing effective classroom management skills.

26.024 To assist the Resident Educator in preparing for and conducting effective parent conferences.

26.025 To arrange meetings with the Resident Educator regularly during the first semester of employment to provide professional support.

26.026 To arrange observations of the Mentor's classroom.

26.027 To arrange for regular visitations to the Resident Educator's classroom.

26.028 To arrange professional development as related to the Mentor Program.

26.029 To promote professionalism and the socialization of the Resident Educator with the whole school staff.

26.0210 To assist the Resident Educator in the assessment of their teaching and student learning goals and outcomes.

26.0211 To assist in the preparing of the Resident Educator to meet the Standards in their teaching.

26.0212 To evaluate the effectiveness of all aspects of the Mentorship and Resident Educator Program.

26.03 Mentor Committee

26.031 The Local Professional Development Committee (LPDC) shall assist the Superintendent in providing training for mentors for the Resident Educator Program and shall keep an updated list of trained mentors. The Superintendent shall select trained mentors annually for Resident Educators and recommend them to the Board of Education.

26.04 Resident Educator

26.041 The Lead Mentor position will expire at the end of each school year and shall be filled in accordance with Article 21.031 of this Agreement if the district has any Resident Educator or teachers that have not completed the Praxis III evaluation. The Lead Mentor shall be a teacher and shall be selected by the Superintendent who will then make a recommendation to the Board of Education. The Lead Mentor must have completed all training for Resident Educator status. If no teachers are trained, the Superintendent may select a teacher with training. The Lead Mentor shall be compensated at a rate equal to six percent (6%) of BA Step 0 of the teacher salary schedule for a year of service, July 1 through June 30.

26.05 Mentors

26.051 The Superintendent shall identify Resident Educators for each school year, and post the Mentor positions for these Resident Educators. The Superintendent and Lead Mentor will then select trained mentors for the Resident Educators and the Superintendent will make final recommendations to the Board of Education. Mentors will have the following qualifications:

a. Shall have completed Resident Educator training.
b. Shall have taught for five (5) years in Garaway Schools.
c. Shall have certification, grade level, and experience in the area that matches as nearly as possible to that of the Resident Educator's placement.
d. Shall have the ability to communicate effectively.
e. Shall have the ability to work well with people by being receptive to new ideas, being a good listener, and being easy to approach.
f. Shall have demonstrated "best practice" teaching strategies.
g. Shall understand and demonstrate effective classroom management.

h. Shall have demonstrated strong organizational skills.

i. Shall produce evidence of continued professional development.

j. Shall demonstrate evidence and enthusiasm of commitment to supporting the Resident Educator.

k. Shall be assigned one Resident Educator per year. Salary $300

ARTICLE 27 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

27.01 The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for all certified licensed employees in the District. The LPDC will be subject to any and all rules and regulations established by the State of Ohio and Department of Education unless otherwise set forth in this provision.

27.02 The term of office for LPDC members shall be 3 years with staggered terms to provide continuity except for the Superintendent who will be assigned permanently to the LPDC.

27.03 The LPDC shall be composed of three (3) persons appointed by the Association which shall have as representation one elementary teacher, one middle school teacher and one high school teacher; as well as the Superintendent and one other building level administrator appointed by the Superintendent. Teacher vacancies on the LPDC shall be filled by appointment from the GTA Executive Committee. The total number of representatives on the LPDC shall be five (5).

27.04 The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.

27.05 The LPDC shall develop and maintain an independent appeals procedure that shall be applicable for all certified/licensed employees of the District. The decisions of the LPDC shall not be grievable.

27.06 For the life of the contract, the LPDC will meet as deemed necessary by the LPDC working in collaboration with the Superintendent. Teacher members shall be compensated at a rate equal to five percent (5%) of the BA at the first (1st) step of the teacher salary schedule for a year of service, July 1 through June 30.

27.07 LPDC members shall be afforded the opportunity to attend training related to performance of their duties subject to the Superintendent's approval, but will not be subject to any professional leave restrictions unless otherwise determined by the Superintendent. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.

27.08 Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent. The responsibility for keeping track of necessary requirements is that of the individual.

27.09 Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual professional. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

27.10 Whenever an administrator's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

27.11 In the event of legislative action, or changes in the rules of the Ohio Department of Education that were not in place prior to the implementation of this provision, such changes will be automatically incorporated into this provision.

27.12 The LPDC shall annually develop, review, and have input on the professional development plans for the district including a voucher program based on a selection of mini-sessions aimed at professional development offered within and outside the district. A recommendation by LPDC majority vote may be made to the Superintendent in regards to the proposed professional development plan, but the final decision rests with the Superintendent.

ARTICLE 28 – DURATION AND EFFECTS OF AGREEMENT

28.01 This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.

28.02 This contract shall be in effect from July 1, 2013, through June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2013.

FOR THE BOARD

President, Board of Education

Superintendent

Treasurer

Negotiating Team Member

Negotiating Team Member

FOR THE ASSOCIATION

President, GTA

Negotiating Team Member

Negotiating Team Member

GARAWAY LOCAL SCHOOL DISTRICT
TEACHER GRIEVANCE FORM-LEVEL ____

Grievant's Name: _____

Grievant's Building Assignment: _____

Date Grievance Occurred: _____

Date of Initial Formal Filing: _____

Level Grievance Initiated: _____

Statement of Grievance:

Remedy Sought:

_____ _____
Grievant's Signature Received by (Signature)

_____ _____
Date Date

All prior Teacher Grievance Forms and Administrative/Board decisions related to this grievance must be attached to this form when the grievant appeals the grievance to the next level. A copy of the decision must be sent to the Association President at the time the decision is sent to the grievant.

GARAWAY LOCAL SCHOOL DISTRICT
TEACHER GRIEVANCE DECISION FORM

Level Decision:

_____ _____
Date Signature of Person Rendering Decision

(Additional pages may be used as necessary)

GARAWAY LOCAL SCHOOL DISTRICT
LEAVE REQUEST AND ABSENCE CERTIFICATION FORM

I request leave for the following date(s):_____ for the following reasons
(Check one applicable reason and supply the requested information):

DEFINITION OF IMMEDIATE FAMILY: Self, spouse, children, parents, brothers, sisters, grandparents, including an in-law or a step within these established relationships or anyone who is a permanent resident of the employee's home.

_____Professional Leave
Give description or attach brochure if available

_____

Cost to school district, if any $_____
****Mailing of registration forms and payment of fees are employee's responsibility. Employee should, however, file for reimbursement of fee through the Central Office.***

_____Personal Leave (When properly approved, this request is authorization to building principals to secure the needed substitute.)

_____Sickness and accidents in the family not covered by sick leave
_____Religious and fraternal observances or conferences
_____Attendance at graduation ceremonies
_____Funerals not covered by sick leave
_____Court appearances
_____Legal matters
_____Personal financial affairs
_____Personal educational affairs, e.g., certification, retirement, etc.
_____Visits to colleges on behalf of self and/or immediate family
_____Other comparable reasons approved by the Superintendent of Schools
(Please specify_____)
_____Unrestricted

_____Unpaid Leave

Reason for Request:_____

_____Vacation

_____Jury Duty

_____Sick Leave

_____Personal/Family Illness (Immediate family only) Relationship to employee: _____
_____Injury
_____Pregnancy/Spouse's Pregnancy
_____Postpartum/Spouse's Postpartum
_____Exposure to contagious disease which could be communicated to other employees or children
_____Death in immediate family
(Relationship of deceased:_____)

Employee's Signature: _____

Building: Current Date:

_____ _____

Principal's Signature: Approved Disapproved Date

_____ _____ _____ _____

Superintendent's Signature:

_____ _____ _____ _____

ABSENCE CERTIFICATION
(Complete this section after returning from above leave)

I certify that I was absent on the above date(s), for the reason(s) specified in the above leave request.

Employee's
Signature_____Date_____

TEACHER CLASSROOM OBSERVATION FORM

[NON-OTES]

Teacher _____ Observer _____

Grade/Subject _____ Date _____

Starting Time _____ Ending Time _____

Appraisal Scale:

E **Excellent** – Performance fulfills and exceeds job responsibilities.
P **Proficient** – Performance fulfills job responsibilities.
NI **Needs Improvement** – Performance needs growth and development in specifically noted areas. There is a reasonable expectation that performance in noted areas will improve.
U **Unsatisfactory** – Performance does not fulfill job responsibilities.
NA **Not Applicable** – Does not apply to this situation.

Organizes Content Knowledge for Student Learning

_____ 1. Lesson is well planned with goals aligned with the Ohio Content Standards that are appropriate for the students
_____ 2. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
_____ 3. Uses evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson
_____ 4. Demonstrates knowledge of content
_____ 5. Uses a variety of teaching methods

Comments:

Creates an Environment for Student Learning

_____ 1. Promotes a fair and impartial class
_____ 2. Establishes and maintains rapport with students
_____ 3. Communicates challenging learning expectations
_____ 4. Establishes and maintains consistent standards of classroom behavior
_____ 5. Makes the physical environment as safe and conducive to learning as possible

Comments:

Teaches for Student Learning

_____ 1. Makes learning goals and instructional procedures clear to students
_____ 2. Makes content comprehensible to students
_____ 3. Encourages students to extend their thinking
_____ 4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
_____ 5. Uses instructional time effectively (time on task)

Comments:

_____ _____
Observer's Signature Conference Date

_____
Teacher's Signature

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)

TEACHER SUMMATIVE EVALUATION FORM

[NON-OTES]

Teacher _____ Observer _____

Grade/Subject _____ Date _____

Appraisal Scale:

E **Excellent** – Performance fulfills and exceeds job responsibilities.
P **Proficient** – Performance fulfills job responsibilities.
NI **Needs Improvement** – Performance needs growth and development in specifically noted areas. There is a reasonable expectation that performance in noted areas will improve.
U **Unsatisfactory** – Performance does not fulfill job responsibilities.
NA **Not Applicable** – Does not apply to this situation.

Organizes Content Knowledge for Student Learning

_____ 1. Is familiar with relevant student background knowledge and experiences
_____ 2. Lessons are well planned with goals aligned with the Ohio Content Standards that are appropriate for the students
_____ 3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
_____ 4. Uses a variety of teaching methods
_____ 5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson
_____ 6. Demonstrates knowledge of content

Comments:

Creates an Environment for Student Learning

_____ 1. Promotes a fair and impartial class
_____ 2. Establishes and maintains rapport with students
_____ 3. Communicates challenging learning expectations
_____ 4. Establishes and maintains consistent standards of classroom behavior
_____ 5. Makes the physical environment as safe and conducive to learning as possible

Comments:

Teaches for Student Learning

_____ 1. Makes learning goals and instructional procedures clear to students
_____ 2. Makes content comprehensible to students
_____ 3. Encourages students to extend their thinking
_____ 4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
_____ 5. Uses instructional time effectively (time on task)
_____ 6. Incorporates and implements technology usage in the classroom

Comments:

Teacher Professionalism

_____ 1. Evaluates whether learning goals were met
_____ 2. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
_____ 3. Communicates with parents or guardians about student learning
_____ 4. Is punctual to class/work and has a good attendance record
_____ 5. Maintains and submits in a timely manner accurate records and reports
_____ 6. Grows and develops professionally by attending workshops or classes

Comments:

SUMMATIVE RATING:
This summative rating of the above-named teacher for this school year is (check one):

_____ **Excellent**
_____ **Proficient**
_____ **Needs Improvement**
_____ **Unsatisfactory**

Comments:

_____ _____
Observer's Signature Conference Date

_____
Teacher's Signature

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)

GARAWAY SCHOOL DISTRICT
COACH EVALUATION FORM

Coach's Name _____ Sport _____
Evaluator _____

Appraisal Scale	S	=	Satisfactory (Defined as: Meets District expectations through competent, satisfactory performance)
	NI	=	Needs Improvement (Defined as: An area needing improvement)
	U	=	Unsatisfactory (Defined as: Failure to improve in an area)

_____ I. Coach - Play Relationships
1. Presents a positive role model for the athletes
2. Uses appropriate language
3. Demonstrates appropriate sportsmanship

Evaluator's comments: _____
_____
_____

_____ II. Administrative Procedural Abilities

_____ A. Practice organization
1. Informs administrators and players of practice and games as early and as often as possible
2. Well kept stats on team's performance
3. Announces team rules to athletes and parents
4. Instruct all assistants as to the methods, practice, schedules, and skills desired in the program

_____ B. Financial Resources
1. Adheres to budget policies and procedures
2. Works within the constraints of the budget

_____ C. Administering the Program
1. Establishes written guidelines and expectations for the entire program
2. Gives input to the Athletic Director as to the performance of all coaches in their program
3. Communicates with Athletic Director on schedule and budget
4. Keep records and stats
5. Monitors student's academic achievement
6. Locker rooms, practice and game areas are cleaned up when finished each day

Evaluator's comments: _____

_____

_____

_____ III. Knowledge and Practice of Medical - Legal Aspects

1. Exhibits reasonable and prudent conduct in preventing and handling accidents and injuries
2. Follows the advice of the physician regarding the participation of injured athletes
3. Instructs players and supervises implementation of the school's Athletic Code
4. Adheres to state athletic rules
5. Reinforces the school policy against use and abuse of chemicals
6. Provides training rules in writing to all team members

Evaluator's comments: _____

_____

_____

_____ IV. Theory and Techniques of Coaching

_____ A. Coaching Methods

1. Applies knowledge of the skills, techniques and rules of the sport
2. Demonstrates the ability to teach fundamentals
3. Maintains discipline in a fair and consistent manner
4. Makes students aware of behavioral expectations before and during the season
5. Practice times are well communicated
6. Off-season conditioning is supervised and announced

_____ B. Strategy

1. Is able to accurately assess player's skills
2. Consequences for behavior are explained before participation and are uniformly enforced

_____ C. Rules and Regulations

1. Abides by the rules and regulations set up by the OHSAA and the Garaway School Board
2. Demonstrates a knowledge of the rules and officiating techniques of the sport

_____ D. Professional Growth

1. Attends instructional activities set forth by the district
2. Maintains appropriate coach's association memberships

Evaluator's comments: _____

_____

_____

_____ V. Public Relations

1. Communicates appropriately and effectively with the following: administrators, Athletic Directors, media, assistant coaches, and parents
2. Follows appropriate chain of command

Evaluator's comments: _____

_____

_____

_____ VI. General Coaching Guidelines

1. Adheres to attendance at practice times and functions such as Booster and Athletic Council meetings
2. Works with other staff members to insure that conflicts involving an athlete's participation in another program does not result in placing the athlete in the center of such conflict - i.e., two coaches putting undue pressure on an athlete to leave one program to participate in another
3. Maintains poise during contests refraining from such actions as inciting crowd, undue berating of officials, or verbal conflicts with opposing players or coaches
4. Insures that all overnight trips are preceded by discussion with the Athletic Director and immediate supervisor. Athletes are to be properly supervised by coaches or responsible adult chaperones.

Evaluator's comments: _____

_____

_____

If either a "Needs Improvement" or an "Unsatisfactory" rating is/are noted on the observation report, the evaluator shall make written recommendations for improvement. Subsequent observations, if any shall note whether sufficient improvement has been made.

Note: The coach's signature acknowledges the evaluation has been received and read and does not indicate agreement with the evaluator.

Coach's Signature _____ Date _____

Athletic Director's Signature _____ Date _____

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Writer's e-mail:
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July 1, 2013

VIA ELECTRONIC MAIL ONLY

State Employment Relations Board
Research and Training
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: Garaway Local School District Board of Education and the Garaway Teachers' Association – Negotiations
Our File No. 669-26-13

Gentlemen:

Enclosed herewith please find one copy of the executed Negotiated Agreement between the above-captioned parties which I am forwarding to your attention for disposition, since a mediation case number was not previously requested. The Negotiated Agreement is filed pursuant to OAC §4117-9-07.

Thank you for your assistance in this matter.

Very truly yours,

Kevin J. Locke

KJL/dlm
Enclosure
cc: Ms. Teresa Alberts, Superintendent (w/o enclosure)