CONTRACT AGREEMENT

BETWEEN

GEORGETOWN EXEMPTED VILLAGE BOARD OF EDUCATION

AND THE

GEORGETOWN FEDERATION OF TEACHERS, AFT/OFT

SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2019
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ARTICLE I
Recognition

A. Recognition

1. The Georgetown Exempted Village Board of Education recognizes the Georgetown Federation of Teachers, AFT/OFT, as the sole and the exclusive bargaining agent for all teachers, librarians, nurses, guidance counselors, and coaches who teach in the Georgetown Exempted Village School District and are employed under a regular teaching contract. Excluded from the bargaining unit are the Superintendent, Administrators, and Psychologist.

2. The subjects of collective bargaining will be all matters relating to wages, hours, terms, and other conditions of employment. The Georgetown Federation of Teachers, AFT/OFT, will continue to be recognized as the collective bargaining agent for the employees in this bargaining unit until it is removed or replaced in accordance with provisions of the Ohio Revised Code 4117.

B. Definition of Terms

1. The term “Board” when used herein will refer to the Georgetown Exempted Village Board of Education and its management, supervisory, and confidential personnel as that term is defined under provisions of the Ohio Revised Code 4117.

2. The term “GFT” when used herein will refer to the Georgetown Federation of Teachers, affiliated with the Ohio Federation of Teachers and the American Federation of Teachers.

3. The term “Teacher” when used herein will include all members of the bargaining unit as defined in Section A, above.

ARTICLE II
Negotiations Procedure

A. Statement of Principles

1. The Board and the GFT state that the principles stated in succeeding sections of this document will govern the negotiation process between the Board and the GFT.

2. “Good Faith” requires that the Board and the GFT be willing to react to each other’s proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this contract will compel either party to agree to a proposal or to make a concession.

B. Subject of Negotiations

Representatives of the Board and the GFT will negotiate in good faith all matters relating to wages, hours, terms, and conditions of employment.
C. **Requests for Negotiation**

1. If either party desires to open bargaining, it shall notify the other party in writing no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration date of the agreement. Notification shall be served in writing. Within thirty (30) calendar days after receipt of such notice, the parties will have their initial meeting and exchange written proposals.

2. In the first negotiation session, proposals will be in form and detail specifying that to which agreement is sought. Topical listings of items proposed for negotiations will constitute a clear failure of compliance with this requirement and may be disregarded.

3. After the second (2nd) meeting, no new items may be submitted unless by mutual agreement of both parties. The remaining items of the then current contract shall remain in force and effect and shall be a part of any successor agreement.

D. **Negotiation Meetings**

1. Negotiation meetings will be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.

2. Meetings shall be scheduled at reasonable intervals, places, and times.

3. Either party may recess for caucuses at any time.

4. Minutes of meetings will be kept by each party only if it deems necessary and only in such form and detail as it may determine advisable.

5. Negotiations will be conducted outside of the normal workday unless the parties mutually agree otherwise.

E. **Representation**

1. The representatives of the Board will consist of not more than five (5) designees.

2. The representatives of the GFT will consist of not more than five (5) designees.

F. **Assistance and Study Committees**

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

G. **Information**

The Board and the GFT agree to supply available public information that is specifically requested and routinely prepared.

H. **News Releases**

Neither party will make a release to the news media regarding negotiations, unless mutually prepared, so long as good faith negotiations, as defined in Article II (A) (2), are in progress.
I. Agreement

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

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

3. The membership of the GFT must affirm the acceptance of the contract first by a membership vote, and then the same will be presented to the Board for its decision. If approved by both parties, the contract will be binding on both parties.

4. Within thirty (30) working days after signing, the contract will be made available to all Teachers and the Board members. The GFT will be responsible for the typing of the final negotiated contract. The Board will be responsible for the duplication and distribution of the contract to bargaining unit personnel as well as administrative personnel and Board members.

J. Dispute Settlement Procedures

Dispute settlement procedures shall be governed by the O.R.C. 4117.14.

ARTICLE III

GFT Rights

A. GFT Membership Meetings

As the recognized bargaining agent, GFT shall have the right to use the school buildings to conduct membership meetings. Such meetings shall not interfere with nor interrupt normal instructional programs or school operations and shall be held outside the regular school day. GFT shall request use of a school facility from the Superintendent, except for regularly scheduled meetings held after the monthly Board meeting and a meeting to be held within four (4) working days after a special board meeting. Normally scheduled building staff meetings will not conflict with the GFT meetings.

B. Announcements at Staff Meetings

The GFT shall have the right to make announcements at staff meetings. The GFT will be allotted thirty minutes for announcements on the opening day schedule.

C. Use of Board Equipment

The GFT shall have the right, within established administrative procedures, to use facilities, equipment, computers, copy machines, and audio visual equipment, when operated by qualified bargaining unit members authorized by the GFT. The GFT shall pay for the consumable school supplies used. Any duplication or photocopying beyond two hundred exposures (200) will have specific prior approval of the building administrator. Use of such foregoing equipment shall not occur during the duty day and shall not interfere nor interrupt normal instructional programs or school operations.
D. **Bulletin Boards**

   The GFT shall have the right to use school bulletin boards which are located in the staff dining room, if one exists, or in each teacher work room of every building. GFT representatives shall have the exclusive responsibility for posting and removing GFT notices.

E. **Internal Mail System**

   The GFT shall have the right to the use of the internal mail system of the school and the district’s e-mail system as long as that use complies with federal law.

F. **Use of GFT Insignia**

   The GFT shall have the right to utilize the GFT insignia for the purpose of identifying membership on each member’s mailbox.

G. **Dues Deduction and Cancellation**

   The GFT shall have the right to payroll deduction of membership dues.

   1. Members shall have the right to authorize the continuous deduction of said dues from year to year hereafter unless revoked by the GFT member according to the procedures listed below. Said deductions will be made upon receipt of a signed authorization form submitted to the Treasurer at least ten (10) working days prior to the next payroll date. Dues collected shall be transmitted monthly to GFT. The GFT will be responsible for collecting any dues not collected through payroll deduction.

   2. The amount of dues to be deducted shall remain the same for a minimum of one (1) year. These deductions shall be made from each paycheck.

   3. Revocation may be made by any member at any time in writing to the GFT treasurer. The GFT treasurer must forward such revocation to the Board Treasurer within (5) working days.

   4. Dues, when increased or changed, shall be increased or changed only once a year in September.

   5. The GFT shall indemnify the Board against any and all claims, demands, suits, cost, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with this provision.

H. **GFT and Board Meetings**

   The GFT President or designee shall be notified of and provided with the Agenda prior to public meetings of the Board and its subcommittees. The GFT President or designees shall be provided access to the Board of Education’s website to obtain a copy of the Board minutes and/or changes to Board policy. The GFT President or designees shall be placed on the distribution list for all public information provided to members of the Board.

I. **Information**

   Within ten (10) working days after receipt of a request from the GFT President to the Treasurer, the GFT shall be given such forms as the Seniority list, Reduction in Force list (if one exists), monthly financial reports, End of Year Financial Report (listing all receipts and expenditures for the general fund by object code), and any other forms of information deemed public.
J. **GFT business**

The GFT members will not conduct GFT business during the regular duty day. However, the superintendent or administrator, at his/her discretion, may make exceptions.

K. **GFT President and Superintendent Meetings**

The superintendent will meet with the President of the GFT, if requested by either party, at mutually convenient times to discuss matters of mutual concern.

L. **New Hire Information**

Upon request of the President of the GFT, the Board shall provide the GFT with the names and addresses of newly employed teachers within seven (7) calendar days from the receipt of the request.

M. **GFT Representatives**

At the beginning of the school year, the GFT shall provide the Board with a list of its officers and representatives and all subsequent changes.

N. **Fair Share Fee**

1. Beginning with employees hired for the 2006-2007 school year, as allowed by O.R.C. 4117.09(C), all employees covered by this Agreement who are not members of GFT shall pay to GFT, through deductions from each paycheck, a fair share fee for the cost of collective bargaining services. The obligation of non-members to pay such fair share fee commences with the first paycheck due in September, or with the first paycheck due sixty days after initial employment in the bargaining unit, whichever occurs later. The written consent of non-union members shall not be required as condition for payroll deduction of the fee.

2. Procedures shall be adopted and distributed annually by the GFT to all non-members allowing them to (1) annually object to payment of a fair share fee equal to union dues and thereafter receive a rebate and fee reduction, representing that portion of union dues deemed to be “non-chargeable” under state or federal law; and (2) challenge the manner in which the fee is calculated and obtain a hearing before an impartial arbitrator with respect to such challenge. Upon request, the GFT shall provide the Board with copies of the procedure adopted by the union to comply with this paragraph. In the absence of an objection, an amount equal to full Union dues shall be deducted from each non-member’s paycheck. The GFT will timely inform the treasurer within ten days of a timely objection.

3. Fair share fee payments by non-union members shall be deducted by the Board from their paychecks and remitted to the GFT in the same manner that the dues of union members are deducted.

4. The GFT shall submit to the Board at least fourteen days prior to the first paycheck of each school year the annual notice sent to non-members describing the amount of the fair share fee for the upcoming school year and the rights of non-members to object to or challenge the fair share fee.

5. In the event the Board is held to be responsible for the repayment of moneys paid to the GFT pursuant to this Fair Share Agreement, the GFT, to the extent of those funds actually received by it, shall reimburse the same to the Board and/or the designated bargaining unit employees involved.

6. If any provision of this Section is declared by a court to be invalid under federal or state law, said provision shall be modified by agreement of the parties to comply with the requirements of said federal or state law, and only those portions of this Section that are held to be invalid shall no longer be binding upon the parties, and the balance of this Section shall remain in effect.

7. Pursuant to O.R.C 4117.09(C), any member objecting to the payment of GFT fair share fees based upon membership in a recognized religious denomination may make equivalent payments to a
charitable organization, which amount shall be deducted from such non-member’s paycheck by the Board.

8. Any current GFT member who decides to drop membership shall have fair share fees deducted in the manner prescribed above.

ARTICLE IV
Management Rights

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities not specifically limited by the express terms of the contract.

ARTICLE V
Grievance Procedures

A. Definition

1. A grievance shall mean a complaint by a teacher member in the bargaining unit or a group of teachers or the union that there is a violation, misinterpretation, or misapplication of the provisions of this contract.

2. A grievant shall mean either
   a. an individual bargaining unit member,
   b. group of bargaining unit members having the same grievance, or
   c. the GFT.

3. The term “day” when used in this Article shall mean weekdays excluding holidays.

B. Procedures

1. Informal: If a grievant member has a complaint, he/she shall discuss it informally with his/her administrator. The grievant may be represented or accompanied by a GFT representative before the administrator. The object of both parties shall be to resolve this matter as soon as possible in an informal manner.

2. Formal:
   a. Step 1: If the issue is not resolved informally, the grievant shall, in writing, present a grievance to his/her administrator within ten (10) days following the occurrence or the knowledge of the occurrence which is the basis of the complaint. Both parties may mutually agree to by-pass Step 1 and forward the grievance on to Step 2 without a hearing at Step 1. However, if either party requests a hearing, it will be scheduled and held within five (5) days of the receipt of such grievance. The administrator or his/her designee will have five (5) days to give a written decision after the conclusion of the meeting.

   b. Step 2: If the grievance is not resolved by the administrator at step 1, within five (5) days of the receipt of the step 1 response, the grievant and his/her GFT representative
may appeal to the superintendent in writing and such writing will set forth specifically the fact or condition on which the grievance was based in the first step above and the basis of the appeal. The superintendent or his/her designee will schedule and hold a meeting within five (5) days of the receipt of such grievance in an effort to resolve the grievance. The superintendent or his/her designated representative will communicate his/her decision in writing to the grievant within ten (10) days after the conclusion of the meeting.

When the grievant is not represented by the GFT at this step, the superintendent will furnish the GFT with a copy of the appeal from Step 1 together with a notice of the date of the meeting. In such cases when the GFT is not representing the grievant, the GFT representative may be present and state its views at the conclusion of the meeting.

The above time limits are to be maximums and may be extended by mutual agreement of the parties.

c. **Step 3:**

i. If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may request a hearing before an arbitrator. The grievant’s request for arbitration shall be made within ten (10) days following the receipt of the Step 2 disposition of the grievance. The grievant’s request for arbitration shall be made by certified mail with return receipt requested to the Superintendent.

ii. The grievant and his/her designated representative shall file a joint request to the Federal Mediation and Conciliation Service to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the rules of FMCS. The arbitrator shall hold the necessary hearing and issue his/her decision in accordance with the rules of the Federal Mediation and Conciliation Service.

iii. The decision of the arbitrator shall be final and binding on the Parties and the grievant and shall be rendered within thirty (30) days after the record has been closed. The arbitrator shall not have the authority to add to subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Agreement nor add to, subtract from, or modify the language therein. The arbitrator shall not substitute his/her judgment for that of the Administration. The arbitrator shall limit himself/herself to the issue presented and shall have no authority to decide any other issue(s) not submitted. This shall be the sole and exclusive avenue of settling disputes that arise from this agreement.

iv. The cost of the arbitrator’s services shall be borne by the losing party.

**B. No Reprisals**

The fact that a grievance is raised by a GFT member of the bargaining unit, regardless of the ultimate disposition, will not be recorded in any teacher file nor in any file nor record utilized in the promotion process; nor will such fact be used in any recommendations for job placement; nor will such a teacher (and/or any GFT members who participate in any way in the grievance procedure) be subjected to reprisal for having processed a grievance.
C. **Grievant’s Rights**

1. Grievance procedures and all activities relating to a grievance will be conducted outside the member’s regular workday.

2. A grievant will have the following rights:
   a. To be present at the hearing,
   b. To hear testimony, or
   c. To give testimony in his/her own behalf.

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**ARTICLE VI**

**Teacher Contracts**

A. **Staff Vacancies**

1. When teaching assignments become vacant or new positions are created, the administration shall post the teaching assignment on the district’s bulletin boards for five (5) days and shall e-mail vacancy listing to all teachers. If the vacancy occurs during summer break, the administration shall e-mail and use the district’s automated phone system to inform teachers of vacancies and/or newly created positions.

2. Teachers shall notify the superintendent and/or the building principal in writing of their desire to compete for positions within five (5) days of the conclusion of the posting period.

3. All qualified bargaining unit members who express an interest in a vacant teaching assignment shall be interviewed for the position and shall have first consideration for vacancies.

4. Administration shall consider the bargaining unit member’s training, experience, and individual qualifications to determine if the bargaining unit member is qualified for the position.

5. All teachers who have participated in the interview process for a particular teaching assignment shall be notified in writing of the granting or denial of their request for reassignment.

6. New hires who fill vacancies during the school year shall be subject to displacement at the end of the school year and that particular teaching assignment shall be listed as a vacancy for the ensuing year in the event that a teacher has provided the Superintendent with written notice by May 1st of an interest to fill the vacancy for the next school year.

B. **Limited Contracts and Continuing Contracts**

1. O.R.C. 3319.11 will solely govern the issuance of limited contracts and continuing contracts and appeals of the non-renewal of limited contracts.

2. Teachers who believe they’re eligible for a continuing contract shall request in writing to the Superintendent, by January 1, their desire to be considered for a continuing contract. Failure
to do so will result in the teacher being awarded a contract in the contract sequence specified in Article VII.

3. Employment of retired teachers will be in accordance with O.R.C. unless otherwise stated herein

   a. Salary
      Retired teachers reemployed by the Board shall be placed on the teacher’s salary schedule and advance in typical fashion from step to step. The initial placement on the salary scale will be at the discretion of the board based on the recommendation of the superintendent.

   b. Contract Employment
      Retired teachers who are reemployed by the Board shall receive a one year limited contract of employment. Such contracts shall automatically terminate at the end of each school year without further action, notice or procedure by the school district. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher reemployed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the district.

   c. Supplemental Contracts
      Retired teachers who are reemployed by the Board shall be eligible for supplemental contracts.

   d. Leaves of Absences
      Retired teachers reemployed by the Board shall receive sick leave (including bonus) and personal leave. Retired teachers reemployed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave, and family and medical leave. In no event shall leave extend beyond the retiree’s employment contract term.

   e. Reduction in Force
      Retired teachers reemployed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers reemployed by the Board shall have no right to displace or bump, nor any right of recall, in the event of a reduction in force.

   f. Evaluation Procedures
      The evaluation procedures required of a regular teacher by law (Revised Code 3319.11, 3319.111) and this contract shall not apply to retired teachers reemployed by the Board. It is not necessary for the Board to conduct evaluations in accordance with Revised Code 3319.11 or 3319.111, Board policy and/or this Agreement and the failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic reemployment of a retiree.

   g. Severance Pay
      A retired teacher reemployed by the Board cannot receive severance pay from the district.

   h. Insurance
      Medical and prescription coverage will be available to retired teachers reemployed by the Board with the employee paying 20% of the monthly premium and the Board paying 80% of the monthly premium. Such employees may also purchase dental, vision, and life insurance, with the employee paying 100% of the premium. Employees receiving a pension from any other retirement system and are eligible for insurance benefits may purchase insurance from the Board at 100% of the premium.
i. Sick Leave
Retired teachers reemployed by the Board will start their employment with the district with zero sick days. Sick leave days accumulated from other districts will not be transferable.

j. Superseding Clause
All of the terms and conditions of employment set forth in Article VI(B)(3) shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including, but not limited to: Sections 3313.202; 3317.13; 3317.14; 3319.08; 3319.11; 3319.111; 3319.12; 3319.17; and Chapter 3307.

C. Assignment of Teachers

1. The assignment of teachers shall be the responsibility of the superintendent. Each teacher will be assigned to a specific teaching assignment.

2. A change in assignment may be made on the request of the teacher; however, the superintendent may reassign teachers if the reassignment is based on the welfare of the teacher or the school (O.R.C. 3319.01).

3. The superintendent may reassign teachers to positions for which he/she is qualified.

4. When a teacher is administratively reassigned to a different teaching assignment, the teacher must be notified personally by the building principal if the teacher is changing buildings prior to the assignment being made public. Teachers will be notified in person and in writing prior to the reassignment being announced in any meeting or public forum. Written notification will include reasons for reassignment.

5. All teachers shall be notified of his/her tentative teaching assignment for the ensuing year by the last day of the school year.

6. If a change in assignment occurs during the summer, the principal or superintendent (as applicable) shall notify the teacher in writing at his/her home address.

7. A change in teaching assignment shall be defined as a change in grade level and/or subject area.

D. Supplemental Contracts

1. Supplemental contract shall be entered into for supplemental duties as determined by the Board. Supplemental contracts shall be one year contracts that expire automatically without evaluation or notice being provided by the Board of Education.

2. Supplemental contracts shall be filled by qualified bargaining unit members before all others in accordance with O.R.C.

3. All supplemental contracts shall be advertised and posted with job descriptions available at the district office.

4. Pay for supplemental assignments, with the exception of extended service, will be based upon work performed beyond regular duties and/or beyond the regular work duty day in accordance with the Supplemental Salary Scheduled attached hereto in Appendix B. Bargaining unit members shall receive no compensation for work performed in preparation for the next season in the event their supplemental contract is not renewed for the next school year or season.
5. Supplemental contracts will be evaluated for need on a yearly basis through negotiations between the GFT and the Board.

E. Evaluation/Observation

Instructional teachers, as defined by Ohio Revised Code section 3319.111 shall be evaluated in accordance with the Board adopted evaluation policy, a copy of which is attached as Exhibit A. The Board agrees that it will not adopt any amendments to the Board adopted evaluation policy that is in place as of the effective date of this Collective Bargaining Agreement unless the Evaluation Committee established under the Board adopted evaluation policy has first met to consider the proposed amendments to the policy.

Non-instructional teachers shall be evaluated using the previously utilized evaluation instrument. The timelines and frequency of observations for non-instructional teachers shall be in accordance with Ohio Revised Code section 3319.111 and 3319.112.

Any complaints of violations of either evaluation process shall be subject solely to the grievance procedure set forth in this agreement, and the provisions of this section shall supersede any evaluation requirements of Ohio Revised Code section 3319.11 to the extent that it conflicts with this Agreement.

F. Resignation, Suspension, and Dismissal

1. A teacher who has a contract covering the ensuing school year will be free to resign up to July 10, preceding that year. The Superintendent or his/her designee may accept the resignation upon receipt with the effective date being the day stated in the resignation. After that time, the consent of the Board must be given before a staff member may resign his/her position. Similarly, a staff member may not resign during a school year unless the Board of Education consents. Resignations will be submitted to the Superintendent for presentation to the Board.

2. The Board may suspend a teacher pending final action to terminate his/her contract if, in its judgment the character of the charges warrants such action.

3. The contract of a teacher may be terminated for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board; or for other good and just cause. Before terminating any contract, the Board will furnish the teacher a written notice of its intention to consider termination of his/her contract, specification of the grounds for such consideration, and inform him/her of his/her rights to request a hearing. At such a hearing, both parties may be represented by counsel and present and cross-examine witnesses. A stenographic record of the proceeding will be made. After the hearing, the Board will make its determination by majority vote. Any order of termination of a contract will state the grounds for termination. The parties agree, acknowledge and understand that this provision supersedes the procedures for termination provided in R.C. 3319.16.
ARTICLE VII
Contract Sequence

A. Contract Sequence

The normal contract sequence will be

1 year limited contract; then
1 year limited contract; then
2 year limited contract; then
3 year limited contract; then
4 year limited contract; thereafter

B. Contract Sequence Interruption

Based upon deficient or exemplary evaluation, the Board may interrupt this contract sequence and issue a limited contract of lesser or greater duration.

ARTICLE VIII
Personnel Files

A. Office Personnel File

1. A personnel file for each teacher containing all public information relating to said teacher will be maintained in the district office.

2. Each teacher will have the right, upon written request, to review the contents of his/her own personnel file, with the exception of employment recommendations provided to the district on a confidential basis. Such request will be made to the superintendent and scheduled for a time convenient for the parties involved.

3. Teachers may make written objections to any information contained in the file. Any written objection must be signed by the teacher and will become part of the teacher’s personnel file.

4. Anonymous letters will not be placed in the personnel file.

5. Teachers will be provided copies of derogatory materials placed in their personnel files. The teacher shall sign for the receipt of said copies.

ARTICLE IX
Teaching/Learning Conditions

A. School Year

The school year shall consist of one hundred and eighty-two (182) days. The teachers will be provided input prior to the establishment of the annual calendar. The Bargaining Unit President will be presented with a school calendar via e-mail for comment at least two weeks prior to the Board approving the school calendar.
B. Teaching Day

The normal duty day shall be seven and one-half (7 ½) hours, including a thirty-minute (30) duty free lunch period. The duty day may be changed due to emergency situations as determined by the Superintendent.

C. Meetings

1. The administrator may call meetings of the entire staff in each building and the entire staff will be in attendance.

2. Each building shall have one regularly scheduled meeting not to exceed one hour of the entire staff per month as determined by the Administrator. Emergency meetings of the entire staff may be held as needed for emergency situations.

3. The Superintendent will call district-wide staff meetings at his/her discretion.

D. Communications

The District shall provide a secured, shared drive system that will allow teachers to submit issues to the building principal, superintendent, leadership team, and/or etc. All submitted issues shall be addressed within five working days by the responding party. The responding party shall issue a resolution that shall be sent to the teacher and/or posted on the shared drive.

E. Planning/Conference/Preparation Time

1. All teachers shall receive daily planning time. Individual planning time shall be defined as a continuous amount of time assigned to teachers. Assigned planning time shall be used by teachers for the purpose of preparing, improving, and/or evaluating their instructional program. Planning time shall be no less than 255 minutes per week or one class period daily, whichever is greater. Planning time shall be of a continuous amount of time that is no less than forty (40) minutes.

2. When a teacher is displaced from their classroom during their individual planning time, they will be provided a space with the appropriate resources to adequately perform their responsibilities.

3. Collaborative/Team Planning time shall be defined as a continuous amount of time assigned to teachers during the teachers’ workday and used for the purpose of engaging in professional discourse and/or professional meetings with colleagues.

4. Bargaining unit members shall be provided with one day of student early release each quarter (as determined by the Superintendent) for the purpose of recording grades.

5. In the event teachers are requested to attend meetings by an administrator, excluding staff meetings, IEP meetings, and PTO meetings, that do not occur within the work day, the teachers shall be compensated at the negotiated stipend rate.

F. Mentorship

All eligible teachers will participate in Ohio’s Resident Educator Program and assigned a mentor by the Building Principal in accordance with Ohio law.
H. Leadership Teams

District Leadership Team (DLT)

The primary goal of the District Leadership Team (DLT) is, “The improvement of instructional practice and performance, regardless of role” (Elmore, 2004, p. 66). The DLT will lead the improvement work of the District forward. The DLT will review District data, develop the District’s improvement plan (including goals and strategies), ensure the provision of professional development and other supports, monitor the implementation and effectiveness of the strategies and learn how to replicate and sustain success. The DLT will actively communicate the improvement work of the District between classrooms, buildings and the District. Team members, including the Superintendent, should actively model the use of inquiry and learning in the process.

Members of the DLT shall be limited to twenty (20) individuals. Membership will be identified and recruited by the Superintendent and the GFT President. Members shall include:

- Superintendent (1)
- GFT President (1)
- Board Member (1)
- All Principals and Assistant Principals as well as Special Education Director (4)
- Opinion Leaders from the District, Content Area Specialist, Grade Band Representatives and Specialty Area Teachers (4)
- External stakeholders such as business and community opinion leaders (1)

Meetings

The DLT shall meet at least quarterly.

The Superintendent and all members of the DLT shall be empowered to set items on the agenda. The agenda shall be distributed to all teachers and staff at least 24 hours prior to each regular meeting. Minutes shall be taken and distributed to all teachers no later than five working days after the DLT meeting. Minutes shall include all decisions made by the DLT.

Building Leadership Team (BLT)

The purpose of the Building Leadership Team (BLT) is to focus on the ongoing performance of students, the quality of instruction, and other building issues. By constantly examining the performance of all students in the building (by grade, subject and course), the BLT assesses the overall effectiveness of the Teacher Based Teams (TBT’s) and the specific shared strategies that everyone is learning to use well, the strategies agreed to in the TBT’s and any other inventions being used by the building. The BLT reviews formative data and other building issues and makes recommendations for action in a timely fashion instead of waiting for quarterly or annual data to come in.

Membership of the BLT’s shall be limited to ten (10) individuals. Initial selection of the Team shall be made by the building principal and shall include:

- Principal
- Assistant Principal
- A representative from each grade level at GES and from each department at GHS/MS
- Assessment Literacy Coaches, Special Education Director
- GFT Building Representative
- Internal and External Opinion Leaders
- Director of Staff and Pupil Services will serve as the data facilitator
**Teacher Based Teams (TBT)**

(TBT’s) Teacher Based Team’s purpose is to focus on academic achievement and is driven by common academic standards as well as common students. These Teams will examine student work generated from a common formative assessment, which is measured with a common scoring guide or answer key. Teams will work collaboratively to increase the quality of learning for students and to plan high-quality intervention driven by assessment data. These Teams will use the Five Step process outlined in the Ohio Improvement Process (OIP).

Teams are formed based on the following criteria and will be determined by the Building Principal:

- Common standards or common area of focus
- Administer and create common formative assessments
- Measure learning with a common scoring guide or answer key

All Teams are driven by the above criteria, membership may include:

- Grade-Level teachers
- Course or content-area teachers
- Specialist or elective teachers
- Counselors or support personnel
- Data Team Leaders. The individuals must serve on the BLT. These members will be selected by the Building Principal.

**J. Class Size**

When class sizes exceed twenty-six (26) students in the Elementary School or thirty (30) students in grades 7-12, the building administrator or GFT President may convene a meeting of the Building Leadership Team to discuss options and possible solutions.

**ARTICLE X**

**Seniority**

**A. Definition**

1. Seniority shall be defined as the length of continuous service from the first day worked as a teacher of Georgetown Exempted Village Schools under a regular teaching contract.

2. Part-time teachers shall only have seniority as it relates to other part-time teachers.

**B. Seniority Modifications**

1. Seniority will not be interrupted by authorized leaves of absence.

2. Teachers who leave the bargaining unit for any reason and later return to the bargaining unit shall accrue seniority as of the date of the return and/or re-employment.

3. Teachers who are laid-off, and recalled shall maintain their accrued seniority but shall not accrue additional seniority during the period of layoff.

4. A seniority list shall be maintained by the Board showing the seniority of each member of the bargaining unit. Such list should be made on or about October 15th of each year with a copy being given to the union and posted on the bulletin board in the Teachers’ workrooms.
Within thirty (30) days after the receipt of the seniority list, the Board and GFT will meet to resolve any errors in the seniority list. Fifteen (15) days after the meeting or at the end of the thirty (30) day time period above, whichever is sooner, the parties agree that the seniority list is valid and accurate and waive raising the issue of the accuracy of the seniority list in any future proceeding until the next seniority list is created on or about October 15.

5. Teachers shall continue to accrue seniority as long as they occupy a position within the bargaining unit.

6. If two or more teachers have the same length of continuous service, seniority will be determined by:
   a. The first contract day worked within the district.
   b. The date of the Board meeting at which the teacher was hired, and then by
   c. The date the teacher signed his/her initial limited contract in the district,
   d. The last four digits of the teacher’s social security number. The higher number shall have more seniority, and then,
   e. A flip of the coin.

ARTICLE XI
Reduction in Force

A. Definition

1. A reduction in force may occur for the reasons set forth in O.R.C. 3319.17 as well as for curriculum changes and/or financial reasons.

2. A teacher whose contract is suspended shall retain the right to be placed on the recall list as provided in C below and shall distinguish him/her from members of the bargaining unit who are terminated for any other reason.

B. Suspension of Contract

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

1. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for the employees who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish the necessary reduction.

2. Reductions needed beyond those available by attrition will be made by suspending contracts in accordance with the recommendation of the Superintendent who shall, within each teaching area affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers
who have comparable evaluations. For purposes of this Article, bargaining unit members shall be considered to have comparable evaluations as follows:

a. For the 2013-2014 school year, bargaining unit members shall be considered to have comparable evaluations if they have an overall effectiveness rating above “ineffective” as assigned in their most recent completed final evaluation.
b. For the 2014-2015 and 2015-2016 school years, bargaining unit members shall be considered to have comparable evaluations if they have an overall effectiveness rating of “accomplished” or “skilled” or they have an overall effectiveness rating of “developing” or “ineffective.”

In lieu of suspending a contract in whole, the Board of Education may suspend a contract in part. Any teacher whose contract is to be suspended shall be advised of such decision within thirty (30) calendar days prior to the effective date of suspension of the contract, and further advised that the reason for his/her discontinuation is not due to dissatisfaction with his/her services.

C. Recall

1. Teachers whose contracts have been suspended shall be placed on the recall list by the certification from which they were laid off and shall receive preference to positions for which they are qualified and certified over other applicants. Teachers whose contracts have been suspended will lose their right to restoration effective twenty-four (24) months after the effective date of the lay-off or if they:
   a. Resign,
   b. Fail to accept a position offered for which they are qualified and certificated,
   c. Fail to respond, in writing, within ten (10) days after receiving notice of recall by registered or certified mail. and/or
   d. Accept a contract with another school district.

2. It shall be the responsibility of the teacher to keep an updated address on file with the treasurer.

ARTICLE XII
Leaves

A. Sick Leave

1. Use of Sick Leave
   a. Sick leave is applicable for absence due to:
      i. Personal illness, injury, disability due to pregnancy or childbirth, period of quarantine required by exposure to a contagious disease that could be communicated to others.
      ii. Illness or injury of the teacher’s family member.
      iii. Death of a Teacher’s family member.
iv. For the purpose of sick leave usage, family member shall be defined to include you, your spouse, son, daughter, sister, brother, parent, in-laws, grandparent, grandchild, or any other person living in the same household unit, no matter what the degree of relationship. Notwithstanding the foregoing, sick leave may be used to attend the funeral of an aunt, uncle, niece, or nephew.

b. Sick leave shall be used in one quarter, one third, one half, or whole day increments. Day(s) of absence shall not be paid sick leave day(s) when the unit member does not use sick leave for the purposes as prescribed above or has not properly followed the notification procedure in Article XII(A)(5).

2. Sick Leave Entitlement

A teacher employed by the Board shall be entitled to accrue up to fifteen (15) days of paid sick leave per contract year. Part-time teachers will be credited and charged sick leave on a pro-rated basis according to their percentage appointment. Teachers will not accrue sick leave during the period of time they are on unpaid leave. Unused sick leave shall be cumulative up to two hundred twenty (220) sick days or to the number equal to the regular teaching contract plus supplemental extended days, whichever is greater.

3. Documentation

The Board shall require a teacher to furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave. For absences of three (3) or more consecutive duty days, the Board may require a statement from a doctor stating the specific medical condition of the teacher. If the teacher is taking care of a family member who is ill or injured for three or more consecutive duty days, the Board may require a doctor to certify that the teacher’s absence is necessary for direct care to the family member. Falsification of a statement is grounds for suspension or termination of employment.

4. New Teacher Advancement and Credit

a. New teachers shall have all accumulated sick leave days earned in other public employment in Ohio to a maximum or one hundred twenty (120) days transferred to the district, provided that employment with the Board takes place within ten (10) years of the last termination from public employment. Proof of sick leave credits must be in writing from the public employer.

b. Each newly hired full-time teacher employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of up to five (5) days of sick leave each year, to be charged against the sick leave he/she subsequently accumulates.

5. Notification and Substitution

a. Teachers shall call the Building Principal or his/her designee to notify him/her of the teacher’s absence on a daily basis at least two (2) hours prior to the teacher’s starting time, unless it is impossible to do so for emergency medical reasons.

b. The Administrator and/or his/her designee will attempt to arrange for substitute coverage. The ill teacher will not be required to cover his/her assignment if a substitute is not available.
B. **Personal Leave**

1. **Personal day**
   
   Three days of paid personal leave shall be granted to a teacher each year.

2. **Notification**
   
   a. Personal leave shall be requested forty-eight (48) hours in advance of the desired date.

   b. In the event of an emergency, the written request period may be waived by the Superintendent.

   c. No more than four teachers per building will be permitted to take the same personal day, which shall be awarded based on the order submitted.

3. At the end of each school year, teachers shall receive $100 for each full unused personal day or may convert unused personal days to sick days at 100% conversion rate. Partial personal days will not be compensated or converted.

C. **Family Leave**

   Family leave will be granted in accordance to the provision of the Family and Medical Leave Act of 1993.

D. **Jury Duty**

1. Jury Duty Leave shall be granted to a teacher reporting for jury duty provided that the teacher has provided prior notice of the need for Jury Duty Leave to the Treasurer.

2. While on jury duty, teachers are required to report daily their schedule for the following day, and must report to work when excused for a day or part of a day or suffer loss of pay. Any jury duty leave will not be charged against any other leave and will count as time on the job.

3. Teachers must submit to the Superintendent a record from the county of the number of days served.

E. **Georgetown Federation of Teachers (GFT) Leave**

   The President of GFT and/or his/her designees who are delegated or appointees to the convention or meetings of the Ohio Federation of Teachers, American Federation of Teachers, or the AFL-CIO, shall be granted collectively a maximum of sixteen (16) days release time per year leave, with full pay to attend such functions. Such leave shall be granted only upon the request of the GFT President fifteen (15) days prior to the leave date. GFT will compensate the district at the established substitute rate after the eighth day of a substitute teacher being employed to cover for GFT leave.

   Upon written request by the Federation, the Board shall grant leave of absence to any GFT member elected or hired for a full-time position with the Federation’s state or national affiliates. For an elected position, the request shall be honored indefinitely, if the Federation so desires. For a member hired for a position, the request shall be honored for up to four years, if the Federation so desires. Benefits and leaves shall be granted to the Federation President as other bargaining unit members, and seniority shall continue to accrue. The Federation shall reimburse the Board for salary, medical, dental, term life benefits, retirement contributions paid on their behalf, and any other expenses related to salary and fringe benefit costs. Leave will be
F. Professional Leave

1. The teacher may request the use of professional leave from the building administrator. The building administrator will make a recommendation to the Superintendent as to whether to approve or deny the day. The Superintendent may either approve or deny the request for professional leave at his/her discretion. The following guidelines will be used when determining whether to approve or deny the day:

- Does the activity apply to the individual’s IPDP?
- Does the activity apply to the building or district CIP?
- Does the activity apply to current teaching or supplemental duties?
- Are funds available to cover the costs?

2. The teacher’s actual expenses shall be reimbursed in the following manner:

a. Registration fees shall be paid by the Board, provided that the teacher completes a purchase order prior to the meeting. The purchase order must be completed and sent to the superintendent in a timely manner.

b. Actual costs of in-state hotel accommodations to a maximum reimbursement at the conference approved rate with approval from the Treasurer’s office.

c. Actual cost of meals will be reimbursed up to a maximum of $20.00 per day only in the event that an overnight stay is required. No alcoholic beverages will be reimbursed.

d. Actual in-state travel in which the teacher uses his/her own personal vehicle will be reimbursed at the IRS rate.

e. Itemized Receipts will be required for the reimbursement of the above actual expenses.

G. Assault Leave

1. A teacher may be granted assault leave in the event that said teacher is absent due to physical disability resulting from an assault by a student or his/her parent that occurs in the course of Board employment. In no event shall assault leave extend beyond five (5) consecutive working days. Assault leave will be granted upon the bargaining unit member meeting the following conditions.

a. An application for assault leave shall be on prescribed forms supplied by the administration and shall be signed by the bargaining unit member and a licensed physician of the Board choosing that attests to the teacher’s disability and expected return to work.

b. Prior to the teacher’s return to work or the expiration of the assault leave the Board may have the teacher examined by a doctor of the Board choosing to decide the teacher’s fitness to return to work.

c. The teacher agrees to cooperate in the prosecution and investigation of the person who assaults him/her by the local police authorities and prosecutor.

d. If the teacher’s disability extends beyond the five (5) consecutive workdays provided, the teacher shall use sick leave for the remaining period of disability. If the teacher fails to
use sick leave for the remainder of the period of disability, the teacher will forfeit all payment for assault leave and reimburse the Board through payroll deduction for all assault leave used.

2. If a teacher becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.

3. Assault leave granted under this policy by the Superintendent shall not be charged against sick leave earned or leave granted under other leave policies adopted by the Board of Education. With respect to granting assault leave, the decision of the Superintendent is final.

H. Local Professional Development Committee (LPDC)

1. The LPDC shall be established along the guidelines of the ORC. The Committee shall be formed with the cooperation of the GEVS administration and the GFT. The rules and procedures as they affect the bargaining unit members will become appendix D of this document.

2. Teachers serving on the LPDC shall be compensated at the Board approved hourly rate.

ARTICLE XIII
Benefits and Compensation

A. Eligibility

A teacher who works twenty (20) hours or more per week and is employed on a regular teaching contract will be eligible to receive benefits in accordance with this article.

B. Hospitalization

1. The Board shall make the current plan or plans offered by the Brown County Benefit Consortium or an alternative hospitalization plan available for the eligible teachers and their families in which to enroll. The Board shall pay 90% per month of the premiums and the teacher shall pay 10% of the monthly premium.

2. The board shall provide in lieu of health insurance a payment of $500, to be paid with the last paycheck of the contract year. Employees who choose this option shall notify the district by August 30th.

3. A husband and wife who work for the school district will be entitled to one of the following:
   1. Only one family plan where the Board will pay 95% per month of the premiums and the teacher shall pay 5% of the monthly premium.
   2. One family plan where the Board will pay 90% per month of the premiums and the teacher shall pay 10% of the monthly premium and one payment of $500.

4. Teachers will pay their monthly premium costs through payroll deduction.

5. The District will develop an insurance committee to meet quarterly and as needed to monitor and review the District’s insurance program.

6. In the event that the total cost of health insurance premiums for any of the plans offered in Article XIII(B)(1) increase by more than eight percent (8%) from one plan year to the next
plan year, the employees’ share of the cost of health insurance premiums as provided in Article XIII(B)(1) or (3) shall increase by one percent (1%) and the Board’s share of the cost of health insurance premiums shall decrease by one percent (1%).

C. **Dental Insurance**

The Board shall make a dental plan available for the teachers and their families in which to enroll. For those who enroll, the Board will pay 100% of the monthly premiums. A husband and wife who work for the school district will be entitled only to one family plan.

D. **Term Life Insurance**

The Board will provide a $40,000 term life insurance to each teacher eligible for benefits.

E. **125 Plan**

The Board will provide the 125 Program to each full time teacher.

F. **Vision Insurance**

The Board shall make a vision plan available for the teachers and their families in which to enroll. For those who enroll, the Board will pay 100% of the monthly premiums. A husband and wife who work for the school district will be entitled to only one family plan.

G. **Payroll Deductions and Optional Benefits**

1. The following deductions are required from a teacher’s paycheck:
   a. Federal, state, and local income tax (when applicable).
   b. Employee’s share of retirement contribution according to the current rate as set by law.
   c. Authorized absence not covered by paid leave.

2. The following voluntary deductions from a teacher’s paycheck are approved by the Board:
   a. Teacher’s contributions to the district’s health insurance, life insurance, and dental insurance programs. Teachers on unauthorized or unpaid leave shall pay the cost of the benefits provided in this article either through payroll deductions or by a check paid directly to the Treasurer.
   b. The full cost of other insurance/annuity programs that are authorized and approved by the Board.
   c. Association dues deduction and COPE deductions, provided that at least five teachers participate on an ongoing basis.
   d. If the Board approves a credit union, the Board will deduct contributions from the employee’s check.

H. **Salary**

1. The teachers shall be paid in accordance with the salary schedules in Appendix A. Part-time teachers shall be paid a pro-rated amount based upon their percentage of appointment.
2. Salary schedule placement for Bachelor Five-Years, Masters Plus 15, and Masters Plus 30 shall be based upon accumulated semester hours.

I. **Distribution of Compensation**

1. The first payroll date shall be established by the treasurer for each contract year. Salaries will be paid in twenty-six (26) installments.

2. Supplemental lump sums will be paid upon the full completion of the supplemental duties as verified by the administrator.

J. **Supplemental Compensation**

Supplemental compensation shall be paid in accordance with the salary schedules in Appendix B. When the Board establishes new supplemental positions under this contract, the Board will bargain salaries with the GFT/OFT. During the 2016-2017, a GFT committee will research and recommend changes to the supplemental salary schedule in a reopener for the 2017-2018 school year (supplementals only).

K. **Tuition Reimbursement**

The Board shall allocate a sum of $10,000 per year for tuition reimbursement. The Board shall reimburse at the rate established by the LPDC for successful completion of graduate course which qualifies for licensure renewal or re-certification of the teacher. Successful completion shall be considered the earning of a grade of a “C” or better and based upon official documentation from the institution attended. Administration of the tuition reimbursement program including development of policies and procedures will be the responsibility of the LPDC committee.

L. **Attendance Bonus**

Bargaining unit members who have perfect attendance during a semester of the school year shall receive an attendance bonus of $150. Bargaining unit members who miss no more than one day in a semester shall receive an attendance bonus of $50. Perfect attendance is defined as not using any personal days, sick days, FMLA leave, or unpaid leave. Professional days, workers’ compensation days, jury duty leave, GFT leave, and assault leave will not disqualify a bargaining unit member from earning the attendance bonus. The attendance bonus shall be paid to qualifying bargaining unit members on the pay date covering the pay period which includes the last day of the semester.

M. **Severance Leave**

1. Severance pay will be a one-time, lump sum payment to eligible retired teachers. A teacher’s eligibility for severance pay will be determined as of the final date of employment. All the below criteria must be met:

   a. The teacher retires from the Georgetown Exempted Village school system and retires from all other public employers who are under a state retirement system in which the teacher has retirement credit.

   b. The teacher must be eligible for disability or service retirement as the last date of employment.

   c. The teacher must within 120 days of the last day of retirement prove acceptance into the retirement system(s) by having received and cashed his/her first retirement check(s).
d. The teacher must have not less than ten (10) years of service with Georgetown Exempted Village school district.

e. Prior to receiving a severance check, the teacher must attest that all eligibility criteria have been met.

2. The amount of the benefit due an employee shall be calculated by:

a. Multiplying the teacher’s accrued but unused cumulative sick leave up to two hundred twenty (220) days by one-third.

b. Multiplying the product times the per diem rate of pay appropriate for that teacher’s placement of the salary schedule.

3. Receipt of payment for accrued but unused sick leave will eliminate all sick leave credit accrued by the employee.

O. Negotiated Stipend Rate

The Board approved hourly rate will be $25.00 per hour.

ARTICLE XIV

Contrary to Law

The collective bargaining contract shall supersede, to the extent permitted by ORC 4117.10(A), provisions of the Ohio Revised Code which are contrary to the express provisions of this contract.

If any section(s) of this contract is found to be in conflict with the federal or state law, by a court of competent jurisdiction and after all appeals have been exhausted, the parties shall bargain to place the contract in compliance with such court decision within thirty (30) days after such finding. Those remaining sections of the agreement not found in conflict with federal or state laws remain in full force.

ARTICLE XV

Complete Agreement and Duration

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Board and the Association and all prior agreements, either oral or written, are hereby canceled. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter or referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge of either or both parties all the time they negotiated or signed this Agreement.
ARTICLE XVI
Direct Deposit & Electronic Pay Stubs

Effective with the first pay period during the 2013-2014 school year, all members of the bargaining unit shall be paid pursuant to direct deposit and provided copies of all pay stubs electronically unless a member of the bargaining unit has an extenuating circumstance that justifies the need for an actual paycheck.

The agreement shall be effective upon ratification by both parties and shall remain in full force and effect until midnight August 31, 2019. This contract attested to this 15th day of June, 2016, by and between the parties will bind the Board and GFT as agreed.

President, Georgetown Exempted Village Board of Education

President, Georgetown Federation of Teachers

Superintendent, Georgetown Exempted Village School District

Treasurer, Georgetown Exempted Village School District
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### Certified Salary Schedule

#### 2018-2019 School Year

(2% increase effective 9/1/18)

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Supplemental Salary Schedule
2016-2017 school year

(3% increase from 2015-2016)

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