Graham Local Schools

"Home of the Falcons"

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NEGOTIATED AGREEMENT

between the

GRAHAM BOARD OF EDUCATION

and the

GRAHAM EDUCATION ASSOCIATION

Effective

July 1, 2016

Through

June 30, 2019

PREAMBLE

The Board of Education of the Graham Local School District, together with the Graham Education Association, recognizes that the development and operation of the educational programs of the highest quality for the benefit of the students and the community is a responsibility which requires for its effective discharge cooperation between the Board, the Superintendent, the Administration and the Teaching Staff. Since these groups have the same ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board, Administration, and Staff recognize that the best interests of public education will be served through the establishment of policies and procedures that will provide an orderly way to discuss matters of common concern, to reach agreement satisfactory to each, and to appeal through channels designated hereinafter. It is the purpose of this document to establish the relationship between the Graham Board of Education and the Graham Education Association, and to set forth orderly procedures for the consideration and resolution of matters of concern.

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ARTICLE 1 - RECOGNITION

A. The Graham Education Association, an affiliate of OEA/NEA, shall be the sole and exclusive bargaining representative of a bargaining unit which shall include all full-time or part-time certificated/licensed personnel under contract, excluding the Superintendent, full-time and part-time (four hours or more) administrators, anyone else having supervisory or evaluative duties, and tutors (those certificated/licensed individuals hired on an hourly and temporary basis) and substitutes.

B. The term of recognition will remain in effect for the term of this agreement.

C. The recognition as exclusive representative will be in accordance with O.R.C. 4117.05.

D. The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Graham Local School District and as the employer of all certified/licensed personnel of the school system.

E. The Association and Board recognize the Superintendent as the chief executive officer for the Board. The Board and their designated representative(s) must actively participate in the negotiation process.

F. Both parties recognize that certificated/licensed personnel have the right freely to organize, join, and support organizations for their professional and/or economic improvement. Such organizations may set criteria for membership; however, they will not be recognized by the Board if such organizations discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

G. The Administration shall, upon request, furnish to the Association available and pertinent reports, statistics, and general information other than confidential information, concerning the Graham Local School District. The Administration shall have the same right to receive pertinent information from the Association. Such information from the Administration or Association will be made available within twenty (20) calendar days from the time of request unless additional time is mutually agreed upon.

H. Academic Distress:

As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the district. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

ARTICLE 2 - MANAGEMENT RIGHTS

The Board, on behalf of the electors of the district, retains and reserves unto itself the ultimate responsibilities for proper management of the school district conferred upon and vested in it by the Ohio Revised Code and the Constitutions of the State of Ohio and the United States, including the responsibility for and the right to:

1. Determine matters of inherent management policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Graham Local Schools, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote and retain employees;
6. Determine the adequacy of the workforce;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the workforce and;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 3 - NEGOTIATIONS PROCEDURE

A. To provide for an orderly procedure for negotiations, a list of proposals enumerating the issues to be considered for the succeeding school year shall be exchanged during March of each year unless mutually agreed otherwise. Negotiations must be started within ten (10) calendar days of the submission of the issues, unless mutually agreed otherwise. Submission of the issues for negotiations later than the last working day in March can only be with the consent of the other party.

   1. Any documents requested will be provided at no charge to the Association up to 500 pages per year. All requests will come through the Superintendent and the documents must be allowable to be released by all State and Federal Public access law.

B. Negotiations shall be completed within thirty (30) calendar days, or by a mutually agreed time. Meetings shall be scheduled with the least interruption of school schedules by mutual agreement at the exchange of proposals. Negotiation meetings shall be in executive session unless mutually agreed by both parties.

C. Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to no more than five (5) representatives of each of the Board and the Association. Neither party in any negotiation shall have any control over the selection of negotiating representatives of the other party, and each party may select its representatives from within or outside the school district.

D. While no final agreement shall be executed without ratification by the Association and the Board, both parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The parties pledge themselves to negotiate in good faith.

E. Either party may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three (3) consultants may be used by each of the parties in any of the negotiation meetings, any consultant having the right to address the negotiating team(s) while in session. Necessary clerical assistance shall be provided by each party for its own use, at its own cost.

F. While negotiations are in progress:

1. No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

2. As items of negotiation receive tentative agreement, they shall be reduced to writing and signed by each party participating in the negotiating process.

3. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

4. Either group may call for an independent caucus lasting no longer than one (1) hour.

G. When tentative agreement on all items is reached, such agreements shall be reduced to writing and submitted to the Association and the Board for formal approval. A formal vote on the tentative agreement must be taken by each respective group's membership. Approval must be given within sixty (60) calendar days or counter-proposals must be submitted to the other group, within this sixty-day time period.

H. Upon ratification by the Association and adoption by the Board, this agreement shall then be signed by the parties and shall become part of the official minutes of the Board.

I. In the event the parties are unable to reach agreement, either party may declare an impasse. To resolve an impasse the parties shall utilize Paragraph J of this Article.

J. Dispute Resolution:

1. If the parties fail to reach agreement, the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). Any costs shall be shared equally between the Association and the Board.

2. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties, but shall not have the authority to extend the time limits of any existing agreement or bind the parties to any agreement. Mediation shall continue for up to thirty (30) calendar days after the first session, unless the parties mutually agree to extend this procedure.

3. If the parties fail to reach agreement following mediation (as outlined in paragraph 2 above), then advisory arbitration shall be requested, a letter will be prepared, signed by representatives of both parties, and submitted to the American Arbitration Association office in Cleveland within five (5) calendar days. This letter will request the American Arbitration Association's assistance and their rules will be used in the selection of an arbitrator who will abide by the guidelines as set forth in this agreement.

4. The Graham Board of Education and Graham Education Association, separately or jointly, shall within ten (10) calendar days after the arbitrator is chosen, inform the arbitrator of the present

status of the negotiations and shall refer to the arbitrator all materials, data, financial statements, and written documents pertaining to the matter being negotiated.

5. All hearings by the arbitrator shall be in closed sessions. No news release shall be made concerning the progress of the hearings.

6. Costs incurred by advisory arbitration will be shared equally between the Graham Education Association and the Graham Board of Education.

7. The arbitrator shall issue a written report to the Graham Education Association negotiations team and to the official representatives of the Board of Education within ten (10) calendar days after initial presentation of the status of negotiations. The arbitrator's report will be entirely advisory. After consideration of this report, and within ten (10) calendar days, the members of the Graham Education Association negotiations team and the official representatives of the Board of Education may resolve the controversy by using the agreement procedure under Paragraph G of this Article.

8. If no agreement has been reached at this point, the Graham Board of Education and the Graham Education Association negotiations committee shall meet within ten (10) calendar days and review the written report of the arbitrator.

9. The Board of Education and Graham Education Association shall act upon the written report of the arbitrator and the results of the meeting as indicated in Paragraph J8 of this Article within fifteen (15) calendar days of said meeting unless an extension is mutually agreed upon.

10. If the parties fail to reach agreement following advisory arbitration, the Association shall retain the right to strike if the contract and any extensions have expired and the Association has furnished a ten-day notice of intent to strike with SERB and the Board of Education.

K. When the parties reach an agreement, the Association will publish the entire negotiated agreement for distribution to the Board and to each teacher.

ARTICLE 4 - ASSOCIATION RIGHTS

A. The Association President shall be given a copy of the Board Policy Manual, and if applicable a copy of Administrative Guidelines.

1. Any documents requested will be provided at no charge to the Association up to 500 pages per year. All requests must come through the Superintendent and the documents must be allowable to be released by all State and Federal Public access law. This does not include documents for LPDC which should be provided by the individual certificated/licensed employee.

B. The Board shall give the Association as much advance notice as possible of all regular and special Board meetings and any addendums. In the event of an emergency meeting, the Board shall notify the Association as much in advance as is reasonably possible.

The Association President shall be given an advance copy of Board of Education meeting agenda and official copy of Board meeting minutes.

C. The Association, working through the Building Principal, shall have use of the public address system for announcements to members, except during the student day. Times for making such announcements shall be determined by the Building Principal.

D. The Association shall have use of individual teacher mailboxes, bulletin boards inter-school mail, and internet usage in accordance with the acceptable use policy subject to administrative approval.

E. Association representatives may meet with employees during the workday, providing the visit does not interfere with class instructional time.

F. The Association shall submit application and receive approval for use of district facilities, at no cost, to conduct Association business at reasonable times, as provided for in Board of Education Policy and Guidelines dealing with the use of school facilities.

G. The teacher(s) who is engaged during the school day in negotiation procedures on behalf of the Association with any representative of the Board or who participates in any professional grievance procedures which are scheduled by the Board or Administration shall be released from regular duties without any loss or penalties. The Board reserves the right to schedule such procedures outside of the school day.

H. Official teacher-elected delegates will be released from regular duties without loss of pay to attend Ohio Education Association meetings, conferences and workshops. All staff members will enter their absence request to attend these meetings in Kiosk three days in advance. A maximum of two (2) total days per year will be allotted to the Association. However, a third day per year is permissible if the Association reimburses the district the cost associated with obtaining a substitute for the teacher-elected delegate.

I. The Association will be provided a copy code for association printing and may use school telephones, computers, and audio-visual equipment, provided they are not being used or are not required for any school business or activity. The Association shall reimburse the Board for all long distance calls including applicable tax.

J. The provisions of this Agreement shall follow Board Policy 3122 (non-discrimination and equal employment opportunity).

K. One duly elected or designated representatives of the Graham Education Association will be released from duty without loss of pay to attend grievance proceedings or meetings.

ARTICLE 5 - COMPLAINT PROCEDURE

Board Policies/Administrative Rules and Regulations

The Board has the sole and exclusive responsibility for adopting all policies governing the operation of the School District and charges the Superintendent with developing the rules and regulations to implement its policies. Occasionally, a complaint may develop that, in the interest of effective personnel management, should be addressed. Therefore, the following shall apply:

A. Definitions

A complaint involves an alleged violation, misinterpretation, or misapplication of the personnel section, or other policy that specifically mentions teachers and/or directly relates to teachers in Board Policy and the

Administrative Rules and Regulations used to implement the same. For matters which constitute a grievance, this provision is not to supersede or take the place of the Grievance Procedure. If a dispute occurs which falls within the definition of a "grievance" as that term is used in this Agreement, it should be filed in accordance with the Grievance Procedure. A "complaint" as defined herein may only be filed under this article.

B. Step I:

The complaint shall be identified and presented in writing to the Superintendent within twenty (20) calendar days. The written complaint must contain a statement as to the nature of the complaint, stating how the policy/rule or regulation is being misapplied. It must state how the complaint may be resolved.

The Superintendent or his/her designee shall, within ten (10) working days of the receipt of the complaint, hold a meeting to hear the complaint. Within five (5) working days of this meeting, the Superintendent or his/her designee shall issue a response in writing to the teacher or teachers.

C. Step II:

If the action taken in Step I does not resolve the complaint to the satisfaction of the teacher or teachers involved, they may present the complaint in writing to the Board within ten (10) calendar days of the receipt of the answer. The written complaint to the Board shall be filed with the Treasurer of the Board with a copy to the Superintendent. The Board will respond to the teacher or teachers within the thirty (30) calendar days.

D. Miscellaneous Provisions

1. Definition of Day: The term “day” is defined as a business day, excluding District-honored holidays. Timelines may be extended through mutual agreement of the parties.

2. Failure of the Complainant/Association to strictly adhere to the timelines contained in this Article will mean abandonment of the complaint.

3. Failure of the Board to strictly adhere to the timelines contained in this Article will advance the complaint to the next level.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. Purpose

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing of their grievances. Such procedures shall be available to all employees, and no reprisals shall be taken against any employee initiating or participating in the grievance procedure.

The Board and Association also agree that this Grievance procedure is not intended to be utilized to resolve all potential disputes between the Board and its employees. As a result, only disputes that involve specific articles of this collective bargaining agreement are subject to the grievance procedure, as more fully explained below.

B. Grievance Defined

A grievance is a complaint involving the violation, interpretation, or specific application of this collective bargaining agreement. Specific articles must be referenced in the grievance.

1. Parties: A “grievant” is the person or persons making the complaint. A “party of interest” is the person or persons making the claim and any person who might be required to take action or against who action might be taken in order to resolve the claim. The individual employee shall have the right to file a grievance.

2. Class Action Grievance: A class action grievance may be filed by the Association if a class or group of employees is affected by the grievance, and the matter is one that cannot be resolved by the employee’s principal. The Association may submit such grievance in writing to the Superintendent, identifying the employees for whom the grievance is brought, and the processing of such grievance shall be commenced in Step Two. Not all involved employees need be named to initiate a class action grievance.

C. Informal

Within twenty (20) days after the event which precipitated the condition that the employee considers grieveable or twenty (20) days from when the employee should have knowledge of the event, the employee shall notify his/her supervisor of the matter. The supervisor shall discuss the matter with his or her employee within seven (7) business days of being notified. The employee may do this alone or with an Association representative present.

D. Step One – Formal

1. Initiation of grievance: If the discussion does not resolve the complaint to the satisfaction of the employee, such employee shall file a written grievance with such employee’s principal.

2. Time Limits for Filing Grievance: Such written grievance must be filed within twenty (20) days after the employee should have had knowledge of the event which precipitated the complaint.

3. Completion of grievance Form: The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the negotiated agreement allegedly violated, misinterpreted, or misapplied, and relief sought by the Grievant (See Appendix)

4. Distribution of grievance Form: A copy of such grievance shall be filed with the Superintendent, the President of the Association and the building principal.

5. Right of Employee for Hearing: The employee shall have a right to request a hearing before the principal. Such hearing shall be conducted within five (5) days after the receipt of such request.

6. Principal’s Response to Grievance: The principal shall take action on the written grievance within five (5) days after said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employees, the Superintendent, and the President of the association by the principal.

E. Step Two

1. Appeal of Principal's Decision: If the action taken in Step One by the principal does not resolve the grievance to the satisfaction of the employee or no decision has been rendered by the principal within five (5) days after the due date of the written response to the grievance of the hearing, such employee may appeal in writing within five (5) days to the Superintendent with a copy of said appeal filed with the principal.

2. Hearing before Superintendent/Designee: Upon request, a hearing shall be conducted by the Superintendent or his/her designee within five (5) days after the receipt of the request.

3. Decision of Superintendent: The Superintendent or his/her designee shall take action of the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested, within five (5) days after the hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the employee, the principal, and the President of the Association by the Superintendent. (See appendix)

F. Step Three

1. Appeal of Superintendent's Decision to Arbitration: If the action taken in Step Two by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the teacher or no decision has been rendered by the Superintendent or his/her designee within ten (10) days, the Association may within ten (10) days after the date of the Superintendent's decision or no more than fifteen (15) days after the hearing; notify the

2. Superintendent in writing of intent to submit to arbitration. (See Appendix)

   a. Appeal of Contractual Grievance: If the grievance has arisen under a violation, misinterpretation, or misapplication of the negotiated agreement between the parties, the arbitrator's decision shall be binding.

   b. Appeal of Board Policy: If the grievance has arisen under a violation, interpretation, or application of established Board policies affecting teacher personnel, the arbitrator's decision shall be advisory only.

3. Grievances Controlled by American Arbitration Association Rules and Regulations: Grievances submitted to arbitration shall be filed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and the selection of the arbitrator shall be pursuant to such rules.

4. Scope of Arbitrator's Authority: the arbitrator's authority shall be limited in scope to the negotiated contract between the parties and as contained in F.1.a. and F.1.b. above. The arbitrator is specifically prohibited from making any decision, which is inconsistent with the terms of the agreement or contrary to law.

5. Cost of Arbitrator's Services: The party in grievance whose position is not sustained by the arbitrator shall pay the fees and expenses of the arbitrator. Should the decision be one which does not wholly support either the Board or the Association, the arbitrator shall determine the party who shall pay the cost of the arbitrator.

G. Miscellaneous Provisions

1. Definition of Day: The term “day” is defined as a business day, excluding District-honored holidays. Timelines may be extended through mutual agreement of the parties.

2. Right to Pursue Contractual matters Through Other Agencies: Nothing in this procedure shall be construed to deny the Association or its representatives the right to redress before an appropriate administrative agency or through the courts. Nothing contained herein shall deprive any teacher of any legal right which he/she presently has, provided that if a teacher elects to pursue any legal or statutory remedy other than provided in ORC 4117, such election shall bar any further or subsequent proceedings for relief under the grievance procedure.

3. Right to Representation: The aggrieved teacher, the Board and/or the representative of either shall not be denied the right to advice, counsel, and/or representation in any of the levels listed above.

4. Right to Withdraw Grievance: A grievance may be withdrawn at any level without prejudice or record.

5. Denial of Filing Grievance after Resignation: No teacher shall file a grievance after the effective date of his/her resignation.

6. Processing of Grievance after Work Hours: Processing of grievance shall be during non-school hours except as otherwise approved by the Superintendent, Board, and the Association.

7. Availability of Grievance Forms: Forms for processing grievances shall be made available through Association officers and building representatives.

8. Confidentiality of Grievance Process: While a grievance is in process of resolution, records of the grievance proceedings shall be confidential information.

9. Right of Association to Proceed to Arbitration: In event that the Association does not wish to recommend support to the aggrieved, assistance may be provided to all individuals in the area of proper procedure. No grievance shall go to Step Three except with the consent of the Graham Education Association.

10. Failure of the Grievant/Association to strictly adhere to the timelines contained in this Article will mean abandonment of the Grievance.

11. Failure of the Board to strictly adhere to the timelines contained in this Article will advance the grievance to the next level.

ARTICLE 7 - NOTIFICATION OF ASSIGNMENT, VACANCIES AND TRANSFERS

The Board of Education believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the District. Teachers shall be assigned to buildings, classrooms, grade levels and subject areas by the Superintendent according to the needs of the schools and the areas for which the individual teacher is certificated/licensed. Dates within this Article apply to all subsections.

A. Notification of Assignment:

1. The administration will notify teachers of their tentative assignment for the succeeding school year (building, subject, and/or grade level) by May 31 annually.

2. Teachers whose assignments are changed after May 31 shall be notified no later than July 10, except in extreme emergency situations such as a staff member leaving his/her position.

3. Teaching staff members may not transfer duties from one position to another, nor may one teaching staff member perform the duties of another teaching staff member except that such transfers which are temporary and for good cause as may be approved by the building principal.

B. Vacancies:

1. A position is considered vacant when a new position is created or when an employee dies, resigns, is terminated, promoted, or transferred. The Superintendent shall determine whether and when a vacancy shall be posted.

2. When a vacancy in the district occurs or develops the following steps shall be followed sequentially:

   a. The vacancy will be posted in all Graham schools for a minimum of seven (7) calendar days. During this time, interested bargaining unit members may submit a letter of interest and request an interview with the administrator listed on the posting. A candidate may be interviewed by telephone if out of town or unavailable.

   b. All interviews must be held by day ten (10) of the date of posting. All teachers will be given full consideration and informed as to their status in writing, including an explanation of the reason(s) the candidate is deemed not qualified, by the tenth (10th) day.

   c. After all internal interviews have been held and notices provided, the District may seek non-bargaining unit and external applicants, if necessary.

3. Vacancies occurring for the following school year shall be filled based upon the processes outlined within this Article. After July 15, the Superintendent may declare the vacancy an emergency and may fill it without regard to processes of posting and/or application of provision of voluntary transfer or re-assignment. Vacancies after November 1 will not be considered emergency vacancies.

C. Voluntary Transfer and Re-Assignment:

1. Prior to March 1, each certificated/licensed employee will receive and complete an employment questionnaire requesting information concerning their objectives for the coming school year such as: continuation in present capacity, transfer to a new position, resignation from the school system, retirement, or indefinite plans, and a request for a conference if appropriate.

2. Any staff member who desires a change in grade and/or subject assignment or who desires a transfer to another building for the following school year shall discuss his/her interest with the building principal.

3. Requests for voluntary transfer or re-assignment within the building may be recommended by the building principal subject to review by the Superintendent.

4. When requests for voluntary transfers or reassignment are reviewed, the wishes of the teaching staff member who voluntarily requests re-assignment or transfer shall be honored to the extent that the transfer does not conflict with the instructional requirements and welfare of the School District, with primary consideration being given to the suitability of the teacher for the particular grade and/or subject in question. The Superintendent may, in considering any transfer, base a decision on: (1) changing student population within the schools of the district; (2) the teaching staff member's desire for professional growth; (3) the teaching staff member's length of service in the District and in the position presently held; and (4) the individual's qualifications for the position. Taking all these factors into consideration, and if all these factors are equal between two or more candidates, then the following priorities will be applied:

   a. First priority - properly certificated/licensed teacher with greatest seniority in the district, presently located in the building where the opening exists;

   b. Second priority - properly certificated/licensed teacher with greatest seniority in the district, in another building within the District presently teaching the same grade or subject as that of the opening;

   c. Third priority - properly certificated/licensed teacher with greatest seniority, in the district, in another building teaching another grade or subject that is close to or approximates requirements for the position.

   Prior to effecting a voluntary transfer and re-assignment:

5. The “receiving” principal shall be consulted regarding the contemplated move.

6. The teacher shall have an interview with the “receiving” principal.

7. In case of a non-tenured teacher, a joint conference of “receiving” and “sending” principals and the transferred teacher shall be held in the interest of assuring continuity of the evaluation process.

8. The teacher shall be notified in writing of the completion of the transfer.

D. Involuntary/Administrative Transfer

Prior to effecting an involuntary transfer or re-assignment:

1. The "receiving" principal shall be consulted regarding the contemplated move.

2. The teacher shall have an interview with the "receiving" principal.

3. In the case of a non-tenured teacher, a joint conference of "receiving" and "sending" principals and the transferred teacher shall be held in the interest of assuring continuity of the evaluation process.

4. When the transfer of an employee is deemed necessary, the employee shall be given an interview with the Superintendent to discuss the proposed transfer. Where possible, the employee shall be notified two (2) weeks prior to the effective date of the transfer, in writing, of their transfer with the reasons for the transfer.

ARTICLE 8 - CONTRACT YEAR

Teachers shall be contracted for 184 days, 180 of which shall be instructional days, and four of which shall be for purposes of county in-service, local professional teachers' meetings, C.O.E.A. Day, and end-of-year records/report day. One-half work day will be provided to teachers at the conclusion of the first semester to be used for records/classroom reports.

C.O.E.A. Day Accountability:

Staff members will verify attendance at a professional activity which shall include one of the following:

A. Attendance in the teacher's assigned building, to be verified by sign-in sheet;

B. Visit to another school, to be verified on letterhead of school visited;

C. Attendance at a conference or clinic, to be verified by registration form or professional leave form;

D. Attendance at C.O.E.A. Day meeting, to be verified by stamped card or verification form;

E. Attendance at other activity approved by Principal and Superintendent, with appropriate means of verification.

ARTICLE 9 - CONTRACT AND INSTRUCTIONAL DAY

A. The teacher's contract day shall not exceed 445 minutes, including 405 minutes for the instructional day, the remaining 40 minutes divided between time before and after school.

B. All teachers except those who work one-half (1/2) time or less, shall be entitled to a thirty (30) minute, duty free, lunch period. These are minimum requirements and longer periods may be scheduled. Teachers may leave the school for their lunch period after notifying the Principal.

C. Each teacher shall have the equivalent of one duty free preparation period for each day within the student day. One continuous block of time is expected for preparation; however, when small blocks are necessary due to scheduling, each block of time considered preparation period time shall be a minimum of fifteen (15) minutes in length.

D. Members of the bargaining unit whose assignments routinely require travel time shall be reimbursed at the current rate established by the IRS. Mileage should include on the travel distance required above what the employee would drive in the normal course of getting to and from the work place. Non-routine travel to central points in the district for general teachers’ meetings and similar events is not reimbursable.

E. Professional responsibilities, including but not limited to teachers' meetings, conferences, or open houses, are not affected by this article.

F. When a professional staff member is asked by the principal and agrees to substitute for an absent teacher, that teacher shall receive compensation in the following manner:

1. A staff member asked to cover a divided homeroom (one half of an absent teacher's class) that is not their own, professional staff member may submit a timesheet for $40.00 per day (or prorated portion thereof).

2. A professional staff member asked to cover a block period for another professional staff member, may submit a timesheet for the rate of $24.00 per block period.

3. A staff member asked to cover a classroom during their planning period may submit a timesheet for $18.00 per hour (or prorated portion thereof).

4. A member asked to leave his/her assignment to cover another teacher's schedule for an entire school day, may submit a timesheet for $40.00 per day (or prorated portion thereof).

ARTICLE 10 - CLASS SIZE

The Board of Education and the Association agree that class size is one of a number of factors affecting the quality of educational services. The Board and the Association therefore agree that:

A. Assignment of pupils and staff members to buildings and classrooms is the responsibility of the Superintendent or his/her designee. In making such decisions, the Superintendent or his/her designee shall give consideration to the overall needs of the district, including educational and curricular considerations, facility limitations, financial considerations, and transportation requirements.

B. The administration will work to provide equitable work assignments. Student enrollment in regular education classrooms/classes (including both regular and special education students) in: Grades K-5 shall not exceed an average per grade level of 25 students during September; Grades 6-8 shall not exceed an average per grade level of 30 students during September; Grades 9-12 shall be set in accordance with minimum standards. It is recognized that as the school year progresses and some in-migration takes place, class sizes might exceed these limits. Additionally, at the secondary level the ability and desire to make available certain offerings will bring about disparity in individual class sizes; however, so long as these variations balance-out within allowable average class-sizes such situations will not be considered as violating the spirit of this article.

C. Class size limitations for music and laboratory classes at the secondary level shall be based on instructor/administrative cooperative determination, including the number of work stations available within laboratory classrooms; however, the administration shall have the final determination of class size.

ARTICLE 11 - ACADEMIC FREEDOM

A. The Board of Education and the Association recognize that a teacher has the right and responsibility to study, investigate, present and interpret, and to generally discuss all relevant facts and ideas in the field of the teachers' professional competence, provided such use within the instructional program:

1. Is related to the instructional goals of the course of study and level of maturity of the students;

2. Does not tend to indoctrinate or persuade students to accept a particular point of view; and

3. Encourages open-mindedness and is conducted in a spirit of scholarly inquiry.

B. As a professional, the teacher will strive to maintain a spirit of free inquiry, open-mindedness, and impartiality in his/her classroom.

ARTICLE 12 - MIDTERM CONVERSION OF A LIMITED TO A CONTINUING CONTRACT

A. A teacher who is currently serving under a multi-year contract with the Graham Board of Education may apply in writing once during the term of said multi-year contract, to the Superintendent requesting the conversion of their limited contract to a continuing contract, as provided for in O.R.C. 3319.11, provided: (1) the employee has met criteria as set forth within applicable sections of Board of Education Policies and State Law, and (2) the necessary evaluations have been completed for the application year.

Notification must be given to the Superintendent prior to September 1 of the school year wishes to be evaluated for a continuing contract.

B. A continuing contract may be awarded by the Board of Education to a teacher satisfying the above requirements, by the Local Superintendent. If granted, the continuing contract would become effective with the next school year.

C. If the Board of Education chooses not to award a continuing contract to a teacher who makes application under this provision, then the teacher may: (1) be non-renewed or (2) granted a one (1) year extended limited contract with reasons directed at the teacher's professional improvement under the procedures described in the Ohio Revised Code. Any teacher who files under provisions of this Article waives his/her right to employment under the remaining years of the limited contract.

D. The teacher applying for a continuing contract may withdraw his/her application or request at any time prior to Board’s action.

ARTICLE 13 - PERSONNEL FILES

A. It is necessary for the orderly operation of the School district to prepare and maintain a personal information system for the retention of appropriate papers bearing upon an employee's duties and responsibilities to the District and the District's responsibilities to the employee.

B. The Board of Education requires that sufficient records exist to insure an employee's qualifications for the job held, compliance with Federal, State, and local benefit programs, conformance with District rules, and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Ohio.

C. The Board delegates the maintenance of an employee's personal information system to the Superintendent.

D. A single central file shall be maintained in the central office, and subsidiary records shall be maintained for ease in data gathering only.

E. Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the Board may be entered in the official record file. The employee shall be informed whether requested information is legally required or she/he may decline to supply the information. No anonymous material shall be placed in an employee's personnel file. Each item placed in the file shall list the date it was placed in the file.

F. The employee shall have access to his/her file upon reasonable request after submitting a request in writing and receive copies of the contents of his/her file at his/her cost.

G. Personnel wishing to review their own records shall:

1. Review the record in the presence of the administrator designed to maintain said records or designee.

2. Make no alterations or additions to the record nor remove any material there from.

3. Sign a log attached to the file indicating date and person reviewing.

4. A bargaining unit member shall be notified as soon as possible when there is a request to review his/her personnel file by a member of the public. The records custodian will attempt to contact the bargaining unit member by telephone or cellular phone and will send an email to the bargaining unit member before the records are released. The bargaining unit member will be provided a list of the items copied.

H. Personnel wishing to appeal material in their record regarding accuracy, completeness, relevance, or timeliness shall make a request in writing to the administrator delegated to maintain the records and specify therein:

1. Name and date

2. Material to be appealed

3. Reason for appeal

I. The responsible administrator shall hear the appeal and make a determination of whether the material may be deleted, amended, or revised within ninety (90) calendar days of the appeal. If the appeal is denied, the employee may decide to appeal the administrative decision in accordance with law.

J. An attempt will be made in advance to notify the certificated/licensed employee of a request to view his/her file and the employee may be present if during an unassigned work time.

K. The Superintendent shall prepare administrative guidelines for proper use and retention of personnel records.

ARTICLE 14 - REDUCTION IN FORCE

When by reason of decreased enrollment of pupils in a program, building, grade level(s) or district-wide, return to work of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the district, or due to the actual or anticipated loss, reduction or inadequacy of funds for operation, and/or for the other reasons as authorized by law, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction pursuant to Section 3319.17 of the Ohio Revised Code. Nothing herein shall restrict the authority of the Board of Education to non-renew the limited contract of a teacher in accordance with the law. If the Board determines it necessary to reduce the number of teachers, attrition shall be used first to make any needed reductions before initiating any action under this article implementing a Reduction in Force. Additionally, the Superintendent will retain his/her legal prerogative of making transfers prior to implementation of a Reduction in Force program.

A. Notification and implementation of a RIF program shall follow these guidelines:

1. Prior to April 30, a meeting will be held inviting all certificated/licensed staff members to review appropriate data indicating the need for a RIF (unless such meeting is waived by mutual agreement of the Superintendent and the Association President). No later than April 30, the Superintendent shall notify those individuals anticipated to be specifically effected by the RIF of his/her intent to recommend such reductions to the Board of Education.

2. Implementation of a RIF program shall be in effect as of August 1 for all staff members whose contracts begin in August or after that date, or July 1 for those whose contracts begin prior to August 1.

B. All teachers will be placed on a Master Seniority List for each teaching field for which they are properly certified. Teaching fields for purposes of this article having been defined as "those subjects or fields named on a teacher's certificate/license." 1962 AG NO. 2935. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also, in descending order of seniority. Seniority for the Master Seniority List shall be defined as the length of continuous service in the district from the most recent date of employment in the district.

Reductions shall be made by suspending contracts based upon the Superintendent's recommendation who shall, within each teaching field affected, give preference to teachers on continuing contracts. Those contracts to be suspended will be as follows:

1. Reduction in Force (RIF) list(s) shall be prepared for all teachers under contract for the teaching field(s) or area(s) identified by the Superintendent for a Reduction in Force. During the first year of this agreement, all teachers will be considered comparable. During the second year of this agreement and thereafter, the RIF list will be prepared with each teacher's performance rating included on the list. Teachers will be placed on the list as follows.

    a. Teachers on continuing contract with a performance rating of accomplished will be considered comparable and will be placed at the top of the list in seniority order.

    b. Teachers on continuing contract with a performance rating of skilled or developing will be considered comparable and will be placed next on the list in seniority order.

    c. Teachers on continuing contract with a performance rating of ineffective will be considered comparable and will be placed next on the list in seniority order.

    d. Teachers on a limited contract with a performance rating of accomplished will be considered comparable and will be placed next on the list in seniority order.

    e. Teachers on limited contract with a performance rating of skilled or developing will be considered comparable and will be placed next on the list in seniority order.

    f. Teachers on limited contract with a performance rating of ineffective will be considered comparable and will be placed next on the list in seniority order.

2. Seniority in such RIF lists shall be based upon the number of years of continuous service to the Graham district.

    a. Board approved leaves of absence will not interrupt seniority; however, time spent on leave shall not count toward seniority.

b. Time spent on the recall list shall count toward seniority for purposes of any future seniority list for RIF purposes, likewise, for those on such recall lists while under a limited contract, such time shall be counted as time served under that limited contract. However, such seniority shall not be counted for any future salary placement purpose.

c. For purposes of constructing both the Master Seniority List and any RIF Lists by teaching field, employees who are fully contracted by the Board and have served in positions of half-time or more shall have their seniority counted as full for each continuous year of service. Staff fully contracted but teaching less than half-time shall have their seniority counted as one year for each two continuous years of service.

d. If two or more teachers have the same length of continuous service within the Graham district, within a teaching field or overall, seniority will be determined by:

i. The greater number of years of total teaching experience in Ohio's accredited and/or chartered schools, and then by

ii. The date of the board meeting at which the teacher was most recently hired into the district, and then by

iii. The date of the board meeting at which the teacher was originally hired into the district (first listed, most senior), and then by

iv. Total college semester hours (or equivalent quarter hours) accumulated to date, and then

v. Any remaining ties will be broken by lot.

3. Recommended reductions in a teaching field will be made by selecting the junior employee(s) on the seniority list for that teaching field, who is currently assigned to a position in that teaching field. A teacher on continuing contract so affected, who holds certification/licensure in another field, may elect to displace:

a. A limited contract teacher in that other field; or

b. A continuing contract teacher who holds a lower position of seniority in that other field, so long as the performance rating of the teacher being bumped is comparable, as defined in this article.

A teacher on a limited contract so affected, who holds certification/licensure in another field, may elect to displace a teacher on a limited contract who holds a lower position of seniority in that other field, so long as the performance rating of the teacher being bumped is comparable, as defined in this Article; seniority determined by the position in that field on the Master Seniority List. Any such election must be made within ten (10) calendar days of the time the teacher is notified he/she will be affected.

C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the effective date of the reduction. Teachers on the recall list will have the following rights:

1. The right to review his/her seniority and certification/license records and challenge any relevant inaccuracy.

2. Employees whose continuing contracts are suspended shall have the right of restoration, in reverse order of reduction, to continuing service status, when teaching positions for which they are certified/licensed become available. Next, employees on limited contracts whose contracts have been suspended will be recalled in reverse order of reduction, for vacancies in areas in which they are certified/licensed. No new teachers will be employed by the Board while there are teachers on the recall list who are certified/licensed for a teaching vacancy or newly created teaching position.

3. Laid off employees shall be recalled to a vacant teaching position in reverse order of their layoff in keeping with contract status and certification/licensure. All employees are required to respond in writing within ten (10) calendar days of the notice. Any eligible employee who declines to accept recall to a position will forfeit all recall rights.

4. An employee on the recall list will, upon resuming active employment status, return to status with the same accumulated sick leave and same salary schedule placement as she/he had at the time of layoff.

5. The right to be placed on the district's substitute list.

6. Exercise rights provided for by law (currently 18 months) to implement COBRA provisions for continuation of applicable group insurance plans without interruption of benefits.

D. The Master Seniority List shall be updated annually and a copy provided to the Association President no later than November 30 of each year, said list to be updated if it is determined a RIF shall be implemented.

E. Teachers who have been placed on the RIF list have the obligation of notifying the Superintendent in writing if suitable employment is found elsewhere.

F. Any teacher on the RIF list who voluntarily resigns from the school district forfeits all reinstatement rights.

G. Any teachers on the RIF list are obligated to keep the Superintendent informed of current address and phone numbers.

H. Teachers on a recall list may retire during that time and be eligible for applicable severance pay benefits upon completion of appropriate forms and compliance with procedures as outlined in the article of this Agreement dealing with severance pay.

I. Teachers on a recall list may take further training and become certificated/licensed in additional subject areas. However, becoming additionally certificated/licensed will not qualify them to displace an active staff member, but will entitle them to be added to the appropriate recall list below other individual(s) already on the list. It shall be the responsibility of the individual on the recall list to notify the Superintendent and file the appropriate certificate/license with him/her so the listing may be updated.

J. A teacher on the RIF list who is recalled to a position with a lesser percentage of full-time employment(FTE) than his/her previous position shall have the following two options:

1. Decline the position with a lesser FTE. Doing so will not affect the teacher's status on the recall list, and said teachers shall maintain the rights to be recalled to another position for which s/he is or can become qualified should one become vacant or be created; or

2. Accept the position with lesser FTE until such time as a position for which s/he is or can become qualified becomes vacant or is created with an equivalent full-time status.

ARTICLE 15 - NON-RENEWAL OF CONTRACT

If the Board votes, upon recommendation of the Superintendent, not to renew a teacher's contract, said teacher must be given written notice to that effect on or before June 1 of the year in which his/her contract expires. Such non-renewal shall be accomplished in compliance with applicable sections of ORC 3319.11 and 3319.111.

A Teacher Observation and Evaluation procedure will be implemented in accordance with the Graham Local Schools Evaluation Handbook as developed by the Graham Local Schools OTES committee. See Graham Local Board Policy 3220, Standards-Based Teacher Evaluation.

ARTICLE 16 - SUSPENSION/DISCHARGE

A. The Board of Education may terminate a teacher's contract for good and just cause.

B. Before terminating a teacher's contract, the Board will furnish the teacher a written notice, signed by the Treasurer of the Board's intention to terminate the contract, and will specify the reasons for such considerations.

C. The Board may suspend a teacher without pay pending final action to terminate his/her contract, if in its judgment, the character of the charges warrants such action.

   1. Appeal procedures are outlined in Section 3319.16 of the Ohio Revised Code.

ARTICLE 17 - ADMINISTRATION/ASSOCIATION ADVISORY TEAM

The Graham Board of Education and the Graham Education Association, recognizing the value of faculty input in matters regarding school operations, agree to maintain an Administration/Association Advisory Team.

A. Purpose:

   The purpose of the council shall be to build and maintain a climate of mutual understanding and respect, and attempt to reach solutions to common problems and concerns by providing an open line of communication between the school administration and the certificated/licensed staff on issues of mutual concern.

B. Authority/Responsibility:

   1. Suggestions and recommendations offered within the context of the council shall be considered advisory in nature, with that input being taken into consideration by the administration in developing and/or altering administrative procedures, or recommending revision of Board of Education policies.

2. Items to be discussed by the council shall be discussed at the building level with the appropriate administrator prior to submission to the council for discussion. If the matter is not resolved at the building level in the discussion with the appropriate administrator, an Association representative shall notify the Superintendent so that he/she may have an opportunity to meet with the appropriate building administrator and the appropriate teachers and/or their building representatives about the matter prior to submission to the council for discussion.

3. Items to be discussed by the council shall be presented in writing to the Superintendent one (1) week prior to each scheduled meeting by members of the council, so that an agenda might be prepared and circulated to council members prior to any meeting. Items that are timely and of immediate concern, but are not on the agenda, may be discussed if the council agrees at the meeting.

4. The Superintendent and the Association President shall alternate chairing this council and provide minutes of the council's meetings to council members and to members of the Board of Education. It shall be the responsibility of council members to communicate to other persons from their respective buildings regarding council discussions and recommendations.

C. Membership:

The President of the Graham Education Association shall appoint one (1) full-time faculty member from each of the district's buildings and the President to serve on the council, along with the Superintendent and each of the district's building principals. Dependent upon the issues to be considered at any meeting, other district personnel may be asked to participate in order to facilitate discussion of various topics.

D. Meetings:

The council will meet at the Board of Education offices at the request of either party, provided the requesting party gives the other at least five (5) school days' notice. The GEA President and Superintendent shall mutually determine, based on the issue to be discussed, which council members are necessary to effectively conduct the meeting.

ARTICLE 18 - SCHOOL CALENDAR

A. A school calendar committee shall be formed to assist in the development of the school calendar for the succeeding school year. This committee shall be composed of the Superintendent, the President of the Graham Education Association, and the President of O.A.P.S.E. Local #260.

B. This committee will develop and present three (3) possible calendars as options to be voted upon during the month of January by the members of the Graham Education Association and the members of O.A.P.S.E. Local #260. The calendar receiving the majority vote will be recommended to the Board of Education.

C. The Board of Education has the inherent authority to modify the school calendar whenever it deems it necessary for the best interests of the students and community. In the event that such an amendment(s) to a previously adopted calendar should be necessary, the Superintendent will discuss the changes with the President of the Association before the Board exercises its authority to make such an amendment(s).

D. It is further understood that in an effort to provide for more efficient operation of the district for the benefit of the school system that a "common" calendar may be developed for all schools within Champaign County, and adoption of that calendar shall supersede all provisions of this Article, except paragraphs E & F.

E. In the case of calamity day, days one (1) through day three (3) will be made up using blizzard bags. Days four (4) through eight (8) will not be made up.

F. Any make-up days required shall be made up using the following options listed in hierarchical order:

1. The first day of Winter Break provided that the need for make-up days arises prior to Winter Break, and that day is not in close proximity to Christmas day
2. Spring~~,~~ Break. However, if Spring Break is scheduled to a full week or more, then the first two days of Spring Break can be used for make-up days, with the exception of Good Friday
3. Adding days to the end of the regular school year

G. The last student day of the year will include a two-hour early dismissal for students.

ARTICLE 19 - SELECTION OF DISTRICT ADMINISTRATORS

In the event of an administrative vacancy (building principal, superintendent), an advisory committee representative of the building/district will be formed. This committee shall assist the administration and Board of Education in the selection process by providing input regarding prospective candidates for the vacant position. This committee shall include members of the Graham Education Association as well as other individuals as determined by the administration and Board of Education.

In case of an administrative vacancy in a building, i.e. principal, the Superintendent will select members of the committee. If the superintendency is vacant, the Board of Education will select members of the committee.

ARTICLE 20 - PROFESSIONAL LEAVE

A. Certificated/licensed employees of Graham Schools may be granted professional leave with reimbursement for approved expenses upon approval of the Superintendent. Professional leave may be requested in the following manner:

1. As a part of an individual building professional leave plan which is: a. Tied to building goals, and b. Established in consultation with the teaching staff;
2. Upon individual teacher request;
3. Upon the recommendation of the building administrator or Superintendent.
4. Staff members not meeting state/federal training requirement for HQT must complete this training prior to being approved for any other professional leave.

B. The extent of professional leave available shall be governed by an annual professional leave budget assigned to each building upon the recommendation of the Superintendent.

C. Requests for leave shall be submitted on proper forms under professional development leave request in Kiosk at least two (2) weeks prior to the date of leave. If disapproved, reason for disapproval will be given to the employee.

D. The request for leave shall include an estimate of expenses and brief outline of the objectives of this particular professional participation. If approved expenses are less than the estimated expenses requested, or if the total of all estimated expenses requested exceeds the maximum as specified in Paragraph F., the employee shall be so notified on a copy of the application returned to her/him.

E. Visitations of teachers to other schools or programs shall be a part of the professional leave program.

F. Payment for amount of expenses incurred, which were approved at the time of the application, will be made upon submission to the Treasurer's office on a professional leave expense report and itemized receipts.

The employee will be responsible for submitting an itinerary or agenda at the time of registration.

Transportation expenses shall be reimbursed at the current rate established by the IRS.

G. Exceptions to the above regulations for programs funded by Federal, State, Local, or private grants or program funds shall be made at the discretion of the Superintendent.

H. A short written statement indicating the extent to which stated objectives of the professional participation were met shall be included in the space provided on the professional leave expense report. This statement along with expense report and receipts must be filed with the Treasurer within thirty (30) calendar days of the date the professional meeting was attended.

I. The employer agrees to make every effort to insure that resources shall be provided at no cost to effected individuals (i.e. Spec. Ed. teachers who teach multiple subjects in core content areas) to meet the HQT requirements. The employer agrees to work with effected individuals and designated GEA representatives to develop a schedule in order to provide the necessary training and associated activities for these individuals to be deemed as HQT in each contact area in which they are assigned to teach. Effected individuals will choose training that is available at no cost if possible before applying for training that requires a fee.

J. The Board of Education will allocate $10,000 for district approved time to meet Ohio Department of Education requirements such as but not limited to Student Learning Objectives developments. These funds are totally used with the approval of the administration and are not carried over if the funds are not expended in a fiscal year.

ARTICLE 21 - SICK LEAVE

A. Each certificated/licensed employee of the Graham Board of Education shall be entitled to a sick leave credit at the rate of one and one-fourth (1-1/4) days per month with pay for each completed month of service in accordance with O.R.C 3319.141. The maximum accumulated sick leave for any employee shall be fifteen (15) days per contract year. The maximum accumulated sick leave for any certificated employee shall be two hundred and forty (240) days.

B. Each new employee with zero (0) years of experience shall be entitled to an advance of five (5) days of sick leave at the beginning of a school year regardless of whether that amount has accumulated.

However, these five (5) days shall constitute a part of the total days for which employees are eligible during the contract year.

C. Any employee who transfers from one public agency within the State of Ohio to another shall be credited with the amount of sick leave that has accumulated to his/her credit up to the limit as specified in paragraph A of this Article and in accordance with O.R.C 3319.141. When an employee's services with the Board of Education are terminated for reasons other than retirement, she/he will not be reimbursed for unused sick leave. However, if she/he returns to employment at Graham, she/he will be given credit for sick leave accrued at time of termination, provided it was not transferred to another public agency.

D. An employee who has been granted a leave of absence without pay shall retain his/her accumulated sick leave when she/he returns to the employ of the Board.

E. An employee may draw against his/her accumulated sick leave for absences resulting from personal illness, exposure to contagious diseases which could be communicated to other individuals, pregnancy, injury, and absence due to illness or injury within the employee's immediate family. Immediate family is defined as employee's mother, father, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, husband, wife, child, grandchild, (including: step or foster) and other blood relative living as a permanent resident of the employee's household. Additionally, sick leave may be used for any person living in the same household as a member, and who clearly stands in the same relationship with the employee as any of those persons specified above, at the discretion of the Superintendent.

F. No salary payment for days of absence under these provisions shall be made to any employee except upon presentation to the Superintendent of Schools of a signed statement on forms prescribed by the Board of Education, to justify the use of sick leave, covering the period and cause of the absence. Falsification of a statement is grounds for suspension and/or termination of employment.

In the case of any absence because of injury or illness on the part of the employee which exceeds five (5) consecutive days a signed statement if attended by a physician or surgeon must be submitted, covering the entire period of absence, and shall certify the employee's ability to return to work.

Absences in excess of five (5) consecutive days due to illness or death in the family must be approved by the Superintendent upon submitting a doctor's statement (if a doctor was consulted) indicating only the date of care and the time such care shall end for the family member.

G. In case of death of a member of the immediate family (as defined in paragraph E of this article), or in the event of death of any relative who is a permanent resident of the employee's home, an employee shall be allowed to use accumulated sick leave.

H. To attend the funeral of any relative not mentioned in paragraph G one (1) day of sick leave may be used. The Superintendent of Schools may grant an additional day(s) of absence.

I. An Employee who has adopted a child less than four (4) years of age may use twenty (20) days of sick leave to help the child transition and become acclimated to his or her new home. The use of leave in this instance is considered cumulative per school year; multiple adoptions do not allow for the use of more than twenty (20) total days of sick leave (for adoption purposes) within one (1) school year. The employee must request to use the twenty (20) days of sick leave within one (1) calendar week of the child being placed in the home.

J. An employee who has accumulated two hundred and forty (240) sick days by September of the year they plan to retire will be allotted up to 25 days of sick leave for that year. (This includes their regular 15 days

calculated at 1.25 days per month.) This request for the additional 10 days shall be granted by the Superintendent.

(absence form in Kiosk)

ARTICLE 22 - LEAVE FOR PREGNANCY AND MATERNITY/PATERNITY

A. Sick Leave For Pregnancy And Related Childbirth Conditions:

Sick leave may be used for pregnancy and recovery from childbirth conditions under provisions of O.R.C. 3319.141, provided:

1. The employee submits a written application for such leave to the Superintendent of Schools, specifying the time limits (beginning and anticipated ending dates) as verified by an accompanying physician's statement of confirmation that the leave is necessary for the health of the employee and/or the child. The physician's statement of necessary length of leave will be the sole determinant.

2. The written notification from the employee along with the physician's statement shall be submitted at least thirty (30) calendar days before the anticipated effective date in order that appropriate administrative procedures can be followed to find a replacement.

3. The maximum number of sick leave days which can be applicable to leave for this purpose shall be: (1) the length of time certified by a physician that the employee is to be on leave, and (2) within the amount of accumulated sick leave which the employee has to her credit prior to the request.

4. If at any time during the pregnancy the Superintendent is of the opinion that such employee is unable to satisfactorily perform her duties by reason of said pregnancy, the Superintendent may request such employee to furnish a certificate in writing by her physician that such employee is physically and mentally able to continue her service.

B. Leave Of Absence For Maternity/Paternity Or Child Care

The Board may grant a leave of absence for maternity/paternity or child care, without pay, to any regularly employed staff member provided:

1. The employee requests a leave of absence without pay for the purpose of maternity/paternity or child care. Such request must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence except in emergency situations.

2. The request shall state the length of absence desired by the employee. The duration of such leave of absence shall be no longer than two semesters beyond any remaining days in the semester in which the leave is to begin. The employee will return to work to the same position held at the time the leave commenced, if available, otherwise to an equivalent position within the employee’s field(s) of certification/license. The employee shall return to work at the beginning of a school year, a semester, or grading period, unless otherwise agreed upon by the Superintendent and the employee.

3. Maternity/Paternity or child care leave requested and granted shall be curtailed or terminated if requested by the employee, prior to the expiration of the full term for which the board granted the leave, in the case of circumstances eliminating the necessity for such leave, as soon as a position for which the employee is certified/licensed becomes available.

4. The contract status of any such employee shall not be adversely affected by maternity or child care leave, but the normal annual salary increment is given only if one hundred and twenty days have been worked during the school year.

5. Such staff member may continue participation in group benefit plans at the employee's own expense, pursuant to stipulations of the benefit companies. Appropriate arrangements shall be made with the Treasurer to continue in such plans prior to the beginning of such leave. Nothing herein shall require the Board to obtain an alternate insurance carrier to provide such benefits.

   (absence form in Kiosk)

ARTICLE 23 - FAMILY MEDICAL LEAVE

An employee who believes he or she might qualify for FMLA should contact the Treasurer's office for more information. See board policy 3430.01 and administrative guideline 3430.01.

ARTICLE 24 - SICK LEAVE DONATION

Any staff member, having exhausted all of his/her accumulated sick leave and personal leave may be eligible to receive sick leave days donated in accordance with the following provisions:

A. An employee wishing to receive donated sick leave must request an application form from the Superintendent's Office, complete the form, provide requested documentation, and submit the completed application to the Superintendent for consideration. Each application will include, but not be limited to, the following information:

   1. description of illness/injury
   2. physician'(s) statement as to the condition and need for additional sick leave
   3. projected date of return to duty
   4. explanation of previous sick leave usage
   5. any other pertinent information that the applicant can submit to facilitate the determination as to whether or not such leave may be donated to the individual applying.

B. Requests for donation of sick leave under this program will be limited to catastrophic or serious illness or injuries of the employee or other relative who is a member of the employee's immediate household. "Catastrophic" is intended to mean a life-threatening illness or injury. "Serious illness or injury" is intended to mean an illness or injury which is not life-threatening.

C. In order to be eligible for a donation of sick leave days, the employee must have used all of his/her accumulated sick leave days and all possible advances of sick leave days.

D. An employee may be credited with a maximum total of twenty-five (25) donated sick leave days annually between July 1 and June 30.

E. An employee who receives workers' compensation disability or other paid leave, or by virtue of age and/or years of service, may be eligible for disability retirement or service retirement, will be eligible for receipt of donated sick leave, until the employee has applied for and received his/her first compensatory check from STRS or the Bureau of Workers Compensation, or has been denied disability or service retirement by the State Teachers Retirement System.

F. Upon determination of eligibility by the Superintendent, the Treasurer will initiate a notice to teachers indicating the recipient employee's name and number of days requested. This notice is to be made available by posting on the District's intranet. Individuals wishing to donate shall do so in writing as described in item H below herein.

G. Once donated, sick leave days not used by the recipient cannot revert to the donor. They remain credited to the accumulated sick leave of the recipient and if not all are used within the context of letter B above, they may be used for any purpose allowed under the article dealing with Sick Leave in this Agreement.

H. A teacher wishing to donate sick leave to another teacher determined to be eligible should request a sick leave donation form from the Treasurer's Office, complete the sick leave donation form and return it to the Treasurer's Office. Upon determination of eligibility of the donor to donate sick leave days, the Treasurer will authorize the appropriate deduction to be made from the donor's accumulated sick leave and credit it to the recipient's accumulated sick leave. All donations must be to a specific individual.

I. For an employee to be considered eligible to donate, s/he must have an accumulated balance of at least ninety (90) sick leave days.

J. An employee may donate a total of five (5) sick leave days per year (July 1 – June 30) to other eligible employees. This is an aggregate maximum and not a per-recipient maximum.

K. Determination of eligibility, made by the Administration will be final and binding and not subject to grievance or other action.

L. Teachers may purchase short-term disability insurance via payroll deduction as soon as the Treasurer locates a suitable provider. Teachers will be notified by email when short-term disability insurance is available.

M. If a teacher exhausts all sick leave and is not eligible for sick leave donations, the Board and Association agree to collaborate to explore ways to assist the teacher that are appropriate for the specific situation.

ARTICLE 25 - PERSONAL LEAVE

Employees shall be granted three (3) days with pay for personal leave. Notifications and requests for the use of personal leave shall be submitted to the building principal at least four (4) school days in advance of the day(s) requested.

Personal leave days may be used by any certificated/licensed employee for personal obligations and situations which in the judgment of the teacher, are necessary and compelling; that is, for obligations and situations that can only be handled when school is in session.

The following conditions shall pertain to the use of personal leave:

A. Days to be taken during the months of August through March, shall require only notification in writing on a prescribed school form. Days to be taken during the months of April through June shall require approval of the administration, and shall be submitted on a prescribed school form.

B. Notifications and requests shall be presented to the building principal at least four (4) school days in advance, except in the event of an emergency.

C. Lesson plans shall be presented to the building principal at least one (1) day in advance of the day(s) requested.

D. Personal leave is not to be taken on the opening of school, the closing day of school, parent-teacher conference days, or the day before or after a student holiday or vacation period unless for some emergency or unforeseen circumstance. In the event of an emergency or unforeseen circumstance a reason must be listed in Kiosk when requesting the day on a black out day.

E. Personal leave may be used only in whole or half days.

F. Personal leave shall not be used in an unprofessional manner so as to project a poor image of the teacher to the school or community. Unused personal leave days as of the last teacher workday of the school year, or, in the case of a retiring teacher, his/her last day of work before retirement, will either be converted to sick leave days or, at the sole discretion of the member, cashed out at the rate of $500 for all three accrued but unused days. This provision is applicable only if bargaining unit member has not used more than two (2) sick leave days for the school year. If the member opts for cash payment such shall be included in the second payroll check in June (Stipend form should be submitted to the Board office the last day of school).

G. If a teacher who has used all available personal leave for the school year receives a subpoena for an appearance in court for a matter not related to employment in the District, he/she may either request: (1) one or two dock days to cover the appearance in court, or (2) advancement of one or two personal leave days from the next school year. Any advancement of personal leave under this provision may be recovered from the employee's final pay if he/she leaves the district before the days are accrued.

(form in Kiosk)

ARTICLE 26 - TUITION REIMBURSEMENT AND BCI/FBI EXPENSES

A. Any certificated/licensed employee who is approved in advance and enrolls in a graduate level course or a workshop for graduate level college credit related directly to the employee's current teaching assignment or area of service, or which leads to additional certification/licensure in other areas approved in advance by the Superintendent, and taken through an Ohio Board of Regents or out of State similar body approved by the Ohio Department of Education, accredited institution for teacher education shall receive reimbursement from the Board upon providing documentation of successful completion of such work.

B. Successful completion of work shall be defined as an A or B, or a P in a pass/fail course.

C. The number of hours taken during any single semester will not exceed 9 semester hours. If the educational institution has two (2) summer sessions, this limit will be for each of the sessions so a maximum of 18 semester hours can be taken at an institution with more than one session.

D. On July 1 of each year of this Agreement, the Board of Education shall appropriate $15,000 each year of this Agreement for such reimbursements. Participating individuals shall be reimbursed based on the following calculation:

$$\frac{\$15{,}000}{\text{Total cost of all tuition submitted}} = \text{\% an individual teacher will be reimbursed (up to 100\%)}$$

E. The Board shall pay for the state and federal background checks, as required by the Ohio Revised Code, to bargaining unit members, only for those who have this completed at the Graham Local Board Office.

F. Payment will be made on or before September 30 for expenses incurred for classes that are completed between July 1st of the previous year to June 30th of the current year. Payments will be made only to current employees of Graham Local Schools.

G. Reimbursement may not be sought for coursework for which reimbursement has or would be paid through any professional leave or by grant or fellowship. Proof of payment by the employee would be required in completing the request for reimbursement.

H. Reimbursement shall only be made if both a receipt showing payment for tuition cost and proof of satisfactory completion of the course are presented to the Treasurer no later than August 1 prior to the scheduled payment date.

I. Application Process: To be eligible for reimbursement the application must be completed in the manner prescribed below.

J. Reimbursement forms will be available in the central office.

1. The employee must submit the tuition reimbursement form in writing to the Superintendent fourteen (14) days prior to the first class meeting of the course for which tuition reimbursement is sought, indicating the nature of the course being taken and other information pertinent to the approval decision;

2. Once reviewed and acted upon, the application will be returned to the individual employee indicating approval or denial of the request;

3. Once approved, and upon completion of the course, the employee will complete the second part of the form and attach documentation showing payment for the course and a grade slip or transcript showing the course and grade received.

ARTICLE 27 - SEVERANCE PAY

A. Severance pay will be paid to those eligible teachers who retire from active service in the State of Ohio and whose last school service was with the Board. Payments shall be made after notification and application from the teacher to the Board that the teacher's retirement is active with the State Retirement System. Application for severance pay shall be made within ninety (90) days after retirement.

B. The Board shall pay any teacher with ten (10) or more years of service experience who elects to retire, payment in cash for twenty-five percent (25%) of the value of accrued but unused sick leave to a

maximum of sixty (60) conversion days.

C. Such payment shall be based on the teacher's daily rate of pay at the time of retirement. Such payment shall be made only once to any such teacher and shall eliminate all sick leave accrued by the teacher at that time.

D. Should the employee die within the period of time between the employee's written notification to the Board of his/her intention to retire from the teaching profession and the effective day of the employee's retirement, the severance payment as determined in paragraphs A-C above, to which the employee would have been entitled, shall be made to the employee's estate.

E. An employee who chooses to retire at the end of the first year in which he/she becomes eligible to retire with an unreduced benefit, as defined by current STRS guidelines, shall receive fifteen (15) additional days of payment provided he/she notifies the Board no later than March 31. The effective date of retirement shall be no later than June 30.

F. Accumulated Leave Plans

All employees who turn 55 or older in the calendar year in which they retire will take part in an Accumulated Leave Plan that is offered by ING.

1. If a retiring member is a participant in an accumulated leave plan, an employer contribution shall be made on his/her behalf under the accumulated leave plan within seventy-five (75) calendar days of the participant's last workday in an amount equal to the lesser of:

   a. The total amount of the Participant's Severance Pay, or

   b. The max contribution amount allowable under the terms of the accumulated leave plan.

2. To the extent that an accumulated leave plan participant's severance pay exceeds the maximum amount allowable under the accumulated leave plan for a calendar year, the excess amount shall be payable to the accumulated leave plan in the following January, up to the maximum accumulated leave plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.

3. If a member is entitled to have a contribution paid to an accumulated leave plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

4. The District agrees to reimburse the participant for any costs assessed as a result of said participant removing or transferring out monies from the Fixed Account (#039).

   If the employee invests in the Fixed Account #039 (currently paying a 3.75%), there would be no Mortality & Expense charge and no fund advisory charges. The money in this fixed option is 100% available to the employee for removal or transfer out when separated from service (if they re-hire in to Graham Local School District, deferred sales charges would apply unless the money was removed prior to re-hire).

The product used for the Accumulated Leave Plan is a Group Annuity Contract that currently has over 90 variable investment options and over 30 fund companies requested. The Contract specifics are:

a. No Annual Maintenance Fee

b. No Administrative Fee

c. No Deferred Sales Charge or Penalties if the employee removes the money while separated from service

d. a 1.25% annual Mortality & Expense Charge is applied to monies in variable options (plus any advisory fees which vary by fund manager)

The employee would only pay Mortality & Expenses charges on the variable fund options and for only the number of days it was in the plan on a pro-rate basis, i.e. 5 days equals 5/365ths.

ARTICLE 28 - DUES DEDUCTION

Association dues shall be deducted from those teachers' gross pay who individually and voluntarily authorize such deduction and turn over such authorization to the Treasurer of the Association. The Association shall notify the Board's Treasurer of those teachers who will participate in payroll deductions no later than October 1. Such authorization shall continue with the same selections in effect until such a time that said teacher gives written notice to the Treasurer of the Association to discontinue such deductions or employment with the Board terminates, with a copy of the notice to the Treasurer of the Board. Deductions shall be in 18 equal pay periods commencing with the second pay period in October. Any amounts withheld hereunder shall be transmitted to the Association within ten (10) calendar days following the pay period in which the deductions were withheld. The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section in reliance upon any authorization submitted by the Association to the Board.

ARTICLE 29 - LIFE INSURANCE

A. The Board of Education agrees to purchase $50,000 of term life insurance for all full-time licensed employees (defined as .50 or more on the salary schedule).

B. The Board will permit individual employees to pick up additional coverage for themselves, their spouse and/or their dependent child(ren) on this policy subject to the rules of the carrier. The total cost of additional coverage will be paid by the employee through payroll deduction.

ARTICLE 30 - VISION, DENTAL, AND HEALTH INSURANCE

A. Insurance Benefits

1. Any certified staff who works at least 30 hours per week or shares a position with another certified staff member pursuant to the provisions of Article 42 (Shared Staffing) shall be eligible to participate in group vision, dental and health insurance offered by the board. Substitute teachers, tutors and other irregular teachers shall not be eligible for coverage, except as modified by

applicable statutes. A summary of benefits for each plan can be found in the appendices of this agreement.

2. If spouses are employed by the Board of Education, only one spouse will be enrolled for family coverage or each may be enrolled for single coverage. The fact that a certified staff member is eligible for insurance shall not require them to participate in any insurance program.

3. Eligible certified staff shall have the option of electing coverage under one or more of the health insurance plans, vision insurance plan and dental insurance plan offered by the Board of Education. Certified staff may make this election during the annual open enrollment period by enrolling on the Benelogic Website https://epc-online.benelogic.com.

   Once this election has been made, certified staff shall not have the right to change plans until the following open enrollment period. Changes in coverage from family to single or adding and dropping coverage can be made during the policy year if the event is a qualifying event as described in the district's Section 125 plan.

   Certified staff wishing to withdraw from one of the insurance plans due to gaining eligibility to participate in another group insurance program must notify the Benelogic Website https://epc-online.benelogic. com of his/her election to do so. Rules/regulations of the Section 125 Plan will apply.

   Certified staff may elect to have insurance premiums deducted from pre-tax dollars pursuant to IRS Section 125. Any administrative costs shall be borne by the Board of Education.

4. The insurance plans offered by the board will be equivalent to or exceed those currently available to staff in the district. The plans are subject to the terms of the insurance carrier and IRS regulations.

5. Effective July 1, 2016 through June 30, 2018, there will be no increase in employee premiums. The Board and the Association agree to re-open this Article in accordance with the negotiated procedures outlined in this agreement in the spring of 2018 to discuss possible additional insurance contribution amounts by the Board and certified staff for the final school year~~s~~ (2018-2019) of this Agreement.

6. Any proposed changes in medical or other group insurance coverage or change of carrier will be discussed with the Association prior to a decision, and the Board will not initiate changes in either coverage or carrier which will significantly reduce coverage as currently provided. In the event that the present carrier effects adverse changes in coverage, the Board through the use of the insurance committee will solicit bids from other carriers for mutually acceptable coverage at a cost not in excess of that being borne by the Board at the time of any such change.

7. Any certified staff member not enrolled in the insurance plan is not entitled to any payment or remuneration in lieu of the Board payment.

B. Vision Insurance Monthly Premiums Paid by the Board of Education and Employee:

VSP	Monthly Premium	Board Share	Employee Share	Payroll Deduction (twice/month)
Single	9.21	7.50	1.71	0.86
Family	21.55	17.00	4.55	2.28

C. Dental Insurance Monthly Premiums Paid by the Board of the Education and Employee:

Delta Dental	Monthly Premium	Board Share	Employee Share	Payroll Deduction (twice/month)
Single or Family	75.00	33.50	41.50	20.75

D. Health Insurance Offerings and Monthly Premiums Paid by the Board of Education and Employee:

Current plans offered are Preferred Provider Plans (PPO) Option 1 and 2 (PPO 1 and PPO 2) and a High Deductible Plan with a Health Savings Account (HSA). These plans are offered through the Insurance Committee established pursuant to the terms of this Agreement. Below are the premiums for each plan type.

PPO 1	Monthly Premium	Board Share	Employee Share	Payroll Deduction (twice/month)
Single	553.23	420.37	132.86	66.43
Family	1,485.31	1,130.23	355.08	177.54

PPO 2	Monthly Premium	Board Share	Employee Share	Payroll Deduction (twice/month)
Single	515.64	420.37	95.27	47.64
Family	1,381.36	1,130.23	251.13	125.57

H.S.A.	Monthly Premium	Board Share	Employee Share	Board Contribution to H.S.A.
Single	405.07	420.37	0.00	15.30
Family	1,083.94	1,130.23	0.00	46.29

ARTICLE 31 - SECTION 125 PLAN REGULATIONS

Because a Section 125 plan provides current tax savings, they are governed by the Internal Revenue Code. One requirement under the Code is that the participant may not change his /her election or the amount he/she contributes to the plan until the end of the plan year, unless there is a change in family status.

A. A change in family status for these purposes includes the following:

1. Marriage
2. Divorce
3. Death of spouse or dependent
4. Birth or adoption of a child
5. Loss of dependent(s) eligibility in employee's plan
6. Change in spouse's eligibility for coverage under spouse's employer's plan
   a. Spouse becomes eligible for his/her employer's plan as a result of new employment, change to full-time status, or returning to work from unpaid leave of absence.
   b. Spouse becomes ineligible for his/her employer's plan as a result of loss of full-time employment, change to part-time status, or unpaid leave of absence.

Documentation of change in family status is required as well as documentation from spouse's employer if applicable.

In all cases, the benefit changes requested must be consistent with the family status change.

Application for such a change must be made within 30 days of the event by filling out a new enrollment form in the Treasurer's office.

B. If employee contributions for the elected benefits are increased or decreased while this agreement remains in effect, his/her pay reduction will automatically be adjusted to reflect that increase or decrease.

1. Adjustments due to a pay increase/decrease will automatically be part of the Section 125 pre-tax contribution.

2. Adjustments in rate contribution to fund the Plan will automatically be part of the Section 125 pre-tax contribution.

C. Each year, the participant will have the opportunity to change his/her election for the following plan year during the annual open enrollment period. In addition, the pre-tax payroll deduction (employee share of premium) agreement will continue by its term in the amount of the required contribution for health insurance premium.

D. The Plan Administrator may reduce or cancel the amount of the participant's plan reduction or otherwise modify this agreement in accordance with the plan if the Plan Administrator believes it is advisable in order to satisfy applicable provisions of the Internal Revenue Code. The Plan Administrator will give affected employees not less than thirty (30) days' notice of such changes.

E. New hires to the district will be eligible to make application for participation upon their effective date of employment - within 30 days of their hire date.

F. Participation in this Section 125 Premium Conversion Plan shall be only for the purpose of reducing salary in order to pay the employee's share of insurance premiums on a pre-tax basis.

ARTICLE 32 - TAX SHELTERED ANNUITIES

A. New enrollments, changes of annuity companies, and addition of annuity companies shall be accepted only during the month of September. At least five (5) certificated/licensed employees must be signed up before a new annuity company is submitted to the Board of Education for approval to be added to payroll deduction. All companies must be approved by the Superintendent of Insurance of the State of Ohio and must agree to comply with administrative rules and procedures for the issuance of tax-sheltered annuities as approved by the Board.

B. Changes of reduction amounts shall be accepted only during the months of September or January with effective dates of 1st payday in October and February, respectively. In accordance with IRS regulations, a tax sheltered annuity agreement generally may not be altered or revised more than once during a calendar year. Payroll reduction amounts must be submitted in writing to the Treasurer on an approved form.

C. Cancellation of payroll deduction for an annuity plan may be made at the employee's discretion provided such change is submitted in writing to the Treasurer by the cutoff date of the payroll schedule the cancellation is to take place.

D. Salary reduction contributions to a tax sheltered annuity program are subject to a number of legal limits. Maximum contribution compliance shall be the responsibility of the employee.

E. Participation in the program is completely voluntary and not required in any way. All rights under the annuity contracts are enforceable solely by the employee (e.g. the employee decides when to make withdrawals or loans, whom to appoint as beneficiary, etc.).

F. The Association agrees to indemnify and save the Board and/or its representative harmless against any and all claims, except by reason of clerical error, that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section.

G. It shall be understood by all parties that the Graham Board of Education makes no endorsement of any company, their representatives, or any annuity program.

ARTICLE 33 - SALARY REDUCTION PICK-UP

The Board shall contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each certificated/licensed employee's contribution to STRS in lieu of payment to such employee, and such amount contributed by the Board on behalf of the certificated/licensed employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certificated/licensed employee. This shall apply to all certificated/licensed staff and shall include earning, sick leave, severance, vacation, supplemental and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay. If at any time the rules or regulations of the IRS or STRS change, this provision shall be amended to be in compliance with the law and STRS regulation. The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section.

ARTICLE 34 - SALARY SCHEDULE PLACEMENT

A. Salary schedule placement for all teachers shall be in accordance with their education, teaching experience, and military service. The Board shall recognize a maximum of ten (10) years experience in placing teachers on the schedule. Such experience shall be determined as follows:

1. All military service up to five (5) years.

2. All teaching service, as delineated in paragraph B. of this article, up to ten (10) years.

3. All combined military and teaching service up to ten (10) years.

B. For purposes of measuring prior service, a year consists of at least 120 days pursuant to O.R.C. Section 3317.13(A) (1)-(2)

C. For the purpose of this Article, teaching service shall be defined as service in any chartered school district within or outside the State of Ohio as recognized by the respective State Departments of Education.

D. As of the effective date of this contract, horizontal movement on the salary schedule to the 150 semester hour column and to the Masters' plus 15 semester hour column shall be governed by the following:

1. 150 Semester Hours Column – Hours applicable to placement on this column must be hours attained from an Ohio Board of Regents or Ohio Department of Education approved (per Article 25 Paragraph A), accredited institution.

2. Masters' plus 15 Semester Hours Column - Additional hours applicable to placement on this column must be hours attained from an Ohio Board of Regents or Ohio Department of Education approved (per Article 25 Paragraph A), accredited institution following receipt of the masters' degree.

3. Additional hours for placement on the 150 Semester Hours Column or the Masters' plus 15 Semester Hours Column may be either graduate or undergraduate.

E. Salary adjustments for additional training will be made for the full year upon presentation of an official college transcript to the Superintendent prior to September 15 of any year.

ARTICLE 35 - SALARY SCHEDULE

In recognition of their dedication to the students and community of Graham Local School District, the certified staff members seek a fair and just salary.

In an effort to reach that goal, the following shall occur:

A. For the 2016-2017 school year, the salary for a teacher with zero (0) years of experience and who has attained a Bachelor's degree (i.e. the Base), shall be $33,382.

B. For the 2017-2018 school year, the salary for a teacher with zero (0) years of experience and who has attained a Bachelor's degree (i.e. the Base), shall be $33,716.

C. For the 2018-2019 school year, there will be a re-opener to negotiate wages.

2016-2017 and 2017-2018 SALARY SCHEDULE

INDEX

Step	BA/BS	BA/BS+	MA	MA+
0	1.000	1.038	1.095	1.150
1	1.038	1.081	1.145	1.205
2	1.076	1.124	1.195	1.260
3	1.114	1.167	1.245	1.315
4	1.152	1.210	1.295	1.370
5	1.190	1.253	1.345	1.425
6	1.228	1.296	1.395	1.480
7	1.266	1.339	1.445	1.535
8	1.304	1.382	1.495	1.590
9	1.342	1.425	1.545	1.645
10	1.380	1.468	1.595	1.700
11	1.418	1.511	1.645	1.755
12	1.418	1.511	1.695	1.810
13	1.437	1.511	1.695	1.810
14	1.437	1.511	1.695	1.810
15	1.456	1.554	1.745	1.865
16	1.456	1.554	1.745	1.865
17	1.456	1.554	1.745	1.865
18	1.456	1.554	1.745	1.865
19	1.456	1.597	1.795	1.920
20	1.494	1.597	1.845	1.975
21	1.494	1.597	1.845	1.975
22	1.494	1.597	1.845	1.975
23	1.494	1.640	1.895	2.030
24	1.494	1.640	1.895	2.030
25	1.151	1.660	1.945	2.085
26	1.151	1.660	1.945	2.085
27	1.151	1.660	1.945	2.140
28	1.151	1.660	1.945	2.140
29	1.151	1.660	1.945	2.140
30	1.534	1.680	1.965	2.160
31	1.534	1.680	1.965	2.160
32	1.534	1.680	1.965	2.160
33	1.534	1.680	1.965	2.160
34	1.534	1.680	1.965	2.160
35	1.534	1.680	1.965	2.160
36	1.534	1.680	1.965	2.160
37	1.534	1.680	1.965	2.160
38	1.534	1.680	1.965	2.160
39	1.534	1.680	1.965	2.160
40	1.534	1.680	1.965	2.160
41	1.534	1.680	1.965	2.160

2016-2017

BASE $33,382

Step	BA/BS	BA/BS+	MA	MA+
0	33,382	34,651	36,553	38,389
1	34,651	36,086	38,222	40,225
2	35,919	37,521	39,891	42,061
3	37,188	38,957	41,561	43,897
4	38,456	40,392	43,230	45,733
5	39,725	41,828	44,899	47,569
6	40,993	43,263	46,568	49,405
7	42,262	44,698	48,237	51,241
8	43,530	46,134	49,906	53,077
9	44,799	47,569	51,575	54,913
10	46,067	49,005	53,244	56,749
11	47,336	50,440	54,913	58,585
12	47,336	50,440	56,582	60,421
13	47,970	50,440	56,582	60,421
14	47,970	50,440	56,582	60,421
15	48,604	51,876	58,252	62,257
16	48,604	51,876	58,252	62,257
17	48,604	51,876	58,252	62,257
18	48,604	51,876	58,252	62,257
19	48,604	53,311	59,921	64,093
20	49,873	53,311	61,590	65,929
21	49,873	53,311	61,590	65,929
22	49,873	53,311	61,590	65,929
23	49,873	54,746	63,259	67,765
24	49,873	54,746	63,259	67,765
25	38,436	55,414	64,928	69,601
26	38,436	55,414	64,928	69,601
27	38,436	55,414	64,928	71,437
28	38,436	55,414	64,928	71,437
29	38,436	55,414	64,928	71,437
30	51,208	56,082	65,596	72,105
31	51,208	56,082	65,596	72,105
32	51,208	56,082	65,596	72,105
33	51,208	56,082	65,596	72,105
34	51,208	56,082	65,596	72,105
35	51,208	56,082	65,596	72,105
36	51,208	56,082	65,596	72,105
37	51,208	56,082	65,596	72,105
38	51,208	56,082	65,596	72,105
39	51,208	56,082	65,596	72,105
40	51,208	56,082	65,596	72,105
41	51,208	56,082	65,596	72,105

2017-2018

BASE $33,716

Step	BA/BS	BA/BS+	MA	MA+
0	33,716	34,997	36,919	38,773
1	34,997	36,447	38,605	40,628
2	36,278	37,897	40,291	42,482
3	37,560	39,347	41,976	44,337
4	38,841	40,796	43,662	46,191
5	40,122	42,246	45,348	48,045
6	41,403	43,696	47,034	49,900
7	42,684	45,146	48,720	51,754
8	43,966	46,596	50,405	53,608
9	45,247	48,045	52,091	55,463
10	46,528	49,495	53,777	57,317
11	47,809	50,945	55,463	59,172
12	47,809	50,945	57,149	61,026
13	48,450	50,945	57,149	61,026
14	48,450	50,945	57,149	61,026
15	49,090	52,395	58,834	62,880
16	49,090	52,395	58,834	62,880
17	49,090	52,395	58,834	62,880
18	49,090	52,395	58,834	62,880
19	49,090	53,844	60,520	64,735
20	50,372	53,844	62,206	66,589
21	50,372	53,844	62,206	66,589
22	50,372	53,844	62,206	66,589
23	50,372	55,294	63,892	68,443
24	50,372	55,294	63,892	68,443
25	38,821	55,969	65,578	70,298
26	38,821	55,969	65,578	70,298
27	38,821	55,969	65,578	72,152
28	38,821	55,969	65,578	72,152
29	38,821	55,969	65,578	72,152
30	51,720	56,643	66,252	72,827
31	51,720	56,643	66,252	72,827
32	51,720	56,643	66,252	72,827
33	51,720	56,643	66,252	72,827
34	51,720	56,643	66,252	72,827
35	51,720	56,643	66,252	72,827
36	51,720	56,643	66,252	72,827
37	51,720	56,643	66,252	72,827
38	51,720	56,643	66,252	72,827
39	51,720	56,643	66,252	72,827
40	51,720	56,643	66,252	72,827
41	51,720	56,643	66,252	72,827

ARTICLE 36 - SUPPLEMENTAL SALARY SCHEDULE

A. Policies

1. Dividing positions – A supplemental position may be divided among two or more people with administrative approval.

2. Multiple positions – One person may fill multiple positions at the same time with administrative approval as long as all duties are fulfilled.

3. Removing positions – If a position remains unfilled for three consecutive school years, it shall be removed from the salary schedule.

4. Determining if positions are filled – Determining whether a position should be filled shall be the duty of the principal or athletic director who supervises the position. The administrator shall consult with the advisor or head coach involved in an effort to reach a consensus on need. If there are not sufficient numbers of students interested, the position may go unfilled.

5. Provisional Positions – Each building may have up to three paid provisional positions in a school year. A sponsor wishing to start a provisional activity must submit a proposal to the principal or athletic director. The proposal must outline the purpose, operating procedures, goals for determining success, and membership of the proposed activity. If approved by the principal, the proposal will be submitted to the superintendent. If the superintendent approves, the group receives provisional activity status for that school year. If a group operates successfully for three consecutive years as a provisional activity, it is recommended that it be added to the supplemental schedule at a rate agreed upon by the Board of Education and the Graham Education Association.

6. Placement on schedule – A person moving from a lower level (assistant) to a higher level position in the same sport/activity will start at the lowest step in the higher position that provides an increase in compensation for that activity from the prior year's supplemental contract.

   A person moving from a higher level position to a lower level position in the same sport/activity will be placed at a step commensurate with their numbers of years in that sport/activity.

   The district will recognize previous Graham Local School district experience in that specific sport/activity for placement on the supplemental salary schedule.

B. When vacancies occur in any pupil activity position paid under supplementary salary schedule, the Board shall follow procedures established in O.R.C. 3313.53, except as those provisions are modified below.

The Board and Association agree that all pupil activity positions paid under the supplementary salary schedule are declared vacant each year when the Board non-renews supplemental contracts, and that the Board is authorized, pursuant to this section, to fill each vacant supplemental position with the most capable and qualified individual, and not necessarily the incumbent position holder.

1. The Board shall attempt to fill the position with qualified licensed individuals as determined by the Administration, employed by the district. All internal applicants shall be interviewed if there is more than one applicant applying for the vacant supplemental position. Administration will meet with all internal candidates to explain the job position and responsibilities and thereafter render a decision within eight (8) days of the first day of posting of such position. An internal applicant not

selected for the position shall be informed as to their status in writing, including an explanation of the reason(s) the candidate is deemed not qualified.

2. If no licensed employees of the district are deemed qualified by the Administration, the Board shall attempt to fill the position with licensed individuals who work outside of the district. Once all internal candidates are notified, external postings may proceed.

3. If no licensed individuals who work outside the district are deemed qualified to fill the position, the Board shall adopt a resolution stating that it has offered such position to those employees of the district who are licensed individuals and no such employee qualified to fill the position has accepted it, and has then advertised the position as available to any licensed individual who is qualified to fill it and who is not employed by the board, and no such person has applied for and accepted the position. At such time, the Board shall fill that position with any qualified non-licensed individual.

C. Nothing in this article prevents or inhibits the Board's right to create new positions.

D. Adjustments to the supplemental pay will be increased in accordance to the pay increase of Article 35.

E. Supplemental contracts are limited one-year contracts that automatically non-renew without Board action.

2016-2017 SUPPLEMENTAL SALARY SCHEDULE

Base Salary: $33,382	Step	0		1		2		3		4	
	Experience	0		1		2		3 to 5		= or > 6	

Athletics

Head Coach:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Varsity Football	0.133	4,440	0.143	4,774	0.153	5,107	0.163	5,441	0.173	5,775
Varsity Cr. Country (Boys & Girls)	0.100	3,338	0.110	3,672	0.120	4,006	0.130	4,340	0.140	4,673
Varsity Golf - Boys	0.069	2,303	0.075	2,504	0.081	2,704	0.086	2,871	0.092	3,071
Varsity Golf - Girls	0.069	2,303	0.075	2,504	0.081	2,704	0.086	2,871	0.092	3,071
Varsity Soccer - Boys	0.100	3,338	0.110	3,672	0.120	4,006	0.130	4,340	0.140	4,673
Varsity Soccer - Girls	0.100	3,338	0.110	3,672	0.120	4,006	0.130	4,340	0.140	4,673
Varsity Volleyball	0.100	3,338	0.110	3,672	0.120	4,006	0.130	4,340	0.140	4,673
Varsity Basketball - Boys	0.133	4,440	0.143	4,774	0.153	5,107	0.163	5,441	0.173	5,775
Varsity Basketball - Girls	0.133	4,440	0.143	4,774	0.153	5,107	0.163	5,441	0.173	5,775
Varsity Wrestling	0.133	4,440	0.143	4,774	0.153	5,107	0.163	5,441	0.173	5,775
Varsity Track - Boys	0.111	3,705	0.121	4,039	0.131	4,373	0.141	4,707	0.151	5,041
Varsity Track - Girls	0.111	3,705	0.121	4,039	0.131	4,373	0.141	4,707	0.151	5,041
Varsity Baseball	0.111	3,705	0.121	4,039	0.131	4,373	0.141	4,707	0.151	5,041
Varsity Softball	0.111	3,705	0.121	4,039	0.131	4,373	0.141	4,707	0.151	5,041
Strength Coach (per season)	0.040	1,335	0.045	1,502	0.050	1,669	0.055	1,836	0.060	2,003
Bowling	0.100	3,338	0.110	3,672	0.120	4,006	0.130	4,340	0.140	4,673

Assistant Coach:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Asst. Varsity Football (3)	0.082	2,737	0.088	2,938	0.094	3,138	0.100	3,338	0.106	3,538
Freshman Football - Head (1)	0.064	2,136	0.069	2,303	0.074	2,470	0.079	2,637	0.084	2,804
MS Football - Head (2)	0.056	1,869	0.061	2,036	0.066	2,203	0.071	2,370	0.076	2,537
MS Football - Asst (2)	0.040	1,335	0.045	1,502	0.050	1,669	0.055	1,836	0.060	2,003
MS Cr. Country Boys & Girls (1)	0.040	1,335	0.045	1,502	0.050	1,669	0.055	1,836	0.060	2,003
Asst Varsity Soccer - Girls (1)	0.062	2,070	0.068	2,270	0.074	2,470	0.080	2,671	0.086	2,871
Asst Varsity Soccer - Boys (1)	0.062	2,070	0.068	2,270	0.074	2,470	0.080	2,671	0.086	2,871
Asst Varsity Volleyball (1)	0.062	2,070	0.068	2,270	0.074	2,470	0.080	2,671	0.086	2,871
MS Volleyball - Head (2)	0.056	1,869	0.061	2,036	0.066	2,203	0.071	2,370	0.076	2,537
Asst Varsity Basketball - Girls (1)	0.082	2,737	0.088	2,938	0.094	3,138	0.100	3,338	0.106	3,538
Asst Varsity Basketball - Boys (1)	0.082	2,737	0.088	2,938	0.094	3,138	0.100	3,338	0.106	3,538
Freshman Basketball - Boys (1)	0.064	2,136	0.069	2,303	0.074	2,470	0.079	2,637	0.084	2,804
MS Basketball - Girls (2)	0.056	1,869	0.061	2,036	0.066	2,203	0.071	2,370	0.076	2,537
MS Basketball - Boys (2)	0.056	1,869	0.061	2,036	0.066	2,203	0.071	2,370	0.076	2,537
Asst Varsity Wrestling (2)	0.082	2,737	0.088	2,938	0.094	3,138	0.100	3,338	0.106	3,538
MS Wrestling - Head (1)	0.056	1,869	0.061	2,036	0.066	2,203	0.071	2,370	0.076	2,537
MS Wrestling - Asst (1)	0.040	1,335	0.045	1,502	0.050	1,669	0.055	1,836	0.060	2,003
Varsity Track - Girls (1)	0.064	2,136	0.070	2,337	0.076	2,537	0.079	2,637	0.084	2,804
Varsity Track - Boys (1)	0.064	2,136	0.070	2,337	0.076	2,537	0.079	2,637	0.084	2,804
MS Track - Head (1)	0.056	1,869	0.061	2,036	0.066	2,203	0.071	2,370	0.076	2,537
MS Track - Asst (3)	0.040	1,335	0.045	1,502	0.050	1,669	0.055	1,836	0.060	2,003
Asst Varsity Baseball (1)	0.064	2,136	0.070	2,337	0.076	2,537	0.079	2,637	0.084	2,804
Asst Varsity Softball (1)	0.064	2,136	0.070	2,337	0.076	2,537	0.079	2,637	0.084	2,804

Base Salary: $33,382	Step	0	1	2	3	4
	Experience	0	1	2	3 to 5	= or > 6

Cheerleading:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
HS Football (1)	0.056	1,869	0.061	2,036	0.066	2,203	0.071	2,370	0.076	2,537
HS Basketball (1)	0.056	1,869	0.061	2,036	0.066	2,203	0.071	2,370	0.076	2,537
MS Football (1)	0.031	1,035	0.033	1,102	0.035	1,168	0.037	1,235	0.039	1,302
MS Basketball (1)	0.031	1,035	0.033	1,102	0.035	1,168	0.037	1,235	0.039	1,302

Performing Arts:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Instrumental Music Director (1)	0.109	3,639	0.119	3,972	0.129	4,306	0.139	4,640	0.149	4,974
Asst Marching Band Director (1)	0.067	2,237	0.073	2,437	0.079	2,637	0.085	2,837	0.091	3,038
Pep Band Director (1)	0.019	634	0.022	734	0.025	835	0.028	935	0.031	1,035
Band Aide (1)	0.020	668	0.023	768	0.026	868	0.028	935	0.031	1,035
Vocal Music Director - MS/HS (1)	0.049	1,636	0.052	1,736	0.055	1,836	0.058	1,936	0.061	2,036
HS Drama Director (1)	0.046	1,536	0.049	1,636	0.052	1,736	0.055	1,836	0.058	1,936
MS Drama Director (1)	0.036	1,202	0.039	1,302	0.042	1,402	0.045	1,502	0.048	1,602
Musical - Producer/Director (1)	0.067	2,237	0.073	2,437	0.079	2,637	0.085	2,837	0.091	3,038
Musical - Instrumental Director (1)	0.040	1,335	0.043	1,435	0.046	1,536	0.055	1,836	0.060	2,003
Musical Chorographer (1)	0.015	501	0.018	601	0.021	701	0.024	801	0.027	901
Elementary Choir Director(1)	0.031	1,035	0.034	1,135	0.035	1,168	0.037	1,235	0.039	1,302
Elementary Choir Accompanist (1)	0.008	267	0.011	367	0.014	467	0.017	567	0.020	668

School District Assistance:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Lead Teacher	0.024	801	0.027	901	0.030	1,001	0.033	1,102	0.036	1,202
Athletic Event Mgr (2 per season)	0.025	835	0.028	935	0.031	1,035	0.034	1,135	0.037	1,235

Club Advisors:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Senior Class Advisor (1)	0.015	501	0.018	601	0.021	701	0.024	801	0.027	901
Junior Class Advisor (1)	0.050	1,669	0.053	1,769	0.056	1,869	0.059	1,970	0.062	2,070
Sophomore Class Advisor (1)	0.012	401	0.015	501	0.018	601	0.021	701	0.024	801
Freshman Class Advisor (1)	0.012	401	0.015	501	0.018	601	0.021	701	0.024	801
HS Student Council (1)	0.026	868	0.028	935	0.030	1,001	0.032	1,068	0.034	1,135
MS Student Council (1)	0.026	868	0.028	935	0.030	1,001	0.032	1,068	0.034	1,135
ES Student Council (2)	0.014	467	0.016	534	0.018	601	0.020	668	0.022	734
HS Nat'l Honor Society (1)	0.026	868	0.028	935	0.030	1,001	0.032	1,068	0.034	1,135
SMD (1)	0.012	401	0.015	501	0.018	601	0.021	701	0.024	801

Other:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Activity 2	0.012	401								
Activity 3	0.012	401								
Academic/Behavior Interventionist	0.181	6,042	0.191	6,376	0.201	6,710	0.211	7,044	0.221	7,377
Resident Ed Coordinator (1)	0.056	1,869	0.061	2,036	0.066	2,203	0.071	2,370	0.076	2,537
Resident Ed Mentor		700								

2017-2018 SUPPLEMENTAL SALARY SCHEDULE

Base Salary: $33,716

Step	0	1	2	3	4
Experience	0	1	2	3 to 5	= or > 6

Athletics

Head Coach:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Varsity Football	0.133	4,484	0.143	4,821	0.153	5,159	0.163	5,496	0.173	5,833
Varsity Cr. Country (Boys & Girls)	0.100	3,372	0.110	3,709	0.120	4,046	0.130	4,383	0.140	4,720
Varsity Golf - Boys	0.069	2,326	0.075	2,529	0.081	2,731	0.086	2,900	0.092	3,102
Varsity Golf - Girls	0.069	2,326	0.075	2,529	0.081	2,731	0.086	2,900	0.092	3,102
Varsity Soccer - Boys	0.100	3,372	0.110	3,709	0.120	4,046	0.130	4,383	0.140	4,720
Varsity Soccer - Girls	0.100	3,372	0.110	3,709	0.120	4,046	0.130	4,383	0.140	4,720
Varsity Volleyball	0.100	3,372	0.110	3,709	0.120	4,046	0.130	4,383	0.140	4,720
Varsity Basketball - Boys	0.133	4,484	0.143	4,821	0.153	5,159	0.163	5,496	0.173	5,833
Varsity Basketball - Girls	0.133	4,484	0.143	4,821	0.153	5,159	0.163	5,496	0.173	5,833
Varsity Wrestling	0.133	4,484	0.143	4,821	0.153	5,159	0.163	5,496	0.173	5,833
Varsity Track - Boys	0.111	3,742	0.121	4,080	0.131	4,417	0.141	4,754	0.151	5,091
Varsity Track - Girls	0.111	3,742	0.121	4,080	0.131	4,417	0.141	4,754	0.151	5,091
Varsity Baseball	0.111	3,742	0.121	4,080	0.131	4,417	0.141	4,754	0.151	5,091
Varsity Softball	0.111	3,742	0.121	4,080	0.131	4,417	0.141	4,754	0.151	5,091
Strength Coach (per season)	0.040	1,349	0.045	1,517	0.050	1,686	0.055	1,854	0.060	2,023
Bowling	0.100	3,372	0.110	3,709	0.120	4,046	0.130	4,383	0.140	4,720

Assistant Coach:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Asst. Varsity Football (3)	0.082	2,765	0.088	2,967	0.094	3,169	0.100	3,372	0.106	3,574
Freshman Football - Head (1)	0.064	2,158	0.069	2,326	0.074	2,495	0.079	2,664	0.084	2,832
MS Football - Head (2)	0.056	1,888	0.061	2,057	0.066	2,225	0.071	2,394	0.076	2,562
MS Football - Asst (2)	0.040	1,349	0.045	1,517	0.050	1,686	0.055	1,854	0.060	2,023
MS Cr. Country Boys & Girls (1)	0.040	1,349	0.045	1,517	0.050	1,686	0.055	1,854	0.060	2,023
Asst Varsity Soccer - Girls (1)	0.062	2,090	0.068	2,293	0.074	2,495	0.080	2,697	0.086	2,900
Asst Varsity Soccer - Boys (1)	0.062	2,090	0.068	2,293	0.074	2,495	0.080	2,697	0.086	2,900
Asst Varsity Volleyball (1)	0.062	2,090	0.068	2,293	0.074	2,495	0.080	2,697	0.086	2,900
MS Volleyball - Head (2)	0.056	1,888	0.061	2,057	0.066	2,225	0.071	2,394	0.076	2,562
Asst Varsity Basketball - Girls (1)	0.082	2,765	0.088	2,967	0.094	3,169	0.100	3,372	0.106	3,574
Asst Varsity Basketball - Boys (1)	0.082	2,765	0.088	2,967	0.094	3,169	0.100	3,372	0.106	3,574
Freshman Basketball - Boys (1)	0.064	2,158	0.069	2,326	0.074	2,495	0.079	2,664	0.084	2,832
MS Basketball - Girls (2)	0.056	1,888	0.061	2,057	0.066	2,225	0.071	2,394	0.076	2,562
MS Basketball - Boys (2)	0.056	1,888	0.061	2,057	0.066	2,225	0.071	2,394	0.076	2,562
Asst Varsity Wrestling (2)	0.082	2,765	0.088	2,967	0.094	3,169	0.100	3,372	0.106	3,574
MS Wrestling - Head (1)	0.056	1,888	0.061	2,057	0.066	2,225	0.071	2,394	0.076	2,562
MS Wrestling - Asst (1)	0.040	1,349	0.045	1,517	0.050	1,686	0.055	1,854	0.060	2,023
Varsity Track - Girls (1)	0.064	2,158	0.070	2,360	0.076	2,562	0.079	2,664	0.084	2,832
Varsity Track - Boys (1)	0.064	2,158	0.070	2,360	0.076	2,562	0.079	2,664	0.084	2,832
MS Track - Head (1)	0.056	1,888	0.061	2,057	0.066	2,225	0.071	2,394	0.076	2,562
MS Track - Asst (3)	0.040	1,349	0.045	1,517	0.050	1,686	0.055	1,854	0.060	2,023
Asst Varsity Baseball (1)	0.064	2,158	0.070	2,360	0.076	2,562	0.079	2,664	0.084	2,832
Asst Varsity Softball (1)	0.064	2,158	0.070	2,360	0.076	2,562	0.079	2,664	0.084	2,832

Base Salary: $33,716	Step	0	1	2	3	4
	Experience	0	1	2	3 to 5	= or > 6

Cheerleading:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
HS Football (1)	0.056	1,888	0.061	2,057	0.066	2,225	0.071	2,394	0.076	2,562
HS Basketball (1)	0.056	1,888	0.061	2,057	0.066	2,225	0.071	2,394	0.076	2,562
MS Football (1)	0.031	1,045	0.033	1,113	0.035	1,180	0.037	1,247	0.039	1,315
MS Basketball (1)	0.031	1,045	0.033	1,113	0.035	1,180	0.037	1,247	0.039	1,315

Performing Arts:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Instrumental Music Director (1)	0.109	3,675	0.119	4,012	0.129	4,349	0.139	4,687	0.149	5,024
Asst Marching Band Director (1)	0.067	2,259	0.073	2,461	0.079	2,664	0.085	2,866	0.091	3,068
Pep Band Director (1)	0.019	641	0.022	742	0.025	843	0.028	944	0.031	1,045
Band Aide (1)	0.020	674	0.023	775	0.026	877	0.028	944	0.031	1,045
Vocal Music Director - MS/HS (1)	0.049	1,652	0.052	1,753	0.055	1,854	0.058	1,956	0.061	2,057
HS Drama Director (1)	0.046	1,551	0.049	1,652	0.052	1,753	0.055	1,854	0.058	1,956
MS Drama Director (1)	0.036	1,214	0.039	1,315	0.042	1,416	0.045	1,517	0.048	1,618
Musical - Producer/Director (1)	0.067	2,259	0.073	2,461	0.079	2,664	0.085	2,866	0.091	3,068
Musical - Instrumental Director (1)	0.040	1,349	0.043	1,450	0.046	1,551	0.055	1,854	0.060	2,023
Musical Chorographer (1)	0.015	506	0.018	607	0.021	708	0.024	809	0.027	910
Elementary Choir Director(1)	0.031	1,045	0.034	1,146	0.035	1,180	0.037	1,247	0.039	1,315
Elementary Choir Accompanist (1)	0.008	270	0.011	371	0.014	472	0.017	573	0.020	674

School District Assistance:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Lead Teacher	0.024	809	0.027	910	0.030	1,011	0.033	1,113	0.036	1,214
Athletic Event Mgr (2 per season)	0.025	843	0.028	944	0.031	1,045	0.034	1,146	0.037	1,247

Club Advisors:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Senior Class Advisor (1)	0.015	506	0.018	607	0.021	708	0.024	809	0.027	910
Junior Class Advisor (1)	0.050	1,686	0.053	1,787	0.056	1,888	0.059	1,989	0.062	2,090
Sophomore Class Advisor (1)	0.012	405	0.015	506	0.018	607	0.021	708	0.024	809
Freshman Class Advisor (1)	0.012	405	0.015	506	0.018	607	0.021	708	0.024	809
HS Student Council (1)	0.026	877	0.028	944	0.030	1,011	0.032	1,079	0.034	1,146
MS Student Council (1)	0.026	877	0.028	944	0.030	1,011	0.032	1,079	0.034	1,146
ES Student Council (2)	0.014	472	0.016	539	0.018	607	0.020	674	0.022	742
HS Nat'l Honor Society (1)	0.026	877	0.028	944	0.030	1,011	0.032	1,079	0.034	1,146
SMD (1)	0.012	405	0.015	506	0.018	607	0.021	708	0.024	809

Other:	Index	Rate	Index	Rate	Index	Rate	Index	Rate	Index	Rate
Activity 2	0.012	405								
Activity 3	0.012	405								
Academic/Behavior Interventionist	0.181	6,103	0.191	6,440	0.201	6,777	0.211	7,114	0.221	7,451
Resident Ed Coordinator (1)	0.056	1,888	0.061	2,057	0.066	2,225	0.071	2,394	0.076	2,562
Resident Ed Mentor		700								

ARTICLE 37 - MASTER TEACHER/LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The purpose of the Local Professional Development Committee (LPDC) is to give teachers greater professional autonomy and responsibility for professional development and to shift control to individual teachers to allow for more self-directed freedom in making decisions about their teaching and learning, so students achieve higher standards in learning. The role of the LPDC is to evaluate the individual professional development plan (IPDP) submitted by each educator wishing to fulfill license renewal requirements.

An Individual Professional Development Plan (IPDP) is based on the needs of the educator, the students, the school, and the school district and must be submitted for approval to the LPDC for conversion to a license and for renewal of such license. These plans may be required to include the district-wide goals, such as "incorporating technology into the classroom".

The LPDC will consider applications for Master Teacher as interested employees apply. More information about the Master Teacher program may be found at:

http://education.ohio.gov/Topics/Teaching/Professional-Development/Master-Teacher

B. Scope of the Committee: The scope of the LPDC shall be district wide.

1. There shall be at least five (5) total members of any committee and in all cases, there shall be a majority of teacher members of any LPDC except as stated below in number 4.

2. The Association shall appoint all teacher members to the LPDC or any replacements to the committee, if vacancies occur and shall determine the length of the service (2 Years) of those representatives.

3. Other members of the LPDC shall be two (2) building administrators.

4. Licensures for any personnel excluded in Article 1, paragraph A., shall be governed by an LPDC sub-committee of three (3) people which shall include two (2) administrators and one LPDC member. Decisions of this sub-committee are final and are not subject to the full LPDC committee.

C. Frequency of Meetings: All meetings should be held at a time and place convenient to everyone and shall be decided by the LPDC and may not be held in such a way to impede the teacher's preparation time. The Committee shall meet five times a year or on an as needed basis.

D. Decision making: All decisions made by the LPDC shall be made by the majority of those present and permitted to vote.

E. Compensation: LPDC members will be compensated for their work on the committee in the form of or an additional meeting stipend for any committee activity beyond the regular workday or school year. Committee members shall be approved and reimbursed for all expenses incurred in pursuit of their LPDC duties.

F. Training: The Board of Education shall provide and pay for training and arrange for release time for LPDC members and alternates to attend training which is necessary for members and alternates to the LPDC to obtain the knowledge and skills required for the Committee's work.

G. The decisions of the LPDC may not contravene the language of the collective bargaining agreement and no waivers of contractual provisions shall be made other than the area of state certification requirements. (This would allow the LPDC to approve hours, CEUs and other appropriate activities for licensure). This waiver shall not be used to place teachers in areas outside their present licensure.

H. Refer to the LPDC handbook for appeal procedures. The LPDC's decisions on licensure for individuals, and the Association and LPDC members shall be held harmless.

I. The LPDC may enter into a collaborative county-wide group for the purposes of training LPDC members, circulating criteria, procedures, workshops/coordinating discussions, maintaining records of CEUs and providing acceptable programs and coursework for licensure.

1. The LPDC is not limited to such collaborative county programs, but may authorize and accept any other provider or program accredited to provide teacher training, licensure, work experience or CEUs.

2. Participation in such a collaborative may not contravene any portion of the collective bargaining except as expressed herein and only the LPDC approves programs for employees covered herein.

J. No LPDC member will be held responsible for any money transactions, for fees to be paid directly to the State Department of Education.

K. Application forms for renewal are the responsibility of the licensed employee making such applications and not any LPDC member. Knowing the expiration date and completing the necessary renewal paperwork is the responsibility of the licensed employee and not the LPDC member.

L. The Board shall set aside $5,000.00 per year for stipends, supplies, and any other expenses approved by the LPDC committee. This shall be in a separate account line of the General fund. Proper procedures as required by Board policy shall be followed for processing any funds (e.g.: requisition and purchase orders processed before any supplies ordered). Documentation for stipends and other member reimbursements shall be submitted to the LPDC chairperson and approved by the committee before submitting to the Treasurer's office for payment. Stipends include required deductions of board employees (e.g. Board contribution of STRS, worker's compensation, Medicare, etc.)

ARTICLE 38 - CHILDREN OF STAFF MEMBERS

A. The natural, step-children, or adopted children of staff members shall be permitted to attend the building of choice. Foster children are not included under this article.

B. Staff members will be required to complete Open Enrollment forms for the benefit of the District but will not be denied attendance by these procedures.

C. Children enrolled after Open Enrollment deadlines will be admitted per this article but will not be included for count of class size of Article 10.

D. Transportation of these children shall be the responsibility of the staff member/parent.

E. No custodial care of children shall interfere with the performance of the staff member/parent's contractual duties and responsibilities or the contractual duties and responsibilities of other employees of the Board.

ARTICLE 39 - INSURANCE COMMITTEE

The parties agree to work cooperatively to lower the overall cost of employee health insurance. To achieve that goal an insurance committee constituted of three (3) people chosen by the Superintendent and three (3) people chosen by the Association shall begin work immediately.

The Committee will meet at mutually agreed times as often as necessary to fulfill their purpose. Notes shall be taken at each meeting and distributed to all committee members prior to the next meeting.

The goal of the committee is to find ways to reduce the overall cost of employee health insurance while maintaining the current or comparable levels of coverage and services.

The committee has no authority to change any provision of the collective bargaining agreement or to change any insurance plan or specification currently in effect.

The committee shall produce a written recommendation to the negotiation teams of the parties as required by Article 31, paragraphs H and N. If both parties agree to make any change in the employee group insurance program as a result of the work of the insurance committee, such changes shall be contained in a Memorandum of Understanding and be attached to the Agreement.

ARTICLE 40 - DIRECT DEPOSIT

All certificated employees will be required to participate in direct deposit, and direct deposit notices will be available via the School District's Kiosk system.

ARTICLE 41 - BLENDED/ONLINE LEARNING

A. The Graham Education Association and the Board agree that interactive Blended/Online Learning can be a viable instructional option to improve the quality of instruction.

B. No bargaining unit positions shall be displaced by offerings of Blended/Online learning programs. No bargaining unit members shall be involuntarily transferred/reassigned to the Blended/Online learning programs.

C. A pilot program for Blended/Online electives will be developed and implemented. To include:

1. In April 2016 a list of possible blended/online elective courses to be posted for the 2016-2017 school year.

2. Teachers interested in participating in the pilot will apply to the High School principal within seven (7) days of the posting denoting which of the elective offerings provided by APEX they are interested in teaching.

3. Offerings will be for elective classes not currently being offered in the traditional setting at the High School.

4. Teachers who are interested in teaching in the pilot program are required to have more than five (5) years' experience in their licensed field and be rated skilled or accomplished in their most recent summative rating to teach the class.

5. Teachers must be licensed in the subject area to teach the elective.

6. If multiple teachers apply to teach the same elective the most senior teacher, based on district seniority, will be chosen.

7. A list of blended/online electives will be presented to students for scheduling in May, 2016 for the 2016-2017 school year for scheduling.

8. The five (5) classes per semester with the highest student enrollment will be chosen as the pilot classes.

9. Each online/blended elective class will have a minimum of 5 students and a maximum of 20 students for the class to be offered.

10. For the pilot year no more than five (5) elective classes per semester will be selected and offered.

11. Blended/online electives for the pilot will be delivered as semester long classes.

12. Classes will meet during the teachers planning time four (4) days per week.

13. During weeks with less than 5 days students will meet with teachers daily.

14. Teachers will be paid 1/8 of the Step 5 Bachelors 0 salary schedule, per year (prorated for semester) for teaching a blended/online elective in lieu of their planning time.

15. Technology will be provided in the teacher's classroom to accommodate for student learning and access the curriculum.

16. Teachers who commit to teaching blended/online electives will be offered one (1) full paid day of training (at the tutor rate per hour) by APEX staff prior to the start of the 2016-17 school year, additional training will be offered as needed.

17. Teachers who commit to teaching blended/online electives during this pilot are required to complete the year and participate in the evaluation of the pilot program throughout the year.

18. A committee lead by the Superintendent will meet during each quarter of the 2016-17 school year to evaluate the pilot program.

19. Prior to the end of the third quarter in the 2016-17 school year the pilot program committee will meet to determine the effectiveness, and an MOU will be developed if the program is to continue for the 2017-18 school year and beyond.

20. This pilot is not intended to replace any current course offerings or supplemental contracts.

ARTICLE 42 - SHARED STAFFING

Shared Staffing shall be defined as the duties and responsibilities of one specific teaching assignment being voluntarily shared equally by two employees which shall be identified as a team herein under for a specific length of time.

A. A teacher must have completed two (2) years of service in this District to be eligible to initiate a shared staffing assignment.

B. The teacher is responsible for finding the job-sharing partner; however, the building principal has the sole right to decide if the person meets the qualifications for employment.

C. An individual not in the employ of the Board who is hired for a job-share position must sign an agreement acknowledging that their employment shall be under a one-year limited contract that shall automatically non-renew at the end of its term without the necessity of Board action and without the need to comply with Ohio Revised Code Sections 3319.11 and 3319.111 or the non-renewal and discharge provisions of the Negotiated Agreement.

D. Shared Staffing assignments shall be limited to no more than two (2) current full-time teachers in any school year in any particular building. Priority for such assignment requests shall be given to teachers with greater district seniority.

E. Job sharing teachers who substitute teach will be paid at the rates set by the Board for substitute teachers until they have worked in that position for sixty consecutive days pursuant to RC 3319.10 at which time they will be placed and compensated (pro-rata) at the appropriate placement on the salary schedule.

F. Shared staffing shall not be implemented if it results in the avoiding the filling of a full-time position, to cover work of employees on RIF, nor to achieve a reduction in benefits.

G. All leaves and other privileges shall be in accordance with the appropriate provisions of the current Negotiated Agreement between the Graham Board of Education and the Graham Education Association and applicable statutes.

H. While in a shared staffing position, an employee will earn sick leave at the rate of 1.25 days per month.

I. Shared Staffing partnerships must last through the end of the school year.

The bargaining unit member with the greatest District seniority shall have the right to the fringe benefits provided for the position. There will be one medical insurance plan, one dental insurance plan, and one vision insurance plan available to the job sharing team. The teachers sharing the jobs can divide the different types of insurances, but no divisions can be made within the type of insurance coverage. The person not receiving the insurance benefits will have the opportunity to purchase the insurance at rates charged to the Board. Details of who will receive the insurance coverage must be made in writing on the form included herein at the time the request is made to the principal. If one of the teachers purchases the insurance, the treasurer must be notified by the first day of school.

Employees shall be paid their salary according to their placement on the salary schedule, pro-rated to the percentage of the full-time job for which they are contracted.

The teacher seeking a job share may begin the initial application process at any time; however, the intended partner must be interviewed approved and agree to the stipulations of the arrangement by April 15 of the year preceding the job share year. If the intended partner is not deemed acceptable in the opinion of the principal and superintendent, the requesting teacher must seek

another qualified applicant or agree to teach full time. If a suitable partner cannot be found or if a job share partner decides to WITHDRAW FROM his/her agreement to job share, an arrangement with a potential job share applicant must be finalized by June 30, unless the date is extended BY THE SUPERINTENDENT. If a suitable teaching partner is not contracted by June 30, the requesting teacher MUST be willing to teach full time. If a job share partner withdraws from on his/her agreement to job share after June 30 the requesting teacher MUST be willing to teach full time.

The job sharing team shall present a proposed teaching schedule, including all building responsibilities, to the appropriate building principal. While it may not be possible, efforts shall be made to make the teaching schedules and responsibilities as equal as possible. Members of a team shall not be assigned duties or responsibilities in excess of a regular full-time position. The principal shall approve the schedule. Both members of the team shall attend orientation day, in-service day, open house and system- scheduled parent conferences. Staff meetings will be attended by one member of the team, depending on when they are held (a.m. or p.m.) and that member shall inform the other member of the team of the meeting content.

The Board shall reinstate all eligible job-sharing members to full- time status to the position formerly being shared before hiring personnel from outside the district to fill a position for which the eligible job-sharing member has applied and is certificated/licensed.

J. At the conclusion of a shared staffing arrangement, the Board shall reinstate the employee with the greatest district seniority to the position formerly being shared, so long as the job-sharing member has applied and is certificated/licensed, before hiring personnel from outside of the district. If the other job-sharing member was a district employee prior to the job-sharing assignment, that member shall be eligible to assume full-time status in accordance with Article 14.

K. An employee denied a shared staffing assignment shall, upon request, have a conference with the Superintendent to review the denial.

L. The position of job sharing, if granted, is for the duration of one (1) school year; however, it may be extended for one (1) or more additional years with agreement of all parties.

M. The parties acknowledge that pursuant to Article 45 of the Negotiated Agreement, an individual not in the employ of the Board who is hired for a job-share position shall only be eligible for one-year limited contracts which automatically non-renew.

N. The parties therefore agree to the following clarification of Article 45, paragraph 3: Automatic non-renewal of one-year limited contracts for an individual not in the employ of the Board who is hired for a job-share position shall constitute a break in service.

O. The parties further acknowledge that an individual not in the employ of the Board who is hired for a job-share position shall under no circumstances be eligible to apply for continuing contract status.

NOTE: Forms located in Appendix

ARTICLE 43 - SURVEILLANCE

Use of cameras or any audio/video equipment shall only occur if the District and/or public law enforcement agency has probable cause to suspect potential criminal activity. The content of such recorded material shall not be used as a component in the observation and/or evaluation procedure as described in Article 15 herein.

Use of cameras or any audio/video equipment in a classroom for purposes other than suspected criminal activity (as defined in paragraph one of this article) shall only occur with the written notification one week in advance to installation of equipment of the classroom teacher and the GEA President and/or designee. The content of such written notification shall include the location placement of such equipment and the specific time period and stated purpose for which such equipment is contemplated being placed in the classroom. The content of such recorded material shall only be used for the specific purpose written and executed on the notification form.

Teachers will not be disciplined for misconduct based upon building surveillance video without first being given the opportunity to review the footage with a GEA representative present.

ARTICLE 44 - RE-EMPLOYMENT OF RETIRED TEACHERS

A teacher retired under Ohio STRS or any other retirement system (re-employed teacher) may be re-employed under the following conditions:

A. The determination to recommend re-employment of any individual will be at the sole discretion of the Superintendent, and such determination will not be subject to the Grievance process of the Collective Bargaining agreement.

B. Any contract for re-employment shall be for a duration of one (1) school year. The Superintendent may, at his sole discretion, recommend the re-employment of another employment contract.

C. Re-employed teachers will be evaluated annually.

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

E. The re-employed teacher will start with salary placement experience of zero (0) years and at the applicable level of education credit. The re-employed teacher will be advanced one (1) year on salary schedule above step zero (0) for each of the years of continuous re-employment service in the district. This provision and such salary and individual contract with a re-employed teacher supersedes ORC Section §3317.13 and all applicable laws.

F. The re-employed teacher will be eligible for Board paid health/medical/life and other insurances offered by the Board. There will be NO lapse of current individual insurances.

G. Re-employed teachers will be subject to RIF prior to any non-retired teacher.

H. Re-employed teachers will commence their employment with zero (0) days of accumulated sick leave and will earn one and one-quarter (1 1/4) days of sick leave per month. The district may advance a re-employed teacher up to five (5) days of sick leave, but he/she may NOT participate in the Sick Leave Donation Program.

I. Re-employed teachers are not eligible to participate in any retirement incentive program, nor are they eligible for severance pay.

J. Re-employed teachers are part of the bargaining unit and are covered by all terms and conditions of the negotiated agreement, except those specifically altered herein.

ARTICLE 45 - CREDIT FLEX

The Association and the Board recognize that the details of the credit flex policy will become available during the term of this agreement. Additionally, the Association and the Board recognize that the credit flex policy may require additional teacher responsibilities and/or assignments. Therefore, during the development of this policy and its requirements, the Association and the Board agree to work together cooperatively and develop Memorandums of Understanding, as necessary, that modify this agreement.

The Association and the Board agree to work collaboratively to come to consensus in a committee setting to revise Administrative Guidelines, to be completed by the end of the first quarter of the 2016-17 school year.

ARTICLE 46 - TEACHER LICENSURE AND RESIDENT EDUCATOR PROGRAM

The District will participate and follow the Resident Educator Program operated by the Ohio Department of Education. See http://www.ode.state.oh.us for additional information.

ARTICLE 47 - FAIR SHARE

The Association shall have the right to assess non-members a representation fee. These fees shall be assessed on all new hires and retired teachers re-employed per Article 47 of this agreement, regardless of the year in which the retired teacher was re-employed, for the 2010-2011 school year and continue thereafter. Effective July 1, 2015 and thereafter, all non-members of the Association shall be assessed a representation fee regardless of when he/she was employed. (Note: Both the association and the Board agree that this five (5) year term supercedes the three-year limit imposed by O.R.C. 4117.09 (E).

A. Payroll Deduction of Fair Share Fee

The board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. All fair share fee deductions will be made by the last pay in May.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about October 1 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after

the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

a. Sixty (60) days employment in a bargaining unit position, or

b. January 15th

2. Upon Termination of Membership during the Membership Year, the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

3. Transmittal of Deductions

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.

4. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with §4117.09 of the Ohio Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

5. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

D. Indemnification of Employer

The Union on behalf of itself and the OEA and NEA agrees to indemnify the employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The employer shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

2. The Union Shall reserve the right to designate counsel to represent and defend the employer;

3. The employer agrees to (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (2) permit the Union or its affiliates to

intervene as a party if it so desires, and/or (3) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;

4. The employer acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 48 - ASSAULT LEAVE

A. An employee who is absent due to a physical disability resulting from an unprovoked assault which causes physical injury to the employee which requires medical attention, and occurs in the course of Board employment while on duty on school grounds during school hours or when the employee's attendance at a school-sponsored function is required, shall be eligible to receive assault leave.

B. The employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration. The employee shall supply a signed statement on prescribed forms indicating the nature of the injury, the date it occurred, the identity of the individual(s) who assaulted the employee, and the facts surrounding the assault. Falsification of a statement is grounds for suspension and/or termination of employment.

C. Upon determination of eligibility by the administration, such leave not to exceed ten (10) working days shall be granted. The employee will be paid while on assault leave, and assault leave will not be charged against sick leave or other leave.

D. All fringe benefits applicable to the employee in force prior to the incident will continue per the negotiated agreement during the assault leave.

ARTICLE 49 - JURY DUTY

A. The Board of Education will ensure all employees against loss of pay due to a call ~~to~~ for jury duty.

B. Should a certified employee be called for jury duty, s/he shall immediately report same to the Supervisor or Superintendent. Certified employees called for jury duty shall be permitted to serve and will not be penalized in any way for doing so. They will receive full pay, if they endorse the check received from the court or pay the amount shown on their record slip within thirty (30) days of return from jury duty.

C. While on jury duty, certified employees are required to report daily their schedule for the following day, and must report to work when excused for a day or more or suffer loss of pay.

D. Certified employees must submit to their supervisor a record from the court of the number of days served.

ARTICLE 50 - AGREEMENT CLAUSE AND TERM

A. This contract contains the full and complete agreement between the Graham Board of Education and the Graham Education Association on all items negotiated for the period of July 1, 2016 through June 30, 2019 at 12:00 midnight.

B. Said items shall be considered part of the total agreement for the term of this contract. Neither party shall be required during the term of this contract to negotiate upon any issues, covered or not covered, unless mutually agreed.

SIGNATURES:

Accepted by:
Graham Board of Education

Stephen T. Selby

Matthew R. Curtis

Judith E. Gurss

Michael Fiddler

Accepted by:
Graham Education Association Team

Lisa Hickerson

Michelle R. W.

Jodi L. Kam

Claudine L. Roth

Jonathan A. Comer

Carolyn D. Traylor

Ratified by Graham Education Association on the 2nd day of May, 2016.

Ratified by the Graham Local Board of Education on the 16th day of May, 2016.

APPENDIX A
GRAHAM LOCAL SCHOOL DISTRICT SICK LEAVE DONATION PROGRAM

APPLICATION TO RECEIVE DONATED SICK LEAVE DAYS

I have exhausted all of my accumulated sick and personal leave and would like to request additional sick leave days from the sick leave donation program.

EMPLOYEE NAME_____

NUMBER OF DAYS BEING REQUESTED - 25 Days

Description of illness/injury_____

_____

Projected date of return to duty_____

Explanation of previous sick leave usage_____

_____

Any other pertinent information that can facilitate the determination as to whether or not such leave may be donated_____

_____

- You must attach a physician's statement as to the condition and need for additional sick leave that meets the requirements of the negotiated agreement.

Sick leave donations under this program will be limited to catastrophic or serious illness or injury of the employee or the employee's immediate family. Donated sick leave days can only be used after you have used all of your accumulated sick leave days and all possible advances of sick leave days. You may receive twenty-five (25) donated sick leave days annually between July 1 and June 30.

You are not eligible to receive donated sick leave days if you are receiving or are eligible to receive workers' compensation disability, other paid leave, disability retirement, or service retirement.

All decisions and determination of eligibility made by the administration in operating the program is final and binding and not subject to grievance or other action.

Employee Signature_____ Today's Date_____

This Area for Superintendent's Use Only

_____Request Approved _____Request Denied

Reason: _____

Superintendent's Signature_____Date_____

APPENDIX B
GRAHAM LOCAL SCHOOL DISTRICT SICK LEAVE DONATION PROGRAM

REQUEST TO DONATE SICK LEAVE

In accordance with estimated guidelines, I would like to donate sick leave days to another certificated staff member who has exhausted all of his/her accumulated sick leave.

DONATION OF SICK LEAVE DAYS FROM _____

DONATION OF SICK LEAVE DAYS TO _____

NUMBER OF DAYS BEING DONATED_____ (Maximum - 5 Days)

Acknowledgement
I understand that donated sick leave days cannot revert to the donor. All sick leave days donated to another employee remain credited to his/her accumulated sick leave.

_____ _____
Employee Signature Today's Date

********** This Area for Treasurer's Use Only

DONATED FROM		DONATED TO	
Employee Number		Employee Number	
S/L Balance before Deduction		S/L Balance before Addition	
No. of Days Deducted		No. of Days Added	
S/L Balance after Deduction		S/L Balance after Addition	
Date Deducted		Date Added	

APPENDIX C

TUITION REIMBURSEMENT FORM

A. The employee must submit the tuition reimbursement form in writing to the Superintendent fourteen (14) calendar days prior to the first class meeting of the course for which tuition reimbursement is sought, indicating the nature of the course being taken and other information pertinent to the approval decision. Participating individuals shall be reimbursed based on the following calculation:

$15,000		% an individual
Total cost of all	=	teacher will be reimbursed
Tuition submitted		for tuition cost (up to 100%)

B. Reimbursement shall only be made if both a receipt showing payment for tuition cost and proof of satisfactory completion of the course are presented to the Treasurer no later than August 1 prior to the scheduled payment date. Successful completion of work shall be defined as an A or B, or a P in a pass/fail course.

C. Payment will be made on or before September 30 for coursework ending on July 1st of the previous year to June 30th of current year. Payments will be made only to current employees of Graham Local Schools.

D. Reimbursement forms will be available in the central office.

EMPLOYEE/COURSE INFORMATION

Course ending July 1 _____ to June 30 _____

Employee Name_____

College/University_____

Course No. _____ Course Title _____ # Semester Hours _____

Course No. _____ Course Title _____ # Semester Hours _____

Course No. _____ Course Title _____ # Semester Hours _____

Start Date ___/_____/____ End Date _____/_____/_____ Tuition Cost Per Credit Hour $_____
(Use a separate form for different course start/end dates) (School fee schedule attached)

Employee Signature _____ Date Requested ___/_____/____

SUPERINTENDENT'S ACTION

Date Form Received _____/_____/_____ No. of Semester Hours Previously Approved _____

Semester Hours Requested _____ Approved ☐ Not Approved ☐

Superintendent's Signature _____ Date _____/_____/_____

For office Use Only
Date approval sent to employee ___/___/____ Date required reimbursement Documentation Received ___/___/____
(Paid receipt ☐ Proof of satisfactory completion ☐)

APPENDIX D

LEVEL 1 GRIEVANCE FORM

FORMAL GRIEVANCE PRESENTATION

(A single copy of which will be submitted to the Association, Superintendent and Principal by the aggrieved who will retain one (1) copy.)

AGGRIEVED_____ DATE OF FORMAL PRESENTATION _____

ASSIGNMENT_____ PRINCIPAL _____

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO AGREEMENT SECTION(S):

RELIEF SOUGHT:

HEARING REQUESTED: _____ YES _____ NO

_____
Signature of Aggrieved

Received by: _____
Name Time / Date

APPENDIX E

LEVEL 1 RESPONSE

DECISION OF PRINCIPAL

(To be completed by the Principal, who shall retain one (1) copy and deliver one (1) copy to the aggrieved, the Association and the Superintendent within five (5) days of Formal Grievance Presentation Hearing.)

AGGRIEVED_____ DATE OF FORMAL GRIEVANCE PRESENTATION _____

ASSIGNMENT_____ DATE OF FORMAL GRIEVANCE HEARING _____

DECISION OF PRINCIPAL AND REASONS THEREFORE:

DATE OF DECISION_____ _____
SIGNATURE OF PRINCIPAL

Aggrieved's Response (to be completed by aggrieved and one (1) copy returned to Principal, Association and Superintendent within five (5) days of the decision date.)

_____ I accept the above decision of the Principal

_____ I hereby appeal to the Superintendent on attached Form H.

DATE OF RESPONSE_____ _____
SIGNATURE OF AGGRIEVED

Received by: _____
Name Time / Date

APPENDIX F

LEVEL 2 GRIEVANCE FORM

REFERRAL BY AGGRIEVED TO SUPERINTENDENT

(To be completed by the aggrieved, who will retain a single copy and deliver one (1) copy to the Superintendent and the Association, within five (5) days of receipt of Form G.)

AGGRIEVED_____ DATE APPEAL DELIVERED TO SUPERINTENDENT _____

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATED TO AGREEMENT SECTION(S):

RELIEF SOUGHT:

HEARING REQUESTED: _____ YES _____ NO

_____
SIGNATURE OF AGGRIEVED

Received by: _____
Name Time / Date

APPENDIX G

LEVEL 2 RESPONSE

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent, who will retain one (1) copy and deliver one (1) copy to the aggrieved within five (5) days after the meeting, and one (1) copy to the Association and the Principal.)

AGGRIEVED_____ DATE HEARING HELD BY SUPERINTENDENT _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

DATE OF DECISION_____ _____

SIGNATURE OF SUPERINTENDENT

Aggrieved's Response (to be completed by aggrieved and one (1) copy returned to the Superintendent, Principal and the Association within five (5) days of the decision date.)

_____ I accept the above decision of the Superintendent.

_____ I hereby appeal to the Association on attached Form J.

DATE OF RESPONSE_____ _____

SIGNATURE OF AGGRIEVED

Received by: _____

Name Time / Date

APPENDIX H

LEVEL 3 GRIEVANCE FORM

ASSOCIATION RESPONSE TO DECISION OF SUPERINTENDENT

(To be completed by the Association within ten (10) days of receipt of Form I with a single copy delivered within that period to each of the following persons: The Board president, the Aggrieved, the Treasurer, the Superintendent, the Principal. An additional copy should be retained for reference.)

AGGRIEVED PERSON_____ DATE RESPONSE DELIVERED TO BOARD _____

OPINIONS OF ASSOCIATION AND REASONS THEREFORE

_____ The decision of the Superintendent is accepted.

_____ The attached grievance is hereby referred to Arbitration.

DATE OF RESPONSE _____ _____

SIGNATURE OF PRESIDENT OF ASSOCIATION

Received by: _____

Name Time / Date

APPENDIX I

GRAHAM LOCAL SCHOOL DISTRICT
JOB SHARING AGREEMENT

Employees: 1._____

2._____

The following agreement outlines the conditions and restrictions attached to a job sharing assignment shared between the above listed employees.

Position:

Time Allocations: Half time to each employee

_____ Will receive dental and vision insurance

_____ Will not receive dental and vision insurance

_____ Will receive medical insurance

_____ Will not receive medical insurance

Other Benefits: Each half time employee will receive a $50,000 term life insurance policy. Retirement, sick leave and other standard benefits will accrue to each employee as any other certificated/licensed employee.

Note: A part-time employee accrues "days" of sick leave. A contract day of absence (in this case .5 day) results in the use of one (1) "day" of sick, or other leave, as appropriate.

Tuition Reimbursement – 7½ quarter hours for each employee per year.

Other Conditions:

Day-to-Day Illness or Absence:

Each partner may substitute for the other partner – at substitute rate of pay – in the case of short-term illness or absence for other reasons.

Non-Renewal or Termination:

If either "partner" is non-renewed or terminated, the other "partner" must immediately assume full-time teaching duties.

Change in Family Status:

If a change in family status (death, divorce, marriage) occurs, no change in benefit allocation can be made without agreement with the "partners" and the Graham Board of Education.

Length of Agreement:

One year

Renewal Date:

This agreement may be renewed if all parties agree. This renewal must be executed by April 1 of the following year.

Contract:

The party asked to job share will be hired on a one-year limited contract which automatically non-renews. The non-renewal of the contract shall constitute a break in service. The party asked to job share will NOT be eligible to apply for a continuing contract.

Unforeseen Conditions:

The superintendent will have final authority over disputes or areas of concern not addressed in this Job Sharing Agreement, the Negotiated Agreement and/or applicable statutes.

The below listed parties agree with the conditions as specified above governing this job sharing assignment.

_____

Superintendent Date

_____

Job Sharing Applicant (Bargaining Unit Member at Time of Application) Date

_____

Job Sharing Applicant Date

APPENDIX J

GRAHAM LOCAL SCHOOLS
PERSONAL DAY STIPEND FORM

Name _____ Date _____

Job Position _____Building _____

I, _____, request my 3 unused personal days for the school year be paid to me as a $500 stipend in lieu of the days being transferred to my sick leave balance.

_____ _____
Signature of Employee Date of Signature

To Be Completed by Treasurer's Office

_____ Number of personal day's employee has

Superintendent Approval _____ Date _____

Treasurer Approval _____ Date _____

If personal day's stipend is denied:
Reason for denial of personal day's stipend _____

_____

_____

Superintendent Signature _____ Date _____

APPENDIX K

GRAHAM LOCAL SCHOOL DISTRICT
BYLAWS & POLICIES

POLICY 3220 - STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Graham Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

"OTES" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Graham Education Association.

The Superintendent, Treasurer and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Student Growth" – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

"Student Learning Objectives" ("SLOs") - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

A. accomplished;

B. skilled;

C. developing; or

D. ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development and respecting the diversity of the students they teach;

B. understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of learning and student achievement;

F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

G. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year.

B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs. The Superintendent may waive the third.

   A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every three (3) years, as long as the teacher's academic growth measure for the most recent school year for which data is available is average or higher.

A skilled teacher may be evaluated every two (2) years, as long as the teacher's academic growth measure for the most recent school year for which data is available is average or higher.

A teacher who isn't evaluated based upon the criteria listed above must receive at least one (1) observation and have at least one (1) conference with his/her evaluator.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

Pursuant to this policy and Board resolution, the Board shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one (1) formal observation.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

Formal Observation Procedure

A. The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation will be unannounced.

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.

C. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences (excused or unexcused) for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1. Teachers instructing in value-added subjects exclusively[1];

A2. Teachers instructing in value-added courses, but not exclusively[2];

C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.[3]

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

---

1 If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%) shall be based on the value-added progress dimension.

2 For these teachers, value added may be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

3 If used, only one (1) "shared attribution" measure can be utilized per instructor. When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the Appendix of the "District OTES Student Growth Measures Manual."

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

A. above;
B. expected;
C. below.

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."

C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

A. failing to complete all required written examinations under this section;

B. a failing score on a written examination(s) taken pursuant to this section;

C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or

D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations"- Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination, when the following has been demonstrated:

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Graham Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Graham Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226
R.C. 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)
Revised 8/5/13
Revised 1/27/14
Revised 10/13/14
Revised 12/17/14
Revised 6/29/15

VSP
Vision care for life

Your Vision Benefits Summary

Get the best in eyecare and eyewear with Graham Local Schools and VSP® Vision Care.

Using your VSP benefit is easy.

- **Register at vsp.com.**
  Once your plan is effective, review your benefit information.
- **Find an eyecare provider who's right for you.**
  The decision is yours to make—choose a VSP provider or any out-of-network provider. To find a VSP provider, visit **vsp.com** or call **800.877.7195**.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on **vsp.com**.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Primary EyeCare

As a VSP member, you can visit your VSP doctor for medical and urgent eyecare. Your VSP doctor can diagnose, treat, and monitor common eye conditions like pink eye, and more serious conditions like sudden vision loss, glaucoma, diabetic eye disease, and cataracts. Ask your VSP doctor for details.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like Anne Klein, bebe®, Calvin Klein, Flexon®, Lacoste, Nike, Nine West, and more[1]. Visit **vsp.com** to find a VSP provider who carries these brands.

Plan Information

VSP Provider Network: VSP Signature

Automatically get an extra $20 to spend when you choose a featured frame brand like Anne Klein, bebe®, Calvin Klein, Flexon®, Lacoste, Nike, Nine West, and more. Visit vsp.com to find a provider who carries these brands.

Benefit	Description	Copay
Your Coverage with a VSP Provider		
WellVision Exam	• Focuses on your eyes and overall wellness • Once every service year	$10
Prescription Glasses		$15
Frame	• $130 allowance for a wide selection of frames • $150 allowance for featured frame brands • 20% savings on the amount over your allowance • Once every service year	Included in Prescription Glasses
Lenses	• Single vision, lined bifocal, and lined trifocal lenses • Once every service year	Included in Prescription Glasses
Lens Enhancements	• Tints/Photochromic adaptive lenses • Polycarbonate lenses • Progressive lenses • Average savings of 35-40% on other lens enhancements • Once every service year	$0 $0 $50 - $160
Contacts (instead of glasses)	• $130 allowance for contacts and contact lens exam (fitting and evaluation) • 15% savings on a contact lens exam (fitting and evaluation) • Once every service year	$0
Additional Coverage	• Primary Eyecare	
Extra Savings	**Glasses and Sunglasses** • Extra $20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. • 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. **Retinal Screening** • No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam **Laser Vision Correction** • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor	

Your Coverage with Out-of-Network Providers

Visit **vsp.com** for details, if you plan to see a provider other than a VSP network provider

Exam	up to $50	Lined Trifocal Lenses	up to $100
Frame	up to $70	Progressive Lenses	up to $75
Single Vision Lenses	up to $50	Contacts	up to $105
Lined Bifocal Lenses	up to $75	Tints	up to $5

VSP guarantees coverage from VSP network providers only. Based on applicable laws, benefits may vary by location.

Visit **vsp.com** or call **800.877.7195** for more details on your vision coverage and exclusive savings and promotions for VSP members.

[1]Brands/Promotion subject to change.

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DELTA DENTAL

Delta Dental of Michigan, Ohio, Indiana QUALITY ISO 9001 CERTIFICATION

Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 5630-2000, 2001, 2099
Graham Local Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Nonparticipating Dentist
	Plan Pays	**Plan Pays**	**Plan Pays***
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	**100%**	**100%**	**100%**
Emergency Palliative Treatment – to temporarily relieve pain	**100%**	**100%**	**100%**
Sealants – to prevent decay of permanent teeth	**100%**	**100%**	**100%**
Brush Biopsy – to detect oral cancer	**100%**	**100%**	**100%**
Radiographs – X-rays	**100%**	**100%**	**100%**
Basic Services			
Minor Restorative Services – fillings and crown repair	**80%**	**80%**	**80%**
Endodontic Services – root canals	**80%**	**80%**	**80%**
Periodontic Services – to treat gum disease	**80%**	**80%**	**80%**
Oral Surgery Services – extractions and dental surgery	**80%**	**80%**	**80%**
Other Basic Services – misc. services	**80%**	**80%**	**80%**
Relines and Repairs – to bridges, implants, and dentures	**80%**	**80%**	**80%**
Major Services			
Major Restorative Services – crowns	**50%**	**50%**	**50%**
Prosthodontic Services – bridges, implants, and dentures	**50%**	**50%**	**50%**
Orthodontic Services			
Orthodontic Services – braces	**60%**	**60%**	**60%**
Orthodontic Age Limit –	**No Age Limit**	**No Age Limit**	**No Age Limit**

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year with no age limit.
- Benefits for bitewing X-rays are unlimited. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per three-year period for the occlusal surface of permanent bicuspids and molars up to age 14. The surface must be free from decay and restorations.

- Veneers are payable on incisors, cuspids, and bicuspids once per tooth in any five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.
- Occlusal guards are payable once in any three-year period.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $1,000 per person total per Benefit Year on all services except orthodontics. $1,000 per person total per lifetime on orthodontic services.

Deductible – $50 Deductible per person total per Benefit Year limited to a maximum Deductible of $100 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

Waiting Period – Employees who are eligible for dental benefits are covered on the date of hire.

Eligible People – All regular employees as determined by the employer, shall be eligible to enroll for dental coverage under this plan: Graham Local Schools (2000), Graham Local Schools 26 (2001) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (2099). The Contractor and Subscriber share the cost of this plan.

Also eligible at your option are your legal spouse, your dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried children to the end of the calendar year in which they turn 24 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue Code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible for coverage under this Contract, you may be enrolled together on one application or separately on individual applications, but not both. Your dependent children may only be enrolled on one application. Delta Dental will not coordinate benefits if you and your spouse are both covered under this Contract.

Benefits will cease on the last day of the month in which the employee is terminated.

APPENDIX N

Educational Purchasing Council - Graham
Blue Access® (PPO) - $300/$600 deductible
Effective October 1, 2015

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$300/$600	$600/$1200
Out-of-Pocket Limit (Single/Family)	$3000/$6000	$6000/$12,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	$20/$20	40%
• allergy injections (PCP and SCP)	No copayment/coinsurance	40%
• allergy testing	20%	40%
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products	20%	40%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Vision and Hearing screenings		
• Physician Home and Office Visits (PCP/SCP)	No copayment/coinsurance	40%
• Other Outpatient Services @ Hospital/Alternative Care Facility	No copayment/coinsurance	40%
Emergency and Urgent Care		
Emergency Room Services	$75	$75
• facility/other covered services (copayment waived if admitted)		
Urgent Care Center Services	$35	40%
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products	20%	40%
• Allergy injections	No copayment/coinsurance	40%
• Allergy testing	20%	40%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	40%
Blue 7.5		

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: • 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 180 days for skilled nursing facility	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	20%	40%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services unlimited visits in network/30 visits non-network (excludes IV Therapy) • Durable Medical Equipment, Orthotics and Prosthetics • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	20% 20% No Copayment/Coinsurance	40% 20% No Copayment/Coinsurance
Outpatient Therapy Services (Combined Network & Non-Network limits) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Cardiac Rehabilitation 36 visits • Pulmonary Rehabilitation 20 visits • Physical Therapy: 30 visits • Occupational Therapy: 30 visits • Manipulation Therapy: 12 visits • Speech therapy: 20 visits	 $20/$20 20%	 40% 40%
Accidental Dental	Copayments/Coinsurance based on setting where covered services are received	40%
Behavioral Health: Mental Illness and Substance Abuse[2] • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 20% 20% No copayment/coinsurance No copayment/coinsurance	 40% 40% 40% 40%

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	No copayment/coinsurance	50%
Prescription Drugs Administered by CVS/Caremark	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary
Lifetime Maximum	Unlimited	Unlimited

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Benefit period = calendar year
- Mammograms (Diagnostic) have no copayment/coinsurance up to the maximum allowable amount in network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.
- Private Duty Nursing – limited to 82 visits/Calendar Year.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.
3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Your Prescription Benefit Plan Copay Overview

Graham Local Schools - PPO **10/01/2015**

	CVS/caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	**CVS Caremark Mail Service Pharmacy** For long-term medications (Up to a 90-day supply)
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	**$12** for a generic prescription	**$24** for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	**$24** for a preferred brand-name prescription	**$48** for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	**$40** for a non-preferred brand-name prescription	**$80** for a non-preferred brand-name prescription
Refill Limit	None	None
Maximum Out-of-Pocket	$3,000 per individual / $6,000 per family	
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.		

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS/caremark retail network.

- Choose from more than 68,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,700 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS/caremark retail network.

Long-term medications are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose **one** of three easy ways to start using the CVS Caremark Mail Service Pharmacy:

1. Fill out and send in a mail service order form – use the one included in this welcome kit or print one at www.caremark.com
2. Visit www.caremark.com/faststart
3. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 after your benefits begin. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.
Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.
Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

7471-2PRTF-50_MOOP-0615

APPENDIX O

Educational Purchasing Council - Graham
Blue Access® (PPO) - $2000/$4000 deductible
Effective October 1, 2015

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$2000/$4000	$4000/$8000
Out-of-Pocket Limit (Single/Family)	$2000/$4000	$8000/$16,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	$20/$20	30%
• allergy injections (PCP and SCP)	No copayment/coinsurance	30%
• allergy testing	0%	30%
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products	0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Vision and Hearing screenings		
• Physician Home and Office Visits (PCP/SCP)	No copayment/coinsurance	30%
• Other Outpatient Services @ Hospital/Alternative Care Facility	No copayment/coinsurance	30%
Emergency and Urgent Care		
Emergency Room Services	$75	$75
• facility/other covered services (copayment waived if admitted)		
Urgent Care Center Services	$35	30%
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products	0%	30%
• Allergy injections	No copayment/coinsurance	30%
• Allergy testing	0%	30%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	0%	30%
Blue 7.5		

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: • 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 180 days for skilled nursing facility	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	0%	30%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services unlimited visits in network/30 visits non-network (excludes IV Therapy) • Durable Medical Equipment, Orthotics and Prosthetics • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	0% 0% No Copayment/Coinsurance	30% 0% No Copayment/Coinsurance
Outpatient Therapy Services (Combined Network & Non-Network limits) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Cardiac Rehabilitation 36 visits • Pulmonary Rehabilitation 20 visits • Physical Therapy: 30 visits • Occupational Therapy: 30 visits • Manipulation Therapy: 12 visits • Speech therapy: 20 visits	 $20/$20 0%	 30% 30%
Accidental Dental	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse[2] • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 0% 0% No copayment/coinsurance No copayment/coinsurance	 30% 30% 30% 30%

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	No copayment/coinsurance	50%
Prescription Drugs Administered by CVS/Caremark	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary
Lifetime Maximum	Unlimited	Unlimited

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Benefit period = calendar year
- Mammograms (Diagnostic) have no copayment/coinsurance up to the maximum allowable amount in network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.
- Private Duty Nursing – limited to 82 visits/Calendar Year.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.
3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Your Prescription Benefit Plan Copay Overview

Graham Local Schools - PPO **10/01/2015**

	CVS/caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	**CVS Caremark Mail Service Pharmacy** For long-term medications (Up to a 90-day supply)
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	**$12** for a generic prescription	**$24** for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	**$24** for a preferred brand-name prescription	**$48** for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	**$40** for a non-preferred brand-name prescription	**$80** for a non-preferred brand-name prescription
Refill Limit	None	None
Maximum Out-of-Pocket	$3,000 per individual / $6,000 per family	
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.		

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS/caremark retail network.

- Choose from more than 68,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,700 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS/caremark retail network.

Long-term medications are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose **one** of three easy ways to start using the CVS Caremark Mail Service Pharmacy:

1. Fill out and send in a mail service order form – use the one included in this welcome kit or print one at www.caremark.com
2. Visit www.caremark.com/faststart
3. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 after your benefits begin. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.
Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.
Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

7471-2PRTF-50_MOOP-0615

Educational Purchasing Council - Graham
Lumenos Health Savings Accounts
Effective January 1, 2016

Covered Benefits	Network	Non-Network
Deductible The single deductible does apply to family coverage. Network and Non-Network deductibles are combined.	Single: $2,600 Family: $5,000	Single: $2,600 Family: $5,000
Out-of-Pocket Limit	Single: $2,600 Family: $5,000	Single: $5,000 Family: $10,000
Physician Home and Office Services • Including Office Surgeries, allergy serum, allergy injections and allergy testing	0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams • Physician Home and Office Visits • Other Outpatient Services @ Hospital/Alternative Care Facility	No copayment/coinsurance	30%
Emergency and Urgent Care • Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) • Urgent Care Center Services	0% 0%	0% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	0%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: • 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 180 days for skilled nursing facility	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	0%	30%
Blue 7.5		

Covered Benefits	Network	Non-Network
Other Outpatient Services (Network/Non-network combined) including but not limited to: • Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. • Home Care Services unlimited in network visits/30 out of network visits (excludes IV Therapy) • Durable Medical Equipment and Orthotics • Prosthetic Devices • Prosthetic Limbs • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	0% 0% 0%	30% 0% 0%
Accidental Dental Services	0%	30%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) • Physician Home and Office Visits • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Cardiac Rehabilitation 36 visits • Pulmonary Rehabilitation 20 visits • Physical Therapy: 30 visits • Occupational Therapy: 30 visits • Manipulation Therapy: 12 visits • Speech therapy: 20 visits	 0% 0%	 30% 30%
Behavioral Health Services: Mental Illness and Substance Abuse[1] • Inpatient Facility Services • Physician Home and Office Visits • Other Outpatient Services @ Hospital/Alternative Care Facility	0%	30%
Human Organ and Tissue Transplants • Acquisition and transplant procedures, harvest and storage.	0%	30%
Prescription Drugs Administered by CVS/Caremark	See Your Prescription Benefits Summary	See Your Prescription Benefits Summary
Lifetime Maximum	Unlimited	Unlimited

Notes:

- All deductibles, copayments and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
- Deductible(s) apply to covered services listed with a percentage (%) coinsurance, including 0%.
- Network and non-network deductibles are combined. Network and non-network coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26.
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year.
- Wigs limited to 1 per benefit period.

1 We encourage you to review the Schedule of Benefits for limitations. .

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Your Prescription Benefit Plan Copay Overview

Graham Local Schools - H.S.A. 01/01/2016

Your plan is based on a combined deductible of medical and prescription claims. The deductible is the total "out of pocket" amount you must pay before your prescription benefit plan coverage will take effect. Your annual deductible is $2,600 for an individual or $5,000 for a family. **Until this deductible amount is met, you will pay 100 percent for your prescriptions.**

Once the deductible is met, your costs will be as follows:

	CVS/caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	**CVS Caremark Mail Service Pharmacy** For long-term medications (Up to a 90-day supply)
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	**$0 copay after the deductible is met** for a generic prescription (after deductible)	**$0 copay after the deductible is met** for a generic prescription (after deductible)
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	**$0 copay after the deductible is met** for a preferred brand-name prescription (after deductible)	**$0 copay after the deductible is met** for a preferred brand-name prescription (after deductible)
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	**$0 copay after the deductible is met** for a non-preferred brand-name prescription (after deductible)	**$0 copay after the deductible is met** for a non-preferred brand-name prescription (after deductible)
Refill Limit	None	None
Annual Deductible	$2,600 per individual / $5,000 per family	
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.		

Certain medications may require prior authorization or coverage through a CVS/caremark specialty pharmacy. Please contact customer care or go to www.caremark.com for additional information on these medications.

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS/caremark retail network.

- Choose from more than 68,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,700 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS/caremark retail network.

Long-term medications are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose **one** of three easy ways to start using the CVS Caremark Mail Service Pharmacy:

1. Fill out and send in a mail service order form – use the one included in this welcome kit or print one at www.caremark.com
2. Visit www.caremark.com/faststart
3. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 after your benefits begin. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.
Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.
Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

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