

Held DECEMBER 18

20 15

12-1-15

ROLL CALL

The Garaway Local Board of Education met in regular session on Friday, December 18, 2015, at 4:00 O'Clock P.M. in the High School Library. President Rob Coburn opened the meeting. Other members present were Bob Eckert, Dan Fearon, Dick Marshall, and Jim Parson.

12-2-15

APPROVAL OF AGENDA

Mr. Parson moved and Mr. Marshall seconded the motion to approve this meeting's agenda and items as presented and amended by the Superintendent.

Roll call on motion: Ayes: Eckert, Fearon, Marshall, Parson, and Coburn

12-3-15

ACCEPTANCE OF DONATIONS

Mr. Parson moved and Mr. Eckert seconded the motion to approve the following donations:

1. \$150 donation from Dave Thorndike for Fall Play lighting rental.
2. Donation from the Jarvis Foundation in the amount of \$1,000.00 for National Honor Society.
3. Donation to the Ragersville Library from Park Street Pizza in the amount of \$1,250.00.
4. Donation to Baltic Elementary from the Zion United Church of Christ in the amount of \$200.00 for needy families.
5. Anonymous donation to the Industrial Arts Club in the amount of \$100.00.

Roll call on motion: Ayes: Eckert, Fearon, Marshall, Parson, and Coburn

12-4-15

TREASURER'S REPORT

Mr. Marshall moved and Mr. Parson seconded the motion to approve the Treasurer's report as follows:

1. Approval of Minutes – Minutes from the November 9, 2015, regular meeting as recorded dispensing of reading pursuant to O.R.C.3313.26.
2. Approval of bills as presented for November and payment of bills with "Then and Now" certificates.
3. Approval of financial reports for the month ended November, 2015.
4. Quarterly Investments Report as of October 31, 2015.
5. New Fund: 019-920C Garaway Education Foundation Grant.

Roll call on motion: Ayes: Eckert, Fearon, Marshall, Parson, and Coburn

12-5-15

NEW BUSINESS

Mr. Parson moved and Mr. Marshall seconded the motion to approve the following items of new business:

1. Board member compensation for Calendar year 2016 set at \$70.00 with a maximum of 12 meetings. Members must attend one (1) meeting per month to receive that month's compensation.
2. Ohio School Boards Association membership renewal for calendar year 2015 at a cost of \$4,156.00 which includes the Virtual Transportation Supervisor.
3. Contract with the Ohio School Boards Association Legal Assistance Fund for Consultation Services pursuant to R.C. Section 3313.171 effective January 1, 2016, through December 31, 2016, at a cost of \$250.00.

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4. Memorandum of Understanding between the Garaway Teachers' Association and the Garaway Local School District Board of Education in regards to College Credit Plus.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GARAWAY TEACHERS' ASSOCIATION
AND
THE GARAWAY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

This Memorandum of Understanding is entered into this 18th day of December 2015, by and between the Garaway Teachers' Association, hereinafter referred to as the "Association" and the Garaway Local Board of Education, hereinafter referred to as the "Board"

WHEREAS, the Board of Education and the Association are currently parties to a negotiated agreement effective July 1, 2014 through June 30, 2017; and

WHEREAS, the parties desire to work collaboratively in consideration of educational option programs for the students within the District; and

WHEREAS, the Board of Education and the Association enter into this agreement for the implementation of House Bill 59 requirements to the College Credit Plus Program which replaces Ohio's Post-Secondary Enrollment Option and Dual Credit Option

NOW THEREFORE, the parties agree to the following:

College Credit Plus is a program in which college ready students, grades 7 - 12 may enroll in a college; and, upon successful completion of the college-level course, received transcripted credit from the college, which is reflected on the student's official college record. To be qualified to teach a college credit plus course, a bargaining unit member must be an adjunct professor at a college or university

- 1. To be qualified to teach a College Credit Plus course, a bargaining unit member must be an adjunct professor at a college or university. The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to Garaway teachers who are qualified to teach the course. Teachers who do not teach a cc+ will not be required to become credentialed for College Credit Plus.
2. Any evaluation done by the Higher Education institution of a bargaining unit member teaching a College Credit Plus class will not impact the teacher's individual Board approved teacher evaluation process.
3. Any teacher who teaches a course that qualifies for College Credit Plus shall be afforded, if required, a compensatory professional day to attend the participating institution of higher education to engage in planning with the cooperating college instructor outside regular contracted days. The professional leave compensatory day will be performed on

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school grounds at the end of the current semester. Other duties may be assigned on planned collegiate breaks.

- 4. The District shall adhere to the Ohio Revised Code and the ODE guidelines regarding College Credit Plus requirements.

This MOU represents the entire agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this MOU. There are no other terms, conditions or agreements relating to the subject matter herein aside from the provisions contained in this MOU. Any amendment to this MOU must be in writing and signed by both parties.

The Association and the Board acknowledge that this MOU is binding upon the parties. The parties acknowledge and agree that this MOU may be enforced, in the event of a breach through Article 3 - Grievance Policy and Procedure or in any court of competent jurisdiction. This MOU expires on June 30, 2017.

Garaway Teachers' Association

Garaway Local Board of Education

Scott Bardall, President

James Millet, Superintendent

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5. Memorandum of Understanding between the Garaway Teachers' Association and the Garaway Local School District Board of Education in regards to Garaway Virtual Academy.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GARAWAY TEACHERS' ASSOCIATION  
AND  
THE GARAWAY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of December 2015, by and between the Garaway Teachers' Association (hereinafter referred to as the "Association") and the Garaway Local Board of Education (hereinafter referred to as the "Board").

WHEREAS, the Board of Education and the Association are currently parties to a negotiated agreement effective July 1, 2014 through June 30, 2017, and

WHEREAS, the Board has established the Garaway Virtual Academy (hereinafter referred to as the "GVA"), and

WHEREAS, the parties desire to work collaboratively in consideration of educational option programs for students within the District; and

NOW THEREFORE, the parties agree to the following:

1. GVA will be utilized for the following
  - a. To provide an online curriculum for home schooled students.
  - b. To provide a credit recovery option for students who failed classes, were removed from classes due to disciplinary reasons, and/or because of serious illness.
  - c. To provide students' access to courses not offered by the District. (ex. Chinese)
  - d. Board approved Flex Credit Policy developed by the Ohio Department of Education.

The joint credit flexibility scheduling committee will consist of two teachers (selected by GVA), building principal, and director of student services with the school superintendent presiding over appeals.
2. GVA will not reduce the total number of bargaining unit members employed or the hours worked during the effective dates of this MOU which expires June 30, 2017. Reduction in bargaining unit member would follow contract policy on Reduction in Force procedures.
3. GVA class assignments shall be assigned to teachers by the Administration as any other section in their content area would be assigned within the regular scheduled work day.
4. GVA classes may be scheduled during or after the teacher work day. The teacher will not receive additional compensation if the class is scheduled during the work day. For digital classes that take place after the work day, the teacher shall be paid pursuant to Article 20.04 of the Negotiated Agreement for the time spent on instruction during the digital class.
5. For GVA positions that are scheduled outside of the work day, the positions will first be posted and then offered to Garaway certified teachers. The posting procedure is outlined in Article 12 of the Negotiated agreement.
6. Performance in relation to GVA duties shall not be used in the evaluation of a bargaining unit member's regular teaching contract. However, bargaining unit members who are awarded or assigned a GVA duty shall have their performance in evaluated for consideration of future GVA duties.

This MOU represents the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings, or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both parties.

The Association and the Board acknowledge that this MOU is binding upon the parties. The parties acknowledge and agree that this MOU may be enforced, in the event of a breach, through Article 5 - Grievance Policy and Procedure of the Negotiated Agreement. This MOU expires on June 30, 2017.

Garaway Teachers' Association

Garaway Local Board of Education

Scott Bardall, President

James Millet, Superintendent

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6. Contract with Ridgewood Local Schools Board of Education for admission of Garaway resident student receiving special education services during 2015/2016.
7. Agreement with the East Central Ohio Educational Service Center to provide Driver Education classes to eligible Garaway students at no cost to the district.
8. Kevin Roberts to be granted a monthly cellular telephone stipend in the amount of \$30 per month in accordance with Board Policy 7530.01 beginning January 2016.
9. Resolution determining implacability of transporting Easton Pope, Grade 2; Nadia Pope, Grade 1; and Braden Pope, Grade 1; to elementary school attended and granting payment in lieu of transportation in the amount of \$250 per child to their parent, Brenda Pope, for the 2015/2016 school year.
10. Sixth Grade Camp at Camp Piedmont September 26 – 28, 2016.
11. Resolution to Invoice Ohio Dept. of Education in the amount of \$1,909,552.50 for Garaway Local School District money lost to charter schools.

**Resolution to Invoice Ohio Department of Education for Past Charter School Deductions from State Funding**

*WHEREAS*, it is the statutory duty of Garaway Local School District Board of Education to deliver the educational programs and services to the school children of Garaway Local School District, and

*WHEREAS*, the members of Board are elected by the Garaway Local School Board of Education school community to ensure an effective, vibrant, and productive education system; and

*WHEREAS*, the elected Board of Education is responsible to the community, including taxpayers, parents, and other patrons, as well as the state, and

*WHEREAS*, the charter school community now extracts in the range of one billion dollars (\$1,000,000,000) ANNUALLY from public school districts across the State of Ohio; and

*WHEREAS*, local school district boards of education have no control of students, financing, educational programming and student outcomes of those who enroll in charter schools throughout the State of Ohio in metropolitan cities far outside of Garaway Local School District boundaries; and

*WHEREAS*, charter schools as a group in Ohio demonstrate low academic performance compared to traditional public schools; and

*WHEREAS*, fraud and corruption found by the Ohio Auditor of State in charter schools, reported repeatedly in the public media, has made Ohio the laughing stock of the nation, and

*WHEREAS*, Ohio has been dubbed the ‘Wild, Wild West’ in charter operations and accountability; and

*WHEREAS*, revenues given by the State of Ohio to Garaway Local School District were diverted by the State of Ohio Governor and the Ohio Department of Education to charter schools in the amount of \$1,909,552 over a period the period FY2002 – FY2016; and

*WHEREAS*, funding diverted to charter schools have cost Garaway students class offerings, teachers, educational support and enrichment opportunities, as well as other services; and

*WHEREAS*, funding diverted to charter schools cost the local taxpayer additional money by having to subsidize and replace monies lost to the charter school industry; and

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WHEREAS, the Garaway Local School District Board of Education has a fiduciary responsibility to the students and taxpayers of the District; be it therefore

RESOLVED, that the Board of Education authorizes the Superintendent and Treasurer of the District to invoice the Governor of the State of Ohio and Ohio Department of Education for all funds extracted from the Garaway Local School District for the charter school industry.

Adopted:

Robert Coburn, Board President

Robert Eckert, Board Vice-President

James Parson, Board Member

Richard Marshall, Board Member

Daniel Fearon, Board Member

Dr. James Millet, Superintendent

Sheryl Hardesty, Treasurer

**GARAWAY LOCAL SCHOOLS**

**INVOICE**

Invoice Date: December 18, 2015

Bill To:  
Ohio Department of Education

Company:

Invoice #	Amount
13 289	9,551.27
13 290	9,551.27
13 291	37,135.00
13 292	4,411.02
13 293	51,210.11
13 294	53,291.35
13 295	95,172.11
13 296	97,792.21
13 297	110,422.01
13 298	166,171.78
13 299	175,024.78
13 300	183,375.62
13 301	18,888.41
13 302	18,888.55
13 303	18,788.94
<b>TOTAL</b>	<b>\$1,909,552.50</b>

Please make all checks payable to Garaway Local School District  
If you have any questions concerning this invoice contact Sheryl Hardesty, Treasurer.

THANK YOU

Jill O'Connell, Treasurer  
Phone: (330) 822-2412  
Fax: (330) 822-2021  
Email: jhardesty@garaway.k12.oh.us

- 12. Bus Trip Allocations totaling \$33,250.00 for 2015/16.
  - 13. Establish per mile reimbursement trip rate for buses and vans for 2015/16: buses @ \$0.95/mile and vans @ \$0.73/mile for "inside" rate. "Outside" rate shall be \$1.45/mile for buses and \$1.59/mile for vans.
  - 14. The District will assume the cost for bus and van driver physicals as needed for certification effective January 1, 2016. This payment has been discontinued by the ECOESC.
  - 15. Approve AultWorks to conduct physicals for bus and van drivers as well as pre-employment drug testing of new bus drivers.
  - 16. Approve Occupational Medicine Center of Tuscarawas County to conduct random drug testing for bus drivers.
  - 17. Agreement between Medicaid Consultation and Billing with MSB Consulting Group and the Garaway Local Board of Education to recover Medicaid reimbursements for eligible students. There are no fees as the service is billed on a percentage of recovered funds.
- Roll call on motion: Ayes: Eckert, Fearon, Marshall, Parson, and Coburn

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12-6-15

EMPLOYMENT/PERSONNEL

Mr. Fearon moved and Mr. Marshall seconded the motion approving the Superintendent's recommendation regarding the following personnel matters:

1. Resignations 2015/2016
    - A. Phil Gebhardt as Girls Golf Coach effective November 13, 2015.
  2. Supplemental Contracts 2015/2016
    - A. Kynslie Thorndike – Spring Musical Director
  3. Supplemental Contracts 2016/2017
    - A. Bradley Nyholm – Boys Varsity Golf Coach
  4. Volunteers 2015/2016
    - A. Lucas Immel – Indoor Track
    - B. Charles Zobel – Indoor Track
    - C. Logan Hershberger – Wrestling
  5. Substitutes 2015/2016
    - A. Certified Teacher Substitute List from the East Central Ohio ESC for the month of December.
    - B. Classified Substitutes:
      - 1) Grant Willis – Custodian
  6. FMLA
    - A. Richard Zimmerman from November 17, 2015 – December 9, 2015.
  7. Mentors 2015/2016
    - A. Sherry Bichsel – Scott Winters
- Roll call on motion: Ayes: Eckert, Fearon, Marshall, Parson, and Coburn

12-7-15

EXECUTIVE SESSION

4:28 p.m.

Mr. Marshall moved and Mr. Fearon seconded the motion to adjourn to executive session for the purpose of:

1. Considering the appointment of a Public Official as authorized by O.R.C. 121.22 (G)(1).

No official action was taken.

5:31 p.m.

Mr. Marshall moved and Mr. Eckert seconded the motion to exit the executive session.

Roll call on motion: Ayes: Eckert, Fearon, Marshall, Parson, and Coburn

12-8-15

ADJOURNMENT

Mr. Fearon moved and Mr. Marshall seconded the motion to adjourn the meeting.

Roll call on motion: Ayes: Eckert, Fearon, Marshall, Parson, and Coburn

ATTEST

Sheryl Hardisty  
Treasurer

Robert Allen  
President