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PROFESSIONAL NEGOTIATIONS AGREEMENT

Between

GIBSONBURG EXEMPTED VILLAGE BOARD OF EDUCATION

AND

GIBSONBURG TEACHERS ASSOCIATION

EFFECTIVE AUGUST 25, 2025 THROUGH AUGUST 24, 2028

GIBSONBURG EXEMPTED VILLAGE SCHOOLS
GIBSONBURG, OHIO

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GIBSONBURG EXEMPTED VILLAGE SCHOOLS

Gibsonburg, Ohio

ARTICLE 1 - RECOGNITION

The Gibsonburg Exempted Village Board of Education, hereinafter "Employer" or "Board," recognizes the Gibsonburg Teachers Association (GTA)/Ohio Education Association (OEA)/Northwestern Ohio Education Association (NWOEA)/National Education Association(NEA), hereinafter the "Association" or "GTA," as the sole and exclusive bargaining representative for the purposes of bargaining as defined in Chapter 4117 of the Ohio Revised Code (ORC), for employees specified in this Article.

The GTA shall be the exclusive negotiating agent for all professional fulltime and part time certificated/licensed teachers within the unit performing bargaining unit work, under contract and on leave, presently employed or who will be employed by the Board during the term of this Agreement. Specifically included personnel shall include classroom teachers, special area teachers, guidance counselors, librarians, media specialists, department chairs, and fulltime certificated/licensed substitute teachers who work in a particular position for thirty (30) consecutive days and/or one hundred (100) days in a school year in the recognized group (GTA). The Board and the Association agree that the employees specified in this paragraph have the right to join or not join any collective bargaining organization.

A new employee hired exclusively for the purpose of replacing another bargaining unit member while such bargaining unit member is on a leave of absence granted by the Board, or for the purpose of filling any opening determined by the Board of Education to be the result of a regular bargaining unit member being granted a leave of absence, shall be employed under a "replacement" contract. Such contract shall be automatically non renewed at the conclusion of the contract, when the teacher on leave returns, or at the end of one (1) year, whichever is sooner. An employee serving on a replacement contract shall be exempt from fair share fees and shall have no right to reemployment or reassignment and none of the rights available to other bargaining unit members with regard to evaluation and/or nonrenewal.

Excluded from the bargaining unit are the following: Superintendent, assistant superintendents, principals, assistant principals, supervisors, directors, Dean of Students, certified/licensed school nurses, coordinators, administrative assistants, confidential personnel, and casual and seasonal personnel, all management level employees, any other administrators employed pursuant to ORC Section 3319.02, all other employees excluded by Chapter 4117 of the Ohio Revised Code, and all non certificated personnel who are presently employed and may be employed in the future and are either paid on salary, by the hour, by the day, or by contract payment.

ARTICLE 2 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. **Scope of Bargaining** Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment, and the continuation, modification or deletion of any existing provision of a collective bargaining agreement.

B. **Submission of Issues** Negotiations for a successor contract may be initiated by either party by serving notice in writing on the other party on or after March first of the year in which said Agreement expires. A mutually convenient meeting date shall be set not more than fifteen (15) days following such notification unless all parties agree to a later date. The parties shall exchange complete and specific written proposals for negotiations at the first negotiation meeting and no item shall be added to the agenda for negotiations after this exchange unless the parties agree to do so.

C. **Negotiations Teams** The Board of Education and the GTA shall be represented at all negotiations meetings by a team of negotiators, not to exceed five (5) members each. Neither party in any negotiations shall have any control over the selection of the negotiators or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

D. **Consultants** The parties may call upon professional and lay consultants to assist in all negotiations provided that, during all negotiating meetings between parties, such consultants shall attend only as observers. (Consultants may assist in negotiations with the agreement of both parties.) The expense of such consultants shall be borne by the party requesting them.

E. **Negotiation Meetings** The Superintendent or his/her designated representatives shall meet at reasonable times with representatives of the recognized teacher organization for the purpose of effecting a free exchange of facts, opinions, proposals, and counter proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession. Gibsonburg Teachers Association shall be entitled to up to two (2) days of negotiations per GTA member and will be conducted during the regular school day. These days are excluded from Article 18. Additional negotiations days may be conducted during the school day upon agreement of the parties. Audio/video recording of any type is prohibited.

F. **Caucus** Upon the request of either party, the negotiation meeting shall be recessed for one (1) hour to permit the parties to caucus. The parties may mutually agree to extend the time for caucus.

G. **Exchange of Information** The parties agree to furnish each other, upon written request, all available information pertinent to the issues under negotiations.

H. **Press Releases** Negotiations shall not be conducted through the media or social media. There shall be no press releases during the course of negotiations, except by mutual consent of the parties unless and until impasse has been declared, at which point either party may issue progress reports to the public if such release has been served on the other party prior to release.

I. **Agreement** As consensus is reached on items being negotiated, the understanding of the parties shall be reduced to writing and shall be initialed by both parties. When agreement has been reached on all items, the Tentative Agreement shall be submitted to the membership of the Gibsonburg Teachers Association for ratification. If ratified, said Agreement shall then be submitted to the Board of Education for its consideration. If approved by the affirmative vote of a majority of the full Board, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

J. **Disagreement** - When either party calls for the selection of a mediator, such party shall request the Federal Mediation and Conciliation Service, or a mutually agreeable mediation service, to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service or similar agency or organization. The individual selected to be the mediator shall not reside nor shall he/she have resided within the Gibsonburg Exempted Village Local School District, nor shall the individual selected be or have been a member of OEA/NEA. The mediator shall meet with both parties either jointly or separately and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. In the event there are costs and expenses for such services, the cost shall be shared equally by the Board and the GTA.

The parties agree that the dispute resolution procedure established by this Agreement shall supersede that provided in ORC Chapter 4117.

If agreement is not reached after mediation and the professional negotiations agreement between the parties has expired, the Association shall have the right to exercise the rights afforded it in ORC 4117.14 (D)(2).

K. **Action by the Board** Within thirty (30) days from the time of the meeting or meetings provided for in Sections I and/or J above, the Board shall take action upon the recommendation(s) submitted. Such action shall become a part of the

official minutes of the Board. If the Board has not assured itself that it has before it all data and supporting information needed to intelligently arrive at a decision thereon, it shall make every reasonable effort to secure consultant services before taking action upon said recommendations provided such consultation services are taken within the thirty (30) day time limit stated above.

L. **Final Form** As soon as practicable following ratification of a Certificated/Licensed Fulltime and Part-time Teaching Personnel Negotiations Agreement, the Agreement shall be provided digitally by the Board of Education and distributed to all personnel covered by the Agreement. GTA members shall be permitted to copy the Agreement if desired. The Board of Education and the Association shall furnish copies of the ratified Agreement to all organizations who may legally be required to have such copies.

M. **Non-Discrimination** The Board and Association agree not to discriminate against any bargaining unit member with respect to wages, hours, terms and/or conditions of employment because of such bargaining unit member's race, color, religion, sex, sexual orientation, age, national origin, disability, and/or ancestry. Due to the availability of other adequate legal remedies for allegations of unlawful discrimination, such allegations shall not be subject to the grievance procedure contained in this Agreement. The Board shall not discriminate against any bargaining unit member on the basis of his/her membership or nonmembership in the Association.

N. **In-Term Negotiations Process** Items covered in the written Agreement are not subject to further negotiation or modification during the period covered by the Agreement and may be altered, added to, deleted from, or modified only through voluntary mutual consent of both parties. Matters previously unforeseen and/or not negotiated which may arise during the course of this Agreement and which relate directly to the hours, wages, terms and conditions of employment or affect wages, hours, terms and conditions of employment shall be discussed by the Board through its representative with an appropriate representative of the Association in an effort to reach a mutual agreement and/or understanding of any proposed changes prior to Board of Education action. Nothing contained herein shall prohibit the Board of Education from exercising its rights under Chapter 4117 of the Revised Code.

ARTICLE 3 - NO STRIKE CLAUSE

The GTA will not engage in a strike against the Gibsonburg Board of Education during the life of this Agreement.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Insomuch as the Association is recognized as the sole and exclusive bargaining agent of the professional staff, the Board recognizes that, in order to effectively represent and communicate with the Association members, certain rights are necessary. The Board therefore authorizes the Association the following:

1. The use of the facilities of any building for meetings, without fee. Upon request of the Association, the building administrator shall set, with the Association representative, a time and place for meeting(s) so that such meeting(s) do not interfere or compete with any previously authorized activity in said building.

2. The use of individual school equipment, including typewriters, calculators, duplicating equipment, public address systems equipment, all types of audiovisual equipment, school computers and/or any other equipment purchased by the District, with the approval of the building administrator and/or Superintendent of schools. The use of any duplicating and typing paper, duplicating masters and stencils will be supplied by the Association. Any negligent misuse of equipment shall be the liability of the GTA. Individual bargaining unit members may use the District's e-mail and have Internet access, subject to the Board's Internet and Computer Utilization Policy. All employees understand that there is no expectation of privacy in using either the District's e-mail or Internet access.

3. The use of one (1) bulletin board in the teachers' workroom in each of the high school, middle school, and the elementary school buildings.

4. The use of teachers' mailboxes for the distribution of notices, circulars, and/or other materials to members of the bargaining unit.

5. The use of time at the end of faculty meetings, if requested, so that the Association representative may make announcements. A request for time will be presented to the principal twenty-four (24) hours prior to the meeting. Emergency exceptions may be made.

6. Notification of any regular or special Board meeting in accordance with the directives of the "Sunshine Law". Such notification shall be made to the building representatives by the normal process of public notification. The Executive Committee of the Association shall be provided a copy of the Agenda no less than twenty-four (24) business hours in advance.

7. A list of all current certificated/licensed teachers of the bargaining unit by the 20th of August of each year including names and addresses of newly employed certificated/licensed teachers following Board approval of their contracts.

B. **Access to Members of Bargaining Unit** Duly authorized representatives of the Association and their respective affiliates, after reporting their presence in the building to the office of the building administrator, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

C. **Board Meetings** The Association shall have the right to speak at each regular and special Board meeting in the "Public Presentations" section of such Board meeting which shall take place prior to the conducting of any business. This provision shall not apply to such special Board meetings at which no public presentations are scheduled. Prior to the meeting, a representative of the Association shall notify the Superintendent of his/her intent to speak and the nature of the topic to be addressed. To the extent permitted by law, items relating to specific personnel shall be addressed in executive session.

D. **Fair Share Fee** **RESERVED** The Gibsonburg Exempted Village Schools Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the GTA/NWOEA/OEA/NEA or such lesser fee as may be deemed necessary by the OEA Executive Director in light of applicable law from the pay of all bargaining unit members who elect not to become members of same or who elect not to remain members.

The Treasurer of the Board shall, upon notification from the Association that member has terminated membership, commence the checkoff of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction or such lesser fee as may be deemed necessary by the OEA\Executive Director in light of applicable law.

Payroll deduction of such fair share fees shall begin at the first payroll period after January 15 except that no deductions shall be made for newly hired bargaining unit members until the second paycheck, which period shall be the required probationary period for newly employed bargaining unit members.

Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

Upon timely demand, nonmembers may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such nonmembers may submit such appeals as provided by law.

Implementation of this fair share fee provision shall begin in the 1991-92 school year by bargaining unit members who have elected not to be members of the Association; the Association agrees to notify all such nonmembers of their right to become members of the Association during the month of September.

Nevertheless, the amount to be deducted from the pay of all non-association members shall be the full dues of the United Education Profession or such lesser fee as may be deemed necessary by the OEA Executive Director in light of applicable law, unless the deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

The Association (on behalf of itself and the OEA and NEA) agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision and the dues deduction provision of the contract provided that:

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

2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to 1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, 2) permit the Association or its affiliates to intervene as a party if it so desires, and/or 3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

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

ARTICLE 5 - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all rights now or hereinafter identified in ORC 4117.08, and the following rights:

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. To direct, supervise, evaluate or hire an employee;

3. To maintain and improve the efficiency and effectiveness of governmental operations;

4. To determine the overall methods, process, means or personnel by which governmental operations are conducted;

5. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;

6. To determine the adequacy of the workforce;

7. To determine the overall mission of the employer as a unit of government;

8. To effectively manage the workforce;

9. To take actions to carry out the mission of the public employer as a governmental unit.

The exercise of these rights shall be limited only by the terms of this Agreement. This Agreement, reserving these rights, shall prevail over any state laws and/or regulations, local government ordinances and/or resolutions to the contrary, except where specifically prohibited by state law.

ARTICLE 6 - PROFESSIONAL ETHICAL BEHAVIOR

All certificated/licensed personnel and the Board of Education shall follow the Ohio Department of Education Licensure Code of Professional Conduct and the Code of Ethics of their respective organizations including the obligation to:

1. Conduct professional business through proper channels, which includes honest effort at every level to bring about mutual understanding before proceeding to the next level with a concern.

2. Refrain from discussing confidential and official information with unauthorized persons.

3. Refrain from public criticism of members of the Gibsonburg Exempted Village School System.

4. Restrict criticism to a constructive posture and, wherever possible, offer a positive alternative to the accomplishment of the goals and/or responsibilities of the criticized practice or individual.

5. It is the objective of the Board and the Association to maintain the highest standards of public service and professionalism which are to be fostered by the establishment of a Dialogue With The Board Committee.

   The purpose of this committee is to provide a means for continuing communication between the parties and for promoting a climate of constructive employer-employee relations. This committee shall meet the third Wednesday in February and additional meetings may be scheduled at the request of either party. Each party may appoint up to seven (7) representatives for this committee.

   Nothing contained within this section shall be construed as abridging or limiting an individual's constitutional, legislative, or administrative rights.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Introduction

Grievance Policy The Gibsonburg Exempted Village Board of Education recognizes that, in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers, and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

B. Definitions

1. Grievance Defined A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the negotiations agreement between the Gibsonburg Teachers Association and the Board of Education.

2. **Filing a Grievance** A grievance may be lodged by an allegedly aggrieved teacher or by the Gibsonburg Teachers Association as a class action where two (2) or more teachers are directly affected by the alleged grievable act.

3. **Party In Interest** This refers to the person filing the grievance and any person(s) who might be required to take action or against whom action might be taken to resolve the grievance.

C. Initiation and Processing

1. **Level One** Any teacher having a grievance shall first discuss such grievance with the appropriate superior with the objective of resolving the matter informally at the lowest possible level. This is the ideal level for solving a grievance.

2. **Level Two** If the discussion does not resolve the grievance to the satisfaction of the teacher, such teacher shall have the right to lodge a written grievance with such teacher's building principal. If such grievance is not lodged within fifteen (15) teacher working days following the act or condition which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall be on a standard form (see Appendix A) supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, the date the grievance occurred, the specific article(s) and section(s) of this Agreement which is alleged to have been violated, the relief sought, and the grievant's signature. A copy of such grievance shall be filed with the Superintendent and the Association. The teacher shall have a right to request a hearing before the building principal. Such hearing shall be conducted within five (5) working days after the receipt of such request unless the parties mutually agree to extend the timeline. The aggrieved teacher shall be advised in writing of the time, place, and date of such hearing and shall have the right to be represented at such hearing by a representative of the Gibsonburg Teachers Association, the Ohio Education Association, or any full time employee of the Gibsonburg Exempted Village Board of Education. The building principal shall take action on the written grievance within five (5) working days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing unless the parties mutually agree to extend the timeline. The action taken and the reasons for the action shall be reduced to writing and copies sent to the teacher and the Superintendent. Failure of the building principal to communicate the decision in writing on a grievance within the specified timeline shall permit the alleged grievant to proceed to the next step.

3. **Level Three** If the action taken by the building principal does not resolve the grievance to the satisfaction of the teacher, such teacher may appeal in

writing to the Superintendent unless the parties mutually agree to extend the timeline. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request unless the parties mutually agree to extend the timeline. The grievant shall have the right to be represented at such hearing by a representative of the Gibsonburg Teachers Association, the Ohio Education Association, or any full time employee of the Gibsonburg Exempted Village Board of Education.

The Superintendent shall take action on the appeal of the grievance within five (5) working days after receipt of the appeal, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing unless the parties mutually agree to extend the timeline. The action taken and the reasons for the action shall be reduced to writing and copies sent to the teacher and the building principal. Failure of the Superintendent to communicate the decision in writing on the grievance within the specified timeline shall permit the alleged grievant to proceed to the next step.

Association grievances shall be filed initially at this level.

4. **Level Four** If the Association is not satisfied with the disposition of the Superintendent or if no disposition has been made within the above stated time limits, the Association may submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. Such filing shall take place within five (5) working days of the receipt of the Superintendent's decision unless the parties mutually agree to extend the timeline. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Services in accordance with its rules, which rules shall likewise govern the arbitration proceeding.

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

The question of arbitrability of a grievance may be raised at a hearing of the grievance before an arbitrator on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the question of arbitrability is raised to the arbitrator, the first question to be decided by the arbitrator shall be whether or not

the grievance is arbitrable. If the arbitrator finds that the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument or submission of final briefs.

Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitration, excluding legal fees, shall be paid by the loser of the grievance. Fees and expenses of the arbitration is defined as the fees of the arbitrator, the cost of the court reporter's fees, but not the cost of the transcript of the requesting party. The parties will split the cost of the venue for the arbitration of one is mutually agreed upon. In the event that there are multiple issues decided by the arbitrator and both parties prevail on at least one (1) issue, then it will be the responsibility of the arbitrator to select a "loser" in accordance with this paragraph. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

D. Miscellaneous Procedures

Scheduling Sessions It will be the practice of all parties in interest to process alleged grievances after the regular work day has ended or at other times which do not interfere with assigned duties. However, upon mutual agreement among the alleged aggrieved, representative of the grievant, and the Superintendent, the alleged grievant and representative may be released from assigned duties without loss of pay.

INDIVIDUAL RIGHTS

ARTICLE 8 - CONTRACTS

A. All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed. Supplemental Contracts shall provide the total amount of compensation to be paid prior to the start of the supplemental duty.

B. Teaching contracts shall be granted as follows, if renewed:

1. Two (2) one year contracts, followed by eligibility for,
2. either a one or two-year, followed by a two-year or three-year respectively,
3. three year contracts thereafter.

C. Teachers eligible for a continuing contract status (tenure) shall be those teachers qualified as to certification/licensure, who within the last five (5) years have taught for at least three (3) years in the District, and those teachers who, having attained

continuing contract status elsewhere, have served two (2) years in the District. Teachers must have held an educator license for at least seven (7) years. Teachers who have not attained continuing contract status as provided in this section are on limited contract status (nontenured).

D. Teachers eligible for a continuing contract, as set forth in Section C of this Article, may request consideration per Section E below, to be granted a continuing contract if either the teacher will be in any year of a multi-year contract or at the end of any contract. Teachers with multi-year contracts making such a request waive the balance of their multi-year contract if granted a continuing contract. The Board shall grant the teacher(s) a continuing contract in accordance with the Ohio Revised Code or shall take such other actions as provided by law and the collective bargaining agreement.

E. Teachers requesting continuing contract must have one (1) of the following:

1. A professional, permanent, or life teacher's certificate;

2. A professional educator license and have completed the applicable one (1) of the following:

   a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

   b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

Teachers may request consideration for tenure in writing to the Superintendent by October 1. Teachers must also meet other requirements established by law or application for same on file with the Superintendent. Teachers who request consideration for tenure will be fully evaluated during the contract year in which they request consideration for tenure. Tenure contracts, if recommended by the Superintendent, will be voted on at the May Board meeting. The Superintendent will schedule a meeting with the teacher in April prior to the May Board meeting to discuss the bargaining unit member's application for continuing contract. A member may withdraw his/her continuing contract application after the meeting and by May 1.

F. Supplemental contracts shall be only a year in duration.

G. Any suspension, nonrenewal, or termination of contract shall be done in accordance with existing Ohio Revised Code.

ARTICLE 9 – EVALUATION

A. OTES 2.0 All teachers will be evaluated, per the negotiated contract, using the Ohio Department of Education evaluation tool, OTES 2.0. The assessment cycle will be determined by the teachers last formal assessment. All new teachers to the district will be evaluated in their first year in the district.
    a. Self Assessments will be completed in September by Teachers who did not have a full evaluation done the previous year.
    b. Professional Growth Plans will be completed by all teachers by October 1st.
        i. Teachers will have two goals.
    c. All teachers will be required to identify two instruments of highly-qualified student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include value-added as one source of HQSD. Assessments previously used in OTES 1.0 may be deemed acceptable if HQSD worksheet criteria is also met. If a teacher receives more than one subject area value-added report, the Teacher may select one as HQSD or a composite of the two areas, as one HQSD.
        i. All HQSD instruments must be approved by the credentialed evaluator by completing the HQSD worksheet. All HQSD submissions shall be prior to October 1st. HQSD instruments requiring revisions shall include notification to the Teacher no later than October 15th. All final HQSD submissions and approvals shall be completed no later than October 31st.
        ii. If using vendor assessments as HQSD, all related teaching, student, and other educational materials shall be purchased by the district, and all affected staff shall be trained and provided ongoing support on the utilization of the assessment program.
    d. Teachers currently up for a full evaluation cycle are required to participate in all components of the OTES 2.0 framework.

        i. Pre-Conference
            1. A pre-conference will be held for each formal holistic observation within three working days prior to the observation in order for the teacher to explain plans and objectives for the class to be observed.

2. Teachers may opt to fill out the pre-conference questions in lieu of an in-person pre-conference prior to the formal holistic observation.

ii. Observations
    1. Formal observations will not be scheduled the first week of the school year, the day before or after the following: a school holiday, administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.
    2. Formal holistic observation
        a. Teachers will participate in ONE announced formal holistic observation
            i. <u>Observation</u>
                1. The evaluator will observe an entire class period or lesson for a minimum of thirty continuous minutes.
                2. There shall be at least six weeks between the formal and focused observations for teachers on an Improvement Plan and at least four weeks between observations for all other teachers.
                3. During the classroom observation the evaluator documents specific information related to teaching and learning.
                4. The evaluator will analyze each observation using the teacher performance evaluation rubric.
            ii. <u>Post Conference</u>
                1. The teacher will participate in a post conference within 10 days of the formal holistic observation.
                2. The evaluator and teacher will identify a focus area(s) for the formal focused observation that will be completed later in the year.
            iii. <u>Classroom Walkthroughs</u>
                1. Teachers will participate in TWO announced classroom walkthroughs
                2. Each walkthrough shall consist of a maximum of 15 consecutive minutes.

Teachers will receive notice of walkthrough no less than two (2) days prior to the walkthroughs
3. The evaluator may collect evidence on any focus area during the walkthrough.
4. Teachers will be provided feedback in writing within 5 days of the walkthrough.

3. Formal focused observation/emphasis on focus area(s)
    a. Teachers will participate in ONE announced formal focused observation that is at least 30 continuous minutes in length and will emphasize the focus area(s) identified after the earlier formal holistic observation.
    b. The evaluator may collect evidence on any focus area during the observation.
    c. A post conference will be held within ten days of the Formal Focused observation.

iii. Final summative conference
1. The teacher will participate in a final summative conference by May 1st.
2. The teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric.
3. The evaluator will provide a written report to the teacher by May 10th.

e. Less Frequent Evaluation Cycle
i. Teachers who are NOT in a current evaluation year are required to participate in components of the less frequent evaluation cycle of OTES 2.0. Teachers eligible for the less frequent evaluation cycle are those with an Accomplished or Skilled rating. Teachers with an Accomplished rating on the most recent evaluation will be fully evaluated once every three years. Teachers with a Skilled rating on the most recent evaluation will be fully evaluated once every two years.
ii. Less frequent cycle requirements:
1. One observation: The evaluator will observe an entire class period or lesson for a minimum of thirty continuous minutes.
2. One post conference with discussion of progress on their professional growth plan.

f. The Board shall require at least three (3) formal observations, as defined and conducted pursuant to Article 9 A.d.ii.-A.d.ii.2.a.i.4. of each teacher who is under consideration for nonrenewal.

B. Reduction in Force (RIF) and Evaluations
   a. Comparable evaluations for the purposes of RIF will be determined using two categories: 1) Accomplished, Skilled, and Developing; and 2) Ineffective.

C. Final Holistic Rating
   a. A teacher with a Final Holistic rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator.
   b. The teacher's Final Holistic Rating will be entered into OhioES.

ARTICLE 10 - REDUCTIONS IN FORCE

A reduction in positions will not occur if any staff positions would be less than the state minimum requirements.

Position(s) vacated as a result of voluntary resignation, retirement, death, contract termination, or separation from employment other than by contract suspension shall not be construed as a reduction in force (RIF) under the provisions of this Article.

If the Board of Education intends to implement a RIF for the following school year, it shall take such action at least sixty (60) calendar days prior to proceeding with an anticipated reduction in bargaining unit positions, and no later than April 30th of any school year.

In making such reduction(s), the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall proceed as follows:

1. At least sixty (60) calendar days prior to proceeding with an anticipated reduction in bargaining unit positions, and no later than March 30th of any school year, the Association President or Co-Presidents shall be notified by the Superintendent of the Board's intent to consider a reduction in GTA positions. The Board will make all reasonable efforts for the effective date of a reduction in force under this section to occur only at the end of the fiscal year. A meeting shall be held between representatives of the Association and the Superintendent to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what bargaining unit positions are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction. Also, at this meeting, the Association President or Co-Presidents will be provided with a seniority list of all bargaining unit members.

A. Formation of the Seniority List

The Seniority List shall be divided into categories, with each category representing a different area of certification/licensure. Each category shall consist of:

Members holding continuing contracts shall be listed first and ranked according to continuous service in the District.

Members holding limited contracts shall be listed second and ranked according to continuous service in the District.

Seniority will be determined within the following two (2) categories on the OTES Final Summative Rating: All teachers rated Accomplished, Skilled, or Developing will be comparable and all teachers rated Ineffective will be comparable.

Members employed on a temporary certificate/license shall be listed last and ranked according to continuous service in the District.

Each category shall include the date of initial continuous employment for each member.

Member(s) using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall member(s) gain additional seniority for the time on leave, i.e., a leave of absence shall not break a member's continuous employment.

The Seniority List shall be made available to the Association by September 30 of each school year.

B. Procedure for Reduction in Force

If the Board of Education intends to implement a RIF for the following school year, it shall take such action at least sixty (60) calendar days prior to proceeding with an anticipated reduction in bargaining unit positions, and no later than April 30 of any school year.

If the Board determines a reduction in positions will occur, the Administration shall notify the Association in writing not less than four (4) weeks prior to the date of Board action on suspensions of affected teachers contracts. The notification shall include the reason(s) for the reduction in positions; the position(s) to be reduced; the name(s) of the employees to be affected; the projected date of the Board action to implement the suspension of teacher contracts; a list of proposed financial cuts within the District's budget; and the projected effective date of the suspension of

teacher contracts. (Board action shall be defined by any resolution concerning a RIF.)

The Board shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on the seniority list.

Within ten (10) days of receipt of the notification, representatives of the Board and the Association shall meet to review the proposed reduction in positions.

If a tie occurs in seniority regarding years of service, the teacher with the earliest date of Board action to employ will be considered most senior. If a tie still remains, the tie will be broken by the flip of a coin.

Member(s) holding temporary certificates/licenses shall be the first to have their contract(s) suspended. If further reductions are necessary, the Board shall proceed to suspend contracts in accordance with the lowest member on the seniority list in the appropriate subject area. A member so affected may elect to displace another member who holds the lowest position on the seniority list in another area of certification/licensure, provided he/she holds a valid certificate/license in that subject area.

A member whose contract is suspended as a result of reduction in positions shall be given written notification as soon as such action to suspend occurs, and by April 30th. The notification shall state the reason(s) for the reduction. The personnel records and all future references of those members laid off pursuant to this Article shall clearly indicate that such was due to a reduction in positions and was not due to unsatisfactory performance of duty.

Member(s) whose continuing contracts are suspended shall have the right of restoration of continuing service status in the order of seniority of service in the District if and when positions become vacant for which any of such member(s) with continuing contracts are certified/licensed. After restoration of members with continuing contracts, those on limited contracts shall be restored in the same manner as for continuing contract members, provided the member has at least a provisional certificate/license in effect to assume the vacant position.

C. Formation of the Recall List

A member whose contract is suspended in a RIF shall be placed on a recall list.

The list shall include:

Member's years of continuous service in the District, and;

Subject(s) and/or grade level certified/licensed to teach.

A member shall verify a new area or new areas of eligibility by filing any new certification(s)/license(s) in the Superintendent's office.

D. Procedure for Recall

A member on the recall list shall be offered a position for which he/she has at least a provisional certificate/license in effect and positions become available in the reverse order of the RIF. A member whose contract is suspended in a RIF shall be placed on a recall list. Teachers employed under limited contracts shall remain on the recall list for twenty-four (24) months from the effective date of suspension of their contract. Teachers employed under continuing contract shall remain on the recall list for forty-eight (48) months from the effective date of suspension of their contract.

If a vacancy occurs, the Administration will send a certified letter to the last known address of all members on the recall list who are qualified according to those provisions. It is the member's responsibility to keep the Board informed of his/her current address. All members are required to respond in writing to the Superintendent within seven (7) calendar days of receipt. Any member who fails to respond within seven (7) calendar days of receipt or within fifteen (15) days of date of mailing or who declines to accept the position (except as provided below) will forfeit all recall rights.

The Board shall not hire new teachers while there are member(s) on the recall list who are certificated/licensed for the vacancy.

A member who refuses to accept a position offered which is for a greater or lesser number of hours than the position held by the member at the time of RIF shall not be removed from the recall list.

Administrators holding continuing contracts in the various teaching fields will be listed on the continuing contract list in the order of their seniority as a teacher in the District. Nothing in this Agreement exempts a member on a leave of absence from a RIF action if seniority and certification/licensure so warrant.

E. Layoff Rights

An employee on layoff status shall have the following rights:

The right to continue receipt of group insurance coverage at the Board's expense for thirty (30) days; then employee may continue as provided by law.

The right to be notified by mail of all postings for bargaining unit positions.

Additional certification, license, or entry level requirements earned or reported while on layoff status shall be recognized for recall purposes provided such information is filed with the Treasurer prior to recall.

F. Termination of RIF

The RIF shall terminate when no employee remains on layoff status.

ARTICLE 11 - VACANCIES

A. 1. The Gibsonburg Exempted Village School District Board of Education recognizes the desire of teachers on the teaching staff to be made aware of vacancies and openings within the school district. Vacancy shall be defined as any newly created position or position vacated because of death, disability leave/or disability retirement, retirement, nonrenewal, termination, suspension pending termination, and which the Board determines to continue in the subsequent school year. Position openings are defined as a teaching opening occasioned by a teacher transfer to another position or are necessary to meet class size or load conditions resulting from enrollment.

2. Vacancies shall be posted in the school office in each building, and sent to members of the bargaining unit via email. The vacancy notice shall include the date of posting, grade level and subject (if applicable), and certification and /or license required, deadline for application, effective starting date, any additional pertinent information and the salary range, if it is an administrative position. The position shall be posted for five (5) days immediately after the Board becomes aware of such vacancy.

3. The vacancy may be filled on a temporary basis until the end of the school year, but the vacancy will be filled through the posting process for the following fall, if the Board determines to continue that position into the subsequent school year.

4. In the event the Superintendent becomes aware of a potential vacancy when he/she has been informed by a teacher that he/she plans to retire or leave the school district, the Superintendent may post the vacancy as “potential”. This potential vacancy posting may take place before an actual resignation has been approved by the Board. The Superintendent will notify the GTA President and all currently employed teachers who qualify for the potential vacancy based upon certification/licensure.

Qualified teachers employed by the District will be given consideration for the potential vacancy prior to teachers not currently employed.

5. Openings shall be sent to members of the bargaining unit who have the credentials for the opening via email.. Those members of the bargaining unit will have five (5) days to express in writing an interest in the opening and any other openings that may occur due to the transfer of a fellow employee to the current opening. Position openings will not be regarded as a vacancy for posting, or other purposes. If no one applies for the open position a reassignment may be needed as described in Article 29. J.

B. Vacancies will be emailed to all Gibsonburg Teachers Association (GTA) members. Upon mutual agreement with the GTA, the five (5) day prenotification may be waived in July and August and GTA members will be emailed of the vacancy at the same time the position is posted externally to allow the Employer the latitude to fill a position prior to schools opening.

ARTICLE 12 - PERSONNEL FILE

The Board shall maintain a personnel file which shall be the only official file on all certificated/licensed personnel. Pre-employment letters of reference may be maintained in a separate file. These files shall be maintained by the Superintendent's office.

Any items placed in the Personnel File shall be shown to the teacher prior to their filing. Copies of any material placed in the Master File shall be supplied to the teacher at Board cost. The teacher will have an opportunity to initial the item prior to the filing to indicate that he/she has seen the document. However, such initialing does not indicate the teacher's concurrence with the contents of the document.

At any time, any teacher may request a review of his/her personnel file with the Superintendent. The review shall occur within three (3) school days unless the two (2) parties agree to a later date. The teacher may have an Association Representative at this review.

Any teacher shall have the right to place a written rebuttal to any item or items in this Personnel File, such rebuttal shall be appended to the disputed information. The Board and Superintendent shall include any rebuttal included in the file by a teacher in any subsequent transfer, report, or dissemination of the disputed information.

Teachers shall be notified if any individual other than a Gibsonburg Administrator requests to review and/or receive copies of his/her personnel file. Teachers shall be permitted to be present in the event that a non-administrator reviews their personnel file. The Superintendent shall consult with the teacher and advise the employee whether to be present or not while the file is reviewed. The Superintendent reserves the right to excuse the employee if a confrontational situation exists.

ARTICLE 13 - PROGRESSIVE DISCIPLINE

No bargaining unit member shall be warned, reprimanded, disciplined, reassigned or otherwise deprived of any professional advantage without just cause and compliance with applicable provisions of this Agreement. The Board of Education will execute the steps of progressive discipline. These steps will include: verbal reprimand, written reprimand, suspension and termination. The severity of the charges will determine the appropriate disciplinary action.

Termination of a bargaining unit member's contract shall be for good and just cause according to applicable sections of the Ohio Revised Code. Termination is neither grievable nor arbitrable under this Agreement.

Prior to any disciplinary hearing being held, the bargaining unit member will receive a written statement of the charges against him/her and have an opportunity to respond to the charges in a disciplinary hearing. This section does not apply to verbal reprimands.

In such case, the member may request to have present an Association Representative, or other staff, before he/she is warned, reprimanded or disciplined for any infractions of the policies, rules and regulations adopted by the Board. When request for such representation is made, no further action shall be taken until such representative is present.

A bargaining unit member shall not be disciplined or dismissed for: lawful actions outside the scope of one's employment; actions not in violation of a Board rule, regulation or this Agreement; or participation in negotiations or grievances.

LEAVES OF ABSENCE

All leaves of absence are made from the Gibsonburg Exempted Village Schools and not from a specific assignment. Return to the school system is related to vacancies for which the returning employee is qualified.

ARTICLE 14 - ASSAULT LEAVE

Any certificated/licensed employee who is absent due to physical or mental disability resulting directly from a physical assault by a student, parent, citizen, or administrator, which occurs in the course of Board employment, will be maintained on full pay status during the period of absence, not to exceed thirty (30) days (non-accumulative).

In all cases a certificate of disability from a licensed physician stating the nature of the disability and its expected duration will be required. The Board may require the

certificated/licensed staff member to submit to an examination by a physician of its choice at Board expense.

Said certificated/licensed teacher shall sign a statement stating that such leave was due to physical or mental disability resulting from an assault which occurred during the course of employment with the Board of Education.

Assault leave granted under the above agreement shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under Section 3319.08 of the Ohio Revised Code.

ARTICLE 15 - EXCHANGE TEACHING LEAVE

After three (3) consecutive years of successful teaching in the Gibsonburg Exempted Village Schools a certificated/licensed teacher, upon recommendation of the Superintendent, may be granted a leave of absence for one (1) or two (2) semesters for exchange teaching or teaching in another school system where such exchange teaching or teaching in another school system is clearly in the interest of the Gibsonburg Schools.

The payment of salary while on leave of absence for exchange teaching or teaching in another school system shall be in accordance with the provisions of Ohio Revised Code Section 3313.84.

ARTICLE 16 - JURY DUTY LEAVE

If a certificated/licensed employee is selected to serve jury duty, the bargaining unit member’s immediate supervisor shall be immediately notified by the certificated/licensed teacher.

For each day's absence from employment for jury duty, the employee will be paid the difference between the regular daily rate of pay and the jury duty pay. Evidence of the court's compensation for jury duty shall be submitted to the Treasurer of the Board of Education who shall determine the compensation due from the Board of Education and authorize such pay accordingly. Compensation for expenses shall not be deducted.

ARTICLE 17 - PERSONAL BUSINESS LEAVE

A. Members of the bargaining unit shall have the right to use personal business leave days under the following conditions:

   1. Personal leave shall not be taken during the first or last week of the school year and cannot be taken when use of sick leave is appropriate.

2. Requests for personal leave shall be submitted through a Board of Education approved process and shall be submitted to the building principal at least three (3) days prior to the leave date unless an emergency exists.

3. Personal leave shall not be used in an unprofessional manner so as to project a poor image of the bargaining unit member or of the schools to the community.

4. Improper use of personal leave shall result in two (2) days reduction in annual salary. Any second offense involving improper use of personal leave will result in a recommendation being made to the Board for termination.

B. Bargaining unit members will be eligible for personal business leave days under the following conditions:

1. Three (3) personal leave days per school year will be available to members.

2. No more than four (4) members of the bargaining unit shall be granted personal leave on any given day. There shall be no limit to the number of personal leave days requested and approved for teacher records day during the school year. No personal leave will be granted unless the Superintendent approves it for the first five (5) contract days and the last five (5) contract days of the school year.

3. Bargaining unit members with any remaining personal leave days at the end of the school year may roll over up to two (2) personal leave days to the next school year, up to a maximum of five (5) personal leave days.

ARTICLE 18 - PROFESSIONAL LEAVE

Certificated/licensed teachers wishing to attend any professional meetings shall file a written request with the Superintendent of Schools who shall have the authority to grant such request without loss of pay. If such leave is denied, the certificated/licensed teacher shall have the right to resubmit the request as leave without pay, and the request must be approved by the Superintendent. In this case, the teacher will be responsible for expenses (registration, mileage, lodging, meals, etc.) to attend the professional meeting. If such leave is approved, certificated/licensed teachers who are sent to such conferences on school business shall be considered assigned to duty with full payment of salary. The Board shall also pay all necessary and actual expenses up to reimbursement limits for approved professional leave. In situations where teachers are expected to escort students to state or national conventions, meetings, etc., the Board shall grant released time and pay necessary and actual expenses up to reimbursement

limits. Reimbursements: forty dollars ($40) per day for meals with receipts; one hundred seventy-five dollars ($175) per day for lodging with receipts; mileage will be reimbursed according to the IRS rate; registration fees, prepaid, where possible, by Board check.

In addition to being provided release time to attend Insurance Consortium meetings, the Association (GTA) shall be provided fifteen (15) release days to conduct GTA business. The Association shall provide the Superintendent with general information as to the purpose of the leave.

ARTICLE 19 - PROFESSIONAL STUDY LEAVE

After five (5) years of successful teaching in the Gibsonburg Exempted Village Schools, a certificated/licensed teacher may request a leave of absence for one (1) or two (2) semesters with partial pay for professional study and improvement. The amount of pay will equal the difference between the salary of the teacher and the pay of the substitute. The leave must be based upon a plan of professional growth approved by the Superintendent. Unless twenty-five (25) years of teaching in Ohio have been completed, the certificated/licensed teacher is required to spend at least one (1) year following the leave in continued service to the Gibsonburg Exempted Village Schools. This leave of absence is definitely contingent upon the ability of the school to hire an adequate and certificated/licensed substitute.

ARTICLE 20 - SICK LEAVE

A. Sick leave accumulates at the rate of one and one quarter (1 ¼) days per month to a maximum accumulation of two hundred and seventy-six (276) days.

B. A member who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers. Appropriate certification/licensure from the previous employer is required.

C. Members with proper notification may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious or communicable disease which could be communicated to others, and for absence due to illness or any injury in the member's immediate family, defined as husband, wife, father, mother, employee's children, siblings, and in-laws, or any person living in the immediate household. Members may use sick leave if the member is named as legal health care Power of Attorney. Three (3) consecutive sick leave days may be used for absence due to the death of any of the above plus brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, nephew, niece, aunt, or uncle. In case of the death of individuals

other than those set forth in this section, absence will be allowed for at least one (1) day and an additional two (2) days may be approved. Additional days may be granted by the Superintendent in extenuating circumstances.

D. A pregnant member may use accumulated, paid sick leave for (a) disabilities resulting from her pregnancy and (b) for her period of recuperation from the pregnancy. Sick leave shall be granted for the pregnancy of a female member, or upon the adoption of a child, if requested by the member, for a period of six (6) weeks. In the event that the period of disability is longer than the normal period as stated above, the Superintendent may require a statement from the member's physician certifying that the member is unable to perform her assigned duties, thus extending the paid sick leave eligibility. Members with a pregnant spouse shall be granted the use of fifteen (15) days of accrued sick leave commencing with the day of childbirth. Additional sick leave may be utilized based on a physician's statement determining the need. In addition, bargaining unit members may be allowed to utilize a maximum of thirty (30) accrued sick leave days for the adoption of a child commencing with the date of adoption. If the adopting parents are both members of the bargaining unit, the thirty (30) day total shall be the maximum usage of sick leave permitted between the two members, unless a physician's statement determines additional need.

E. New bargaining unit members shall be paid regular compensation for not less than five (5) days of sick leave to be charged against subsequently accumulated sick leave for absence due to illness or other reasons as provided above.

F. All other cases dealing with illness or death in which members are absent shall be reviewed by the Superintendent.

G. Members shall furnish a written, signed statement on forms prescribed by such board to justify the use of sick leave. If medical attention is required, the member's statement shall list the name and address of the attending physician and the dates when the physician was consulted. Nothing in this section shall be construed to waive the physician patient privilege provided by Section 2317.02 of the Revised Code. Falsification or improper use of sick leave shall result in two (2) days reduction in annual salary. Any second offense involving improper use of sick leave will result in a recommendation being made to the Board for termination. No sick leave shall be granted or credited to a member after his/her retirement or termination of employment.

H. When a member has been absent on sick leave, the member shall be required to notify the member's building principal or his/her designee of the expected date of return to work. The principal must be notified no later than the normal office closing time of the day preceding the member's expected return to work.

I. If a bargaining unit member uses no sick leave days in a school year, he/she shall have credited to him/her in a separate account maintained in the treasurer's office one (1) day of bonus severance pay, not to exceed a maximum accumulation of thirty (30) bonus severance days, to be paid to him/her upon retirement. Such bonus severance pay shall be in addition to any severance pay earned under the severance pay provision of this contract and shall not be lost by virtue of any exhaustion of sick leave prior to retirement. Each affected bargaining unit member will be informed of his/her balance via a written statement from the District Treasurer to be made no later than the first paycheck of the school year.

J. A separate sick leave bank will be established for bargaining unit members with at least twenty-five (25) years of teaching experience who have reached the maximum accumulation of sick leave days. Any unused sick leave in a given month that exceeds the maximum accumulation of sick leave days will accumulate in a second sick leave bank to protect severance in the event of a catastrophic illness of the bargaining unit member or immediate family as defined in Section C. These days shall not be included towards severance pay. Each affected bargaining unit member will be informed of his/her balance via a written statement from the District Treasurer to be made no later than the first paycheck of the school year.

ARTICLE 21 - CHILD CARE LEAVE

Any certificated/licensed teacher of the Board of Education who becomes a parent by virtue of birth or adoption will be granted a child care leave of absence without pay for the care of a child under the age of one (1). The application for a child care leave of absence must be made in writing to the Superintendent. Such leave of absence shall be for a maximum of the remainder of the first school year and the succeeding school year. If a child is born or adopted when school is not in session during the summer, a maximum of two (2) school years of child care leave will be granted.

No later than March first of the year the leave of absence ends, the certificated/licensed teacher shall notify the Superintendent, in writing, of his/her desire to be reassigned as a teacher of the Board of Education. Such notification shall be sent to the Superintendent no later than April 1 of the year the leave of absence ends. Reassignment shall be made as soon as feasible after the written request has been received, but no later than one (1) year from the date the written request has been received and such return shall be at the beginning of a semester. The reassignment shall be at the discretion of the Superintendent and in accordance with the needs of the school.

Any teacher taking leave under this provision shall forfeit his/her right to return if he/she assumes another job requiring him/her to work more than two (2) days in one (1) week.

ARTICLE 22 - DISABILITY LEAVE

If a certificated/licensed teacher of the Board of Education is unable to perform satisfactorily the duties of the position because of personal illness of physical or other disabilities, the Superintendent of Schools may recommend or the employee may elect to take a leave of absence in accordance with the provisions of Sections 3319.13 and 3319.131 of the Ohio Revised Code.

The employee application for leave of absence or renewal of leave of absence must be made in writing to the Superintendent of the school district and must be accompanied by a statement from the attending physician recommending the leave of absence.

No later than March first of the year the leave of absence ends, the certificated/licensed teacher shall notify the Superintendent, in writing, of his/her desire to be reassigned as a teacher of the Board of Education. Such notification shall be sent to the Superintendent no later than April 1 of the year the leave of absence ends. Such notification must be accompanied by a statement from the attending physician certifying that the teacher is capable of resuming the duties of his position. Reassignment shall be made as soon as feasible after the written request has been received, but no later than one (1) year from the date the written request has been received and such return shall be at the beginning of a semester. The reassignment shall be at the discretion of the Superintendent and in accordance with the needs of the school.

ARTICLE 23 - MILITARY LEAVE

Teachers are entitled to all rights provided under the ORC and the Uniform Services Employment and Reemployment Rights Act.

A teacher who is a member of the Ohio National Guard, Ohio Naval Militia, or Military Reserve shall be granted a paid leave of absence for up to thirty-one (31) days during each contract year. This leave will be granted only in the event that the teacher is called into active service.

A teacher called into active service for a period in excess of thirty-one (31) days shall be paid the difference between his or her military pay and regular salary that would have been earned for service in the District. This pay will continue for a period of up to five (5) years.

A teacher returning from military leave of three (3) years or less shall be reinstated to the same classification and position held prior to the leave.

A teacher returning from military leave greater than three (3) years shall be reinstated to the same classification, but may be assigned to a different position.

Seniority/Salary Placement

For purposes of seniority and placement on the salary schedule, up to five (5) years of absence due to military leave shall be counted as though the teacher's service had been performed in the District.

ARTICLE 24 - NATIONAL GUARD/RESERVE LEAVE

Job and career opportunities will not be limited or reduced because of one's service in the Guard or Reserve, and employees will be granted leaves of absence for military training or duty in the Guard or Reserve as required by law.

ARTICLE 25 – OTHER LEAVE PROVISIONS

Other absence without pay, not covered by these rules and regulations, may be authorized by the Superintendent, if, in his/her opinion, such absence is in the best interests of the school.

All leaves must be requested and granted in writing, stating the object for which it is requested and the length of time.

A certificated/licensed teacher who is absent because of an accident incurred in the line of duty or because of leave of absence for military service or exchange teaching shall receive, upon return to duty, the salary increments which the employee would have received had there been no interruption of service.

ARTICLE 26 - LEAVES ADJOINING VACATIONS

No leave of any type, either paid or unpaid, shall be granted to a certificated/licensed teacher to provide for an extension of a school break period, except for those that qualify under personal or sick leave guidelines. Bargaining unit members are entitled to one (1) unrestricted dock day per school year.

ARTICLE 27 - FAMILY MEDICAL LEAVE ACT

An employee with at least twelve (12) months of service and who has worked at least one thousand two hundred fifty (1,250) hours with the Gibsonburg Exempted Village School District shall be granted up to twelve (12) weeks of unpaid family medical leave (during each fiscal year period) for: 1) The birth and first year care of a child; 2) The adoption or foster placement of a child; 3) The serious illness of a spouse, son, daughter, or parent of the employee's family, and 4) The employee's own serious health condition that keeps

the employee from performing the essential functions of his or her job in accordance with the following specifications:

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

2. While on Family Medical Leave, the employee will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his or her leave.

3. Serious health condition is defined as an illness, injury, impairment or mental condition that involves – A) inpatient care in a hospital, hospice, or residential medical facility; or B) Continuing treatment by a health care provider.

4. Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article. The Board may request the employee use sick leave if it applies to the serious illness of the employee, his or her spouse, son, daughter or parent.

5. When medically necessary, leave may be taken intermittently.

6. This Article is based upon the federal legislation entitled The Family and Medical Leave Act of 1993. All provisions of this legislation will be complied with according to law.

WORKING CONDITIONS

ARTICLE 28 - SCHOOL CALENDAR

A School Advisory Calendar Committee of six (6) representatives [three (3) representatives from each party] will begin the development of the school calendar in the month of October. The GTA will have an elementary, middle school and high school representative for this calendar development. Parameters for the calendar development will be shared at the October meeting. The School Advisory Calendar Committee will develop two (2) calendars. The GTA will submit the two (2) calendars to its members and then indicate the members' preference to the Board. The Board will have the option of choosing either one (1) of the two (2) calendars.

The school calendar shall consist of one hundred eighty-four (184) days; one hundred seventy-seven (177) student days and seven (7) teacher professional days. The seven (7) professional days shall be:

1. Two (2) full in-service days, and two (2) half (1/2) in-service days, one (1) of which will be scheduled the day prior to the first teacher records day. All district and/or state mandated training will be offered on professional development days. Public School Works (State Mandated Training) hours are completed each year on teacher's own time by November 1 (first batch) and March 1 (second batch). Two (2) additional day may be added to the calendar after September 1 as needed, but contracted days shall not exceed one hundred and eighty-four (184) days.

2. Four (4) teacher records days with the first being the day before the first student day, one (1) at the end of the first semester and one (1) day after the last student day, and ½ record days will occur at the end of the first and third quarter. No other meetings will be scheduled during the four (4) teacher records days.

ARTICLE 29 - TEACHER WORK DAY

A. Teacher work day will not exceed seven (7) hours and twenty (20) minutes per day unless extended days are needed to make up days missed due to closing for lack of funds, emergency weather conditions, acts of God, and/or required teachers' meetings.

B. All teachers shall be scheduled for a thirty (30) minute, uninterrupted, duty-free lunch period and a reasonable effort will be made to offer lunch times when the cafeteria is open.

C. Elementary teachers shall be provided with two hundred (200) minutes per week for planning, preparation, and/or parental conferences.

D. Middle School teachers shall be provided with two hundred (200) minutes per week for planning, preparation, and/or parental conferences.

E. Secondary teachers shall be provided two hundred (200) minutes per week for planning, preparation, and/or parental conference.

F. Certified/licensed teachers will not be asked to substitute for other teachers more than two (2) full-days or four (4) half-days (1/2) per school year. Every effort will be made to obtain subs whenever possible. This does not apply to Article 46 – Emergency Period Substitute Pay.

G. Teachers shall not be required to attend more than a total of one (1) mandatory meeting no more than one (1) hour per month that may be for the purpose of

systems training, technical guidance on upgraded programs, but will not be used for professional learning. However, in emergency situations involving death, injury, and other serious situations an additional meeting(s) may have to be scheduled.

H. The Gibsonburg Superintendent has directed the building level administrators to assign blocks of planning time in at least thirty (30) minute intervals during the student day, unless agreed to otherwise by the certified/licensed teacher in writing.

I. The Administration understands the importance of class size in relation to the learning environment. The Administration will make every attempt to equalize class size and keep class size at an optimum level for learning.

J. If an involuntary change in teaching assignment is anticipated, for the succeeding school year, the affected teacher(s) will be notified in writing prior to July 31st. It shall be understood, however, that if circumstances necessitate an involuntary change subsequent to July 31st, a conference will be held between the Superintendent or his/her designee and the teacher(s) to discuss the changes. In making changes to assignments, the following criteria shall be taken into consideration:

1. Certification/Licensure
2. Qualifications (academic preparation, experience in the teaching assignment, highly qualified, performance)
3. Additional specialized training

Teaching assignments for the next school year will be made on or before the final teacher workday. Teachers involuntarily reassigned to any position, or directed to move classrooms but remaining in the same position, shall receive a flat sum of three hundred fifty dollars ($350).

K. On the first teacher work day of each school year, the building principal must present each staff member with a written plan for the chain of command when the building principal(s) is/are absent as well as any teacher/student handbook changes that apply to the current school year that does not conflict with any provision of this Negotiated Agreement. The GTA reserves its rights under ORC 4117.

L. A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstance that renders the school facility unfit for instructional use.

When the student day is altered due to a delay or early dismissal for calamity reasons, the teacher work day shall be altered in the same way.

Up to ten (10) calamity days shall be deducted from student contact days when schools are closed due to calamity days or for other emergency school closings.

1. If more than ten (10) calamity days are accumulated on or before January 31, Presidents' Day will be used to make-up day eleven (11).

2. Make-up days eleven (11) (if not made-up on Presidents' Day), twelve (12), thirteen (13), fourteen (14), and fifteen (15) will be added to the end of the school year. Spring break will not be used for make-up days.

3. Make-up days sixteen (16) and beyond will be made-up by extending the school day. The Calendar Committee will meet to decide the implementation of the additional time.

If student hours are not met per Ohio Revised Code 3313.48, students and teachers will make-up the hours until the minimum student required hours are met.

The Calendar Committee will meet to decide the implementation of the additional time.

All sections of the Professional Negotiations Agreement relevant to pay and use or accrual of benefits will continue as a normally scheduled work day.

M. Teachers covering detention, attending IEP, ETR, or IAT meetings after school, and attending after school music programs supervising students shall be compensated at a rate of thirty dollars ($30.00) per hour. Teachers attending elementary Open House may flex the time spent at Open House within the same day. Hours for compensation must be submitted in the pay period it was earned.

N. On parent/teacher conference days, members with supplemental contracts will be able to schedule duties related to their in-season supplemental contracts. If parent/teacher conferences cannot be attended by a bargaining unit member who is performing duties under a supplemental contract due to pre-scheduled games or competition, the bargaining unit member will contact parents who have expressed interest in a parent/teacher conference.

O. Each semester a bargaining unit member teaches a CCP course, the bargaining unit member shall be paid six hundred dollars ($600) per course to be paid within two (2) pay periods following the course conclusion, upon notification to the Treasurer. The minimum number of students required to offer a CCP course is four (4) students.

P. If a bargaining unit member is on a Board approved leave of absence for ten (10) or more consecutive school days, the bargaining unit member shall not be responsible for creating and/or disseminating lesson plans.

ARTICLE 30 – RESIDENT EDUCATOR PROGRAM

Resident Educator Program (REP) for newly-hired teachers ("inductees") shall be implemented. For an inductee whose employment at Gibsonburg is the teacher's first regular teaching job, the teacher shall be required to participate.

The REP shall include both a formal program of support, including mentoring to foster professional growth of the individual teacher, and the assessment of skills and abilities of the teacher for purposes of attaining professional licensure. The length of the program shall include one (1) academic year which shall include a minimum of one hundred twenty (120) school days.

The REP Committee shall contain a majority of teachers, who will be appointed by the Association.

The Resident Educator Program shall include the following elements:

A. Mentors

1. Posting of Vacancies

The procedure for posting of mentor positions shall in accordance with the collective bargaining agreement. The number of mentor positions shall equal the number of newly-hired teachers who will be inductees in the program. The REP Coordinator wishes to continue assigning mentor teachers in order to achieve the best possible match between the mentor and the entry year teacher. However, attempts will be made to rotate the mentor assignments when all qualifications are equal.

2. Qualifications

Teachers must have been employed on a regular teaching contract in the District for at least the last five (5) consecutive years to be eligible to serve as a mentor and, in addition, any or all mentors must have current Pathwise training [three (3) years]. However, any teacher with less than five (5) years experience who holds a current certificate in Pathwise training is eligible for selection. Teachers with poor track record as mentors will not be reassigned.

3. Compensation and Workload

A supplemental will be paid per year to the RE Mentor and RE Facilitator/Coordinator in accordance with the Supplemental Salary Schedule in Article 38. No mentor shall be assigned more than one (1) inductee at a time during a school year. If a mentor is assigned for less than one (1) academic year, compensation shall be prorated.

4. Confidentiality

All interaction, written or verbal, between the mentor teacher and the inductee shall be regarded with the same confidentiality as that represented by the attorney/client relationship and shall not be used by either the Board or the Association in termination or non-renewal actions, unless the matter involves illegal and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or ORC Section 3319.16.

B. Inductees

1. Compensation and Workload

The inductee shall receive one hundred percent (100%) of the salary to which the inductee is entitled under the collective bargaining agreement. In addition, the inductee shall be assured of adequate time during the work day to meet with the assigned mentor. The building principal shall be responsible for providing coverage of classes when the inductee meets with an Ohio Department of Education assessor.

2. Confidentiality

No inductee may be compelled to release information to the school district regarding the inductee's assessment by the Ohio Department of Education, nor may such information be used in the evaluation of the inductee by school district administrators. Any documents pertaining to the Entry Year Program and the ODE assessment shall be confidential to the extent permitted by law.

3. Protection

No later than ten (10) weeks after the initiation of the entry year program, the inductee may exercise the option to request a new mentor. If a new mentor is assigned, the former mentor shall have his/her supplemental contract terminated without recourse to the grievance procedure and ORC Section 3319.16. The new mentor shall receive a prorated share of the former mentor's supplemental salary.

No adverse employment action may be taken against an inductee who fails in the first year to successfully complete the entry year program but who retains the appropriate teaching credential, unless all applicable provisions in the collective bargaining agreement relating to teacher evaluation and non-renewal of contracts have been followed. Notwithstanding ORC Section 3319.11 and all other applicable provisions of this contract relating to teacher evaluation and non-renewal of contracts, an inductee who fails twice to successfully complete the Entry Year Program requirements may be non-renewed.

C. Assessors

Any teacher who is selected by the Ohio Department of Education to work as an assessor shall be provided a substitute when conducting observations and pre- and post-observation interviews. This cost shall not be borne by the Board. Such time shall be in addition to any other professional leave to which the mentor may be entitled.

ARTICLE 31 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose

The purpose of the Local Professional Development Committee (hereinafter, LPDC), shall be to 1) oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities, and 2) determine whether the course work that certificated/licensed personnel proposes to complete meets the requirements of the educator licensing rules.

2. Term of Office

The term of office for members serving on the committee shall be for three (3) years. A LPDC year shall be May 1 through April 30. The term of office shall be staggered, such that a new teacher member will be rotated onto the committee each year and serve a three year term.

3. Committee Composition and Selection

a. The committee shall be comprised of five (5) members as follows:

Three (3) teachers employed by the District,

One (1) principal employed by the District to be elected by the principals,

The Superintendent or his/her designee,

b. The three (3) teacher members shall be selected by the GTA through an election process.

c. Vacancies: A teacher committee member vacancy shall be filled by the process defined in section 3.b. An administrator committee member vacancy shall be filled by an administrator appointed by the Superintendent, and may be filled by the Superintendent him/herself. Any member selected or appointed to fill such a vacancy prior to the end of the expiration of a term for which the predecessor was elected shall hold office as a member for the remainder of that term.

4. Chairperson/Recordkeeper

The Chairperson and the Recordkeeper shall be elected by a majority vote of the LPDC Members. Other officers shall be elected by majority vote of the LPDC Members.

5. Decision Making

Decisions shall be made by a majority vote of the committee members.

6. Training

a. The LPDC will study all the issues involved in licensure. Relevant training is encouraged. In the event relevant training is offered by the State Department of Education or other organizations, the committee members shall be given paid release time to attend such training if the training occurs during the regular school day. Attendance for training and release time must be pre-approved by the Superintendent.

b. In the event specific funds for LPDCs are made available from the state, the committee shall provide the Superintendent a written proposal for the suggested use of these funds.

c. LPDC members shall be reimbursed for all actual and necessary expenses to attend relevant training offered by the State Department of Education or other organizations. Reimbursement must be pre-approved by the Superintendent.

7. Meetings and Compensation

a. The initial meeting shall be called by the Superintendent or his/her designee by May 1 of each school year. Said initial meeting shall be held during the month of May. At the initial meeting, the committee shall establish its

meeting schedule for the year and distribute the schedule to all certified/licensed staff members. Additional meetings may be scheduled as necessary. The Superintendent will be informed of any additional meetings scheduled and the reason(s) for the additional meetings.

b. At the initial meeting, the LPDC shall review this Article and prepare rules for conducting its meetings and develop operating procedures, forms, etc.

c. All meetings shall be held outside the regular workday.

d. The Chairperson, Recordkeeper and other Committee Members will be compensated pursuant to Article 38 – Supplemental Salary Schedule. Said supplemental shall be paid on the first pay period in May.

8. Appeals Process

a. Level One

1) Any certificated/licensed staff member wishing to appeal the decision of the LPDC may petition the LPDC Committee in writing for review within seven (7) days of the LPDC's decision. The staff member may re-submit an individual development professional plan in writing which will be considered by the LPDC.

2) The LPDC Committee shall render its decision within fourteen (14) days of receipt of the appeal.

b. Level Two

1) Any certificated/licensed staff member wishing to appeal the decision of the LPDC may petition the Chairperson of the committee within seven (7) calendar days of the LPDC's decision. An Appeals Committee will be developed consisting of two (2) representatives [one (1) administrator and one (1) teacher] from the LPDC and one (1) person selected by the staff member who is certified/licensed in the same subject area.

2) This committee shall schedule a meeting within thirty (30) calendar days of the appeal. The staff member must be present at this appeal.

3) The Appeals Committee shall render its final binding decision in writing within ten (10) calendar days. The decision of the committee is not grievable.

9. The staff member shall have the right to a representative of his/her choice at any level of the appeals process.

10. The LPDC shall keep and retain records of its meetings, decisions, and recommendations.

11. The LPDC shall not have authority to revise, change, delete, or modify any article/provision of this Collective Bargaining Agreement, except as is provided for by ORC 4117.10(C) or as provided by a term(s) of this Agreement.

12. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic matter, the parties to the Master Agreement agree to reconvene bargaining to make the appropriate adjustments.

ARTICLE 32 - CONTINUOUS IMPROVEMENT PLAN, PROFESSIONAL DEVELOPMENT COMMITTEE AND TEAMING

A. Continuous Improvement Plan

The Board and the GTA agree that there shall be a continuous improvement plan CIP) each school year regardless of the District's State Report Card status. The District's CIP shall be reviewed and revised as needed by the Professional Development Committee and submitted to the Board for approval on an annual basis.

The Board and the GTA will continue site-based committee for the duration of this Agreement.

B. Professional Development Committee

The Board and the GTA agree to continue the Professional Development Committee for each building, comprised of two (2) administrators and two (2) teachers. The two (2) teachers from each building will be selected by the GTA. The purpose of this committee is to plan the staff development activities, and shall meet upon request of either party on or before April 15th of every year to plan professional development activities for the succeeding school year. In addition, this committee will recommend to the Board and the GTA forms of compensation for the teaching staff to complete the necessary professional development. Said form of compensation and any additional time beyond the school day or year must be agreed to by both the Board and the Association.

All new and existing staff members shall train and be competent in the following skills: logging onto the computer, sending email, Word Processing skills, basic

Internet skills, Microsoft Excel and Webquests. They will also become familiar with Microsoft Power Point and Front Page and other new software of their choice.

C. Teaming

The Board will make every attempt to maintain "teaming" for as many staff members as is possible. However, in reviewing its annual financial condition, the Board reserves the right to remove teaming in order to avoid staff reductions or to add course offerings for the student body. Further, there may be teachers who are not assigned to the teaming process as a result of a demanding schedule developed to meet the needs of the curriculum and the needs of the Gibsonburg student body. Planning of the teaming schedule will be a joint effort between the school administration and the teaching staff.

SALARY AND FRINGE BENEFIT PROVISIONS

The salary schedules shall be increased 4% school year 2025-26, 3% school year 2026-27**,** and; 3% school year 2027-28.

ARTICLE 33 - CREDIT FOR PRIOR SERVICE/TEACHING EXPERIENCE

Employees shall be granted full credit for up to five (5) years experience (numeral "5" of the Teachers Salary Schedule for a total of five years of experience) of combined actual teaching (public and chartered non-public Ohio schools) and/or military service. The Board of Education, at its discretion, may grant up to ten (10) years of credit for prior service/teaching experience (numeral "10" of the Teachers Salary Schedule for a total of ten years of experience). A year of military service experience consists of two hundred forty (240) days of active service in a calendar year. A year of teaching credit consists of a minimum of one hundred twenty (120) teaching days in one (1) district during a single academic year.

ARTICLE 34 GIBSONBURG EXEMPTED VILLAGE SCHOOLS TEACHERS SALARY INDEX

Experience		Bachelors	Bach. Degree	BA + 25 Hrs***	Masters	Masters	Masters	Masters
		Degree	+ 15 Hours *	BA w/ Cert. **	Degree	+15 Hours *	+30 Hours *	+45
0		1.084	1.1130	1.1420	1.1920	1.2260		
1		1.1065	1.1367	1.1672	1.2190	1.2542		
2		1.1290	1.1592	1.1925	1.2460	1.2825		
3		1.1515	1.1817	1.2177	1.2730	1.3107		
4		1.174	1.208	1.243	1.300	1.339		
5		1.223	1.259	1.296	1.357	1.400		
6		1.273	1.312	1.352	1.417	1.462		
7		1.325	1.367	1.410	1.479	1.528		
8		1.379	1.425	1.471	1.544	1.597		
9		1.436	1.484	1.534	1.612	1.669		
10		1.495	1.547	1.600	1.683	1.744		
11		1.556	1.612	1.669	1.757	1.823		
12		1.620	1.679	1.740	1.834	1.905	1.935	1.965
15			1.750	1.815	1.915	1.990	2.020	2.050
18			1.823	1.893	1.999	2.080	2.110	2.140
21				1.953	2.059	2.1550	2.1850	2.2150
24				2.013	2.119	2.230	2.2600	2.2900
27				2.073	2.179	2.3050	2.3350	2.3650
30						2.38	2.41	2.44
33						2.38	2.41	2.44

*Where a column specifies "plus a specified number of hours", the specified hours must be attained after the appropriate degree has been awarded.

**Effective with the 1988-89 school year, employees may be placed on this column if they possess or acquire a Bachelor's Degree plus 25 hours, possess or attain a Bachelor's Degree and three or more areas of certification, or possess a Bachelor's Degree earned in a five-year program, or possess a Bachelor's Degree with 150 hours.

***In addition to the above, and the requirements of Article 36, any credits sought to be recognized for columns beyond the Master's shall first be approved by the Superintendent upon written submission by the teacher that the college or university is accredited by NCATE and/or the Ohio Department of Education. All hours earned prior to August 25, 1995 will be grandfathered.

ARTICLE 35 – SALARY SCHEDULES

*This page intentionally left blank, refer to the SALARY SCHEDULES on pages 84-86.

ARTICLE 36 - RECOGNITION OF COLLEGE CREDIT/SALARY SCHEDULE ADJUSTMENT/PAY SCHEDULE FOR HOURS ABOVE BACHELORS AND ABOVE MASTERS/ADDITIONAL TRAINING REIMBURSEMENT

A. Recognition of Credit

Teachers in the bargaining unit shall be given salary credit for academic degrees and/or credits earned. Limits are noted in Section B.

Adjustments of teacher placement on the salary schedule shall be made only if college/university transcript is furnished to the Superintendent by October 1st, Payment of the new rate shall begin with the next pay day after verification to the Superintendent, so long as the payroll for that next pay day has not been computed.

Teachers in the bargaining unit shall submit the Application for Column Advancement form in Appendix G.

B. Recognition of Credit Beyond the Bachelors and Beyond the Masters Degree

The semester hours of credit over the Bachelors and over the Masters Degrees must be earned in the area in which the teacher is currently certificated or licensed or in the field of education or in a planned pattern of education leading to additional certification/licensure areas.

C. Additional Training Reimbursement

The Board of Education will provide reimbursement for additional coursework taken by contracted, full time teachers of the Gibsonburg Exempted Village School District**.**

1. The teacher must have taught three (3) consecutive years in the Gibsonburg Exempted Village Schools and must return to teach the year in which the reimbursement is received.

2. The teacher must take course work in his/her area of certification/licensure or in other work approved by the Board of Education.

3. A sum of $20,000 should be the maximum amount that is available for this function. The tuition will be calculated for completion of coursework with a grade of “C” or better using the following formula: tuition reimbursement fund divided by the total number of credit hours (semester hours or equivalent) will equal the tuition reimbursement per credit hour to an individual. The benefit paid will not exceed the actual tuition cost and/or nine (9) semester hours.

4. Teachers in the bargaining unit shall submit the Application for Tuition Reimbursement in Appendix F along with paid tuition receipts and grades of the previous academic year by September 15 to the Treasurer who will make the necessary calculations for reimbursement. Reimbursement checks will be issued by November 1st of each school year. Upon request, the District Treasurer shall provide a list to the Gibsonburg Teacher Association President of bargaining unit member receiving tuition reimbursement and the amount of the reimbursement by November 10th in each year of the contract.

ARTICLE 37 - SUPPLEMENTAL POSITIONS

All extra positions which are listed on the Supplemental Salary Schedule shall have a job description.

The Board shall establish an athletic advisory council which shall include the head varsity coaches of football, volleyball, basketball (girls and boys), baseball, track (girls and boys), and wrestling. Two (2) coaches of junior high sports shall be selected by the council. One (1) representative shall be selected by the elementary teachers. All administrators shall be members. The permanent chair shall be the athletic director.

Bargaining unit members issued extended day contracts (e.g., librarians and guidance counselors) shall be compensated under such contracts for the extended days according to a daily rate as determined by the member's placement upon the state minimum salary schedule set forth in ORC Section 3317.13 effective 10/17/2019.

Position	Number of Extended Days
• High School Counselor	20 days
• Middle School Counselor	10 days
• Elementary School Counselor	10 days
• Middle School/High School Band Teacher	25 days
• Vocational Agriculture Teacher	40 days

ARTICLE 38 - SUPPLEMENTAL SALARY SCHEDULE

Step	1	2	3	4	5	6
GROUP ONE	.02	.0225	.025	.0275	.03	.0325

Academic (Math, Science, Social Studies, English/Foreign Languages/Reading) Department Chairpersons (4)
Foreign Language – Advisor for each language offered
Science Club*
Future Teachers of America
Fall Drama Technical Advisor
Spring Drama Technical Advisor
Freshman Class Advisor
Sophomore Class Advisor
Bears Den Coord
National Honor Society Advisor
Elementary Yearbook Advisor
Elementary Student Council Advisor
Elementary Quiz Bowl Coach
Middle School Student Council Advisor
Middle School Quiz Bowl Coach
Key Club
LPDC Committee Member
Flag Corp Advisor
Majorette Advisor
National Junior Honor Society
Resident Educator

GROUP TWO	.03	.035	.04	.045	.05	.055

High School Student Council Advisor
Junior Class (Prom) Advisor
Fall Drama Assistant Director
Spring Musical Music Director
Spring Musical Assistant Director
Tech Support (plus one period per day)
LPDC Recordkeeper
Senior Class Advisor

GROUP THREE	.04	.045	.05	.055	.06	.065

Mat Maid Advisor/Assistant Wrestling (grades 7-12)
Fall Drama Director
Spring Musical Director
LPDC Chairperson
Middle School Yearbook Advisor
Res. Ed Facilitator/Coord

GROUP FOUR	.05	.06	.07	.08	.09	.10

Middle School Football + $100/week
for 2-a-day practice, if called
upon by the head coach (3 2
guaranteed, 1*)
Boys Junior High Basketball (2)
Girls Junior High Basketball (2)
Middle School Wrestling (2)
Middle School Volleyball (2)
Boys Middle School Track
Girls Middle School Track
High School Quiz Bowl Coach
High School Yearbook Advisor
Middle School Cross Country (2, with 2 scoring teams)

GROUP FIVE	.06	.07	.08	.09	.010	.11

Cheerleading Assistant

GROUP SIX	.08	.09	.10	.11	.12	.13

Freshman Football***
Football Varsity Assistant (3)
Freshman Boys Basketball***
Freshman Girls Basketball***
Boys Basketball Varsity Assistant
Girls Basketball Varsity Assistant
Boys Wrestling Varsity Assistant
Girls Wrestling Varsity Assistant
Volleyball Varsity Assistant
Ticket Manager
Assistant Athletic Director
Varsity Boys Golf Assistant**
Varsity Girls Golf Assistant**
Baseball Varsity Assistant (2)

Softball Varsity Assistant* (2)
Varsity Track Assistant (3) #
Varsity Cross Country Assistant

GROUP SEVEN	.10	.12	.14	.16	.18	.20

Head Varsity Baseball
Head Varsity Softball
Head Cheerleading
Head Cross Country
Head Boys Golf
Head Girls Golf

GROUP EIGHT	.12	.14	.16	.18	.20	.22

Head Varsity Football
Head Varsity Boys Basketball
Head Varsity Girls Basketball
Head Varsity Boys Wrestling
Head Varsity Girls Wrestling
Head Varsity Track
Head Varsity Volleyball

GROUP NINE

Athletic Director^	.28	.30	.32	.34	.36	.38

NOTE: Only positions with active participants will be paid

* - The Board is not obligated to fill these positions unless it elects to do so.

° - These positions will be paid in any year of curriculum revision and/or textbook adoption.

** - Must have a minimum of eight (8) students.

*** - These positions will only be hired in years we have a freshman team.

^ - if a GTA bargaining unit member

- Add an assistant only when HS participants reach fifty (50) or more

Stipend: Camp Michindoh Advisor - $200
Overnight Field Trips - $50 per night (Academic Only)
Choir Accompanist - $500

(1) The base of the co-curricular salary schedule shall be at the Bachelor, zero (0) step on the adopted salary schedule.

(2) Qualification for experience credit will be based on the number of years that the individual has performed the assigned duties directly related to the position (i.e., junior high, freshman, or varsity assistant basketball). If experience is in another district, verification of service must be provided to the Treasurer's office before payment will be issued. Current coaches will have retroactive placement when verification is given to the Treasurer's office.

(3) Service by members of the bargaining unit extending before or after such member's regular duty day and which is not a part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one (1) year. Notwithstanding Section 3319.11 of the Ohio Revised Code, such supplemental contract shall expire on the date stated thereon unless the Board, upon recommendation of the Superintendent, takes action to offer to said member a renewal of such supplemental contract.

All supplemental contracts shall be deemed "vacant" when the contracts expire and shall be deemed to be posted as vacant from May 1 through May 15 each school year. Employees desiring to be considered for any supplemental contract vacancy shall submit an application for each position for which he/she wishes to be considered by May 25 and the Board shall fill supplemental contract vacancies in accordance with law, including ORC Section 3313.53. The qualifications of any licensed employee for a supplemental is determined by the job description and the Superintendent, subject to approval by the Board of Education.

Returning Fall coaches will be hired in May. Returning Spring and Winter coaches will be hired in June.

The employee may indicate in his/her application for a supplemental position that his/her application shall continue from year to year and said application shall be treated by the Board as continuing from year to year until said teacher submits, in writing, a letter notifying the Board that he/she withdraws his/her application(s) for said position or positions.

Supplemental contract vacancies occurring after a position has once been filled shall be posted and filled according to Article 11.

Upon completion of duties performed under a supplemental contract (i.e., final game and completion of necessary inventory and related paperwork), as approved by the building principal, the contract will be paid in full.

(4) Teachers may be reemployed for supplemental duties prior to the board of education's action on teaching contracts. However, such reemployment is contingent on board approval of the regular teaching contract.

(5) Supplemental duty positions may be contingent on adequate participation. Supplemental duty position personnel with less than adequate participants may appeal to the Board for consideration for utilization elsewhere in the program.

(6) A person or persons serving as athletic director shall have up to, but not exceeding, a total of four (4) periods of release time to perform the assigned duties.

The current job description adopted by the Board may be divided among the person or persons serving as athletic director.

(7) The Board shall pay for the required coursework for CPR and First Aid for coaches and advisors. The training shall be provided during a teacher work day.

SUPPLEMENTAL PAYMENT

1. Athletic Oriented Supplemental Positions

a. Fall

Compensation shall be divided into six (6) pays with the first payment scheduled no later than the first regularly scheduled bargaining unit member's pay in September.

b. Winter

Compensation shall be divided into eight (8) pays with the first payment scheduled no later than the first regularly scheduled bargaining unit member's pay in December.

c. Spring

Compensation shall be divided into six (6) pays with the first payment scheduled no later than the second regularly scheduled bargaining unit member's pay in March.

2. Academic Oriented Supplemental Positions

Compensation shall be paid at the conclusion of duties and all forms completed.

ARTICLE 39 - HOSPITAL, SURGICAL, MAJOR MEDICAL INSURANCE

The Board of Education shall purchase, from a carrier licensed by the State of Ohio, medical insurance and make it available to each eligible member of the bargaining unit. The Board may choose to purchase medical insurance independently or by joining a consortium. The Board will offer at least two plans: a High Deductible (H.S.A.) plan and a traditional POS/PPO or similar plan. These plans contain four (4) tiers, Single, Employee and Spouse, Employee and child(ren), and Family.

The Board and the eligible employee shall share the cost of medical insurance. The Board shall pay 86% of the premium and the employee shall pay 14% of the premium.

Health insurance coverage will be offered to employees who average at least thirty (30) hours per week for the previous school year. The parties agree to establish a District Insurance/Healthcare Benefits Review Committee for the purpose of examining the District's current healthcare benefit offerings, Wellness Program and exploring alternatives. The Committee will be comprised of three (3) representatives from each bargaining unit, and up to three (3) additional representatives on behalf of the Board. The Committee will meet monthly. Either party may request consultants to be present at Committee meetings.

Insurance coverage shall continue to be in full force and effect until August 31st in the year a staff member retires. This applies to teachers who work the entire school year and not to teachers who do not complete the entire school year (exceptions – end of May).

If any employee has a current health care plan provided by the Board, the Board shall provide one thousand two hundred dollars per year ($1200/year) for each family and six hundred dollars per year ($600/year) for a single plan who elect to opt out of the Board provided plan. The above amount will be prorated by month based on the number of months the eligible employee was not provided the District's insurance. Any employee with a spouse employed in the District shall receive six hundred dollars per year ($600/year), if he/she elects to opt out of health insurance coverage and remain under the spouse's plan. Employees shall notify the Board if they elect to opt out of the Board provided health insurance plan during open enrollment. Persons who opt out of health insurance coverage shall be paid following the end of a plan year. Employees may revert to plan coverage if any COBRA situation attaches. The open enrollment period will be held in the fall 0for the following plan year beginning on January 1, 2021, and continue every year of this contract pending approval of the insurance carrier.

<u>Section 125 Plan</u>

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the section of benefits, under Section 125 of the Internal Revenue

Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non reimbursed medical, and dependent care. This plan shall be administered by the employer with an approved company as the enroller and record keeper of the plan. The company shall provide the school district a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non reimbursed medical payments.

Neither the employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

Spousal Coordination of Benefits

Spouses of Employees who work for an employer where insurance is available will be required to enroll in at least Single coverage through their employer.

Spouses will be exempt from this requirement if:

1. The spouse's employer does not offer medical coverage.

2. The spouse must pay more than fifty percent (50%) of the single premium.

Spouses of the bargaining unit members affected by the change in health care provider will remain under current coverage and provided an extension of coverage until the next open enrollment period provided by their employer if necessary. If the employee's spouse has to wait for the next open enrollment, they will provide a letter from their spouse's employer indicating the next open enrollment period.

ARTICLE 40 - DENTAL INSURANCE

The Board shall provide dental insurance benefits on a shared cost basis for the life of the contract as follows:

SINGLE AND FAMILY	
Employee	50%
Board	50%

If during the term of this Agreement the policy should increase or decrease in cost, the two (2) parties shall bear the increase or decrease equally.

ARTICLE 41 – VISION INSURANCE

The Board will endorse a vision insurance provider as an elective to the insurance plans offered. The employee will pay 100% of the cost if he/she elects to participate in vision coverage. All cost increases are the responsibility of the employee.

ARTICLE 42 - GROUP TERM LIFE INSURANCE

The Board of Education will contribute the appropriate dollar amount premiums for a thirty thousand dollars ($30,000) group term life insurance policy for qualified regular employees who are employed on a full time basis at least six (6) hours per day, thirty (30) hours per week, not including substitute and extra summer program personnel.

ARTICLE 43 - RETIREMENT (SEVERANCE PAY)

(Payment for unused sick leave upon retirement)

In accordance with the second paragraph of Section 143.291 of the Revised Code of Ohio, the Gibsonburg Exempted Village Board of Education shall, upon the retirement from active service of any full time, certificated/licensed teacher having served eight (8) years in the employment of the Gibsonburg Exempted Village Local Schools, grant payment for such teacher's accrued but unused sick leave on such terms and conditions as herein stated.

The payment which shall be granted shall not exceed a maximum of sixty-nine (69) days. Such payment shall be granted only upon the application thereof, and such application shall be made no less than ninety (90) days prior to the effective date of such retirement. Exceptions may be granted at the Superintendent's discretion. Payment shall be made only once to any certificated/licensed teacher. Payment shall be made into a tax sheltered annuity within thirty (30) days from the date of retirement as certified by the appropriate retirement system and shall be based upon such employee's per diem rate of pay at the time of retirement. If an employee dies prior to the payment being made thirty (30) days after retirement, the amount shall be paid to the employee's beneficiary under RC 3307.562.

The bargaining unit member may request to have the payment deposited in an IRC Section 403(b) or 457 account. This account must be from one of the Board approved vendors. A list of Board approved vendors is maintained in the Treasurer's office. The bargaining unit member must provide evidence to the Treasurer prior to receipt of the STRS verification that they have already established a proper IRC Section 403(b) or 457 account and a written statement that they wish to have the retirement payment deposited in their IRC Section 403(b) or 457 account. The bargaining unit member is not required to deposit the entire proceeds in the IRC Section 403(b) or 457 account. It will be the responsibility of the bargaining unit member to timely notify the Treasurer of the amount

to be deposited. Any amounts that exceed statutory limits or that are not designated to be paid to an approved IRC Section 403(b) or 457 account will be paid to the bargaining unit member through payroll.

Prior to this payment, the Treasurer of the Board of Education must have evidence in his/her possession that the certificated/licensed teacher is in fact in a status of retirement from the teaching profession in Ohio. This evidence shall be an affidavit or written notification supplied by the State Teachers Retirement System of Ohio.

The Treasurer of the Board of Education shall determine the daily rate of payment by dividing the actual number of contract days included in the term of service under the employee's contract into the annual salary at the time of retirement. This per diem rate shall then be multiplied by twenty-five percent (25%) of the accrued, but unused, accumulated sick leave days. However, the total payment shall not exceed the payment for sixty-nine (69) days calculated per diem rate.

No teacher terminated for cause pursuant to ORC Sections 3319.16 and 3319.161 shall be eligible for such payment.

If a bargaining unit member uses no sick leave days in a school year, he/she shall have credited to him/her, in a separate account maintained in the treasurer's office, one (1) day of bonus severance pay, not to exceed a maximum accumulation of thirty (30) bonus severance days, to be paid to him/her upon retirement. Such bonus severance pay shall be in addition to any severance pay earned under the severance pay provision of this contract and shall not be lost by virtue of any exhaustion of sick leave prior to retirement.

ARTICLE 44 - EARLY RETIREMENT INCENTIVE

Any Bargaining unit member who first becomes eligible for full service credit retirement with unreduced STRS benefits and elects to retire, and is approved by STRS, will receive severance pay equal to one-third (1/3) of the member’s accrued but unused sick leave multiplied by the member’s per diem rate of pay at the time of retirement. Once a member first becomes eligible for full service credit retirement with unreduced STRS benefits, that member must take advantage of retirement to receive the one-third (1/3) benefit. In no event shall the bargaining unit member’s severance pay exceed the value of ninety-two (92) days of sick leave. The bargaining unit member must work through the full school year. A retiring bargaining unit member may choose to retire by May 31st and if the school year does not conclude until June 1 or later, the bargaining unit member shall utilize dock days for the remaining school days.

ARTICLE 45 - STRS PICKUP (ANNUITY PROCEDURES)

The Board of Education agrees to permit all employees to have annuity pickup of STRS contributions. In annuity pickup the employee contribution is deducted from the employee pay to provide an adjusted gross income for tax purposes.

No employee in the bargaining unit shall have the option to elect a wage increase or other benefit in lieu of STRS pickup (Annuity Plan).

ARTICLE 46 - EMERGENCY PERIOD SUBSTITUTE PAY

In the event that a regular substitute is unavailable, the principal may assign a professional staff member to serve as the period substitute during his/her conference period so as to provide coverage of all classes. The class period rate for emergency period substitution is twenty-nine dollars ($29) regardless of class period length.

A period is defined as fifty (50) minutes or major portion thereof.

Forms for tracking purposes will be available in the principal's office and must be filled out within five (5) working days of the date the duty was performed.

The building administrator will keep record of and file forms for emergency period substitutes.

ARTICLE 47 - PAYROLL DEDUCTIONS

The following payroll deductions shall be permitted without cost to the professional staff member:

1. Payroll deduction for federal, state and Gibsonburg local taxes;

2. Payroll deduction for tax sheltered annuities

    a. Payroll deductions for annuities, 403B plans and 457 plans will only be permitted for those companies currently servicing employees of the Gibsonburg Exempted Village School District. Any new agent or agency requesting payroll deductions for tax sheltered annuities must have membership of five (5) employees of the Gibsonburg Exempted Village School District to qualify for this provision.

b. Approved companies who no longer have employees requiring payroll deduction will be removed from the list. There will be a maximum of six (6) companies. The number may decrease when individuals no longer make payment to the company.

c. Employees electing to have the Board deduct annuities, 403B plans and 457 plans from their pay assume the responsibility of selecting agents, brokers, and/or companies which meet the applicable IRS codes and further agree to hold harmless both the Board and the Association if any agent, broker, or company fails to meet such codes.

d. Employees may elect to have their annuity deducted the second pay of the month.

3. Payroll deduction for insurance premiums; and

4. Payroll deduction of membership dues of the GTA and its district, state, and national affiliates

a. The dues shall be deducted in twenty (20) equal installments beginning with the 2nd paycheck of the school year on the basis of deduction authorizations supplied by the Treasurer of the Association to the Treasurer by Friday of the 2nd full week of the school year. Such deductions will be irrevocable for periods of one (1) year.

b. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Treasurer of the Board with a copy to the GTA. Authorizations may be withdrawn during a period of fifteen (15) days each year ending September 15. Any requests for withdrawal after September 15 must be lodged with the GTA Treasurer.

c. Individual late enrollments until October 20th will be honored by the Treasurer.

d. The balance of the annual deductions shall be deducted from the final paycheck of a member resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.

Issues that arise concerning Association payroll deductions on the part of the District Treasurer will be corrected as of the following payroll date on which the next dues deduction is made after the error was discovered. Notification of deduction irregularities will be directed to the Association Treasurer as soon as possible following their discovery.

Said deductions (in check form) shall be remanded to the Local Association Treasurer of the Gibsonburg Teachers Association within one week (7 calendar days) of each pay

period a deduction is made. The professional staff member shall notify the Treasurer of the frequency of deductions for the pay periods.

ARTICLE 48 - PAY PERIODS

The annual salaries set forth in this Agreement shall be paid teachers in twenty-four (24) equal installments on the fifth and twentieth day of each month, beginning the first pay in September 2025. When the day for receiving a check falls on a weekend or holiday, checks will be deposited the preceding business day.

ARTICLE 49 - ELECTRONIC TRANSFER OF PAY CHECKS

The Treasurer will electronically transfer pay checks for teachers. The transfer will be made to a checking or savings account in a banking facility within a reasonable geographic area of the District.

EFFECTS OF THE CONTRACT

ARTICLE 50 - SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement, as established by the rules and regulations of the Board in force on said date, shall continue during the term of this Agreement.

ARTICLE 51 - ENTIRE AGREEMENT CLAUSE

This Contract supersedes and cancels all previous professional negotiations agreements and constitutes the entire agreement between the two (2) parties. Both parties agree that the Board retains the management rights set forth in Article 5 of this Agreement and ORC Chapter 4117 and may exercise those rights in accordance with Article 5 of this Agreement and ORC Chapter 4117.

ARTICLE 52 - BUREAU OF CRIMINAL IDENTIFICATION AND INVESTIGATION REPORT

In the event it is necessary for the Board to employ a unit member prior to having received the results of the criminal records investigation, that member's employment shall be contingent upon subsequent receipt by the Board of a report from the Federal Bureau of

Investigation (FBI) and Bureau of Criminal Identification and Investigation (BCII) which does not state that the member has been convicted of or plead guilty to any of the criminal offenses described in ORC Section 3319.39 (B) (1) or 3319.31 (A) (2). If a report is subsequently received from the Federal Bureau of Investigation (FBI) and Bureau of Criminal Identification and Investigation which does state that the member has been convicted of or plead guilty to any of such criminal offenses, the member shall be notified in writing. If the member does not deny the accuracy of the FBI and BCII report within two (2) working days, the action of the Board employing such member shall be void without any further act by any party, and without the necessity of proceedings under ORC Section 3319.16 or under the Agreement or otherwise, to formally terminate such member's contract of employment.

If the member denies the accuracy of the FBI and BCII report, the member shall immediately be placed on leave without pay or benefits for a period of up to ninety (90) days. If within that period, the Board receives a corrected report from the FBI and BCII which does not state that the member has been convicted of or plead guilty to any of the criminal offenses described in ORC Section 3319.39 (B) (1) or 3319.31 (A) (2), the member shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from the FBI and BCII which does not state that the member has been convicted of or plead guilty to any of such criminal offenses, the action of the Board employing such member shall be void without any further act by any party, and without the necessity of proceedings under ORC Section 3319.16 or under this Agreement or otherwise, to formally terminate such member's contract of employment.

Each bargaining unit member will have the option once every five (5) years to have the cost of the FBI/BCII background check completed and reimbursed by the Board, up to the amount charged by the Ohio Bureau of Motor Vehicles (DMV).

At any time during the duration of this Agreement, the Board may opt to purchase background check equipment and complete background checks at no cost to the bargaining unit members.

ARTICLE 53 – CALAMITY LEAVE ASSISTANCE PROGRAM

The Gibsonburg Exempted Village Board of Education shall establish a Calamity Leave Assistance Program which will allow individual employees to donate up to five (5) days of sick leave to each eligible applicant. Employees with less than fifty (50) days accumulated sick leave shall not be eligible to contribute.

To qualify for the Calamity Leave Assistance Program, an employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse or child) must have experienced a catastrophic illness or injury and the employee must have exhausted his/her sick leave. The Calamity Leave Assistance Program cannot

be used beyond the current contract under which the individual is employed or beyond the end of the school year in which the application is made.

Request for use of Calamity Leave Assistance Program will be considered on a case by case basis. A committee, composed of two (2) members appointed by the Board and two (2) members appointed by the Association and chaired by a mutually agreeable fifth member, will make a determination based on the following criteria.

1. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse or child) must have experienced a catastrophic illness or injury which has exhausted or will exhaust the employee's sick leave.

2. The total use of the Calamity Leave Assistance Program shall not exceed the current employee's contract or current school year.

3. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.

4. All donations of sick leave by staff members will remain confidential and should be submitted to the District Treasurer on the proper form. (See Appendix C)

5. Employees requesting consideration for the Calamity Leave Assistance Program must complete the request on the proper form (See Appendix D) and submit one (1) copy to the Superintendent and one (1) copy to the Association President.

6. Activation of the program shall require a majority vote of the committee and the chair shall vote only in the event of a tie vote of the committee.

ARTICLE 54 - EMPLOYMENT OF RETIREES AS TEACHERS

A. Definition of Retiree - A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification/licensure and background for public school teaching in Ohio.

B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ Retirees for the vacancy created by their retirement or another vacancy the retiree requests and/or agrees to teach upon the recommendation of the Superintendent. Article 11 will be implemented prior to hiring any Retiree. Prior employment in the District is not a guarantee of post-retirement employment. All statutory procedures will be followed (public hearing, time frame, etc.).

C. A Retiree shall be granted five (5) years of teaching experience on the teachers' salary schedule with the inclusion of his/her educational attainment. A Retiree shall be credited for another year on the salary schedule for each year employed after the first year hired as a Retiree. This provision expressly supersedes Chapter 3317 of the Ohio Revised Code.

D. A Retiree shall receive a one-year or two-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year or two-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of the Professional Negotiated Agreement regarding limited contract teachers shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to ORC Sections 3319.11 and 3319.111 but an evaluation will be conducted during the school year. The evaluation shall not effect automatic expiration of the limited contract.

E. A Retiree shall accumulate and may use sick leave in accordance with the provisions of the Professional Negotiated Agreement, but shall not be entitled to severance pay under the provisions of the Professional Negotiated Agreement or under law upon conclusion of employment as a Retiree.

F. A Retiree shall not be entitled to participate in insurances provided to the bargaining unit members under the provisions of the Professional Negotiated Agreement, unless the STRS mandates that districts that employ rehirees provide insurance coverage to working retirees. Rehirees may enroll in insurance coverage through the district.

G. A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Professional Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to the provisions of the Professional Negotiated Agreement.

H. A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes ORC Section 3313.53.

I. A Retiree shall be entitled to all other provisions in this Agreement that are available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

J. Retire rehire cannot be combined with any other retirement incentive program.

ARTICLE 55 - DURATION OF AGREEMENT

This Agreement shall be effective as of August 25, 2025, and shall continue in effect until August 24, 2028; subject to the Association's right to negotiate over a successor Agreement. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries.

GTA NEGOTIATIONS CHAIRPERSON

GIBSONBURG EXEMPTED VILLAGE BOARD OF EDUCATION

TEAM MEMBER

SUPERINTENDENT

TEAM MEMBER

TREASURER

TEAM MEMBER

ACCEPTED: 7/29/25 Date

ADOPTED: 7/30/25 Date

APPENDIX A

GRIEVANCE FORM GIBSONBURG EXEMPTED VILLAGE TEACHERS ASSOCIATION

A. LEVEL ONE INFORMAL DISCUSSION BETWEEN GRIEVANT AND IMMEDIATE SUPERIOR.

B. LEVEL TWO GRIEVANT'S STATEMENT OF ALLEGED GRIEVANCE:

Statement of Facts Upon Which Alleged Grievance is Based:

_____

_____

_____

_____

Date Grievance Allegedly Occurred: _____

Article(s) and Section(s) of Agreement Allegedly Violated:

_____

_____

Relief Sought:

_____

_____

_____

_____

Date of Filing _____ Signature of Grievant_____

_____

Date of Receipt Signature of Principal (or representative)
(Copy goes to Association.)

PRINCIPAL'S RESPONSE ATTACHED.

_____

Date of Response Signature of Principal

_____

Date of Receipt Signature of Grievant
(Copy goes to Superintendent.)

C. LEVEL THREE APPEAL TO SUPERINTENDENT.

_____

Date of Appeal Signature of Grievant

_____

Date of Receipt Signature of Superintendent (or representative)

SUPERINTENDENT'S RESPONSE ATTACHED.

_____

Date of Response Signature of Superintendent

_____

Date of Receipt Signature of Grievant
(Copy goes to building principal, if appropriate.)

D. LEVEL FOUR APPEAL TO ARBITRATION

_____

Date of Appeal Signature of Association Representative

_____

Date of Receipt Signature of Superintendent (or representative)

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Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement. The teacher does not give students feedback.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited contentspecific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using contentspecific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Studentcentered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and studentdirected interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily selfdirected with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of wellbeing.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of wellbeing. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students. .	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, wellbeing and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and longterm professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.

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APPENDIX C

UNDER THE PROVISIONS OF THE MASTER AGREEMENT BETWEEN THE BOARD AND THE ASSOCIATION, THE GIBSONBURG EXEMPTED VILLAGE BOARD OF EDUCATION AND THE GIBSONBURG TEACHERS ASSOCIATION HAVE AGREED TO ESTABLISH A CALAMITY LEAVE ASSISTANCE PROGRAM.

THE PURPOSE OF THIS PROGRAM IS TO ALLOW INDIVIDUAL EMPLOYEES TO DONATE UP TO A MAXIMUM OF FIVE (5) DAYS OF THEIR ACCUMULATED SICK LEAVE TO AN INDIVIDUAL WHO HAS EXPERIENCED A PERSONAL CATASTROPHIC ILLNESS OR INJURY OR TO AN INDIVIDUAL WHOSE FAMILY MEMBER HAS EXPERIENCED A CATASTROPHIC ILLNESS OR INJURY AND BEEN APPROVED BY THE CALAMITY LEAVE ASSISTANCE COMMITTEE.

GUIDELINES FOR DONATION OF SICK LEAVE

1. ANYONE MAKING A DONATION MUST HAVE ACCUMULATED AT LEAST FIFTY (50) DAYS OF SICK LEAVE.

2. SICK LEAVE WILL BE DEDUCTED FROM THE CURRENT TOTAL ACCUMULATION OF THE DONOR.

3. DONORS MAY DONATE ANY NUMBER OF DAYS UP TO A TOTAL OF FIVE (5) DAYS TO THIS CALAMITY LEAVE ASSISTANCE PROGRAM.

4. NAMES OF DONORS TO THE CALAMITY LEAVE ASSISTANCE PROGRAM WILL BE KEPT CONFIDENTIAL.

5. UNUSED CALAMITY LEAVE WILL BE RESTORED TO DONORS ON A PRORATED BASIS ROUNDED OFF TO THE NEXT LOWEST WHOLE NUMBER AT THE TERMINATION OF DONEE'S USAGE.

6. CALAMITY LEAVE ASSISTANCE PROGRAMS WILL BE ESTABLISHED ONLY TO MEET A SPECIFIC REQUEST.

I HAVE READ THE ABOVE INFORMATION AND AGREE TO DONATE _____ DAYS

FOR CALAMITY LEAVE ASSISTANCE TO _____
NAME OF EMPLOYEE RECEIVING DONATION
(NAME MAY BE WITHHELD UPON REQUEST)

I CURRENTLY HAVE A TOTAL OF _____ DAYS OF ACCUMULATED SICK LEAVE.

_____ _____
DATE NAME OF EMPLOYEE MAKING DONATION

_____
SIGNATURE

THIS FORM SHOULD BE RETURNED TO THE TREASURER, GIBSONBURG EXEMPTED VILLAGE SCHOOLS.

APPENDIX D

REQUEST FOR CALAMITY LEAVE ASSISTANCE

EMPLOYEE'S NAME_____

I AM REQUESTING _____ NUMBER OF DAYS FROM THE CALAMITY LEAVE ASSISTANCE PROGRAM.

THE REASON I AM REQUESTING CALAMITY LEAVE IS:

_____

_____

_____

_____

1. I UNDERSTAND THAT MY REQUEST WILL BE CONSIDERED AND GRANTED ONLY IF THERE ARE DAYS DONATED BY FELLOW EMPLOYEES TO THIS CALAMITY LEAVE ASSISTANCE PROGRAM.

2. I UNDERSTAND THAT THE NUMBER OF DAYS GRANTED CANNOT EXCEED THE NUMBER OF DAYS THAT HAVE BEEN DONATED.

3. I HAVE READ THE GUIDELINES FOR USE OF CALAMITY LEAVE ASSISTANCE PROGRAM IN THE MASTER AGREEMENT.

4. I UNDERSTAND THAT I AM ONLY ELIGIBLE TO USE THE CALAMITY LEAVE ASSISTANCE PROGRAM DURING MY CURRENT CONTRACT OR CURRENT SCHOOL YEAR.

I HAVE READ ALL OF THE ABOVE STATEMENTS AND AGREE TO ABIDE BY THE CONDITIONS.

_____ _____

DATE NAME OF PERSON MAKING REQUEST
(NAME MAY BE WITHHELD ON DONATION
REQUEST FORM UPON REQUEST OF PERSON
MAKING REQUEST FOR CALAMITY LEAVE
ASSISTANCE. I ____DO ____DO NOT
REQUEST THAT MY NAME BE WITHHELD.)

_____ _____

DATE APPROVED BY COMMITTEE

ONE COPY OF THIS FORM SHOULD BE RETURNED TO THE SUPERINTENDENT AND ONE COPY SHOULD BE SENT TO THE ASSOCIATION PRESIDENT.

APPENDIX E

SUPPLEMENTAL CONTRACT
REQUEST FOR PAYMENT FORM

FROM:_____(PLEASE PRINT)

I have fulfilled my duties as _____ for the _____ _____ school year and am requesting payment at this time. I have completed all fundraiser documentation that is required and have forwarded the information to the Principal's office.

_____ _____
Advisor Date

_____ _____
Building Principal Date

_____ _____
Superintendent Date

APPENDIX F

Gibsonburg Exempted Village Schools
Tuition Reimbursement
Application

This form is for tuition reimbursement only. Proof of payment must be submitted to the Treasurer's Office by September 15th. Employees should refer to their negotiated agreement for detailed criteria. Reimbursement will be issued by November 1. Include a copy of your transcript.

Name_____ School Year_____

Building Assignment_____ Position_____

COURSE	UNIVERSITY	GRADE	COMPLETION DATE	COST OF COURSE

Below will be completed by the Treasurer's Office

Application Received by Treasurer Date: _____

Transcripts Received Date: _____

Proof of Payment Received Date:_____

APPENDIX G

Gibsonburg Exempted Village Schools
Application for Column Advancement

Name_____ School Year_____

Building Assignment_____ Position_____

Date _____

Course Name and ID # _____ # of Credit Hours _____
(for record keeping purposes)

Accredited University Name _____

_____

I certify that the above course work is related to the employee's current assignment, certification area, extra-curricular duties or it would lead to another area of certification, or education-related degree.

_____ _____
Superintendent Signature for Pre-approval Date

Official transcripts or official digital copies of transcripts must be submitted to the Superintendent no later than October 1. Employees should refer to their negotiated agreement for detailed information.

Current Step _____ New Step_____

Current Column _____ New Column_____

_____ _____
Employee Signature Date

_____
For Board Office Completion Below

Application Received by Superintendent Date:_____

Official Transcripts Received Date:_____

Final Superintendent Approval: _____

GIBSONBURG EXEMPTED VILLAGE SCHOOL DISTRICT

Teacher Salary Schedule

2025-2026 School Year

% Increase:	4.00%
Base for Supplementals	$37,771

Years Exp.	Bachelor	Bachelor +15	Bachelor +25	Master	Master +15	Master +30	Master +45
0	$ 40,944	$ 42,039	$ 43,134	$ 45,023	$ 46,307	$ -	$ -
1	$ 41,794	$ 42,934	$ 44,086	$ 46,043	$ 47,372	$ -	$ -
2	$ 42,643	$ 43,784	$ 45,042	$ 47,063	$ 48,441	$ -	$ -
3	$ 43,493	$ 44,634	$ 45,994	$ 48,082	$ 49,506	$ -	$ -
4	$ 44,343	$ 45,627	$ 46,949	$ 49,102	$ 50,575	$ -	$ -
5	$ 46,194	$ 47,554	$ 48,951	$ 51,255	$ 52,879	$ -	$ -
6	$ 48,082	$ 49,556	$ 51,066	$ 53,522	$ 55,221	$ -	$ -
7	$ 50,047	$ 51,633	$ 53,257	$ 55,863	$ 57,714	$ -	$ -
8	$ 52,086	$ 53,824	$ 55,561	$ 58,318	$ 60,320	$ -	$ -
9	$ 54,239	$ 56,052	$ 57,941	$ 60,887	$ 63,040	$ -	$ -
10	$ 56,468	$ 58,432	$ 60,434	$ 63,569	$ 65,873	$ -	$ -
11	$ 58,772	$ 60,887	$ 63,040	$ 66,364	$ 68,857	$ -	$ -
12	$ 61,189	$ 63,418	$ 65,722	$ 69,272	$ 71,954	$ 73,087	$ 74,220
15	$ 61,189	$ 66,099	$ 68,554	$ 72,331	$ 75,164	$ 76,297	$ 77,431
18	$ 61,189	$ 68,857	$ 71,501	$ 75,504	$ 78,564	$ 79,697	$ 80,830
21	$ 61,189	$ 68,857	$ 73,767	$ 77,770	$ 81,397	$ 82,530	$ 83,663
24	$ 61,189	$ 68,857	$ 76,033	$ 80,037	$ 84,229	$ 85,362	$ 86,496
27	$ 61,189	$ 68,857	$ 78,299	$ 82,303	$ 87,062	$ 88,195	$ 89,328
30	$ 61,189	$ 68,857	$ 78,299	$ 82,303	$ 89,895	$ 91,028	$ 92,161
33	$ 61,189	$ 68,857	$ 78,299	$ 82,303	$ 89,895	$ 91,028	$ 92,161

GIBSONBURG EXEMPTED VILLAGE SCHOOL DISTRICT

Teacher Salary Schedule

2026-27 School Year

% Increase:	3.00%
Base for Supplementals	$38,904

Years Exp.	Bachelor	Bachelor +15	Bachelor +25	Masters	Masters +15	Masters +30	Masters +45
0	$42,172	$43,300	$44,428	$46,374	$47,696	$0	$0
1	$43,047	$44,222	$45,409	$47,424	$48,793	$0	$0
2	$43,923	$45,098	$46,393	$48,474	$49,894	$0	$0
3	$44,798	$45,973	$47,373	$49,525	$50,991	$0	$0
4	$45,673	$46,996	$48,358	$50,575	$52,092	$0	$0
5	$47,580	$48,980	$50,420	$52,793	$54,466	$0	$0
6	$49,525	$51,042	$52,598	$55,127	$56,878	$0	$0
7	$51,548	$53,182	$54,855	$57,539	$59,445	$0	$0
8	$53,649	$55,438	$57,228	$60,068	$62,130	$0	$0
9	$55,866	$57,734	$59,679	$62,713	$64,931	$0	$0
10	$58,161	$60,184	$62,246	$65,475	$67,849	$0	$0
11	$60,535	$62,713	$64,931	$68,354	$70,922	$0	$0
12	$63,024	$65,320	$67,693	$71,350	$74,112	$75,279	$76,446
15	$63,024	$68,082	$70,611	$74,501	$77,419	$78,586	$79,753
18	$63,024	$70,922	$73,645	$77,769	$80,920	$82,087	$83,255
21	$63,024	$70,922	$75,980	$80,103	$83,838	$85,005	$86,172
24	$63,024	$70,922	$78,314	$82,438	$86,756	$87,923	$89,090
27	$63,024	$70,922	$80,648	$84,772	$89,674	$90,841	$92,008
30	$63,024	$70,922	$80,648	$84,772	$92,592	$93,759	$94,926
33	$63,024	$70,922	$80,648	$84,772	$92,592	$93,759	$94,926

GIBSONBURG EXEMPTED VILLAGE SCHOOL DISTRICT

Teacher Salary Schedule

2027-28 School Year

% Increase:	3.00%
Salary Base for Supple	$40,071

Years Exp.	Bachelor	Bachelor +15	Bachelor +25	Masters	Masters +15	Masters +30	Masters +45
0	$43,437	$44,599	$45,761	$47,765	$49,127	$0	$0
1	$44,339	$45,549	$46,771	$48,847	$50,257	$0	$0
2	$45,240	$46,450	$47,785	$49,928	$51,391	$0	$0
3	$46,142	$47,352	$48,794	$51,010	$52,521	$0	$0
4	$47,043	$48,406	$49,808	$52,092	$53,655	$0	$0
5	$49,007	$50,449	$51,932	$54,376	$56,099	$0	$0
6	$51,010	$52,573	$54,176	$56,781	$58,584	$0	$0
7	$53,094	$54,777	$56,500	$59,265	$61,228	$0	$0
8	$55,258	$57,101	$58,944	$61,870	$63,993	$0	$0
9	$57,542	$59,465	$61,469	$64,594	$66,878	$0	$0
10	$59,906	$61,990	$64,114	$67,439	$69,884	$0	$0
11	$62,350	$64,594	$66,878	$70,405	$73,049	$0	$0
12	$64,915	$67,279	$69,724	$73,490	$76,335	$77,537	$78,740
15	$64,915	$70,124	$72,729	$76,736	$79,741	$80,943	$82,146
18	$64,915	$73,049	$75,854	$80,102	$83,348	$84,550	$85,752
21	$64,915	$73,049	$78,259	$82,506	$86,353	$87,555	$88,757
24	$64,915	$73,049	$80,663	$84,910	$89,358	$90,560	$91,763
27	$64,915	$73,049	$83,067	$87,315	$92,364	$93,566	$94,768
30	$64,915	$73,049	$83,067	$87,315	$95,369	$96,571	$97,773
33	$64,915	$73,049	$83,067	$87,315	$95,369	$96,571	$97,773

412 Certificate

The undersigned, Treasurer of the Board of Education of the Gibsonburg Exempted Village School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2024-2025 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Gibsonburg Exempted Village School District, Ohio, and the Superintendent of Schools of the Gibsonburg Exempted Village School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated 4/21/2025

Treasurer, Board of Education
Gibsonburg Exempted Village School

Superintendent of Schools
Gibsonburg Exempted Village Schools

President, Board of Education
Gibsonburg Exempted Village Schools

Vendor - **Gibsonburg Teachers Association – Collective Bargaining Agreement Dated August 25, 2025 – August 24, 2028**