

09-MED-03-0239

STATE EMPLOYMENT
RELATIONS BOARD

2009 JUN -3 P 1:06

PROFESSIONAL NEGOTIATIONS AGREEMENT

between

GIBSONBURG EXEMPTED VILLAGE BOARD OF EDUCATION

AND

GIBSONBURG TEACHERS ASSOCIATION

EFFECTIVE AUGUST 25, 2009 THROUGH AUGUST 24, 2012

2087-61
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**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/Ohio Education Association/National Education Association, 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, for employees specified in Section B of this article.

The GTA shall be the exclusive negotiating agent for all professional full-time and part-time certificated 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, certificated school nurses, and full-time certificated 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 nonrenewed at the conclusion of the contract, when the teacher on leave returns, or at the end of one 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, coordinators, administrative assistants, confidential personnel, and casual and seasonal personnel, all management level employees, any other administrators employed pursuant to O.R.C. 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 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 negotiations 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. Such meetings shall not usually be conducted during the regular school day.
- F. **Caucus** - Upon the request of either party, the negotiation meeting shall be recessed for one 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. 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** - If agreement is not reached within thirty (30) days prior to the expiration date of the contract, then a state of impasse shall be declared to exist.

When either party calls for the selection of a mediator, such party shall request the Federal Mediation and Conciliation Service to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service. 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 supercede that provided in Revised Code Section 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 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 Fulltime and Parttime Teaching Personnel Negotiations Agreement, the Agreement shall be printed by the Board of Education and distributed to all personnel covered by the Agreement. The cost of printing shall be borne by the Board. The Association shall be permitted to copy the Agreement and all costs shall be the responsibility of the Association. 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 non-membership 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 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. Inasmuch 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 audio-visual 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 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 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.
 7. A list of all current certificated teachers of the bargaining unit by the 20th of August of each year including names and addresses of newly employed certificated teachers following Board approval of their contracts.
 8. Two copies of the Board meeting agenda and attachments at the time of

distribution to the Board. This would include any financial reports, curriculum reports and/or related materials.

- 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** - 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/NWEOA/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 check-off 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, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members 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 non-members 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 and 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 non-member 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 work force;
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 personnel and the Board of Education shall follow 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 at least once a year in the month of January, 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 AND FORM (APPENDIX A)

A. INTRODUCTION

1. **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 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 immediate 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 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 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 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 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 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 working days after receipt of the appeal, or, if a hearing is requested, within five 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 in 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. In the event that there are multiple issues decided by the arbitrator and both parties prevail on at least one 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.

ARTICLE 8 - CONTRACTS

- A. All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed.
- B. Teaching contracts shall be granted as follows, if renewed:
 - a. Two one-year contracts, followed by eligibility for,
 - b. either a one or two-year, followed by a two-year or three-year respectively,
 - c. 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 years have taught for at least three years in the district, and those teachers who, having attained continuing contract status elsewhere, have served two years in the district. Teachers who have not attained continuing contract status as provided in this section are on limited contract status (non-tenured).
- D. Teachers eligible for a continuing contract, as set forth in Section C of this article, may request consideration to be granted a continuing contract at the end of 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. 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.

- E. Teachers requesting continuing contract must have one of the following:
 - 1. A professional, permanent, or life teacher's certificate;
 - 2. A professional educator license and have completed the applicable one of the following:
 - a. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty 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 masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six 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 must also meet other requirements established by law or application for same on file with the Superintendent before April 1 and must have requested consideration for tenure in writing to the Superintendent by April 1.

- F. Supplemental contracts shall be only a year in duration.
- G. Any suspension, non-renewal, or termination of contract shall be done in accordance with existing Ohio Revised Code.

ARTICLE 9 - EVALUATION

The Board shall conduct evaluations according to law. Current law states that if the Board intends to not re-employ a teacher on a limited contract, two evaluations shall be conducted. The first evaluation must be conducted and completed no later than January 15th of the school year with the written report of the evaluation provided no later than January 25th. The second evaluation must be conducted and completed between February 10th and April 1st, with a written report of the evaluation provided no later than April 10th. Each evaluation must be supported by

at least two occasions for not less than thirty minutes on each occasion.

The Board will continue to utilize its current evaluation policy and procedures, including the current evaluation form. If the Board determines to modify or otherwise change its evaluation policy, procedures, and/or form, a district advisory committee, including teachers, shall be organized by the superintendent of schools to assist in such modifications or changes.

The employment of long term substitute teachers and teachers employed under replacement contracts shall automatically terminate upon the return to duty of the teacher whom they were employed to replace, or at the end of the school year, whichever comes first. Such termination is automatic, without the need for any further notice or action by the Board. The parties hereto agree that provisions of Ohio Revised Code 3319.11 and 3319.111 do not apply to such substitute teachers or teachers employed under replacement contracts. "Long term substitute" is defined as a teacher employed as a substitute with an assignment to one specific teaching position for not less than thirty (30) days during a school year. "Teachers under replacement contracts" are those defined in Article I - Recognition.

Nothing herein shall be construed so as to limit the Board's authority to ultimately determine the district's policies, procedures, or form.

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 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 prior to May 15.

A. Formation of the Seniority List

The Seniority List shall be divided into categories, with each category representing a different area of certification. 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.

Members employed on a temporary certificate 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 in each principal's office by September 30 of each school year.

One copy shall be provided the president of the Association.

B. Procedure for Reduction in Force

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 teachers contracts; a list of proposed financial cuts within the District's budget; and the projected effective date of the suspension of teachers contracts. (Board action shall be defined by any resolution concerning a RIF.)

The Board shall develop and provide the Association with a R.I.F. 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 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, provided he/she holds a valid certificate in that 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, if at all possible, 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. 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 R.I.F. 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 to teach.

A member shall verify a new area or new areas of eligibility by filing any new certification(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 R.I.F. A member whose contract is suspended in a R.I.F. 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 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 R.I.F. 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 R.I.F. action if seniority and certification 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 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 R.I.F.

The R.I.F. shall terminate when no employee remains on layoff status.

ARTICLE 11 - VACANCIES

A. The Gibsonburg Exempted Village School District Board of Education recognizes the desire of teachers on the teaching staff to be made aware of vacancies within the school district. Vacancy shall be defined as any newly created position or position vacated because of death, disability leave/or retirement, retirement, non-renewal, termination, suspension pending termination, or transfer, and which the Board determines to continue in the subsequent school year. Vacancies shall be posted in the school office in each building. The vacancy notice shall include the date of posting, position(s) available, requirements for the job, 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 ten (10) days immediately after the Board becomes aware of such vacancy and again for the first ten (10) days in May, if the Board has determined to continue that position into the subsequent school year. 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. 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". 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. This potential vacancy posting may take place before an actual resignation has been approved by the Board.

- B. During the summer months of June and July, such notification shall accompany the bargaining unit members' bi-weekly pay checks. Such pre-notification of an opening shall be waived during the month of August to allow the Employer the latitude to fill a position prior to school's opening.

ARTICLE 12 - PERSONNEL FILE

The Board shall maintain a personnel file which shall be the only official file on all certificated 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 teachers' 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 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.

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 not 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 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 staff member to submit to an examination by a physician of its choice at Board expense.

Said certificated 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 teacher, upon recommendation of the Superintendent, may be granted a leave of absence for one or two 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 3313.84.

ARTICLE 16 - JURY DUTY LEAVE

If a certificated employee is selected to serve jury duty, the Superintendent shall be immediately notified by the certificated 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 must be presented to the Superintendent who shall notify 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. The certificated teacher shall complete the approved Jury Duty Affidavit immediately

upon return to school if they desire compensation. See Jury Duty Affidavit - (Appendix B).

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 on a standard form supplied by the Board of Education 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. Falsification or 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. The following examples are generally considered valid reasons for the use of restricted personal leave:
1. Funeral of a relative when absence is not covered under the Sick Leave Article in this Agreement.
 2. Probating of wills of immediate family members, as defined in Sick Leave Article.
 3. Required court appearance(s) other than as a defendant if adjudged guilty, except for minor traffic violations.
 4. Graduation exercises of the bargaining unit member or a member of his/her immediate family, as defined in Sick Leave Article.
 5. Attending a wedding in the immediate family, as defined in the Sick Leave Article.
 6. Completion of a real estate transaction involving property owned or leased by the bargaining unit member.

7. Religious holiday requiring absence from work.
 8. A serious emergency at home with the documentation form to be completed upon return.
 9. Attending school functions for a bargaining unit member's child, such as but not limited to, kindergarten screenings, field trips and/or other programs scheduled during the school day.
 10. Accompanying a bargaining unit member's child to college visitations and/or orientations.
 11. Attending graduate school requirements if scheduled during the teacher work day.
- C. The following examples are not valid reasons for the use of any personal leave:
1. To engage in or seek employment elsewhere.
- D. Bargaining unit members will be eligible for personal business leave days under the following conditions:
1. Unrestricted - Only two (2) requests per school year will be permitted under the "unrestricted" classification.
 2. No more than five percent (5%) of the bargaining unit shall be granted unrestricted personal leave on any given day.
 3. Restricted – Beginning with the 2007-2008 school year, one (1) restricted day will be permitted.

ARTICLE 18 - PROFESSIONAL LEAVE

Certificated 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 teacher shall have the right to resubmit the request as leave without pay. Certificated 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. 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: \$20.00 per day for meals with receipts; \$50.00 per day for room with receipts; actual cost of automobile

gasoline mileage up to \$60.00 with receipts; registration fees, prepaid, where possible, by Board check.

The OEA and NEA Representative Assemblies are considered to be professional meetings. Two official members per event shall be granted leave to attend such assemblies. The Board shall provide no reimbursement for such leave to attend association representative assemblies.

ARTICLE 19 - PROFESSIONAL STUDY LEAVE

After five (5) years of successful teaching in the Gibsonburg Exempted Village Schools, a certificated teacher may request a leave of absence for one or two 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 teacher is required to spend at least one 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 substitute.

ARTICLE 20 - SICK LEAVE

- A. Sick leave accumulates at the rate of 1-1/4 days per month to a maximum of 252 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 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 or any person living in the immediate household. Grandparents and grandchildren will qualify if the bargaining unit member is the primary caregiver. Three 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, 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 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 may not use pregnancy as "illness in the immediate family," (A.G. Opinion #74-022: "It is concluded that incapacity due to pregnancy does not justify granting sick leave to the pregnant woman's spouse or other members of her immediate family for the purpose of caring for her. However, sick leave can be granted to a member of the immediate family when a pregnant woman is ill, whether such illness is related to the pregnancy or not.") except for use for the delivery of a child.
- E. New bargaining unit members shall be paid regular compensation for not less than five 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.

- 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.

ARTICLE 21 - CHILD CARE LEAVE

Any certificated 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. 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 Superintendent shall notify the certificated teacher of his/her responsibility to 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 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 days in one week.

ARTICLE 22 - DISABILITY LEAVE

If a certificated teacher of the Board of Education is unable to perform satisfactorily the duties of the position because of personal illness or 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 Section 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 Superintendent shall notify the certificated teacher of his/her responsibility to 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 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

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 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 teacher to provide for an extension of a school break period, except for those that qualify under personal or sick leave guidelines.

ARTICLE 27 - FAMILY MEDICAL LEAVE ACT

An employee with at least twelve (12) months of service and who has worked at least 1250 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.

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 calendars. The GTA will submit the two calendars to its members, and then indicate the members' preference to the Board. The Board will have the option of choosing either one of the two calendars.

The school calendar shall consist of 185 days; 180 student days and five (5) teacher professional days. Beginning with the 2004-2005 school year, the five (5) professional days shall be:

1. Two (2) full inservice days, one of which will be scheduled the day prior to the first teacher records day.
2. Three (3) teacher records days with the first being the day before the first student day, the second day at the end of the first semester and the third day to be the day after the last student day. No other meetings will be

scheduled during the three (3) teacher records days.

ARTICLE 29 - TEACHER WORK DAY

- A. Teacher work day will not exceed seven 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.
- C. Elementary teachers shall be provided with 200 minutes per week for planning, preparation, and/or parental conferences.
- D. Middle School teachers shall be provided with 200 minutes per week for planning, preparation, and/or parental conferences.
- E. Secondary teachers shall be provided 200 minutes per week for planning, preparation, and/or parental conference.
- F. Certified teachers will not be asked to substitute for other teachers more than two full-days or four half-days per school year. Every effort will be made to obtain subs whenever possible. This does not apply to Article 44 – Emergency Period Substitute Pay.
- G. Teachers shall not be required to attend more than a total of one (1) mandatory meeting per month. 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 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 a 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 a 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.

- 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.

ARTICLE 30 - ENTRY YEAR PROGRAM

An Entry Year Program 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 Entry Year Program 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 Entry Year Program Committee shall contain a majority of teachers, who will be appointed by the Association.

The entry year 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 new-hired teachers who will be inductees in the program. The administration 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 stipend of \$650.00 per year will be paid. If Pathwise or Praxis III has not been utilized in the mentor process for more than three years, the training must be repeated. Said stipend shall be paid on the first pay period in May. The mentor shall be assured of adequate time during the work day to meet with the assigned inductee. 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 pro-rated.

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 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. Training

Training on the methods of assessment to be used by the Ohio Department of Education (i.e. Praxis III and Pathwise) shall be provided to inductees at Board expense. Such training time shall be in addition to any other professional leave to which the inductee may be entitled.

3. 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.

4. 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 3319.16. The new mentor shall receive a pro-rated 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 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 Board and the Association agree to create, pursuant to S.B. 230, a Local Professional Development Committee (hereinafter, LPDC). A LPDC shall be established with District-level scope 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 two (2) years. A LPDC year shall be May 1 through April 30. The term of office shall be staggered as follows: one teacher and one administrator equals two years, two teachers and one administrator equals two years.

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 – Extra Duty Salary Schedule. Said stipend 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 representatives (one administrator and one teacher) from the LPDC and one 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 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 Districts' State Report Card status. The Districts' 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, comprised of three (3) administrators and three (3) teachers. The three (3) teachers will be selected by the GTA. The purpose of this committee is to plan the staff development activities. 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 e-mail, 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.

ARTICLE 33 - CREDIT FOR PRIOR SERVICE/TEACHING EXPERIENCE

Employees shall be granted full credit for up to five (5) years 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. 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 district during a single academic year.

ARTICLE 34-A

GIBSONBURG EXEMPTED VILLAGE SCHOOLS
TEACHERS SALARY INDEX

Years of Experience	Associate	Bachelors Degree	Bach. Degree + 15 Hours *	BA + 25 Hrs* ** BA w/ Cert. ** 5 Yrs/150 Hrs. **	Masters Degree	Masters +15 Hours * ***	Masters +30 Hours * ***
0	0.865	1.000	1.025	1.050	1.094	1.123	
1	0.900	1.041	1.068	1.095	1.142	1.174	
2	0.935	1.084	1.113	1.142	1.192	1.226	
3	0.970	1.128	1.160	1.191	1.245	1.282	
4	1.005	1.174	1.208	1.243	1.300	1.339	
5	1.040	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
15			1.750	1.815	1.915	1.990	2.020
18			1.823	1.893	1.999	2.080	2.110
21				1.953	2.059	2.140	2.170
24				2.013	2.119	2.200	2.230
27				2.073	2.179	2.260	2.290

* 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 34B – SALARY INDEX

Any certificated employee that presents the Board with a letter of resignation due to retirement up to three (3) years in advance will be awarded an additional \$1,000.00 to his/her annual salary per year prior to retirement. The additional amount will be added to the annual salary and paid out over 26/27 pays. This request must be made prior to June 1st and the additional amount will begin when the new contract amounts begin. Retire-rehire employees are not eligible for the stipend.

ARTICLE 35A

GIBSONBURG EXEMPTED VILLAGE SCHOOLS
TEACHERS SALARY INDEX 2009-2010 SCHOOL YEAR

Years of Experience	Associate	Bachelors Degree	Bach. Degree + 15 Hours *	BA + 25 Hrs* ** BA w/ Cert. ** 5 Yrs/150 Hrs. **	Masters Degree	Masters +15 Hours * ***	Masters +30 Hours * ***
0	26475.92	30608.00	31373.20	32138.40	33485.15	34372.78	
1	27547.20	31862.93	32689.34	33515.76	34954.34	35933.79	
2	28618.48	33179.07	34066.70	34954.34	36484.74	37525.41	
3	29689.76	34525.82	35505.28	36454.13	38106.96	39239.46	
4	30761.04	35933.79	36974.46	38045.74	39790.40	40984.11	
5	31832.32	37433.58	38535.47	39667.97	41535.06	42851.20	
6		38963.98	40157.70	41382.02	43371.54	44748.90	
7		40555.60	41841.14	43157.28	45269.23	46769.02	
8		42208.43	43616.40	45024.37	47258.75	48880.98	
9		43953.09	45422.27	46952.67	49340.10	51084.75	
10		45758.96	47350.58	48972.80	51513.26	53380.35	
11		47626.05	49340.10	51084.75	53778.26	55798.38	
12		49584.96	51390.83	53257.92	56135.07	58308.24	59226.48
15			53564.00	55553.52	58614.32	60909.92	61828.16
18			55798.38	57940.94	61185.39	63664.64	64582.88
21				59777.42	63021.87	65501.12	66419.36
24				61613.90	64858.35	67337.60	68255.84
27				63450.38	66694.83	69174.08	70092.32

ARTICLE 35B

GIBSONBURG EXEMPTED VILLAGE SCHOOLS
TEACHERS SALARY INDEX 2010-2011 SCHOOL YEAR

Years of Experience	Associate	Bachelors Degree	Bach. Degree + 15 Hours *	BA + 25 Hrs* ** BA w/ Cert. ** 5 Yrs/150 Hrs. **	Masters Degree	Masters +15 Hours * ***	Masters +30 Hours * ***
0	26939.56	31144.00	31922.60	32701.20	34071.54	34974.71	
1	28029.60	32420.90	33261.79	34102.68	35566.45	36563.06	
2	29119.64	33760.10	34663.27	35566.45	37123.65	38182.54	
3	30209.68	35130.43	36127.04	37092.50	38774.28	39926.61	
4	31299.72	36563.06	37621.95	38711.99	40487.20	41701.82	
5	32389.76	38089.11	39210.30	40362.62	42262.41	43601.60	
6		39646.31	40860.93	42106.69	44131.05	45532.53	
7		41265.80	42573.85	43913.04	46061.98	47588.03	
8		42947.58	44380.20	45812.82	48086.34	49736.97	
9		44722.78	46217.70	47774.90	50204.13	51979.34	
10		46560.28	48179.77	49830.40	52415.35	54315.14	
11		48460.06	50204.13	51979.34	54720.01	56775.51	
12		50453.28	52290.78	54190.56	57118.10	59329.32	60263.64
15			54502.00	56526.36	59640.76	61976.56	62910.88
18			56775.51	58955.59	62256.86	64779.52	65713.84
21				60824.23	64125.50	66648.16	67582.48
24				62692.87	65994.14	68516.80	69451.12
27				64561.51	67862.78	70385.44	71319.76

ARTICLE 35C – REOPENER

A reopener will occur in the 2011-2012 school year for salary only per Article 56 of the Negotiated Agreement.

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

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 official college/university verification are furnished to the Superintendent by September 15, with the transcript required by October 30. 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.

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 in the field of education or in a planned pattern of education leading to additional certification areas.

ARTICLE 37 - EXTRA DUTY

All extra positions which are listed on the Extra Duty 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 coaches of junior high sports shall be selected by the council. One 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 Revised Code Section 3317.13.

ARTICLE 38 - EXTRA DUTY 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 Clubs (2)							
Science Club*							
Future Teachers of America							
Fall Drama Technical Advisor							
Spring Drama Technical Advisor							
Class Advisors (2)							
Elementary Computer Club							
Secondary Computer Club							
S.A.D.D.*							
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							
Middle School Computer Club							
LPDC Committee Member							
Flag Corp Advisor							
Majorette Advisor							
National Junior Honor Society							
GROUP TWO		.03	.035	.04	.045	.05	.055
High School Student Council Advisor							
Junior Class (Prom) Advisor							
Limelight Advisor							
Elementary Intramural Coordinator*							
Fall Drama Assistant Director							
Spring Musical Music Director							
Spring Musical Assistant Director							
Audio/Visual Coordinator (plus one period per day)							
LPDC Recordkeeper							
Senior Class Advisor							

GROUP THREE	.04	.045	.05	.055	.06	.065
Mat Maid Advisor (grades 7-12)						
Fall Drama Director						
Spring Musical Director						
LPDC Chairperson						
Middle School Yearbook Advisor						
GROUP FOUR	.05	.06	.07	.08	.09	.10
Junior High 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)						
Junior High Wrestling (2)						
Junior High Volleyball (2)						
Boys Junior High Track						
Girls Junior High Track						
Cross Country Assistant						
High School Quiz Bowl Coach						
High School Yearbook Advisor						
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***						
Boys Basketball Varsity Assistant						
Girls Basketball Varsity Assistant						
Wrestling Varsity Assistant						
Volleyball Varsity Assistant						
Ticket Manager						
Assistant Athletic Director						
Varsity Golf Assistant**						
Baseball Varsity Assistant (2)						
Softball Varsity Assistant* (2)						
Varsity Track Assistant (3)						

GROUP SEVEN	.10	.12	.14	.16	.18	.20
Head Varsity Baseball						
Head Varsity Softball						
Head Cheerleading						
Head Cross Country						
Head Golf						

GROUP EIGHT	.12	.14	.16	.18	.20	.22
Head Varsity Football						
Head Varsity Boys Basketball						
Head Varsity Girls Basketball						
Head Varsity Wrestling						
Head Varsity Track						
Head Varsity Volleyball						

- * - 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.

Stipend: Camp Michindoh Advisor - \$200.00
Overnight Field Trips - \$50.00 per night (Academic Only)
Choir Accompanist - \$500.00

- (1) The base of the co-curricular salary schedule shall be at the Bachelor, zero 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 year. Notwithstanding Section 3319.11 of the 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 O.R.C. 3313.53.

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 for GROUPS ONE through THREE. For GROUPS FOUR through EIGHT, payment will be made in four equal amounts with the fourth payment being issued after the Athletic Director has notified the Treasurer's office.

- (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) Extra duty positions may be contingent on adequate participation. Extra duty position personnel with less than adequate participants may appeal to the Board for consideration for utilization elsewhere in the program.
- (6) The athletic director position is an administrative supplementary duty. Beginning with the 2003-2004 school year, the athletic director shall be paid \$7,642. Every year thereafter, if reemployed, the salary shall increase at the same percentage as the BA, Step 0 on the teachers salary schedule for the effective school year. If a new athletic director is employed, the beginning salary shall be \$6,500 and, if reemployed, shall increase at the same percentage as the BA, Step 0 on the teachers salary schedule for the effective school year.

A person or persons serving as athletic director shall have up to, but not exceeding, a total of four 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 Aide for coaches and advisors. The training shall be provided during a teacher work day.

ARTICLE 39 - HOSPITAL, SURGICAL, MAJOR MEDICAL INSURANCE

The Board of Education shall provide insurance benefits to the employees on a shared cost basis for the life of the contract, as follows:

SINGLE AND FAMILY

Option 4

Employee	15%
Board	85%

The employee will pay \$10.00 generic/\$25.00 formulary/\$40 non-formulary for the prescription drug card (Option 4 only). Beginning January 1, 2011, the Mail Order co-pay will be 2.5 times the retail co-pay if required by the San-Ott Consortium.

Option 5

Employee	5%
Board	95%

The employee will pay \$10 generic/\$25.00 formulary/\$40 non-formulary for a prescription drug card and also for mail order. Beginning January 1, 2011, the Mail Order co-pay will be 2.5 times the retail co-pay if required by the San-Ott Consortium.

Half-time teachers will receive half the healthcare privileges of full-time teachers (EX. 85% covered expenses for a full-time teacher would equal 42.5% covered expenses for a half-time teacher).

In the event that the monthly premium exceeds \$1,000 (family) or \$500 (single), the premium amount above family or single will be paid at the following contribution percentage – 80% Board, 20% Employee. All other increases will be paid at the 85/15 split.

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 current health care plan provided by the Board, the Board shall provide \$1200/year for each family and \$600/year for a single plan who elect to opt out of the Board provided plan. Any employee with a spouse employed in the district shall receive \$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 by July 1 if they elect to opt out of the Board provided health insurance plan. Persons who opt out of a family or single plan shall be paid on the 26th pay of the contract year. Employees may revert to plan coverage if any COBRA situation attaches.

Section 125 Plan

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, nonreimbursed 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 nonreimbursed medical payments.

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

Spousal Coordination of Benefits

Effective August 1, 2004, 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 is another school district within the SAN-OTT School Consortium.
2. The spouse's employer does not offer medical coverage.
3. The spouse must pay more than 50% of the single premium of the Option 4 plan.
4. The spouse is retired before August 1, 2004.

All members of the bargaining unit affected by this change in circumstance will be reimbursed upon proof of insurance costs by the Gibsonburg Board of Education in full, up to but not exceeding one hundred dollars (\$100.00) a month.

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:

SuperMed Classic	% of Premiums
SINGLE AND FAMILY	
Employee	50%
Board	50%

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

ARTICLE 41 - GROUP TERM LIFE INSURANCE

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

ARTICLE 42 - 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 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-three (63) days. Such payment shall be granted only upon the application thereof, and such application shall be made no less than 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 teacher. Payment shall be made 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.

Prior to this payment, the Treasurer of the Board of Education must have evidence in his/her possession that the certificated 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 25% of the accrued, but unused, accumulated sick leave days. However, the total payment shall not exceed the payment for 63 days at the calculated per diem rate.

No teacher terminated for cause pursuant to 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 43 - STRS PICK-UP (Annuity Procedures)

The Board of Education agrees to permit all employees to have annuity pick-up of STRS contributions. In annuity pick-up 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 pick-up (Annuity Plan).

ARTICLE 44 - 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. Compensation, if requested, will be paid twice annually at the end of each semester at the rate of:

\$15.00 per period.

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

Forms for payroll 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 requesting compensation for emergency period substitutes.

ARTICLE 45 - ADDITIONAL TRAINING STIPEND

The Board of Education will provide a stipend for additional coursework taken by contracted, fulltime 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 \$10,000 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 six semester hours.
4. Teachers will submit 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.

ARTICLE 46 - 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. Effective July 1, 1991, payroll deductions for annuities 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. These companies must obtain membership of five (5) employees to requalify for payroll deduction. There will be a maximum of sixteen (16) annuity companies. The number may decrease when individuals no longer make payment to the company. The number may increase to reach the maximum of sixteen (16) companies when five (5) or more employees require payroll deduction.
 - c. Employees electing to have the Board deduct annuities 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 the Fremont Federal Credit Union will be deposited twice each month;
4. payroll deduction for insurance premiums; and
5. payroll deduction of membership dues of the GTA and its district, state, and national affiliates -
 - a. The dues shall be deducted in ten (10) 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.

Said deductions shall be deposited to the designated establishment 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 47 - PAY PERIODS

The annual salaries set forth in this Agreement shall be paid teachers in twenty-six (26) equal, bi-weekly installments on Fridays. It is understood by the Board and the Association that due to the cycles of the calendar from year to year, there will be a pay period which will be of three (3) weeks duration. This cycle is approximately every seven (7) years. The Association will be notified one (1) year prior to this change in pay periods.

ARTICLE 48 - ELECTRONIC TRANSFER OF PAY CHECKS

When feasible, the Treasurer will electronically transfer pay checks for teachers who notify the Treasurer by November 1 of their intent to receive such service. The transfer will be made to a checking or savings account in a banking facility within a reasonable geographic area of the District.

ARTICLE 49 - 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 50 - ENTIRE AGREEMENT CLAUSE

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

ARTICLE 51 - 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 R.C. 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 R.C. 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 R.C. 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 R.C. 3319.16 or under this Agreement or otherwise, to

formally terminate such member's contract of employment.

Effective August 25, 2009, each bargaining unit member will have the option once every five (5) years to have the cost of the FBI/BCII background check completed at Board expense. To be eligible, the employee must have the checks completed on a date chosen by the Board by a company of the Board's choosing.

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 52 – 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 members appointed by the Board and two 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 E)
5. Employees requesting consideration for the Calamity Leave Assistance Program must complete the request on the proper form (See Appendix F) and submit one copy to the Superintendent and one 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 53 – VISION INSURANCE

The Board will endorse a vision insurance policy 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.

The plan will have a \$10 co-payment for an examination and a \$15 co-payment for lenses and/or frames.

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 and background for public school teaching in Ohio.
- B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. Article 11 will be implemented prior to hiring any Retiree. Prior employment in the District is not a guarantee of post-retirement employment or of a particular assignment. 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 O.R.C. §§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 rehires provide insurance coverage to working retirees. Rehires will enroll in Option 5.
- 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 O.R.C. §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 – RETIREMENT INCENTIVE

A retirement cash incentive shall be paid to all teachers who select to retire under normal circumstances (i.e. not disability, termination, non-renewal or etc.). The following provisions shall govern eligibility and payment of the incentive.

1. Must have been an employee of the Gibsonburg Exempted Village Schools for a minimum of the past ten (10) years.

2. Must submit a letter of resignation on or before April 1st of the year in which they plan to retire.
3. Must meet one of the eligibility requirements listed below and must qualify for STRS retirement benefits:
 - a. Member has accumulated 30 years of service.
 - b. Member is age 55 or older and has accumulated 25 or more years of service.
 - c. Member is 60 years or older and has accumulated ten (10) or more years of service credit.
4. A teacher must retire in the year they become eligible under the requirements listed in #3 in order to be eligible to receive the cash incentive. If they chose not to retire by June 30th in the year they attain their 30th service year, they will forfeit all eligibility to the cash incentive or any future incentives.
5. This cash incentive shall not be considered as salary for purpose of calculating STRS benefits. An employee can only retire once.
6. One payment of \$30,000.00 will be made on the first payroll in January of the calendar year following the year they officially retire.
7. Any tax consequences deriving from the acceptance of this cash incentive are solely the responsibility of the employee and not the Gibsonburg Exempted Village Schools.
8. If at any time there should be a federal ruling that would find that this sort of deferred compensation to be in violation of IRS Rules, the plan will automatically revert back to a single payment plan in the year the employee is eligible for the plan and retires.
9. In the event of the death of an employee or former employee who is receiving payments under this plan, the remaining payments shall be paid to their estate per payment schedule contained in item #6 above.
10. This Retirement Incentive cannot be combined with Article 54, Employment of Retirees As Teachers.

ARTICLE 56 - DURATION OF AGREEMENT

This Agreement shall be effective as of August 25, 2009, and shall continue in effect until August 24, 2012, for all articles except 34A and 35, 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.

Kate Koop
GIBSONBURG TEACHERS ASSOCIATION:

Scott R. Wood
GIBSONBURG EXEMPTED VILLAGE
BOARD OF EDUCATION:

John Owens

Samuel L. Weigman
Thomas P. Quinn
PN to A

Glenn Rae

ACCEPTED: 4/6/09
Date

ADOPTED: 4/6/09
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
(Copy goes to Association.)

Signature of Principal (or representative)

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)

GIBSONBURG EXEMPTED VILLAGE SCHOOLS

Gibsonburg, Ohio

JURY DUTY AFFIDAVIT

NAME _____

DATE _____

DATE(S) OF ABSENCE FROM DUTY _____

LOCATION OF COURT _____

AMOUNT OF PAYMENT BY COURT _____

PER DIEM PAYMENT _____

SIGNATURE OF TEACHER

SIGNATURE OF COURT OFFICIAL

TITLE

Approved by Principal _____

Approved by Superintendent _____

Approved by Treasurer _____

GIBSONBURG

OPTION 5

APPENDIX C

Benefits	Network	Non-Network Facility Charges
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	The end of the calendar year of the 23 rd birthday	
Lifetime Maximum	\$2,500,000	
Deductible	\$600 Single; \$1,200 Family	
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 Single; \$2,000 Family	\$1,500 Single; \$3,000 Family
Physician/Office Services		
Office Visit (Illness/Injury)	\$25 copay, then 100% ²	
Urgent Care Facility Services	\$25 copay, then 100% ²	
Immunizations	First \$500 ³ at 100%, then 80% after deductible	
Allergy Testing and Treatments	80% after deductible	
Preventative Services		
Office Visit/Routine Physical Exam	\$25 copay, then 100% ²	
Well Child Care - \$750 per benefit period	\$25 copay, then 100% ² birth to age 9	
Routine Mammogram	100% (1 from age 35 to 40; 1 every rolling 24 months from age 40 to 50; and 1 every rolling 12 months from age 50)	
Routine Pap Test	100%	
Routine Testing; All Routine X-Rays, All Routine Lab, Colonoscopy/Sigmoidoscopy And PSA Testing	First \$500 ³ at 100%, then 80% after deductible	First \$500 ³ at 100%, then 60% after deductible
Outpatient Services		
Professional Services	80% after deductible	
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	The first \$500 (combined between network and non-network) per person per benefit period 100%; then 80% after deductible	The first \$500 (combined between network and non-network) per person per benefit period 100%; then 60% after deductible
Physical Therapy/Occupational Therapy Outpatient Speech Therapy Visits	\$25 copay, then 100%	\$25 copay, then 60% after deductible
Chiropractic Visits	\$25 copay, then 100% (12 visits per benefit period)	
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room	\$75 Copay (waived if admitted), then 80% after deductible (For accidents; The first \$300 of services rendered within 90 days of the accident are covered at 100%)	
Non-Emergency use of an Emergency Room	\$75 copay, then 80% after deductible	\$75 copay, then 60% after deductible

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹The office visit copay applies to the cost of the office visit only.

²The office visit copay applies to all services performed during that visit.

³The first \$500 at 100% is for all Adult Wellness (Immunizations, Routine Testing) combined.

GIBSONBURG**OPTION 5****APPENDIX C**

Benefits	Network	Non-Network Facility Charges
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Professional Services	80% after deductible	
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility	80% after deductible (120 days combined per benefit period)	60% after deductible (120 combined per benefit period)
Additional Services		
Ambulance	\$100 copay, then 100%	
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	100%	80% after deductible
Organ Transplants	80% after deductible	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental/Substance Abuse Services	80% after deductible (30 days per benefit period)	60% after deductible (30 days per benefit period)
Outpatient Mental Health and Substance Abuse Services	\$25 copay, then 100% (60 visits per benefit period)	60% after deductible (60 visits per benefit period)

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹The office visit copay applies to the cost of the office visit only.

²The office visit copay applies to all services performed during that visit.

³The first \$500 at 100% is for all Adult Wellness (Immunizations, Routine Testing) combined.

GIBSONBURG

OPTION 4

APPENDIX D

Benefits	Authorized	Non-Authorized
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit:	The end of the calendar year of the 23 rd birthday	
Lifetime Maximum	\$2,500,000	
Deductible	None	\$200 Per Inpatient Admission
Coinsurance	100%	Refer to individual benefit category below
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	None
Physician/Office Services		
Office Visit (Illness/Injury) ¹	\$10 copay, then 100%	\$10 copay, then 50%
Urgent Care Facility Services ¹	\$10 copay, then 100%	\$10 copay, then 50%
Immunizations	100%	Not covered
Allergy Testing and Treatments	100%	Not covered
Preventative Services		
Office Visit/Routine Physical Exam ¹	\$10 copay, then 100%	Not covered
Well Child Care ¹ - \$500 per benefit period	\$10 copay, then 100% birth to age 18	Not covered
Routine Mammogram	100% (One, limited to an \$85 maximum per benefit period)	
Routine Pap Test	100% (One per benefit period)	
Routine Testing; only those specifically indicated	100% (EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis)	
Outpatient Services		
Surgical Services	100%	50%
Diagnostic Services	100%	
Physical/Chiropractic/Occupational Therapies	\$10 copay, then 100% (20 visits combined per benefit period)	\$10 copay, then 50% (20 visits combined per benefit period)
Speech Therapy	\$10 copay, then 100% (10 visits combined per benefit period)	\$10 copay, then 50% (10 visits combined per benefit period)
Cardiac Rehabilitation	100%	50%
Professional Services	100%	50%
Emergency use of an Emergency Room	100%	
Non-Emergency use of an Emergency Room	100%	50%
Inpatient Facility		
Semi-Private Room and Board	100%	50% after inpatient Deductible
Professional Services	100%	50%
Maternity	100%	50% after inpatient Deductible
Skilled Nursing Facility	100% (100 days combined per benefit period)	50% after inpatient Deductible (100 days combined per benefit period)
Additional Services		
Ambulance	\$25 copay, then 100%	\$25 copay, then 50%
Durable Medical Equipment	100%	50%
Home Healthcare	100%	Not covered
Hospice	100%	Not covered
Organ Transplants	100% (Limited to one transplant per organ per lifetime; 365 day waiting period)	Not covered
Mental Health and Substance Abuse		
Inpatient Mental/Substance Abuse Services	100% (30 days per benefit period; Substance Abuse limited to one admission per benefit period, three admissions per lifetime)	Not covered
Outpatient Mental Health and Substance Abuse Services	\$10 copay, then 100% (20 visits per benefit period)	Not covered

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹The office visit copay applies to the cost of the office visit only.

APPENDIX E

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 PRO-RATED 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.

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.



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

June 2, 2009

State Employment Relations Board
65 East State Street, Twelfth Floor
Columbus, Ohio 43215

RE: Gibsonburg Teachers Association and
Gibsonburg Exempted Village Schools
Board of Education

STATE EMPLOYMENT
RELATIONS BOARD
2009 JUN -3 P 1:06

Dear Board Members:

Please be advised that the Gibsonburg Teachers Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Gibsonburg Exempted Village Schools Board of Education have successfully completed negotiations. A copy of the agreement is enclosed.

Sincerely,

Carrie Smolik
OEA Labor Relations Consultant

CS/ay

Enclosure

