CONTRACT

13-MED-03-0410
0107-01
K30046
10/23/2013

BETWEEN THE

TRI-COUNTY CAREER CENTER
BOARD OF EDUCATION

AND THE

TRI-COUNTY TEACHERS ASSOCIATION

July 1, 2013 through June 30, 2015

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ARTICLE 1
RECOGNITION

1.01 The Tri-County Career Center Board of Education, hereinafter called the "Board", recognizes the Tri-County Teachers Association, Ohio Education Association, National Education Association, hereinafter called the "Association", as the sole and exclusive bargaining agent for the bargaining unit in Section 1.02 of this Article.

1.02 The bargaining unit shall include all full-time secondary certified teaching personnel serving under regular contract, except for those excluded in Section 1.03 of this Article.

1.03 The bargaining unit shall not include certified administrative, supervisory or confidential employees, as defined under ORC 4117, or substitutes, tutors, or adult career center certificated/licensed employees.

1.04 The Board will not use the employment of part-time personnel to avoid employing full-time bargaining unit employees.

ARTICLE 2
NEGOTIATION OF A SUCCESSOR CONTRACT

2.01 Notice to Negotiate

Between one hundred and twenty (120) and ninety (90) days prior to the expiration date of this contract, either party may give notice to negotiate a successor contract. A mutually agreed date shall be set to open negotiations on or before sixty (60) days prior to the expiration of this contract.

2.02 Negotiations Procedure

A. At the initial session, the parties shall exchange a list of items to be negotiated. No new items shall be submitted thereafter except upon mutual agreement of the parties.

B. Before each negotiations session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators.

2.03 Representation

A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each negotiations team shall consist of no more than six (6) persons.

B. 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.

2.04 Caucus

Upon request of either party, a negotiation meeting shall be recessed for a caucus. Such caucus shall be for thirty (30) minutes, unless otherwise mutually agreed to.

2.05 Scope of Negotiations

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

2.06 Agreement

When tentative agreement has been reached on a successor contract, said agreement shall be reduced to writing and acted upon by the respective parties in keeping with provisions of ORC 4117.

2.07 Alternate Dispute Resolution Procedure

A. The following alternate dispute resolution procedure shall replace ORC 4117.14 (C) (2) through 4117.14 (D) (1) as provided under ORC 4117.14 (C) (1) (F), and provisions set forth in ORC 4117.14 (D) (2) and thereafter shall be followed.

B. In the event an agreement is not reached after forty-five (45) days from the first bargaining session, either party may request the assistance of a federal mediator under the guidelines of the Federal Mediation and Conciliation Service. In the event a mediator is called upon, the mediation process will last fourteen (14) calendar days from assignment of a mediator or until the expiration of the contract, whichever is less.

2.08 Interim Bargaining Committee

A. An Interim Bargaining Committee (IBC) shall be established with the effective date of this contract. The IBC shall consist of six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association. The IBC will be established without delay after the effective date of this contract.

B. The IBC shall have the authority to bargain on issues covered under 4117.08 ORC provided those issues are a response to changes in or new state legislation and/or State Department of Education rules/regulations/standards passed with an effective date on or after July 1, 1992.

C. Any bargaining during the duration of this contract, except the bargaining for a successor contract, shall be through the IBC. A majority of the IBC shall be required for approval of an addendum to the agreement.

D. Any agreement reached on an issue(s) by the IBC shall become addendums to this contract. If agreement is not reached on an issue (s) by the IBC, no changes shall

be made in wages, terms and conditions of employment from those currently in existence. This article shall not conflict with the Ohio Revised Code 4117.10.

ARTICLE 3
ASSOCIATION RIGHTS

3.01 Use of School Facilities and Equipment

A. The Association has the right, with prior notice to the building principal and/or Superintendent, to use the school building for meetings during non-school hours without fee. Such meetings shall not interfere with any previously authorized activity in said building. If such use involves additional custodial services, custodial overtime, or property damages, the Association shall reimburse the Board for such additional cost involved.

B. The Association may use the intra-school mail system in the school's offices to distribute official Association bulletins, newsletters, or other circulars.

C. The Board authorizes the use of bulletin boards in the teacher's lounges for official Association business. The Board office bulletin board may be used by the~~m~~ Association to post only notices of Association meetings.

D. The Association may use school equipment, such as typewriters, copiers, audio visual equipment and computers provided that: (1) the Association notifies the building administrator that the equipment is to be or has been used; (2) the use is for the Association business; (3) such use does not interfere with school business; (4) the Association shall provide all necessary supplies; and (5) the Association will reimburse the Board for any reasonable cost due to loss or damage incurred on such equipment while in use by the Association which is not the result of normal wear and tear on the equipment.

E. Telephones may be used in any building to carry out necessary Association business when such use does not interfere with the normal use of school phones for school business. The Association shall pay for all long distance calls made by bargaining unit members conducting Association business.

3.02 Board Meetings and Documents

A. The Association President, upon request, shall be furnished pertinent public documents that are regularly and routinely prepared in the normal hours of the school district's business, which contain information relevant and necessary to the Association's preparation for collective bargaining negotiations.

B. Prior to each regular or special Board meeting, the Board agrees to provide the Association President with a copy of the agenda and minutes of the previous meetings.

C. The President of the Association or his/her designee, shall have the right to speak to any issues open for discussion at all regularly scheduled or special meeting of the Board.

3.03 Bargaining Unit Member Information

By October 1st of each school year, the Board shall provide the Association with a list of the names, building assignments and teaching assignments for all bargaining unit employees.

3.04 New Teacher Orientation Meeting

The Board shall allow an Association representative to address new teachers for a reasonable period of time during the first orientation meeting.

3.05 Association Leave

Duly elected or designated representatives of the Association will be released from duty, without loss of pay**,** to attend official meetings of the NEA and/or OEA. Such released days will be limited to a cumulative total of six (6) days in any school year. The Association will reimburse the Board for substitutes, when obtained, for the 5th or 6th day used. No person shall use more than three (3) days.

3.06 Communications Committee

The President of the Association will select a communication committee which will meet with the staff to discuss local problems and concerns. Said committee shall consist of no fewer than three (3) members.

The committee shall meet with the principal and/or director to discuss problems and concerns with the administration.

The Labor Management Committee (LMC) will have the right to schedule Association meetings before or after school to solicit input.

The LMC/Executive committee will schedule meetings with the Superintendent when necessary to discuss any unresolved issues, concerns, and the administration of the agreement.

3.07 Association Representatives

Duly authorized representatives of the Association may transact Association business on school property at any time, so long as such activities does not serve as a distraction from scheduled work time of bargaining unit members or other school functions.

3.08 Right to Fair Share Fee

A. Payroll Deduction of Fair Share Fee - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-members shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15th of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payers - Payroll deductions of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

2. Upon Termination of Membership During the Membership Year - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deductions.

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

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

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

F. Indemnification of Employer - The Association (on behalf of itself and the OEA and NEA) agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision 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~~t~~ 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 4
GRIEVANCE PROCEDURE

4.01 Definitions and Provisions

A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of the agreement.

B. A grievant is a member of the bargaining unit or the Association alleging there has been a violation, misinterpretation, or misapplication of any provision of this agreement. The Association may be present at the adjustment of any grievance at any level for the purpose of ensuring that the adjustment is not inconsistent with the terms of this Agreement.

C. A day shall mean work days during the regular school year. During the summer months, "days" mean calendar days, excluding Saturdays, Sundays, and legal holidays.

D. During the term of this Agreement, no grievant may be represented by any teacher organization other than the Tri-County Teachers Association, OEA/NEA, in the grievance procedure initiated pursuant to this procedure.

E. A grievance may be withdrawn at any level without prejudice of record.

F. A grievance must cite the Article and Section allegedly violated. misinterpreted, or misapplied and shall indicate the relief requested.

G. The time limits in this procedure are maximums, and can only be extended by mutual agreement of the parties. Any grievance not initially filed or advanced to the next level by the grievant within the time limits provided shall be deemed withdrawn. Any grievance not answered by the administration within the time limit in that level may be appealed to the next level.

H. Grievance Records - All grievance records shall be kept separately from the teacher's personnel file and shall be subject to the same rules and confidentiality as the personnel file, except that written grievance resolutions and arbitration awards shall not be considered confidential.

4.02 Procedure

A. Level One - Informal

The grievant shall meet within ten (l0) days of the occurrence of the cause for the grievance with his/her immediate supervisor in an attempt to settle the grievance informally . If the grievance relates to a matter beyond the authority of the supervisor to resolve, the grievant may omit Level One and file the grievance at Level Three. Any grievance initiated at Level Three will indicate the reason for filing initially at that level and must be filed within ten (l0) days of the occurrence.

B. Level Two- Formal

1. If the grievance is not settled at Level One, the grievant may, within ten (10) days of the informal Level One conference, file a written grievance with his/her immediate supervisor.

2. The written grievance shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision(s) of the Agreement allegedly violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the Superintendent. Within five (5) working days after presentation of the written grievance, the supervisor shall give his/her answer in writing to the grievant.

C. Level Three - Formal

If the grievance is not resolved in Level Two, the grievant or his/her Association representative may, within ten (10) days of receipt of the supervisor's answer, request in writing a conference with the Superintendent. The Superintendent shall meet with the grievant and his/her Association representative, within ten (10) days of the request. The Superintendent shall give his/her response, in writing, to the grievant no later than five (5) days after the conference.

D. Level Four - Formal

1. If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant (through the Association) may within ten (10) days from receipt of the Level Three answer, request a hearing before an arbitrator. The grievant's request for arbitration shall be, by certified mail with return receipt requested, to the Superintendent.

2. Within ten (10) days following receipt by the Superintendent, of the grievant's request for arbitration, the grievant or his/her designated representative, shall petition the American Arbitration Association to provide both parties with a list of fifteen (15) names from which an arbitrator will be selected by use of the voluntary rules of the American Arbitration Association. If there is no mutually selected arbitrator, a second list of fifteen arbitrators shall be provided. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The decision shall be in writing m1d a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, Association, and the grievant. The arbitrator shall not have authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement. The fees and expenses of the arbitrator shall be borne equally by the Board and the Association.

4.03 Grievance Form

The Association shall develop the grievance form in accordance with the contract. This form shall be available from the Association representatives and officers.

ARTICLE 5
EMPLOYMENT STATUS

5.01 Non-Renewal of Limited Contracts

A. If the Superintendent recommends that an employee not be reemployed as per a combination of the employee's performance evaluations conducted pursuant to Section 6.07 of this Contract, as well as the recommendation of the building principal, the Board may declare its intention not to reemploy the employee by giving the employee written notice on or before the fifteenth (15th) day of May of its intention not to reemploy the employee. Any employee receiving written notice of the intention of a Board not to reemploy such employee pursuant to this Article is entitled to the hearing provisions of division (G) of ORC Section 3319.11.

B. In the event that the teacher desires a hearing before the Board of Education, the teacher shall deliver or cause to be delivered the original copy of the request to the President of the Board and copies to the Treasurer of the Board and the Superintendent.

C. The Board shall honor a request for the specified hearing. A hearing date shall be scheduled within ten (10) days after the receipt of the request. The Board shall notify the teacher in writing of the date, time and place.

D. The hearing shall be of a private nature and shall be conducted in executive session of the Board.

E. The teacher shall have the right to be accompanied at the hearing and to be represented by a person of his/her choosing.

F. The non-renewal of a teacher shall be based upon overall job performance.

5.02 Termination of Contract

The termination of contracts shall be governed by ORC 3119.16.

5.03 Individual Contracts

A. All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

1. Annual compensation to be paid for the first year of the contract.

2. Basis of determining compensation (*i.e*. amount of training and years of experience credited to the teacher).

3. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.

5.04 Sequence of Limited Contracts

A. Limited contracts issued after the effective date of this agreement to all appropriate members of the bargaining unit shall have the following duration:

..... First Contract	1 year
..... Second Contract	1 year
..... Third Contract	2 years
..... Fourth Contract	3 years
..... Fifth Contract and thereafter	5 years

B. Any teacher eligible for a multi-year limited contract may once be given a one (1) or two (2) year limited probationary contract provided such teacher is notified on or before May 15, in writing, with reasons directed at the professional improvement of the teacher consistent with the terms of Article 6, Section 6.07 of this Agreement. Upon the expiration of this limited probationary contract, the teacher shall be granted, if reemployed, a contract going back to the sequence set forth in subsection (a) above.

5.05 Continuing Contract

Teachers eligible for continuing contracts under ORC 3319.11 shall be considered for such contracts at the April or October Board meetings provided the employee has notified the Superintendent of their upcoming eligibility.

A continuing contract is a contract that remains in effect until the employee resigns, elects to retire, or is retired, or until it is terminated or suspended and shall be granted only to the following:

1. Any employee holding a professional, permanent, or life teacher's certificate and who has taught at least three (3) of the last five (5) years in the District or who has attained continuing contract elsewhere in Ohio and who has taught at least two (2) of the last five (5) years in the District;

2. Any employee who meets the following conditions and who has taught at least three (3) of the last five (5) years in the District or who has attained continuing contract elsewhere in Ohio and who has taught at least two (2) of the last five (5) years in the District:

    a. The employee was initially issued a teacher's certificate or educator license prior to January 1, 2011;

    b. The employee holds a professional educator license issued under Section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code;

    c. The employee has completed the applicable one of the following:

        i. If the employee did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty 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;

        ii. If the employee held a master's 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 shall adopt.

OR

3. Any employee who meets the following conditions and who has taught at least three (3) of the last five (5) years in the District or who has attained continuing

contract elsewhere in Ohio and who has taught at least two (2) of the last five (5) years in the District:

a. The employee never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011;

b. The employee holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code;

c. The employee has held an educator license for at least seven years;

d. The employee has completed the applicable one of the following:

i. If the employee did not hold a master's degree at the time of initially receiving 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 that license, as specified in rules which the state board shall adopt;

ii. If the employee held a master's degree at the time of initially receiving 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 that license, as specified in rules which the state board shall adopt.

5.06 Reduction In Force

A Reduction in Force ("RIF") shall be defined as the reduction or elimination of a position in the bargaining unit other than through attrition. Prior to a reduction in force attrition shall be employed as the initial means of reducing staff.

A. The Board may institute a reasonable reduction m staff for any of the following reasons:

1. Decreased enrollment of pupils.
2. Return to duty of regular Teachers after leaves of absences.
3. Suspension of school or territorial changes.
4. Financial reasons that have been made known to the Association which were the basis for the decision.

B. If the Superintendent decides to recommend that the Board implement a reduction in force, the Superintendent shall notify the Association President and any potentially affected bargaining unit members in writing, not later than ten (10) working days prior to the Board meeting in which any action will be recommended regarding the RIF. The notification shall include the reason(s) for the RIF; the position(s) proposed to be reduced; the date of the Board's meeting

where the recommendation to implement the RIF will be made; and the recommended effective date of the RIF.

C. In making such reduction by suspending contracts, the Board shall proceed in accordance with the recommendations of the Superintendent. The recommendations of the Superintendent, within each teaching field affected by RIF, shall be based upon teacher performance, with preference within each teaching field affected by RIF given to teachers who hold continuing contracts. Seniority will only be considered in recommending RIF within each teaching field affected when two (2) or more teachers have comparable performance ratings. Teachers will be considered to have comparable performance ratings unless they have received a rating of ineffective for one year, or developing for two consecutive years.

D. Seniority shall be defined as the length of continuous service as a bargaining unit member and shall not be interrupted by approved leaves of absence. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment, and then by the date the Board's job offer was accepted in writing and then by the date by which the teacher submitted a job application. Annually by the end of the first semester, the superintendent shall give a seniority list to the Association President listing all members of the bargaining unit, their first date of work, the date of Board action to employ and their areas of license/certification.

E. When reduction in force becomes necessary, it shall occur as follows:

1. Rehired-retired teachers will be the first suspended.

2. Non-tenured teachers holding temporary certification will be the next one(s) suspended.

3. Fully certificated limited contract teachers shall be the next one (s) suspended.

4. Continuing contract teachers shall be the last person(s) suspended.

F. A bargaining unit member certified/licensed to teach in more than one area, who is laid off in his/her assigned teaching field, may elect to displace the least senior bargaining unit member in another area of certification/licensure. In order to displace the least senior bargaining unit member, a bargaining unit member must have earned 9 CEUs or equivalent credit hours or taught in the other teaching field during the five years preceding the RIF or must earn the 9 CEUs or equivalent credit hours within one year of the effective date of the RIF.

G. Once it is determined which teachers are to be suspended, the Board shall establish a RIF list and such list shall be given to the Association.

H. Recall of laid off teachers

1. A teacher whose name appears on the Reduction in Force list shall be offered recall when a position becomes available for which he/she is certified. Such teachers shall be recalled in descending order with continuing contract teachers being recalled first and then, secondly fully certificated limited contract teachers. No new teachers shall be employed by the Board while there are teachers on the Reduction in Force list who are ce1tificated for any opening.

2. Teachers being recalled shall be notified by certified mail to the teacher's list last known address and said teacher shall have fifteen (15) calendar days from the date of receipt to respond affirmatively. It shall be the teacher's responsibility to make appropriate arrangements for forwarding a receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.

3. If the teacher fails to respond in the affirmative upon recall within fifteen (15) calendar days from the date notification was delivered, he/she shall be removed from the RlF list and the Board shall have no further obligation to him/her.

4. Each limited contract teacher shall remain on the recall list for up to twenty-four months from his/her last date of service unless he/she fails to accept a recall. The lay-off year shall commence on the last day of service.

I. Rights of Laid Off Teachers

1. A teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment as long as they are on the recall list, provided the teacher pays the group rate for such benefits.

2. The Administration will provide letters of recommendation for teachers affected by a reduction in force, and will attempt to provide forms of assistance, where possible, upon the request of the teacher.

J. Nothing contained herein shall abridge the Board's right to non-renew a limited contract or terminate a teacher's contract.

5.07 Rehiring of Retirees

A. Employment

1. The Board retains the right to reemploy retired teachers. The Board will make this determination on a case-by-case basis. There shall be no guarantee of employment to the District employees who have retired.

2. Any teacher who has retired under the State Teachers Retirement System (STRS) and is subsequently employed by the Board may be hired at a rate of pay different from his/her years of service as specified in the negotiated salary schedule found in Section 8.01 of this Agreement. For such bargaining unit members only, this provision expressly supersedes the negotiated salary schedule, Section 3317.13 of the Ohio Revised Code and all other applicable laws.

3. The reemployed retired teacher will be employed under a one-year limited contract, which will be automatically non-renewed at the conclusion of that year without the need for completion of evaluation procedures or completion of non-renewal procedures. (The administration may conduct formal or informal observations and/or written evaluations, as it deems appropriate.) This provision expressly supersedes any rights the reemployed teacher may otherwise have under the Ohio Revised Code Sections 3319.11 and 3319.111.

B. Salary Placement

Reemployed retired teachers will be employed and placed on Step "5" of the negotiated index, in the column which reflects their highest educational training and/or related work experience as determined by the Superintendent (BA, BA+15, 5-year, Master's). Teachers employed under this section will not accrue additional experience for the purpose of advancement on the index.

C. Sick Leave

1. Reemployed retired teachers will commence their annual employment with zero (0) days accumulated sick leave and earn one and one quarter (1 ¼) days of sick leave per month. The District may advance a teacher employed under this section up to five (5) days of sick leave, but he/she may not participate in the sick leave bank.

2. Reemployed retired teachers hired into the system shall not qualify for sick leave severance or any other retirement incentive upon separation from employment.

D. Insurance

1. Teachers employed under this section may receive District health insurance provided the teacher pays 100% of the premium cost for such insurance coverage.

2. Reemployed retired teachers hired into the system will be eligible for term-life insurance found in Section 11.02 of the negotiated agreement.

E. Personal Days

Reemployed retired teachers may have the use of three unrestricted personal leave days per year. These days do not accumulate from year to year. Teachers employed under this section will not be paid for unused personal leave days nor can they be converted to sick leave.

F. Other

Reemployed retired teachers hired into the system shall not have any bumping rights or privileges and shall not accumulate seniority.

Provisions set forth in this article will not be grievable under the grievance procedure found in Article 4, nor shall these provisions be challenged through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

ARTICLE 6
WORKING CONDITIONS

6.01 Individual Rights

The personal and private lives of teachers are private to the extent it does not interfere adversely with job performance. However, teachers are expected to adhere to the Licensure Code of Professional Conduct for Ohio Educators as adopted by the Ohio Department of Education.

6.02 Non-Discrimination

Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, national origin, sex or religion.

6.03 Discipline and Reprimand

A. A reprimand shall be defined as a verbal or written discipline of a teacher.

B. Reprimands shall be conducted in a confidential manner and not in the presence of students, other employees, or the public.

C. If a teacher is to be reprimanded, the teacher shall be given notice of such intent and shall be given the right to have an Association representative present at the meeting in which a reprimand is to be issued.

D. No teacher shall be reprimanded based upon a complaint unless the complaint procedure has been followed.

E. The principles of just cause shall apply.

6.04 Working Environment

A. Teachers shall be responsible for reporting unsafe equipment to their supervisors.

B. Teachers shall not be required to operate, or direct students to operate, any equipment which the supervisor and the teacher both believe to be unsafe.

C. If agreement on the safety issue is not reached between the teacher and the administrator, the matter may be appealed to the superintendent.

D. If the teacher is not satisfied with the superintendent's response, the teacher shall have the right to contact the appropriate authority.

6.05 Procedure for Reporting Hazardous Conditions

A. Members of the bargaining unit are responsible for reporting a hazardous condition(s) in their classrooms, laboratories, and work areas to their immediate supervisor.

B. Notification of such condition(s) shall be made in writing by the bargaining unit member on a Board designated form.

C. The Administration shall attempt to correct the problem in a reasonable time. When the necessary repair is corrected, the bargaining unit member responsible for bringing the defect to the attention of the Administration shall sign the Board designated form and return it to the Maintenance Supervisor.

6.06 No Smoking Policy

It is a violation of the Policy of the Tri-County Career Center to smoke or use tobacco in any form in school buildings of the Tri-County Career Center or any school-owned vehicle.

6.07 Evaluation

A. Definitions:

1. Evaluation Procedure: the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under Sections 3319.11.1 and 3319.11.2 of the Ohio Revised Code and to

conform to the framework for the evaluation of teachers developed under Section 3319.11.2 of the Ohio Revised Code.

2. Ohio Teacher Evaluation System (OTES): the teacher evaluation system that is codified under Sections 3319.11.1 and 3319.11.2 of the Ohio Revised Code.

3. Evaluation Framework: the document created and approved by the Ohio Department of Education (ODE) in accordance with Section 3319.1.1(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under Section 3319.11.2 of the Ohio Revised Code.

4. Evaluation Factors: the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighed equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.

5. Student Growth Measure (SGM): tool or assessment that is used to measure or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

6. Teacher Performance: the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to a "4" indicating highest performance.

7. Evaluation Rating: the final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.

8. Evaluation Cycle: the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the current school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

9. Student Learning Objective (SLO): a measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the courses.

10. Ohio Teacher and Principal Evaluation Systems (OTPES): the method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

B. General Provisions:

1. The purposes of teacher evaluation are:

   a. To serve as a tool to advance the professional development teachers.

   b. To inform instruction.

   c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

2. All teachers are to be evaluated at least once a year. The evaluation shall be completed by the first day of May and the employee shall receive a written report of the results of the evaluation by the tenth day of May.

3. In the event that the law and/or platform related to OTES change during the term of this agreement (2013-2016), then the Association and the Board agree to establish a standing joint Evaluation Development Committee ("EDC") for the purpose of establishing the policy, procedure and process, including the evaluation instrumental, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District. The EDC shall be comprised of two (2) Association members appointed by the Association president and two (2) members appointed by the Board/administration. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings. Any committee work performed outside of

the contractual work day will be paid at extended time in accordance with this Agreement.

4. Evaluation shall only be conducted by full-time, OTES credentialed administrators employed by the Board, unless otherwise provided for in Section D.1.a., below herein. If an external credentialed evaluator is required by a teacher due to questions of subjectivity, and if mutually agreed to in writing by the Treasurer and TCTA, then the cost, if any, shall be split equally by the Board and TCTA. Not later than September 15 of each year, or in the case of a new teacher within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator. If changes are made to the designation notice provided for herein, the teacher will be given advance written notice of the changes at least seven (7) days prior to any such changes taking effect. Any such changes are not subject to the grievance procedure provided for in this agreement. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

5. Teachers shall not be evaluated in the first week of school or the last two (2) weeks before the end of school.

6. All formal evaluations shall be followed within five (5) school days by a conference between the evaluator and the teacher to discuss the evaluation. Teachers shall be given a copy of the formal evaluation document and any other reports taken into consideration the day before the evaluation conference is to occur. All formal evaluations shall be signed by both the evaluator and by the person evaluated. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been reviewed by the teacher. The person evaluated shall be given the opportunity to rebut the evaluation in writing, provided such rebuttal is filed with the evaluation within five (5) days of the evaluation conference.

7. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

C. Evaluation Process:

1. General: each evaluation shall consist of two (2) cycles of formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs by the evaluator. Formal observations will be preceded by a conference between the evaluator and the teacher that will occur no more than five (5) school days prior to the observation, in order for the teacher to explain plans and objectives for the work to be observed. If a scheduled

formal observation does not occur due to the teacher missing work on the scheduled day of the formal observation, it will be immediately reassigned by the administration. There shall be at least three (3) weeks between formal observations unless impractical due to teacher scheduling and/or missed teacher work days. This timeline shall be waived in the event of a third observation. Formal observations will be followed by a conference between the evaluator and the teacher that will occur no less than five (5) school days after the observation in order to discuss performance, practices, and expectations; and to review and align such with the teacher's professional growth or improvement plan. A teacher may request an additional formal observation in addition to those required by this procedure.

2. Walkthroughs: a walkthrough is formative written assessment piece that focuses on one or more of the components as per OTES rubrics.

   A walkthrough shall be at least one (1) minute but no more than fifteen (15) consecutive minutes in duration.

3. Employee in Final Year of Limited or Limited Probationary Contract: at least three (3) formal observations of each employee who is in the final year of a limited or limited probationary contract shall be conducted if the employee is under consideration for contract nonrenewal.

4. Employee Rated as "Ineffective" on Two (2) Observations: a third observation will be conducted during the second semester of each employee who is rated as "ineffective" on two (2) observations. The purpose of the third observation is to determine if improvements in the employee's performance have been made. The summative evaluation shall be completed by May 1.

5. Remediation of Deficiencies Identified During Observations and Walkthroughs: formal observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or in the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies. The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.

   a. The remediation plan, as outlined in this section, shall detail:

      i. performance issues documented as deficient;

ii. specific performance expectations;

iii. the allocation of resources and assistance to be provided by the District to support professional development of the teachers;

iv. sufficient, specific timelines, not less than six (6) weeks, as to allow the remediation of identified deficiencies;

v. if the District is utilizing CTPEs, then specific provisions should be included to address how an employee will obtain clarification of deficiencies and who will do the follow up on the CTPEs recommendations.

D. Evaluation Rating:

For purposes of the evaluation framework under this Article, employee performance shall be rated based upon the following specific standards and criteria as set forth by the Ohio Department of Education that distinguish between the following levels of performance for employees:

a. Accomplished;

b. Proficient;

c. Developing;

d. Ineffective.

Such ratings will be determined based upon 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures in accordance with the Ohio Teacher Evaluation System ("OTES"), including a combination of value added data or an alternative student academic process measure; ODE approved assessments; and/or locally determined measures including student learning objectives.

1. Effect of Student Grown Measures:

a. Teachers meeting above expected levels of student growth much develop a professional growth plan and may choose their credential evaluator in accordance with Section B.4., above herein;

b. Teachers meeting expected levels of student growth must develop a professional growth plan collaboratively with their evaluator;

c. Teachers meeting below-expected levels of student growth must develop an improvement plan with their evaluator assigned by the Superintendent.

i. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth

measure dimension of the evaluation is below the expected level of student growth. Improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.

ii. A professional improvement plan shall include:

A. specific performance expectations, resources and assistance to be provided;

B. timelines for its completion; and

C. collaboration with the evaluator/ administrator.

2. Effect of "Ineffective Rating" for Two (2) of the Three (3) Most Recent School Years:

Beginning with the 2015-2016 school year, each employee who teaches in a core subject area and who has received a rating of ineffective on the evaluations conducted pursuant to this Section for two (2) of the three (3) most recent school years, will fall under the requirements of Ohio Revised Code Section 3319.58, as applicable.

E. Evaluation of Employees in "Special" Areas:

The EDC shall meet during the 2013-2014 contract year to create an evidence-based evaluation system to be used to evaluate employees who are employed in each of the "special" areas (non-core instructional areas such as labs, guidance counselor).

The results of the evaluations conducted pursuant to this Article shall be used by the administration and the Board in making decisions regarding retention and promotion of employees in the District, as well as for making decisions regarding removal, non-renewal and termination employees.

6.08 Personnel Files

A. There will be established and maintained one (1) official personnel file for each bargaining unit member. Such personnel files will be maintained in the office of the Superintendent. However, all economic records will be held in the office of the Board Treasurer.

B. Each teacher shall have the right, upon reasonable request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such a review.

C. At any time that anything is placed in a teacher's official personnel file, he/she will be given a copy within five (5) days of placement. All

Evaluations/Observations shall be kept in the teacher's file. Anonymous letters and materials shall not be placed in the teacher's file nor shall they be made a matter of record. If a teacher feels that any material included in his/her personnel file is derogatory, he/she shall have the right to respond to it in writing and have a copy of his/her statement attached to the material in the official file.

D. If and when a teacher and the Superintendent agree that there is adequate evidence that certain material in the teacher's file is irrelevant, inappropriate, or false, such material will either be corrected or removed from the file.

E. A teacher shall be entitled to a copy of any material in his/her personnel file, provided said teacher pays the cost of reproducing such materials.

6.09 Entry Year Program

The Tri-County Career Center shall participate in the Athens County Entry Year Program that conforms with O.D.E rules/regulations. The entry year program and assessment examination does not replace the negotiated employment evaluation (6.07) nor shall any Mentor teacher participate in any formal or informal contractual evaluation of an Entry Year Teacher. Entry Year Teachers shall be allowed to take professional leave, as appropriate, in order to complete their PRAXIS evaluation. Mentors shall receive an $800 stipend if they mentor an entry-year teacher.

6.10 Release Time for Instructors

New instructors will be granted two (2) release days to observe labs, one (1) during the first semester and one (1) in the second semester.

6.11 Complaints

Whenever a complaint, whether verbal or written, is made by a student, parent of a student, or any member of the public concerning a bargaining unit member's professional conduct or service, which in the judgment of the principal/superintendent needs to be addressed, the bargaining unit member shall be immediately informed of the nature of the complaint by the principal/superintendent in person. The bargaining unit member and the principal/superintendent shall attempt to resolve the complaint.

ARTICLE 7
WORK YEAR

7.01 School Year

The length of the school year will include one hundred and eighty (180) instructional days which include two (2) parent-teacher conference days, one and one-half (1 1/2) days for teacher in-service and one-half (1/2) work day prior to the first day of classes, and one (1) teacher records day at the close of classes for a total of one hundred and eighty- three (183) work days.

7.02 Work Day

A. The length of the regular teacher's work day shall not exceed a maximum of seven (7) hours. It shall include an uninterrupted duty-free lunch period of at least thirty (30) minutes.

B. In addition to the regular teacher's work day stated above, the school year calendar shall include seven hours of professional development meetings. Such meetings shall last one (1) hour and no more than one (1) meeting shall be scheduled during any month. If necessary a meeting may be rescheduled with at least two (2) weeks advance notice. Upon ratification of this agreement, the administration may schedule up to two (2) professional development meetings as described above.

7.03 Planning Periods

A. The schedule for each full-time equivalent teacher, who is regularly employed for six (6) or more hours per day, exclusive of lunch, shall include at least one (1) daily uninterrupted planning period. Said planning period shall be of at least two hundred (200) minutes per week and no less than thirty (30) uninterrupted minutes per day.

B. Teachers required to work through their planning period due to the implementation of the program options shall be compensated on a pro-rated basis.

C. When a teacher is required to act as a period substitute, during planning/conference time, said teacher shall be paid at a rate of $15.00 per period.

7.04 School Calendar

A. The Superintendent shall meet with Association representatives prior to the Board's action on the next year's school calendar.

B. Such meeting shall be for the purpose of providing teacher input into the calendar determination process.

C. Recommendations and suggestions of the Association shall be given to the Board by the Superintendent prior to action on adoption of the next year's school calendar.

7.05 School Closings

A. Teachers shall not be required to report to school on days school is closed due to weather conditions, or other reasons determined by the Board, as allowed by law.

B. Reasonable effort shall be made to give advance notice to teachers when delayed opening of school will occur.

ARTICLE 8
COMPENSATION

8.01 Regular Salary Schedule

A. Teachers shall be paid on the indexed salary schedule: The base pay (BA, 0 step) shall be $36,072 effective July l, 2013 and $37,154 effective July l, 2014. (See Appendix A & B).

YRS	BA	BA+15	150 HR.	MA
0	1.000	1.059	1.081	1.143
1	1.040	1.101	1.126	1.193
2	1.080	1.143	1.171	1.243
3	1.120	1.185	1.216	1.293
4	1.160	1.227	1.261	1.343
5	1.200	1.269	1.306	1.393
6	1.240	1.311	1.351	1.443
7	1.280	1.353	1.396	1.493
8	1.320	1.395	1.441	1.543
9	1.360	1.437	1.486	1.593
10	1.400	1.479	1.531	1.643
11	1.440	1.521	1.576	1.693
12	1.480	1.563	1.621	1.743
14	1.500	1.573	1.631	1.753
15	1.510	1.583	1.641	1.763
19	1.520	1.603	1.661	1.783
25	1.540	1.623	1.681	1.803

B. The negotiated Salary Index for degreed teachers shall reflect the following educational training (initial hire):

BA — A member of the bargaining unit who has received a Bachelor's Degree from an accredited college or has the experience to be placed on the BA schedule.

BA+15 — A member of the bargaining unit who has taken 15 graduate semester hours after being placed on the BA column.

150 HR. — A member of the bargaining unit who has received a Bachelor's Degree with either 150 semester hours or has earned additional semester hours to a total of 150 after receiving their Bachelor's Degree.

MA — A member of the bargaining unit who has earned a Master's Degree.

8.02 Salary Placement for Vocational Teachers (non-degree) without a BA Degree (initial hire)

A. Salary Placement for Training

Teacher Preparation	+	Vocational Degree	=	Salary Placement
Less than a BA Degree		2yr. Prov. Voc. License		BA Column
Less than a BA Degree		2nd 2yr. Prov. Voc. License		BA Column
Less than a BA Degree		5yr. Prof. Voc. License		BA+l5 column
Bachelor's Degree		5yr. Prof. Voc. License		150 HR. column

B. Credit for Non-Educational Employee Experience

1. At the time of employment, credit for recent non-educational employment in the occupational area may be granted toward placement on the teacher's salary schedule. The type and length of the experience and its direct relationship to the area taught will determine the credit.

2. In order to verify non-educational employment the teacher must submit, on company stationery, letters from each employer. The letters must designate the date of employment, job classification, and description of the job performed.

3. Non-degree teachers hired to teach vocational education programs should have their job experience and training evaluated by the Superintendent who will recommend to the Board of Education the initial placement of teachers on the teacher's salary schedule. Credit for non-educational employment, training, and/or military service is not to exceed ten (10) years. No employee shall receive more than one-year credit for any calendar year of experience, training or military service.

8.03 Salary Placement for Experience and Training

Teachers shall be placed on the appropriate step of the salary schedule according to the provisions herein stated:

A. Upon initial employment, teachers shall be given experience credit for teaching or appropriate work experience up to and including ten (10) years.

B. When a teacher completes additional training that qualifies the teacher for a higher salary column, the salary of the teacher will be adjusted effective the start of the school year. Satisfactory evidence of such course work must be submitted to the Board office by October 1st.

8.04 Pay Dates

A. Starting with FY 2015, teachers shall be paid in twenty-four (24) pays

B. If a pay date falls on a Friday when school is not in session, checks shall be mailed the day before.

C. During the summer, paychecks shall be mailed, at least one (1) day prior to the actual pay date, to the legal residence of the employee. Any teacher may pick up his/her paycheck at the Board office on the scheduled pay date or request the checks be mailed to another address by giving written notice to the Board Treasurer at least ten (10) work days prior to the end of the last work days of the school year.

D. Teachers shall have the option of having their paychecks electronically deposited into an account specified to the Treasurer. Any teacher initially employed by the Board after the 2007-2008 school year, shall have his/her paychecks electronically deposited in an account specified to the Treasurer.

8.05 Payroll Deductions

A. Upon authorization of the teacher, the following payroll deduction will be made.

1. Association Dues
2. Fund for Children and Public Education
3. Credit Union
4. Tax Sheltered Annuities
5. Income Protection/Disability Insurance
6. U.S. Savings Bonds
7. STRS Service Credit Purchase
8. American Automobile Association
9. ACTE Membership Dues
10. United Way
11. Deferred Compensation

B. Any tax sheltered annuity not currently in the District for deductions will require a minimum of five (5) enrollees to qualify for payroll deductions.

C. Association dues will start the last pay in October and will continue in equal deductions through the last pay in June and in a like way annually thereafter, unless during the month of August, authorization is submitted to stop such deductions on an Association provided form.

1. The Association shall provide the Board Treasurer information regarding annual dues amounts necessary for deduction by October 1st annually.

2. Payroll deduction authorization forms shall be provided by the Association and a copy shall be submitted to the Board Treasurer by October 15th annually.

3. A teacher employed after October 15th, may request deductions for the remainder of the year in the same way, and in lieu of paying a representation fee, by the submission of a payroll deduction authorization form to the Board Treasurer.

8.06 Tuition Reimbursement

A. Courses will be approved when the hours taken are within the teacher's area of certification or any subject area applicable to the District.

B. All courses taken under this policy shall be approved by the Superintendent on a form supplied by the district prior to taking the course.

1. The maximum reimbursement to all members of the bargaining unit of $30,000 per school year.

2. Reimbursement shall be made for courses taken during the school year. The school year shall begin with the quarter/semester designated as fall/first and shall end with the last quarter/semester designated as summer.

C. Bargaining unit members shall be reimbursed on a pro rata basis using the following formula if the budgetary cap is exceeded:

1. Individual reimbursement shall equal:

a) The budgetary cap divided by all bargaining unit member's tuition cost percentage.

b) Individual bargaining unit member's tuition incurred multiplied by the percentage of budgetary cap = total reimbursement

2. If the budgetary cap is not reached, reimbursement shall not exceed actual individual tuition costs.

D. Payment shall be made upon successful completion and submission of an official transcript and a copy of the tuition receipt, on or before October 15 of the successive school year. Payment will be made by November 15th.

1. Tuition reimbursement will not be made for courses that are audited, failed or not completed.

2. Bargaining unit members must be employed by the Board for the successive school year in order to receive reimbursement.

8.07 STRS Pick-Up before Tax

Effective last pay in October, 1986

A. The Board agrees to STRS "pick-up" utilizing the salary reduction method. Contributions to the State Teachers Retirement System will be paid on behalf of the employees in the bargaining unit at no cost to the Board, under the following terms and conditions.

1. The amount to be "picked-up" on behalf of each employee shall be the state mandated percentage of the employee's gross annual compensation withheld for retirement purposes. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal taxes only.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. Payment of all paid leaves, sick leave, personal leave and severance including m1employment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (ex: gross pay divided by the number of days worked).

B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the "pick-up" in combination with other tax deferred compensation plans.

C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinion or other governing regulations, the Board will be held harmless and this Article of Agreement shall be declared null and void. The Board shall then return to the fanner method of employer and employee retirement system contributions as soon as is necessary.

8.08 Severance Pay

A. Teachers shall receive severance pay upon retirement from active service with the Tri-County County Career Center as follows:

1. All teachers with ten (10) or more years of service with the District shall be paid one-fourth (1/4) of the teacher's accumulated sick leave up to a maximum of eighty (80) days.

B. Payments under this provision shall be based on the teacher's per diem rate at the time of retirement.

C. Each teacher who has elected to retire will receive his/her severance pay by the end of June in the fiscal year in which they retire, pursuant to IRS rules and regulations, so long as the teacher who has elected to retire actually retires on or before the last contract day in the fiscal year. A bargaining unit member may, upon notification to the treasurer at the time of retirement, have his/her severance pay placed in an annuity 403(b) plan or a deferred compensation 457 plan. Severance pay shall be paid only after receipt by the Superintendent of written evidence of approval of retirement benefits by the STRS or another State of Ohio retirement system.

8.09 Extended Service

When a teacher is required by either the State or the school district (*i.e.*, Superintendent or Board of Education) to work extended service beyond the 183 day school year, a contract shall be issued and the teacher shall be paid at their per diem rate.

8.10 Extended Time

A. The President of the Association and the Superintendent will each appoint one representative from each area to serve on an extended time committee. This committee will meet as needed to set the criteria for the disbursement of funds. $30,000 per year will be made available for extended time. Requests for extended time will be submitted to the area director who will then forward them to the Superintendent. Compensation will be $200/day or $20/hour whichever is less, for a maximum of twelve (12) days per year, unless permission is granted by the Superintendent in advance for additional days. Professional conferences shall only be compensated for a maximum of seven (7) hours per day. Unused funds shall be rolled over for use in the following school year.

8.11 Supplemental Contracts

A. Individuals performing work under supplemental contracts will be compensated at a rate of six hundred dollars ($600) per contract, paid at the end of the school year. Verification of time spent on supplemental contract work, if required by the auditors, shall be provided by the individuals in an appropriate format. A teacher may voluntarily (without pay) engage in co-curricular activities, upon approval of the Board.

B. Supplemental Positions* (All positions are paid $600 except as indicated):

LPDC Committee Member
Entry Year Mentor - $800 per entry year teacher
North Central Association Co-Chair
Senior Class Advisors/Prom
On-Line Liaison
SLO Team Member (1)
Pilot Year (2013-2014) SLO Team Non-Voting Member (1)

* (The Labor-Management Committee will meet upon ratification of this agreement to reach a mutual understanding on the listing, posting and filling of supplemental positions.)

C. New Supplemental positions may be created and added in accordance with ORC 4117.

8.12 Travel Reimbursement

A. Teachers required to provide their own transportation, in the course of performing contract duties, shall be reimbursed at the IRS rate in effect.

B. Payments for such purpose shall be filed on the Board provided form.

C. Forms are to be submitted by the 5th day of each month and payment will be made by the 20th of that month.

D. Bargaining unit members who are assigned to travel between buildings shall be reimbursed mileage in accordance with the mileage chart. Bargaining unit members will not be reimbursed for mileage to and from their homes to their primary assignments. Primary assignment shall be defined as the first building to which a bargaining unit member is assigned to report during a work day. Bargaining unit members will be paid from their primary assignment for trips between buildings and then back to their primary assignment building.

E. Expenses incurred by teacher for such service, outside of the district will be reimbursed for actual cost for parking and fees. Meals, overnight accommodations, and mileage reimbursement will be subject to review of documentation of actual expenditures submitted and may be subject to taxation depending upon IRS rules, regulations and limitations. Meals will not be reimbursed if otherwise provided for by conference/meeting attendance and the like.

F. Reimbursements for expenses will be subject to the following maximum limits:

Motel/Hotel	$100 per night
Meals	$35 per day with receipt (inclusive of up to eighteen percent (18%) gratuity)

8.13 Master Teacher

A. Bargaining unit members who are pursuing Master Teacher designation shall be granted, upon request, two (2) days professional leave for the purpose of completing certification requirements.

B. Bargaining unit members who are granted Master Teacher designation shall receive $500 per year for each year of such designation. lf the money is not awarded by the state, the Board shall provide this stipend. Certified Teachers shall provide a copy of their Master Teacher designation to be kept on file in the Board office. Payment shall be made no later than the second paycheck of December.

8.14 Criminal Background Check

The Board shall offer to perform and pay for the criminal background check necessary to apply for renewed licenses and permits. This shall not include new licenses and permits unless approved by the Superintendent. Such background checks will be done in accordance with the Ohio Revised Code.

8.15 Attendance Pay Provision

A. All bargaining unit members covered by the terms of this contract shall receive compensation based on their attendance. This article deals exclusively with the amount of sick days used during an employee's contracted work year. The use of personal and professional leave days are not used when calculating the amount of compensation.

B. The following scale will be used to determine the amount of compensation due.

Sick Days Used:	0 days	$400
	1 day	$300
	2 days	$200
	3 days	$125

C. Compensation earned as a result of this article will be paid no later than June 30 of any year.

ARTICLE 9
VACANCIES AND TRANSFERS

9.01 Posting

A. The Superintendent shall post all vacancies as soon as they become known. During the school year such notices shall be posted on the bulletin board in the offices and in all teachers' lounges. Notices of vacancies shall be posted for ten (10) school days, when school is in session.

B. During summer recess, bargaining unit members shall be notified by school email. Such notices shall include: (1) Position(s) available; (2) Subject area(s) and duties of the position(s); (3) Deadline date for application; (4) Effective starting date(s); (5) Certification requirement; and (6) Any additional pertinent information.

1. Bargaining unit members shall be notified of vacancies only if prior to the beginning of the summer recess the bargaining unit member has, in writing, notified the Superintendent of his/her desire to be transferred to the position which subsequently became vacant.

2. Vacancies occurring during summer recess will be left open for a period of five (5) days. However, if the vacancy occurs twelve (12) days or less before the beginning of school, the five (5) day posting period shall be waived.

9.02 Filling of Vacancies

No vacancy shall be filled until after ten (10) working days from the date of posting, or in the summer, date of the postmark of the mailing notice.

9.03 Voluntary Transfer

A. Teachers who desire a change in grade and/or subject assignment and hold certification for said vacancy, shall file a written application to the Superintendent, no later than the tenth (10th) working day after posting of said vacancy, or in the summer, date of the postmark of the mailing notice.

B. In acting on a request for voluntary transfer, the following criteria shall be used: The individual's (a) certification, (b) Individual qualifications, (c) Instructional Requirements, (d) Experience, and (e) Seniority in the District, when the above factors are equal.

9.04 Involuntary Transfer

A. Before a teacher is involuntarily transferred, the Superintendent, or his/her designee, shall meet with the teacher, and at the teacher's request, an Association representative. Said teacher shall be told why he/she is being transferred and to what position.

B. A teacher involuntarily transferred to a position for which he/she does not hold provisional or higher certification shall be reimbursed for all expenses incurred in obtaining provisional certification for that position.

C. No teacher shall be involuntarily transferred after October 1st for the remainder of the school year.

9.05 Transfers During a Period of RIF

No transfers will be made, during a period of RIF, that would block the laid off teacher.

ARTICLE 10
LEAVES

10.01 Sick Leave

A. Teachers shall accumulate sick leave at the rate of one and one-quarter (1 1/4) days for each completed month under contract with the Board to a maximum of fifteen (15) days per year. Sick leave may be used for absence due to personal illness, or disability, or illness related to pregnancy or injury, or exposure to a disease which could be communicated to others and for absence due to illness, injury, or death in the employee's immediate family.

B. "Immediate Family", in the case of illness, shall be interpreted to include father, father-in-law, mother, mother-in-law, grandparents, brother, sister, husband, wife, child, daughter-in-law, son-in-law, grandchild or other family members with the Superintendent's approval; and in those cases where a dependent relationship exists and that person resides in the same household as the teacher, then such person shall be considered immediate family.

C. In case of death, the above definition shall be expanded to include the "Immediate Family" of the spouse, brother-in-law, sister-in-law, niece and nephew.

D. It shall be the responsibility of each teacher to transfer any unused sick leave from a previous Ohio public employer to the office of the Treasurer.

E. Five (5) days sick leave shall be advanced to each new teacher at the start of that school year.

F. Accumulation of sick leave shall be three hundred twenty (320) days. Available sick leave may be recorded in hours rather than days, with each day accumulated being equal to seven (7) hours.

1. Sick Leave shall be deducted from the employee in no less than two (2) hour increments. Employees who provide forty-eight (48) hours advance notice may take one (1) hour of sick-leave.

2. In cases of emergency, an employee may request that the superintendent or designee waive the minimum two (2) hour increment deduction.

G. A teacher who is absent due to personal illness for three (3) or more consecutive work days, and who was attended by a doctor, may be requested to provide a doctor's statement indicating the teacher is able to perform regular duties.

10.02 Personal Leave

Three (3) days personal leave will be granted to each employee each year. Said leave will be unrestricted as to reasons and must be used in no less than one-half (1/2) day increments. Said leave shall not be used for personal gain. No more than 10% of the

bargaining unit members may use this on any one (1) day. The Superintendent shall have the authority to approve or disapprove said leave in advance; however written reasons will be provided for a denial of use. The Superintendent has the authority to waive required prior approval in emergency situations. An employee who does not use personal leave during the school year shall be allowed to:

1. carry over up to two (2) unused personal leave days in at least one-half (½) day increments into the following year, provided the employee so notifies the Treasurer by the last contractual workday of each year, and

2. cash out only whole days of unused personal leave days not carried over paid at ninety dollars ($90) per each full day.

No employee may have more than five (5) personal leave days during any year.

10.03 Professional Leave

A. The Board agrees that release time may be granted for the following educational purposes, provided sufficient notification of not less than one (1) week is given. The time limit for submitting a request for leave may be waived by the Superintendent at his/her discretion.

1. Attendance at workshops, seminars, and other professional improvement sessions designed to improve the effectiveness of the teacher's skills.

2. Educational trips which require out of state travel.

3. Conferences, seminars sponsored by the State Department of Vocational Education.

B. If leave or reimbursement is denied, the Superintendent shall give notice for his/her, or the Board's denial.

C. The Board shall reimburse expenses for travel, hotel bills, and for registration when proper forms have been filed and the leaves have been approved.

D. A teacher may be required to write a report regarding the information gained from the meeting within one (1) month following the leave.

10.04 Assault Leave

Any teacher absent due to physical or severe mental disability resulting from an assault by a student or by any other person as a result of board employment shall, upon written request, be granted a leave of absence with full pay and benefits for the period of such disability in accordance with a doctor's written statement specifying the time needed for recovery and the nature of any medical treatment necessary. Such leave shall not be granted for longer than a maximum of thirty (30) working days from the date of the assault, except in situations where medical proof justifies a longer leave, in which case,

the leave may, if the Board approves, be extended to a period of fifteen (15) additional working days.

10.05 Jury Duty

Teachers, upon written notice to the Superintendent, shall be eligible for leave for the number of days or partial days needed to accept jury duty. Such leave shall not be deducted from any other type of leave.

10.06 Court Leave

Teachers, upon written notice to the Superintendent, shall be eligible for leave for the number of days or partial days needed if subpoenaed to testify as a result of employment with the Board. Such leave shall not be deducted from any other type of leave.

10.07 Military Leave

A. In accordance with Section 3319.14 of the Ohio Revised Code, military leave of absence, without pay, shall be granted to any regular contract teacher who shall be inducted, called to active duty, or who enlists for military duty with any branch of the Armed Forces of the United States.

B. Any teacher whose teaching services in Tri-County Career Center has been interrupted by active duty services in the Armed Forces shall be re-employed in accordance with the provisions of Section 3319.14 of the Revised Code, and shall be given full credit on the salary schedule for such service up to a maximum of five (5) years.

C. Military service shall be granted pursuant to Section 5923.05 of the Revised Code of Ohio.

D. Military service in the time of national emergency, a call to active duty in the armed services, shall be credited as full time determining seniority when teacher service is interrupted.

E. In addition, applicable provisions of the Family and Medical Leave Act ("FMLA") may apply in accordance with Section 10.10 herein.

10.08 Sabbatical Leave

A. A teacher who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions. The teacher shall present to the Superintendent for approval, a written plan for professional growth prior to a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The professional growth plan shall objectively demonstrate a tangible benefit to instruction at the Tri-County Career Center. If approved for sabbatical leave, the teacher will be required to

return to the district at the end of the leave for a period of at least one (1) year, unless the teacher has completed twenty- five (25) years of teaching in this State.

B. The Board of Education may not grant such a leave unless there is available a satisfactory substitute, (as determined by the Board), not grant such leaves to more than five percent (5%) of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave. The employee will have the option of continuing all insurance benefits at the group rate during a sabbatical leave by direct payment to the Treasurer no less than seven (7) calendar days prior to the due date, providing the insurance carrier pem1its such an arrangement.

10.09 Unpaid Leaves of Absence

A. Unpaid leaves of absence may be approved by the Board upon written request of employee for up to two (2) consecutive school years in keeping with provisions of this Article as well as Ohio Revised Code. Such leave may be requested due to personal illness or other personal disability, professional study and travel, childbirth, infant child care, including adoption of a child, service in elected public or Association office, or for other reasons as approved by the Board.

B. A teacher returning from use of sick leave or an unpaid disability leave shall be assigned to the same position held prior to the leave, if it exists. Otherwise, the teacher will be assigned to a position for which certificated.

10.10 Family Medical Leave Act

A. In accordance with applicable Board Policy provisions, a teacher, employed no less than half-time, with at least 12 months service in the Tri-County Career Center immediately preceding the commencement of the leave, shall be provided 12 weeks of unpaid family medical leave (which will run concurrently with other district provided leaves during each school year) for:

1. the birth of a child and to care for the newborn child;

2. due to the placement of a child with the teacher for adoption or foster care;

3. because the teacher is needed to care for a family member (spouse, son, daughter or parent) with a serious health condition;

4. because the teacher's own serious health condition makes the teacher unable to perform the functions of his or her job; or

5. any qualifying exigency (as defined in applicable Federal Regulations) arising out of the fact that the staff member's spouse, son, daughter, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces ("Qualifying Exigency Leave"); with the following specifications:

B. The teacher shall apply in writing to the superintendent (or designee) not later than thirty (30) days prior to the beginning date of the requested leave of absence if the need for leave is foreseeable. The written application, requiring the superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Superintendent may require the teacher to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a leave. Pursuant to the Act, the employer, at its expense, may require a second medical certification by a medical provider of its choice.

C. While on family medical leave, the teacher 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 teacher had before beginning his or her leave.

D. Serious health condition is defined as an illness, injury, impairment or mental condition that involves: 1) inpatient care in a hospital, hospice or residential medical facility; or 2) continuing treatment by a health care provider.

E. Once the leave is approved by the superintendent, it may be altered or cancelled with the approval of the superintendent and the applicant.

F. Taking of intermittent leave, leave on a reduced schedule and leave near the end of an academic term shall be governed by the Act.

G. In addition, an eligible staff member who is a spouse, son, daughter, parent or next of kin of a covered service member may take up to a total of twenty-six (26) work weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the staff member has earned or accrued it, during a "single twelve (12) month period" to provide physical and/or psychological care for the covered service member ("Military Caregiver Leave"), consistent with the provisions of this Section.

10.11 Catastrophic Leave Assistance Program

A. The Tri-County Career Center shall maintain a Catastrophic Leave Assistance Program (CLAP) that will allow individual employees to donate up to five (5) days of sick leave to each eligible applicant, per school year. The maximum number of days an applicant may receive in a school year is one hundred twenty

(120). Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.

B. To qualify for the CLAP, an employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child or parent) must have experienced a catastrophic illness or injury and the employee must have exhausted his/her sick and personal leave(s). The CLAP 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.

C. Request for use of the CLAP will be considered on a case by case basis. A committee, composed of members selected by the Association 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, child or parent) must have experienced a catastrophic illness or injury that has exhausted or will exhaust the employee's accumulated sick and personal leave.

2. The total use of the CLAP 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 Association President. The Association President will submit the names and number of days to be deducted from each of the donating employees to the Treasurer.

5. Activation of the program shall require a majority vote of the committee.

ARTICLE 11
INSURANCE BENEFITS

11.01 Health Insurance Program

The Board shall offer employees a health insurance program, in effect as of July 1, 2013; with a reopener on Health Insurance (Section 11.01) which can be requested by either party. The program shall keep benefits at not less than the current level being provided by the Athens County Schools Consortium. The insurance carrier/provider to be designated by the Board.

A. The Board shall pay the following percentage of the monthly insurance premium.

Optional PPO Plan (Tier 2) with Prescription Drug
Board pays 85% of family rate
Board pays 85% of single rate

B. The Board shall provide, at no cost to the employee, a flexible spending account under the Internal Revenue Code and regulations (Section 125), a flexible spending account for the payment of bargaining unit members' insurance premium contributions on a pre-tax basis. The Board and the Association may meet to discuss the complete tax sheltering options available to employees under an IRS Section 125 Plan.

C. The following is an abbreviated benefit description; review the insurance policy booklet for an exact benefit description listing all coverages and exclusions:

COVERED BENEFITS	OPTIONAL PPO
Deductible (single/family)	$0 Network, $400/$800 Non-Network
Out-of-Pocket Max	$1,000/$2,000 Network $2,000/$4,000 Non-Network
Office Visit Co-Pay	$20 Network per visit 30% Non-Network
Preventive Care	$20 Network per visit 30% Non-Network
Maternity Services	10% Network 30% Non-Network
Inpatient Services	10% Network 30% Non-Network
Outpatient Facility Services	10% Network 30% Non-Network
Emergency and Urgent Care:	
Emergency Care in ER	10% Network and Non-Network
Urgent Care Facility	10% Network and Non-Network
Hospice/Ambulance	10% Network 10% Non-Network
Medical Supplies, Equipment & Appliances	10% Network 30% Non-Network

COVERED BENEFITS	OPTIONAL PPO
Prescription Drug Coverage:	
Network Pharmacies:	$10 generic/$30 brand
Co-Pay (30 day supply)	formulary/$50 brand
Non-Network: 50%	non-formulary
	Non-Network: 50%
Prescription Drug Coverage:	Direct Mail (90 day)
	$15 generic/$45 brand
	formulary/$75 brand
	non-formulary

1. The out of pocket maximum includes the deductible and co-insurance but does not include the co-pays for office visits or prescription drug coverage.

2. Diabetic test-strips are subject to the drug co-pay.

When a husband and wife are both employees of the Board, only one employee will be eligible for single or family coverage for hospitalization/major medical, dental insurance, prescription drug, and the health insurance conservation incentive plan.

When the spouse who "holds" the policy leaves the group, the other spouse may become the new policy holder without the evidence of insurability within 30 days of the qualifying event (death, divorce, leaving employment).

11.02 Term Life Insurance

The Board will pay for Term Life Insurance per individual of $30,000.00.

11.03 Dental Insurance

The Board will pay 100% for benefits not less than presently provided by Oasis Trust Plan 16-B. The insurance carrier is to be designated by the Board.

11.04 Health Insurance Waiver

Effective with this contract, the Board shall offer a Health Insurance Waiver (Waiver) which will incorporate the following provisions:

A. Eligible Participants

Bargaining unit members are insured under the health insurance program outlined in Section 11.01 of this contract and who are eligible for health and major medical benefits as an insured dependent under an insurance plan offered by an employer

other than the Board are eligible to participate in the Waiver. This does not apply to spouses who are both employees of the Center.

B. Waiver Payment

1. Upon completion of the application form provided by the Board and acceptance into the Waiver plan, each eligible participant who does not subscribe to the health insurance program outlined in Section 11.01 in this contract, and for whom the Board makes no insurance premium contributions toward such insurance benefits in any month, will be paid an annual incentive payment equal to fifty percent (50%) of the amount the Board would have been required to contribute to that member's health, major medical, and prescription drug insurance benefits had the member subscribed and the Board paid that portion of the premium provided in this agreement.

2. Payments will be based on the maximum coverage (single or family) for which the member was eligible during the preceding month.

3. Employees who elect to take the Waiver shall be paid once per year, no later the first pay in July. Such payment shall be subject to all applicable withholding and deductions in the same manner as other compensation benefits, but is not considered compensable earnings by STRS.

C. Involuntary Changes in Insured Status

Any bargaining unit member who participates in the Waiver and who involuntarily loses other health insurance through layoff of a spouse, death of a spouse, or divorce from a spouse or for any other reason will notify the School District Treasurer and will enroll in the Board provided insurance plan at the earliest enrollment opportunity. Such member will exercise his/her rights to continue coverage under other health insurance plans until the earliest opportunity to enroll in the Board provided insurance plan, Payment in lieu of insurance premium contributions will cease upon Board payment of insurance premiums on behalf of the member.

D. Voluntary Changes in Insured Status

Bargaining unit members who desire to cease participation in the Waiver must notify the School District Treasurer not less than thirty (30) days prior to the beginning of the next enrollment period for re-entry into the Board provided insurance plan. Payment for time under the Waiver will cease at such time as the Board begins insurance premiums on behalf of the bargaining unit member.

ARTICLE 12
COMMITTEES

12.01 Assignment to School Related Committees

A teacher shall not be required to serve on more than two (2) committees per school year. The Association President shall be first approached to obtain volunteers to serve on committees before any teacher is so assigned by the Superintendent or his/her designee.

12.02 Local Professional Development Committee

A. Creation of Local Professional Development Committee

There will be a Local Professional Development Committee (LPDC) consisting of five members who are employees of the Tri-County Board of Education. A majority of the members shall be members of the bargaining unit and shall be appointed by the Tri-County President of the Tri-County Teachers Association. Initial terms of bargaining unit members shall be two members appointed for terms of three years and one member appointed for a term of two years. Non bargaining unit members of the LPDC will be appointed for a term of three years, and one member appointed for a term of two years. Vacancies shall be filled in the manner of original appointment.

B. Duties and Powers of the LPDC

The LPDC will be responsible for approving and reviewing professional development plans for recertification and licensure as specified in Ohio Law governing such committees. The LPDC shall have no authority to make any decision contrary to any provision of this negotiated agreement, Board Policy, or any law or regulation governing the operation of public school districts. The LPDC shall not have any authority to make any decision requiring the expenditure of Board funds without express prior approval of the Board of Education.

C. Meetings of the LPDC

The LPDC shall meet when necessary but shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. All meetings of the LPDC shall be public. Minutes of meetings and records of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

1. A quorum consists of no less than two members appointed by the Association and one member appointed by the Superintendent.

2. Additional meetings may be convened by a quorum.

3. There will be 3 meetings per year or more as determined necessary by the LPDC.

D. By-laws of the LPDC

The LPDC shall adopt by-laws governing its operations by a four-fifths majority vote of its members. The LPDC by-laws shall include provisions for the appeal of the LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an independent hearing officer to hear and decide such appeals. The hearing officer may, on the request of the individual requesting appeal, be designated by a professional association to which the employee initiating the appeal is a member. For example, appeals of decisions rejecting a professional development plan for the District Treasurer could be appealed to a hearing officer designated by the Ohio Association of School Business Officials.

12.03 Labor Management Committee

A. A labor/management committee will be established upon ratification of this agreement. The committee shall consist of three (3) board representatives, which includes the superintendent and three (3) association representatives, which includes the association president The association president and the superintendent shall meet during the first week of each school year and schedule quarterly meetings for the up- corning school year.

B. The committee shall meet to discuss potential problems and promote a more harmonious working environment. Areas of discussion should include, but not be limited to: state and federal mandates affecting the school; the administration of this agreement; to notify the association of changes made by the administration that would affect the bargaining unit; disseminate general information to the parties; discuss ways to improve educational services; scheduling and holding of open house, etc. Representatives attending the Labor/Management Committee may not change the negotiated agreement, but may agree to make recommendations to their respective groups regarding issues arising during the meetings.

C. At least five (5) days prior to the meeting, each party shall furnish a list of all matters to be discussed and these shall be placed on the agenda by either the superintendent or the association president. The agenda shall be distributed to all attending committee members at least two (2) days prior to the meeting.

ARTICLE 13
DURATION AND IMPLEMENTATION

13.01 Total Agreement

This Agreement constitutes the total agreement between the parties and supersedes all previous agreements and understandings.

The Board shall make any necessary changes in policy, procedures, or practice necessary to be consistent with the terms and conditions of the Agreement

13.02 Contrary to Law

The Board and Association agree that all items in this Contract which supersede applicable state law and which may permissibly do so in Ohio Revised Code, Section 4117.10(a) shall not be affected by this Article. Should any clause(s) of this Contract be held to be in violation of the law by a Court of competent jurisdiction, then that clause(s) of the Contract shall be rendered null and void, but the remainder of the Contract will remain in full force and effect. In the event that any clause(s) of this Contract is found to be in violation of law, said clause(s) only shall be reopened for negotiation within ten (10) days by demand by either party. Such negotiations shall otherwise conform with the negotiating procedure set forth in this Contract.

13.03 Waiver of Negotiations

The parties waive their right to initiate negotiations with respect to any negotiable matter during the terms of this Agreement except as provided in ORC 4117.

13.04 Duration

This Agreement shall become effective on July 1, 2013 and shall remain in full force and effect through June 30, 2015, with the exception of Section 11.01 of Article 11 of this Agreement, which shall be subject to reopener negotiations during the term of this Agreement upon request of either party.

13.05 Signature Page

By affixing my signature, I affirm that necessary action has been taken by my respective party to enter into this Agreement.

FOR THE

TRI-COUNTY TEACHERS ASSOCIATION
OEA/NEA

PRESIDENT

NEGOTIATIONS TEAM MEMBER

NEGOTIATIONS TEAM MEMBER

NEGOTIATIONS TEAM MEMBER

NEGOTIATIONS TEAM MEMBER

NEGOTIATIONS TEAM MEMBER

FOR THE

TRI-COUNTY CAREER CENTER BOARD
OF EDUCATION

BOARD PRESIDENT

SUPERINTENDENT

TREASURER

APPENDIX A
TRI-COUNTY SALARY SCHEDULE 2013-2014

***Steps frozen during 2011-2012 and 2012-2013 will not be reinstated.**

YEARS	BACH	BA+15	150 HOUR	MASTERS
0	36,072 1.000	38,200 1.059	38,994 1.081	41,230 1.143
1	37,515 1.040	39,715 1.101	40,617 1.126	43,034 1.193
2	38,958 1.080	41,230 1.143	42,240 1.171	44,837 1.243
3	40,401 1.120	42,745 1.185	43,864 1.216	46,641 1.293
4	41,844 1.160	44,260 1.227	45,487 1.261	48,445 1.343
5	43,286 1.200	45,775 1.269	47,110 1.306	50,248 1.393
6	44,729 1.240	47,290 1.311	48,733 1.351	52,052 1.443
7	46,172 1.280	48,805 1.353	50,357 1.396	53,855 1.493
8	47,615 1.320	50,320 1.395	51,980 1.441	55,659 1.543
9	49,058 1.360	51,835 1.437	53,603 1.486	57,463 1.593
10	50,501 1.400	53,350 1.479	55,226 1.531	59,266 1.643
11	51,944 1.440	54,866 1.521	56,849 1.576	61,070 1.693
12	53,387 1.480	56,381 1.563	58,473 1.621	62,873 1.743
14	54,108 1.500	56,741 1.573	58,833 1.631	63,234 1.753
15	54,469 1.510	57,102 1.583	59,194 1.641	63,595 1.763
19	54,829 1.520	57,823 1.603	59,916 1.661	64,316 1.783
25	55,551 1.540	58,545 1.623	60,037 1.681	65,038 1.803

APPENDIX B
TRI-COUNTY SALARY SCHEDULE 2014-2015

***Steps frozen during 2011-2012 and 2012-2013 will not be reinstated.**

YEARS	BACH	BA+15	150 HOUR	MASTERS
0	37,154 1.000	39,346 1.059	40,163 1.081	42,467 1.143
1	38,640 1.040	40,907 1.101	41,835 1.126	44,325 1.193
2	40,126 1.080	42,467 1.143	43,507 1.171	46,182 1.243
3	41,612 1.120	44,027 1.185	45,179 1.216	48,040 1.293
4	43,099 1.160	45,588 1.227	46,851 1.261	49,898 1.343
5	44,585 1.200	47,148 1.269	48,523 1.306	51,756 1.393
6	46,071 1.240	48,709 1.311	50,195 1.351	53,613 1.443
7	47,557 1.280	50,269 1.353	51,867 1.396	55,471 1.493
8	49,043 1.320	51,830 1.395	53,539 1.441	57,329 1.543
9	50,529 1.360	53,390 1.437	55,211 1.486	59,186 1.593
10	52,016 1.400	54,951 1.479	56,883 1.531	61,044 1.643
11	53,502 1.440	56,511 1.521	58,555 1.576	62,902 1.693
12	54,988 1.480	58,072 1.563	60,227 1.621	64,759 1.743
14	55,731 1.500	58,443 1.573	60,598 1.631	65,131 1.753
15	56,103 1.510	58,815 1.583	60,970 1.641	65,503 1.763
19	56,474 1.520	59,558 1.603	61,713 1.661	66,246 1.783
25	57,217 1.540	60,301 1.623	62,456 1.681	66,989 1.803

Memorandum

In accordance with the Exchange of Service Agreement with Ohio University, teachers hosting University students receive banked graduate tuition/fee waivers. This tuition/fee waiver is "banked" for the use of teachers in the school district and may be used by the teachers in that district at a discounted rate of fifty percent (50%).

To initiate use of the waiver the teacher and superintendent will complete and sign the appropriate form. Once this form is completed it will be initialed by the Association President and returned to the College of Education in accordance with the agreement. No form will be submitted unless the Association President has initialed it.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TRI-COUNTY CAREER CENTER BOARD OF EDUCATION
AND THE
TRI-COUNTY TEACHERS ASSOCIATION

This Memorandum of Understanding (hereinafter, "MOU") is entered into on this 15th day of October, 2013 by and between the Tri-County Career Center Board of Education (hereinafter, "Board"), and the Tri-County Teachers Association (hereinafter, "TCTA") for the purpose of addressing important resident educator components as applied to TCTA bargaining unit members during the term of the parties' new negotiated Contract (2013-2015).

Currently, Section 6.09 of the parties' negotiated Contract (2013-2015) provides as follows:

> **6.09 Entry Year Program**
>
> The Tri-County Career Center shall participate in the Athens County Entry Year Program that conforms with O.D.E rules/regulations. The entry year program and assessment examination does not replace the negotiated employment evaluation (6.07) nor shall any Mentor teacher participate in any formal or informal contractual evaluation of an Entry Year Teacher. Entry Year Teachers shall be allowed to take professional leave, as appropriate, in order to complete their PRAXIS evaluation. Mentors shall receive an $800 stipend if they mentor an entry-year teacher.

Section 6.09 of the parties' negotiated Contract does not address resident educator components applicable to TCTA bargaining unit members during the term of the parties' new Contract. As such, by way of this MOU, the parties hereby agree to the following provisions in regards to resident educator components applicable to TCTA bargaining unit members during contract years 2013-2014 and 2014-2015 only; and such provisions will operate *in addition to* those provisions found in Section 6.09 of the parties' current negotiated Contract.

1. The parties will participate in the Resident Educator Program as provided for and governed by rules/regulations of the Ohio Department of Education;

2. Participation in the Resident Educator Program shall not replace any evaluation procedures otherwise provided for in the negotiated Contract or by law;

3. Teachers who serve as Mentors in the Resident Educator Program shall not evaluate or have any involvement in the evaluation of any resident educator;

4. Resident educators shall be permitted to use professional leave, as appropriate and approved by the administration and in accordance

with the negotiated Contract, in order to fulfill Resident Educator Program requirements;

5. Any teacher who serves as a Mentor in the Resident Educator Program for any resident educator who is in the first year of the Resident Educator Program shall receive an $800 stipend;

6. Any teacher who serves as a Mentor in the Resident educator Program for two (2) resident educators who are in their respective first years in the Program shall receive an $800 stipend per resident educator, for a total stipend of $1,600.

7. Any teacher who serves as a Mentor in the Resident Educator Program for a resident educator who is in the second year of the Resident Educator Program shall receive a $400 stipend; and

8. Any teacher who serves as a Mentor in the Resident Educator Program for (2) resident educators who are in their respective second years in the Program shall receive a $400 stipend per resident educator, for a total stipend of $800.

This MOU shall become effective immediately upon execution of the parties.

The parties to this MOU hereby affirm and agree that this is a one-time MOU only and that it does affect any other provisions, terms or conditions of the parties' negotiated Contract in any other way either now or in the future.

The parties to this MOU also hereby affirm and agree that the terms of this MOU shall not be construed as establishing any precedent or past practice between the parties with respect to the issues addressed herein or any other issues.

The parties to this MOU hereby acknowledge that they each enter into this MOU voluntarily with full knowledge of its contents and significance.

William Wittman, Superintendent — Date: 9/30/13

David Wooster, TCTA President — Date: 9/30/13

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Original to L Dukes 10/1/13

412 CERTIFICATE

Negotiated TCTA Contract (7/1/13-6/30/15)

The undersigned, Treasurer of the Board of Education of the Tri-County Career Center, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Years 2014 and 2015 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

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

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

Date: August 20, 2013

Treasurer, Board of Education
Tri-County Career Center, Ohio

Superintendent
Tri-County Career Center, Ohio

President, Board of Education
Tri-County Career Center, Ohio