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MASTER CONTRACT

BETWEEN THE

TRIMBLE LOCAL BOARD OF EDUCATION

AND THE

TRIMBLE LOCAL TEACHERS' ASSOCIATION

AUGUST 26, 2013 THRU AUGUST 25, 2016

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ARTICLE 1 - RECOGNITION

1.01 Association Recognition

- A. The Trimble Local Board of Education, hereinafter, referred to as "employer" or "Board", recognizes the Trimble Local Teachers' Association, OEA/NEA Local, hereinafter referred to as "Association", as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117.00 of the Ohio Revised Code, for all professional, non-supervisory personnel, (as certified by the State Employment Relations Board), both full and part time whether under contract, either verbal or written, on leave, employed or to be employed by the Board performing to or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers, (vocational, academic) guidance counselors, librarians, media and program specialists, coordinators, and tutors.
- B. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other administrative personnel as defined in Chapter 4117 O.R.C. are excluded from the bargaining unit. The Association recognizes that casual day-to-day substitutes are excluded from the bargaining unit. The Board recognizes that the Association representation will include any newly created position unless employment to the position is governed by Section 3319.02 O.R.C.

1.02 Equal Rights Clause

The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, age, national origin, or handicap.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

2.01 Initiation of Negotiations

- A. Either party may initiate negotiations by serving notice upon the other party of a desire to negotiate at least sixty (60) days prior to the expiration of the contract.
- B. A request from the Association shall be sent to the Superintendent. A request from the Board shall be sent to the President of the Association.
- C. Within one (1) week of the request, a mutually convenient meeting date shall be arranged.

2.02 Negotiations Procedures

In order to approach the negotiations process in a more cooperative, collaborative, and collegial manner, the Trimble Local Teachers' Association and the Trimble Local Board of Education agree to adopt the following negotiations procedure:

Definitions:

Issue - a topic or subject of discussion or negotiation.

Interest - a party's concern, need, desire, or goal behind an issue

Housekeeping - correcting an item that does not change the meaning or intent of contract language, e.g., a misspelling, an expired date, etc.

At the initial session, the parties shall bring a list of no more than 10 issues, and no further issues may be brought to the table without the mutual agreement of both parties. Each side then will alternately explain the interest said party has in each issue. The other side can ask clarifying questions but cannot debate the issue.

At the following session each party will bring draft language of each issue they wish to still bring to the table and again explain the interest behind each issue. Beginning with this session, and at every subsequent session, the parties will counter and discuss issue proposals until an agreement is reached.

If bargaining ends in impasse, or breaks down for any reason, the negotiation procedure will revert from interest-based bargaining to traditional bargaining procedure.

2.03 Tentative Agreement

- A. When tentative agreement has been reached on all items, the proposed agreement will be reduced to writing and shall be submitted to the Association for ratification, and upon such ratification, submitted to the Board for approval.
- B. There shall be three (3) signed copies of the final agreement and each shall be signed by the President of the Board on behalf of the Board and the President of the Association on behalf of the Association.

2.04 Mutually Agreed Dispute Resolution

- A. If, forty-five (45) days prior to the expiration of the contract, the parties have items as yet unresolved, the parties shall jointly request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

- B. In the event agreement is not reached on all unresolved issues through mediation, the Association shall have the right to proceed in accordance with the provisions of Section 4117.14 (D) (2) and Section 4117.18(C) of the Ohio Revised Code.

2.05 Printing of Contract

An electronic PDF version of the contract shall be made available by the board of education on the school district webpage. The TLTA and the board treasurer shall also be provided an unsigned Word version of the contract to enable easier editing for future negotiations. The official version shall be the signed PDF version on the webpage.

2.06 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 and those issues that are a response to changes in or new state legislation and/or State Department of Education Rules/Regulations/Standards.
- C. Any bargaining during the duration of this contract, except the bargaining for a successor contract, shall be through the IBC, within fifteen (15) days. The Superintendent and President of the Association shall within five (5) days of the request mutually agree to the need and, if needed, set a committee meeting date. IBC meetings will be limited to a maximum of two per school year.
- D. Any agreement reached on an issue(s) by the IBC shall become addendums to this contract after being ratified by the membership of the Association and the Board. 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.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 Definitions

- A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- B. A grievant is a member of the bargaining unit or the association having a grievance.

- C. A day shall mean work days during the regular school year. During summer months, "days" mean calendar days, excluding Saturdays, Sundays, and legal holidays.
- D. Appropriate supervisor shall mean the lowest level administrator having the authority to resolve the grievance.

3.02 Procedure

STEP I: Informal

A grievant shall discuss and try to resolve the alleged grievance with the appropriate supervisor within twenty (20) days after they know or should have known of the alleged grievance.

STEP II:

If the grievance is not resolved at Step I, the grievant shall, within ten (10) days of the Step I meeting, file a Grievance Report Form II, with the appropriate supervisor and association president. Said form shall include date of occurrence, statement of the grievance, provisions of the contract allegedly violated and relief sought.

The grievant/representative shall meet with the appropriate supervisor within five (5) days of the request.

The appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of the meeting.

STEP III:

If the grievant is not satisfied with the disposition of the appropriate supervisor, he/she shall within five (5) days of receipt of the disposition request a meeting with the superintendent to discuss the grievance.

The superintendent shall meet with the grievant/representative within five (5) days of the request. Within five (5) days of the meeting, the superintendent shall indicate in writing, his/her disposition of the grievance.

STEP IV:

If the grievant is not satisfied with the disposition made by the superintendent, or if no disposition has been made within the above-stated time limits, then the grievant shall complete Grievance Report Form, Step IV, and submit the grievance to the Board by filing a copy with the treasurer of the Board. Notification of such an appeal shall be given to the building principal and to the superintendent. The Board, at its next regularly scheduled meeting, shall meet with the grievant and/or representative, and the superintendent or his

designee, to review such grievance in executive session, or give such other consideration as it shall deem appropriate. The disposition by the Board shall be made to the teacher by completing Grievance Report Form, Step IV, within five (5) days of the meeting. A notification of such disposition shall be furnished to the grievant, the association and the building principal.

STEP V:

1. If the grievant is not satisfied with the disposition of the grievance at Step IV, the grievant, may within five (5) days of receipt of the Step IV disposition request that the Association submit the grievance to arbitration. The Association may within ten (10) days of the grievant's request notify the Superintendent that the Association is proceeding to arbitration. The Association's request for arbitration shall be by certified mail with return receipt requested to superintendent.
2. The Association's and the Board's representatives 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. Either party may request a second list of names. 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 and a copy sent to all parties present within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract. All expenses for the arbitrator shall be shared equally by the Board and the Association.

3.03 Miscellaneous

- A. No grievant may be represented by any teacher organization other than the TLTA, OEA, NEA.
- B. A grievance may be withdrawn at any level without prejudice or record.
- C. Except at Step 1, all grievances shall be in writing and shall include the Article and Section of the Agreement allegedly violated, misinterpreted, or misapplied and the relief sought.
- D. Any grievance not advanced to the next level by the grievant within the time limits provided shall be deemed withdrawn.
- E. Any grievance not answered by the administration within the time limits in that level may be appealed to the next level.

- F. All grievance records shall be kept separately from the employee'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.
- G. No reprisals of any kind will be taken by either party or participant in the grievance procedure.

ARTICLE 4 - ASSOCIATION RIGHTS

The Association shall have the following rights as the exclusive representative:

4.01 Use of Facilities and Equipment

- A. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
- B. To use Board of Education-owned equipment including typewriters, calculators, duplicating equipment, public address equipment, and audio-visual equipment at times which do not interfere with the operation of the school system. The Association shall provide the supplies needed and/or reimburse the board for the actual cost to use the equipment monthly.
- C. To use the inter-school mail system in the schools' offices to distribute Association bulletins, newsletters, or other circulars. Bulletins, newsletters, or other circulars shall have some identifying information indicating that they are distributed by the TLTA/NEA/OEA and/or SEOEA
- D. To use bulletin boards in teacher lounges or workrooms to disseminate information to members.
- E. To use telephones in any building to carry out Association business. The Association shall reimburse the Board monthly for all long distance phone calls that are billed to the district.

4.02 Meetings and Release Time

- A. To allow representatives to call meetings of Association members within the building, but not on class time or in conflict with other scheduled meetings.

- B. To allow the President of the Association or his designated official to visit schools. Upon his arrival he shall notify the principal of his presence. Visits that are made to discuss special problems of teachers must be arranged mutually in advance with the principal. The visits to the schools must not interfere with duties assigned by the Board of Education and Administration.
- C. The President of the Association shall be provided released time without loss of salary or other benefits to conduct Association business. The Board shall provide five (5) days President leave per year. The Association President may have an unlimited number of days under this Section if the Association reimburses the Board for the cost of the substitute. Said days may be used in 1/2 day increments.
- D. Early Dismissal - The recognized bargaining agent of the Professional Staff in the Trimble Local School District shall be permitted 30 minutes released time at the end of the school day at least six (6) times per school year for regular general membership meetings. Notice of such meetings shall be transmitted by the Trimble Local Teachers' Association President to the Superintendent, not less than five (5) days before the meeting date. Release time shall be defined as a continuous period of time during the instructional day when no instruction or supervision of students is required of any Professional Staff. The administration shall be given the opportunity upon request to the Trimble Local Teacher's Association President to use a limited amount of time (not more than 20%) for announcements, etcetera.

4.03 Board of Education Meetings

- A. A place on the agenda of all regular Board of Education meetings shall be granted if requested in writing by the Association President on or before Thursday prior to the meeting.
- B. The Association shall receive copies of all Board of Education agendas, minutes, financial reports, and approved policies and procedures. These reports shall be given to the Association at the same time they are given to the Board.

4.04 Fair Share Fee

Fair Share Fee - The Trimble Local Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues of the Association from the pay of all bargaining unit members who elect not to become members of the United Teaching Profession, or who elect not to remain members.

- A. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual

membership dues less the amount previously paid through payroll deduction. Payroll deduction of such fair share fees shall begin at the same payroll period as dues deductions are begun for members of the Association.

- B. Dues rates and fair share fee rates shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
- C. Upon timely demand, non-members may appeal to the Association the payment of fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.
- D. The amount to be deducted from the pay of all non-Association members shall be the total dues paid by members of the Association, such deductions shall continue through the remaining number of payroll periods over which the Association membership dues are deducted.
- E. 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 indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

The Board retains and reserves unto itself all power, rights, authority, duties and responsibilities conferred upon and vested in it in accordance with Ohio Revised Code 4117.08(C) and the Constitution and Laws of the United States of America.

ARTICLE 6 - WORKING CONDITIONS

6.01 Academic Freedom

- A. The teachers, administrators, and Board of Education of Trimble Local Schools seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and responsibility to society, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. Academic freedom shall be guaranteed to teachers within the confines of the Constitution of the United States.
- B. In no way shall academic freedom be interpreted to allow a bargaining unit member to convert students to his/her personal, political, or religious beliefs.

6.02 Individual Rights

- A. The Trimble Local School District is committed to the equal opportunity of employment.
- B. All employment decisions are based on the labor contract, merit, qualifications, and abilities.
- C. Employment-related decisions are not influenced or affected by an employee's race, color, nationality, religion, sex, marital status, family status, sexual orientation, disability, or age.
- D. The Trimble Local School District fully endorses a working environment free from discrimination, harassment, and sexual harassment.

6.03 Class Size

- A. In grades 7-12, a teacher's class size shall number 27 or less when the total number of students met on any day by that teacher is divided by the number of classes taught by that teacher on that day. The number shall not exceed 32 in any class under any circumstances. Enrichment skill teachers (music, health, physical education, art, etc.) will not be restricted to these numbers.
- B. No K-6 elementary class or team shall exceed a ratio of 28 students to one teacher exclusive of integrated DH teachers and students.
- C. All special education classes shall not exceed state maximum class size.
- D. Enrichment skill teachers classrooms should be kept reasonable and within the size of the classroom environment.

6.04 Reprimand of Professional Staff

- A. Each bargaining unit member shall have the opportunity to be accompanied and/or represented by a representative of their choice at any formal reprimand meeting. The meeting may be with the principal, immediate supervisor, superintendent, or Board of Education.
- B. No member will be reprimanded in the presence of any other employees, students or parents of students, or any non-certified employees.
- C. If the member is unable to secure representation for a reprimand meeting scheduled for the same day, such meeting will not take place until the employee is given sufficient time to secure representation. Sufficient time shall normally be defined as no more than five (5) working days, unless mutually agreed otherwise. If a bargaining unit member is requested to meet with more than one member of the supervisory staff and he/she feels that such meeting would be detrimental to his/her employment, he/she shall have the right to secure representation. This representative may attend the meetings as observer, witness, or spokesperson, vocally or in any other manner to represent the bargaining unit member and defend that member's rights.
- D. The aforementioned meetings to discuss employee reprimand will not prohibit the employee from using the grievance procedure to settle any disagreements. Any discipline issued under this Article shall not be arbitrary or capricious, and the bargaining unit member shall have the right to grieve warnings or reprimands.

6.05 Personnel Files

- A. An official file for Trimble Local shall be kept in the office of the Treasurer for each teacher.

- B. Each item in the file shall be dated as to its entrance therein, and as to the date when such item was made.
- C. The official records are maintained as "open files" and any information may be examined by the employee to whom it relates upon request for such opportunity. Any employee shall be entitled to a copy of such information at cost.
- D. No anonymous letter, report or communication shall be included in the teacher's personnel file.
- E. If an administration communication or a communication received from parents and other non-professionals regarding a teacher is intended to become a part of the teacher's file, it shall be reviewed by the principal and staff member involved and such teacher shall be afforded the opportunity to file a written reply.
- F. A teacher shall have a right to review evaluations in his/her file and to have a written reply to such included in the file.
- G. Informal notes or records about teachers maintained by administrators shall be considered as working files during the school year and shall either be destroyed at the end of each year or included in the official file in accordance with the E. above or as part of the negotiated evaluation procedure.
- H. Only persons authorized by section 1347.08 of the Ohio Revised Code shall be granted access to these files.

6.06 Use of Educational Aides

The following regulations contained within ORC 3319.088 shall be observed:

- A. Educational aides shall at all times while in the performance of their duties be under the supervision and direction of a teacher as defined in section 3319.09 of the Revised Code.
- B. Educational aides may assist a teacher to whom assigned in the supervision of pupils, in assisting with instructional tasks, and in the performance of duties which, in the judgment of the teacher to whom the aid is assigned, may be performed by a person not certificated pursuant to section 3319.22 to 3319.30 inclusive of the ORC.
- C. The duties of an educational aide shall not include the assignment of grades to pupils. The duties of an educational aide need not be performed in the physical presence of the teacher to whom assigned, but the activity of an educational aide shall at all times be under the direction of the teacher to whom assigned.

- D. Educational aides assigned to supervise children shall, when the teacher to whom assigned is not physically present, maintain the degree of control and discipline which would be maintained by the teacher, but an educational aide may not render corporal punishment.
- E. Educational aides may not be used in place of classroom teachers or other certificated employees, and any payment of compensation by boards of education to educational aides for such services is prohibited.
- F. The ratio between the number of certificated teachers and the pupils in a school district may not be decreased by utilization of educational aides and no grouping, or other organization of pupils for utilization of educational aides, shall be established which is inconsistent with sound educational practices and procedures.
- G. Following the determination of the assignment and general job description of an educational aide, and subject to supervision by the teacher's administrative officer, a teacher to whom an educational aide is assigned shall make all final determinations of the duties to be assigned to such aide. Teachers shall not be required to hold a supervisory or administrative certificate in order to perform the necessary supervision of educational aides.

6.07 Classroom Visitation

- A. Parents and/or other interested persons may visit in the classroom with prior notification and approval from the principal. The principal will notify the classroom teacher not less than 24 hours in advance of the scheduled meeting. The principal will consult with the teacher to receive his/her input before granting approval for such visitation.
- B. Such visits will be limited to one (1) hour, or one (1) class and one (1) parent per class per day.

6.08 Fees Collection

- A. Each teacher requiring a fee should send a list of students and fee required to his/her building office (secretary/principal) by the end of the second week of school or new semester (when applicable). List should also be sent to District Office.
- B. The building office (secretary/principal) shall prepare a list of fees required per student to send to parents. This list should also be sent to District Office.
- C. The District Office shall send each homeroom teacher an envelope with a label listing the following:

1. Teacher's Name
 2. Student's Name
 3. Amount Due
 4. Blank Date Line
- D. The homeroom teacher shall pass envelopes onto students to take home and each student should return his/her sealed envelope to the Homeroom teacher. The Homeroom teacher shall send the sealed envelope onto his/her building office. The building office then checks the students name off their master list and sends the sealed envelope on to the District Office. District Office shall check the students name off their master list and send a receipt back to the student by way of Homeroom teacher.
- E. High School Level (Grades 9-12) will follow above procedure except homeroom teacher is changed to read classroom teacher charging a fee.

6.09 Teacher Environment

- A. All buildings, grounds, materials, and equipment are to be safe, clean, as attractive as possible, adequate in quantity and quality, and be in good operative and/or functional condition. The Board further recognizes that purchasing and maintenance programs should be pursued to ensure a good teaching environment.
- B. All members shall turn in a checklist to their building principal at the end of the year indicating items that should be purchased, replaced, repaired, or in any way need attention. This checklist will provide ample time for the building principals, superintendent, and Board to make the necessary improvements before the following school year commences.
- C. There will be provided in each building a designated area as the teacher's lounge.
- D. The Board recognizes the need for storage, work area, and faculty restroom facilities and will make every attempt to provide these. A teacher's lounge and restrooms will be provided at each building site to be used by members of the bargaining unit.
- E. There will be provided, in each school building, telephone facilities in an environment conducive to reasonable confidentiality.
- F. There will be a designated parking area for staff parking. Students will be prohibited from parking in this area.
- G. There will be provided in every building an area for food machines.
- H. The use of toxic chemicals and the burning of the incinerator shall be prohibited a half hour before, a half hour after, and during the regular school day.

ARTICLE 7 - WORK DAY / WORK YEAR

7.01 Duty-Free Lunch

Bargaining unit members shall have at least thirty (30) consecutive minutes for a duty-free, uninterrupted lunch, exclusive of passing time. Members shall have the right to leave the building during this duty-free period, but shall sign out if leaving school property.

7.02 Leaving Building on Conference Period

A bargaining unit member may leave the building during the conference or planning period with prior notice to the principal or his/her designee. The member shall sign out prior to leaving the building and sign in upon return.

7.03 Length of School Day, School Year

For the teacher, the school day shall consist of a maximum of seven (7) clock hours, arrival to departure, including 30 minutes duty-free lunch. Arrival and departure time shall be established by the Superintendent and Principals and approved by the Board of Education.

The length of the school year shall not exceed one hundred eighty-three (183) days, including a minimum of two (2) parent-teacher conference days, and a minimum of three (3) days for teacher in-service/records.

7.04 Parent Conferences

Parent Conference shall be set as follows:

A. The normal school day hours on the set calendar day.

OR

B. The building principal shall poll the staff through the Association, and after the majority of the building staff agrees, set conference times after the normal school day the day before the scheduled conference day. This P.M. conference shall be 3 1/2 to 4 hours and shall conclude not later than 5 hours after school dismissal. The next day A.M. conference shall be 2 1/2 to 3 hours, to complete the 6 1/2 hour work day, and shall start no sooner than 7:30 A.M. and conclude no later than 11:30 A.M. The schedule shall be set no later than two (2) weeks before the scheduled conference date.

OR

- C. The building principal, with input from their staff, shall set conference time(s) and date(s) at least three (3) weeks before the scheduled conference date as printed on the school calendar. These terms/conditions shall be within the 6 1/2 hour work day and shall be agreed to by 80% of the building members through a vote conducted by the Association.

OR

- D. If a school building(s) (H.S., M.S., & E.S.) has voted in a site-based committee, that committee shall set conference date(s) and/or time (s) with a majority vote of the members at a building. This shall be done not later than 5 weeks before the conference date(s) and within terms/condition of a 6-1/2 hour work day.

7.05 Calamity Days

- A. Bargaining unit members affected by a calamity day shall not be required to report to work or in the event a calamity day is called during the school day, stay beyond student dismissal.
- B. When the superintendent declares a calamity day and closes school, bargaining unit members' assigned professional leave to attend a conference or workshop and therefore working during the calamity day will be granted an equivalent number of comp time days. These days may be taken and used at the bargaining unit member's discretion with notice submitted to the treasurer.

7.06 School Calendar

- A. No later than its May meeting, the Board shall approve a Monday through Friday school calendar for the upcoming school year. The Board shall have sole power in the design of this calendar. The Board will indicate on the calendar any dates which are designated to be used for state-mandated make-up calamity days. If no make-up dates are indicated or if any change is needed to the calendar for any reason, after it is approved, it shall be negotiated.
- B. No later than that May meeting, the Board shall present a tentative preliminary calendar for the school year that follows the up-coming year. The Board reserves the right to change the preliminary calendar when it adopts an upcoming year calendar pursuant to paragraph A.
- C. Any change in the school calendar that results in a school starting date earlier than August 1, shall be negotiated in accordance with the Ohio Collective bargaining law.

7.07 Planning Time and Lesson Plans

- A. Effective with the 2009-2010 school year, all full-time bargaining unit members shall have a minimum of 200 minutes per week planning time during the instructional day. Planning time shall be in blocks of at least 30 minutes and there shall be no less than one planning period per day. All other bargaining unit members shall have their planning time pro-rated. The instructional day shall be defined as the time between the students' arrival and dismissal.
- B. Daily lesson plan books shall be kept weekly in advance by the teachers in either a paper or electronic form and made available upon the request of the Principal. Bargaining unit members shall have lesson plans or substitute folders prepared for substitute teachers.
- C. Members shall attend, unless excused from work, regularly-scheduled building meetings, not to exceed thirty (30) minutes in length and no more than nine (9) times an academic year. The meetings shall begin immediately before the start of the teacher day or immediately after the end of the teacher day. Teachers by majority vote by building, at the start of the school year, shall decide whether the meetings shall be before the school day or after the school day.

7.08 Conference Period Substitute Pay

When substitutes are not available, teachers on a voluntary basis, as requested by the principal, may substitute for an ill or otherwise absent teacher during their planning period. A teacher will be paid \$15.00 for covering an additional class or extra duty, when substituting for a faculty associate. No teacher will substitute more than one period a day. A teacher shall be required, if asked, to cover one class period once per month. Teachers qualifying for substitute pay shall fill out a form, which shall be initialed by the principal. Substitute pay will be made on the first pay day of the following month.

ARTICLE 8 - TEACHER EVALUATION

Teacher evaluation shall be conducted in accordance with this article rather in accordance with O.R.C. sections 3319.11 & 3319.111.

8.01 Purpose

- A. To improve instruction.
- B. To help the teacher to achieve greater effectiveness in teaching.

- C. To provide definite written records of a teacher's performance to be used:
 - 1. As evidence of a teacher's performance.
 - 2. In advancement of position and awarding of continued employment.
 - 3. As reference material for recommendation to other systems.
 - 4. To serve as written documentation in cases of non-renewal.

8.02 Open Appraisal

- A. All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. All teachers shall be given at least 24 hours notice prior to formal evaluation. Said evaluation shall occur within 72 hours of prior notice.
- C. All bargaining unit members shall be advised no later than September 30 of each school year by the building principal as to the evaluative procedure to be used, and the evaluative instrument will be shown and explained. The teacher will be given a copy of the evaluative instrument at the time of explanation.

8.03 Fair Consideration of Work Effort

- A. Teachers shall be evaluated on their classroom performance only after an entire lesson presentation or classroom period observation of their work has been completed.
- B. Teachers shall be given, within 72 hours, a copy of any evaluation report.
- C. All formal written evaluations shall be followed within five (5) school days by a conference between the Principal and the teacher in order for questions arising from the observations to be discussed.
- D. The conference may be waived by mutual agreement of both parties.
- E. All evaluations shall be in writing.
- F. All evaluations shall acknowledge strengths as well as weaknesses.
- G. All evaluations shall be signed by both the evaluator and by the person evaluated and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been inspected by him/her.
- H. The person evaluated shall be given the opportunity to rebut the evaluation in writing. This rebuttal shall be attached to the original document.

8.04 Correcting Deficiencies

A teacher who is declared deficient shall be given such deficiencies in writing and be given the opportunity to correct the deficiencies. The Administration shall give definite positive assistance to the teacher. A time period of at least two (2) weeks shall be allowed for the purpose of correcting deficiencies.

8.05 Frequency of Evaluations

- A. First year members shall be evaluated a minimum of two (2) times. The first evaluation shall be completed by January 1, and the second shall be completed not later than March 1.
- B. Members who hold a two (2) year contract shall be evaluated a minimum of once per year during the contract period. The last required evaluation shall be completed not later than March 1 of the second year of the contract.
- C. Members who hold a five (5) year contract shall be evaluated a minimum of three (3) times over the five (5) years. One of these evaluations shall be in the first two (2) years. One in the third or fourth year and the third evaluation shall be completed in the last year of the contract not later than January 1.
- D. A member with a continuing contract shall be evaluated a minimum of once every three (3) years.
- E. Returning Retirees should be evaluated once per year no later than March 1.
- F. Evaluations shall not be conducted within three (3) working days before or after a multi-day holiday. No evaluation shall take place the first or last two (2) weeks of a school year.

8.06 Teacher Evaluation

8.06 Note: This article applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code (see Application language below). For bargaining unit members not covered by the OTES framework, the evaluation procedure outlined in Articles 8.01-8.05 will be used. Where the provisions of the contract are inconsistent with Ohio Revised Code Section 3319.111 and 3319.112, the provisions of State law prevail over contract language.

I. SCOPE AND PURPOSE

DEFINITIONS

- A. Electronic Teacher and Principal Evaluation System (eTPES): The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.
- B. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when value-added measures resulting from assessments that were administered in the previous school year and student growth measures resulting from assessments that are administered in the current school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
- C. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
- D. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- E. Evaluation Instrument: The forms used by the teacher's evaluator.
- F. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- G. 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 percent (50%) of the evaluation rating is based on student growth measures as provided for in this agreement and fifty percent (50%) 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 one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.

- H. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- I. Poorly Performing Teacher: A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.
- J. Remediation Plan: A written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations.
- K. Shared Attribution: The practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.
- L. Student Growth Measure (SGM): A unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).
- M. Student Learning Objective (SLO): A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
- N. Teacher of Record: A teacher who:
1. is responsible for assigning the grade to the student, and,
 2. is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated “teacher(s) of record”, and
 3. is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course.
- O. 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 of a teacher’s practice (including materials and other instructional artifacts) 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 “4” indicating highest performance.

- P. Teacher-Student Data Linkage (TSDL): The process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

PURPOSES AND APPLICATION

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
2. To inform instruction.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

B. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.
4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

II. STANDING JOINT COMMITTEE FOR TEACHER EVALUATION AND STUDENT GROWTH MEASURES (SGMs)

AUTHORITY, COMPOSITION, OPERATIONS AND SUPPORT

A. Committee Authority

The association and the board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs, and Teacher Performance Assessment, and providing professional development on SGMs. The Joint SGM/Teacher Evaluation committee's charge is to assist in developing, maintaining, approving and suggesting changes to the SGMs and Teacher Performance Assessment the district uses, and to advise on the aspects of the evaluation process.

B. Committee Composition

1. The committee shall be of equal composition with no more than 4 association members appointed by the association president and no more than 4 members appointed by the board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
2. Committee members shall serve staggered terms of not more than 3 years.
3. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.

C. Committee Operation

1. The committee shall be chaired jointly by a committee member from the association and a committee member appointed by the board.
2. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee.
3. Also, members of the committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit will be trained on the new system and SGM application). Since training is not mandated by state law, training will be provided as authorized by the Superintendent.
4. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The committee shall perform its responsibilities over the term of this agreement and shall make recommendations to the Board.
5. Committee agendas shall be developed jointly by the co-chairpersons of the committee.
6. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed at the commencement of every meeting and will be reviewed annually.
7. Minutes of meetings shall be distributed to committee members, association President, and district Superintendent in a timely manner.

8. The committee shall meet once monthly and at other times as it may determine, but shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. All meetings of the committee shall be public. Minutes of meetings and records of the committee shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies. A quorum consists of no fewer than two TLTA appointed members and two Board-appointed members. Additional meetings may be convened by a quorum.
9. Sub-committees to assist with the work may be established and if so, shall be jointly appointed by the Superintendent/designee and the association President/designee.
10. The committee shall be able with authorization from the Superintendent to utilize a consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the board.

D. Compensation – Members shall receive 3.5% of the base salary per school year.

E. Secretarial Support

A secretary who is a member of the committee and who is compensated at a rate of 4% (3.5% for being member of committee and .5% for being secretary) of the base salary shall be appointed. Responsibilities shall include note-taking, copying, committee notification, communications, distribution of materials, and other duties as needed.

F. Changes to Committee Authority

In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

III. EVALUATORS

QUALIFICATIONS AND ROLE

An evaluator normally will be a full-time or part-time, credentialed contracted employee of the district. If the superintendent deems it necessary, a pool of OTEs-trained, licensed administrators will be created by the Board of Education, and, if possible, from a pool of local administrators.

IV. PROCEDURE

- A. An evaluation of each teacher employed by the Board shall be completed at least once each school year, except as otherwise provided in this Section. The evaluation shall be completed by the first of May and the teacher shall receive a written report of the results of the evaluation by the tenth day of May.
- B. If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of 3319.11.
- C. The Board may elect, by adoption of a resolution, to evaluate each teacher who received a final rating of accomplished on the teacher's most recent evaluation conducted under this Section once every two school years. In that case, the biennial evaluation shall be completed by the first of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

V. PROCESS

- A. Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.
- B. 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.

VI. PROFESSIONAL DEVELOPMENT

- A. The Joint Committee for Teacher Evaluation and Student Growth Measures shall recommend to the Board appropriate training considering in-house training and the use of waiver days, as well as other options.
- B. Each teacher shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

- C. Written instructions and group evaluation instruments shall be presented to the teachers not later than September 30, or in the case of a new teacher hired after September 1, not later than thirty (30) days after initial employment with the district.

VII. OBSERVATIONS

- A. A minimum of two (2) formal observations shall be conducted. A formal observation shall be scheduled no less than five (5) days in advance and last a minimum of thirty (30) continuous minutes.
 - 1. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher. The preconference shall be scheduled within three (3) working days of the observation. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form. The post observation will be scheduled at the preconference. The first formal observation must occur during the first semester but not during the first ten (10) days of the school year.
 - 2. A post-observation conference shall be held after each formal observation. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during this post-observation conference.
 - 3. The second formal observation shall occur during the second semester but not within five (5) weeks of the first formal observation.
 - 4. No observations will be scheduled on a day before or after the following: the administration of standardized testing; winter break; or spring break (if applicable).
 - 5. In the event of a long term leave which renders timeline inapplicable as explained above (1-4), the timeline will be modified to allow for the completion of two observations prior to commencement of said leave.

B. VIDEOTAPED EVALUATIONS

Videotaped evaluations shall be allowed until December 31, 2013. Effective January 1, 2014, videotaped evaluations shall be an option a teacher may select in place of an in-person evaluation. If the teacher selects the videotaped evaluation, a form shall be signed for the specific evaluation. The use of videotaped evaluations shall be referred to the SGM/Teacher Evaluation Committee to monitor its use at Trimble and in other districts and the procedure set up by other districts for utilizing videotaped evaluations.

VIII. WALKTHROUGHS (This procedure is limited to OTES evaluations).

- A. Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall receive a copy of the walkthrough form to be utilized for that year.
- B. Evidence from no fewer than two (2) and no more than five (5) walkthroughs will be used in the evaluation cycle. Such walkthroughs will last no more than ten (10) minutes.
- C. The teacher will receive a copy of the completed walkthrough form.
- D. At the request of the teacher, or the evaluator, a formal debriefing shall occur after the walkthrough to discuss observations relative to the identified focus.

IX. PERFORMANCE EVALUATION REPORT

- A. Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
- B. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
- C. In the event that significant performance deficiencies are identified and warrant intervention, the teacher and evaluator will develop a strategic plan for addressing such deficiencies. The plan could include but is not limited to the following:
 - 1. Reciprocal observations and collaboration with a teacher identified as high performing in the deficient area.
 - 2. On-site focused professional development with the Curriculum Director.
 - 3. Off-site focused professional development when deemed relevant by the Curriculum Director.
- D. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report.
- E. The evaluation report shall be signed by the evaluator and by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
- F. The evaluation report shall be completed by May 10, signed by both parties, and filed with the superintendent.

X. SUMMATIVE RATING

- A. The summative rating of a teacher shall be based upon student growth measures and performance that is assessed through evidence gathered during the walkthroughs and formal observations.

B. Evaluation Rating

For the purposes of the evaluation framework developed under this Article, teacher 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 teachers:

1. Accomplished
2. Skilled
3. Developing
4. Ineffective

XI. PERSONNEL ACTION BASED ON SUMMATIVE RATING

A. Professional Growth and Improvement Plans

1. For those teachers with an “Accomplished” summative rating, those teachers must develop professional growth plans.
2. For those teachers with “Skilled or Developing” summative ratings, those teachers must develop professional growth plans in collaboration with their evaluator.
3. For those teachers with an “Ineffective” summative rating, an evaluator will develop an improvement plan for those teachers.

B. Remediation Plan for reoccurring “Ineffective Rating”

1. Effect of “Ineffective Rating” for two (2) of the three (3) most recent school years: Beginning with the 2015-2016 school year, each teacher who teaches in a core subject area and who has received a rating of ineffective on the evaluations conducted pursuant to this Article for two (2) of the three (3) most recent school years, must register for and take all written examinations of content knowledge selected by the Ohio Department of Education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned. The results of such examinations shall be used in developing and revising professional development plans for the teacher.
2. If a teacher who takes such examination, passes such examination, and provides proof of passage to the District, the District shall require the teacher to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted pursuant to

this Article. If the teacher receives an ineffective rating on the teacher's next evaluation after completion of the professional development, or if the teacher fails to complete the professional development, this shall be grounds for termination of the teacher under ORC Section 3319.16.

3. If a teacher who takes such examination fails to pass such examination for three (3) consecutive administrations of the examination, then the District may use the results of such examinations in deciding whether or not to continue employment of the teacher in the context of termination and/or non-renewal.

C. Due Process

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

XII. MENTOR TEACHER (COACH) FOR TEACHERS ON AN IMPROVEMENT PLAN

- A. The district shall provide teachers under an improvement plan who are not part of the Resident Educator Program with the option of having a trained mentor teacher (coach) who is not the credentialed evaluator, provided a teacher employed by the Trimble Local School District is willing to serve as a mentor teacher. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

B. Role of the Mentor Teacher

1. The mentor teacher shall possess continuing contract status and have a minimum of 5 consecutive years of teaching experience in the district.
 - a. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the educator through formative tools and practices.
 - b. The mentor teacher must be trained to practice as a mentor through the Ohio Department of Education Instructional Mentoring Program.
 - c. The mentor teacher shall hold a valid teaching certificate/license and shall be assigned to teachers with the same area of certification/license.
 - d. The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.
 - e. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

2. Release Time

Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

3. Protections

- a. Other than a notation to the effect that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
- d. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher.
- e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher from within the pool of available mentor teachers assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one (1) time by the mentor teacher or the teacher.

XIII. PERSONNEL ACTION REQUIREMENTS

The Board and TLTA acknowledge the requirements that pursuant to Ohio Revised Code Sections 3319.111, 3319.112 and 3319.58 when read together seem to require a rolling three-year set of evaluations consisting of both a student growth measure and a teacher performance assessment component. The Board and TLTA also acknowledge that since the requirement only began for the 2013-14 school year, a rolling three-year set of evaluations consisting of both a student growth measure and a teacher performance assessment component will not be available until the 2016-17 school year. Since Ohio Revised Code Section 3319.111 (F) states, "[t]he board shall include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and for removal of poorly performing teachers," the parties believe there is the ability to negotiate the procedure for the use of student growth measures and teacher performance assessment components during the three-year implementation stage.

Accordingly, the Board and TLTA establish as the procedure until the 2016-17 school year: Using student growth measures (SGM) in the evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, OR removal of any bargaining unit member until three years of SGM data have been collected and three evaluation cycles have been completed. Until that time, the Board will use the teacher performance rating section of the evaluation instrument to make all retention, promotion, OR removal decisions concerning a bargaining unit member. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to achieve a summative evaluation rating to be issued to the Ohio Department of Education. The TLTA on behalf of its members waives the right to utilize the provisions of Ohio Revised Code Section 3319.58 (F), and any other provisions of the law, or this labor contract, which are contrary to this section. Both parties agree that should the Ohio Department of Education adopt a position contrary to the adoption of the procedure herein, then the procedure will be amended to be consistent with the decision of the Department of Education.

ARTICLE 9 - COMPENSATION

9.01 Base Salary and Index

- A. Effective 2013-2014 school year, the Trimble Local base salary shall be set by determining the average percentage base salary increases of Alexander Local, Athens City, Federal Hocking Local and Nelsonville-York City Schools' base salary for the immediate preceding year, i.e. take the percentage increase for each district for the preceding year, add these percentage increases and divide by 4 to get the average percentage base salary increase.
- B. These salaries shall become effective as of August of each year. The salary is based on a 183 day school year. Index steps are based on semester hours.
- C. Index Schedule for teachers hired before December 31, 2013.

YRS EXP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1.0000	1.0400	1.1249	1.1699	1.2167	1.3159
1	1.0400	1.0816	1.1699	1.2167	1.2653	1.3686
2	1.0816	1.1249	1.2167	1.2653	1.3159	1.4233
3	1.1249	1.1699	1.2653	1.3159	1.3686	1.4802
4	1.1699	1.2167	1.3159	1.3686	1.4233	1.5395
5	1.2167	1.2653	1.3686	1.4233	1.4802	1.6010
6	1.2653	1.3159	1.4233	1.4802	1.5395	1.6651
7	1.3159	1.3686	1.4802	1.5395	1.6010	1.7317
8	1.3686	1.4233	1.5395	1.6010	1.6651	1.8009
9	1.4233	1.4802	1.6010	1.6651	1.7317	1.8730
10	1.4802	1.5395	1.6651	1.7317	1.8009	1.9497
11	1.5395	1.6010	1.7317	1.8009	1.8730	2.0258

D. Index Schedule for teachers hired on or after January 1, 2014.

YRS EXP	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30
0	1.0000	1.0237	1.0475	1.1280	1.1505	1.1755
1	1.0425	1.0684	1.0943	1.1592	1.1820	1.2277
2	1.0855	1.1136	1.1417	1.2311	1.2539	1.2796
3	1.1292	1.1595	1.1899	1.2837	1.3065	1.3322
4	1.1736	1.2062	1.2387	1.3371	1.3598	1.3856
5	1.2187	1.2535	1.2883	1.3912	1.4140	1.4397
6	1.2645	1.3016	1.3387	1.4662	1.4689	1.4947
7	1.3112	1.3506	1.3899	1.4770	1.4998	1.5505
8	1.3587	1.4003	1.4420	1.5588	1.5815	1.6073
9	1.4070	1.4510	1.4950	1.6165	1.6393	1.6650
10	1.4563	1.5026	1.5490	1.6652	1.6877	1.7237
11	1.5065	1.5552	1.6039	1.7225	1.7450	1.7835
12	1.5575	1.6088	1.6600	1.7800	1.8025	1.8410
13	1.5775	1.6300	1.6825	1.8050	1.8275	1.8660
14	1.5875	1.6406	1.6938	1.8300	1.8525	1.8785
15	1.6100	1.6688	1.7275	1.8425	1.8775	1.9160
16	1.6275	1.6831	1.7388	1.8800	1.9025	1.9285
17	1.6325	1.6913	1.7500	1.8925	1.9150	1.9410
18	1.6425	1.7019	1.7613	1.9050	1.9275	1.9535
19	1.6575	1.7150	1.7725	1.9175	1.9400	1.9660
20	1.6675	1.7257	1.7838	1.9300	1.9525	1.9785
21	1.6775	1.7363	1.7950	1.9425	1.9650	1.9910
22	1.6875	1.7463	1.8050	1.9525	1.9750	2.0258

Members new to the district shall have all professional credentials on file with the County Superintendent by September 15.

9.02 Authorized Payroll Deductions of Professional Dues and/or Fees

Deduction of yearly dues and/or fee shall be authorized for payroll deduction to the Treasurer by the teacher for the following: (A minimum of five (5) members will be required to initiate and maintain payroll deduction in each of the following:) The number participating shall be reviewed on September 1 of each year.

- A. TLTA/OEA/NEA
- B. Education fees found on yearly enrollment form
- C. Credit Union
- D. Annuities
- E. I.R.A.
- F. FCPE
- G. United Appeal
- H. Insurance Programs
- I. Direct deposit of paycheck to employee's authorized bank account.

9.03 Pay Periods

- A. Bargaining unit members shall receive their equal pays over a 12 month period. The first pay shall occur 2 weeks after the opening of the school year and the last being normally 25 pay periods later.
- B. Unless otherwise requested by the member, a member who resigns, retires, or is non-renewed shall receive pay and benefits, through the pay period year.
- C. Members shall receive their pay checks bi-weekly on Friday, except during the school year when the Friday payday falls on a legal holiday when school is not in session.- In such cases, members shall either be paid on the last day of school nearest to the regularly scheduled pay day or via mail.
- D. Note: A change from the normal Friday pay date is agreed to for the purpose of rolling back the starting date of the school year, by one week, every five to seven years. The last five (5) pay dates of Friday, for that pay year, would be adjusted by moving that pay date one working day every two (2) weeks. The normal Friday pay date would become Monday, the next pay date would be Tuesday, etc. to complete the 26 pay period year. Both parties may agree instead to a 27 pay period year for the purpose of rolling back the starting date of the school year, by one (1) or two (2) weeks, every five (5) to seven (7) years. In either event, both pay period changes shall be the year before the roll back adjustment to the school calendar.

9.04 Salary Placement

A. Immediate Salary Placement

Upon filling the requirement for the next step of the salary schedule, teachers will be placed on the next step of the salary schedule within two (2) weeks of notification by transcript, grade sheet, or official letter to the County Superintendent and verification to the clerk of the Trimble Local Board of Education.

B. Teacher Experience Credit

Teachers new to the district shall be granted up to five (5) years experience credit for teaching experience in public education.

9.05 Supplemental Duties

A. All supplemental salaries shall be based upon the percentages below as applied to the beginning step, bachelor's degree, of the Teacher Basic Salary Schedule.

<u>Activities</u>	<u>% of Base</u>
Student Council (2 Advisors)	2.0
Student Council (1 Advisor)	4.0

<u>Activities</u>	<u>% of Base</u>
Photography	2.5
Advisors 9, 10, 12	2.5
Advisor 8	2.0
FHA	3.0
Language Club	3.0
NHS	3.0
Title IX Coordinator	3.0
Elementary Newspaper	3.35
Elementary Yearbook	3.35
Art Club	3.5
Advisor 11	3.5
Middle School Newspaper	3.5
Drama Club	4.0
HS Newspaper	4.0
Reflector	5.0
Elementary Music Coordinator	5.0
M.S. Choir/Bell Choir	5.0
Department Chairperson (Eng./Sci.-Math/Soc.St.)	5.5
Grade Level Leaders 5, 6	5.5
Assistant Band Director	6.0
Right to Read Coordinator	6.35
Band Director	12.0

Home Tutors	\$25.00/hr plus mileage (miles driven from the student's assigned school to the student's home and return to the school.)
Summer School	\$25.00/hr
OGT Intervention/ Test Proctor	\$25.00/hr

<u>Athletics</u>	<u>% of Base</u>
Football - Head	14.0
Basketball - Head Boys	14.0
Basketball - Head Girls	14.0
Wrestling	8.25
Baseball - Head	8.25
Softball - Head	8.25
Volleyball - Head	8.25
Basketball - Asst. Boys	8.25
Basketball - Asst. Girls	8.25
Football - Asst.	8.25
Wrestling - Asst.	6.25
Track - Head Boys	7.5
Track - Head Girls	7.5
Track - Assistant	5.5
Asst. to Baseball, Softball, Volleyball	6.25
Freshman Basketball	6.25
Jr. High Head Basketball Boys - 1 Team	6.25
Jr. High Head Basketball Girls - 1 Team	6.25
Jr. High Head Basketball Boys - 2 Teams	8.00
Jr. High Head Basketball Girls - 2 Teams	8.00
Jr. High Head Football	6.25
Jr. High Volleyball	6.25
Jr. High Wrestling	6.25
Golf	5.5
Asst. to Jr. High Football	5.25
Cross Country	4.5
Varsity Cheerleader Advisor	4.5
Jr. High Cheerleader Advisor	3.25

Extended Days

Psychologist	Up to 57 days
Curriculum Coordinator	Up to 20 days
High School Guidance Counselor	Up to 20 days
Gifted Teacher	Up to 10 days

B. Supplemental Contracts

Job descriptions for employees granted supplemental contracts will be jointly developed by the principal and the teacher involved.

- C. Certified staff members who work at fund-raising athletic programs will be paid for this service. Guidelines for payment are as follows: All ticketed events - \$15.00/event.
- D. Compensation for any new supplemental position shall be negotiated.
- E. Supplemental salaries will be paid at the end of the season/school year or upon the completion of duties which shall include the inventory of equipment. Those bargaining unit members whose duties are year-long shall be paid on the last pay date during the school year. All others shall be paid within two (2) weeks of the completion of the season/duties.
- F. Supplemental duties shall be offered first to qualified, certified staff members. If no qualified, certificated staff member applies after the position has been posted according to this contract, the position may be offered to someone outside the bargaining unit according to the Ohio Revised Code. At the time of supplemental postings all job related qualifications for each supplemental shall be posted.

9.06 Retirement and Severance Pay

The Board shall grant severance to a teacher upon retirement or death. The teacher or the estate, in the event of death, shall receive within thirty (30) days of the last day of service severance pay computed from the teacher's current per diem rate of pay and based on one-fourth (1/4) of accumulated sick leave to a maximum of 200 days and personal leave of the teacher at the time of retirement or death.

9.07 STRS Pick-Up Utilizing Salary Reduction Method

- A. The Board of Education of the Trimble Local School District hereby agrees with the Trimble Local Teachers' Association to pick up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon behalf of the bargaining unit under the following terms and conditions:
 - 1. The amount to be picked up on behalf of each employee shall be ten percent (10%) or the STRS required contribution of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board of Education for the purpose of state and federal tax only.
 - 2. This procedure shall be uniformly applied to all members of the bargaining unit.

3. This procedure shall become effective and shall apply to all compensation including supplemental earnings thereafter.
 4. Any other compensation that is based on the employee's daily rate, including, but not limited to: extended service contracts, paid leaves, (including sabbaticals), supplemental contracts, unemployment compensation, workman's compensation, and severance pay, shall be based on the employee's daily gross pay prior to the 10% reduction for STRS pick-up.
- B. Each unit member should consider responsibility for compliance with Internal Revenue salary exclusion allowance regulations with respect to the pick-up in combination with other tax-deferred compensation plans.
- C. If the above stated pick-up provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board of Education will be held harmless and this article of the agreement shall be held null and void.

9.08 Tuition Reimbursement

The Board of Education shall reimburse employees taking additional hours of training. Those employees must have a minimum of one (1) year experience in the district. Evidence of satisfactory completion must be presented to the Treasurer for reimbursement. All members of the bargaining unit shall be eligible to participate in this program subject to the following limitations.

- A. The teacher must be enrolled in courses which pertain to his/her professional development.
- B. The bargaining unit member shall make application to the Superintendent's office by July 31 for the fall semester, by November 30 for the spring semester, and by April 30 for the summer semester.
- C. On proof of receiving the hours (grade slip, transcript) the Board shall within four (4) weeks issue a separate reimbursement check of the amount owed not to exceed the amount paid by the employee.
- D. Ten thousand dollars (\$10,000) shall be budgeted each year for this purpose and is to be divided thusly: \$3,000 for fall semester, \$3,000 for spring semester, and \$4,000 for summer semester. The amount of reimbursement will be based on a per credit amount which shall be determined by dividing the semester allocation by the number of credit hours for which reimbursement has been applied for by members for that semester. Any unencumbered funds will be divided, at the end of the year, equally between all members who applied for and received reimbursement. This will be based on a per credit amount which shall be determined by dividing the unencumbered funds by the number of credit hours for which reimbursement has been applied for by members for that year. The total amount paid shall not exceed the amount paid by the employees.

- E. Any teacher receiving reimbursement pursuant to this section who leaves the district within three (3) years after receiving the reimbursement shall pay back to the district the cost of the reimbursement as follows:
 - 1. the full amount if the teacher does not complete one (1) year of service after the reimbursement;
 - 2. two-thirds (2/3) if the teacher leaves after two (2) years;
 - 3. one-third (1/3) if the teacher leaves after three (3) years.

9.09 State Mandated Tuition Reimbursement

- A. The Board shall reimburse bargaining unit members on a first come basis, the actual class(es) cost of mandated class hours/CEU hours for the employee to renew his/her certificate (license) and to provide training as it pertains to teacher evaluation policy.
- B. The bargaining unit member shall have a minimum of one (1) year of experience in the district. The member shall inform the Superintendent's office prior to the taking of a class/workshop/clinic in which hours or CEU's are given and the member intends to use for renewal. The member will include the hours/CEU's needed to that date for renewal.
- C. On proof of receiving hours/CEU's (grade slip, State CEU) the Board shall within four (4) weeks issue a separate reimbursement check.
- D. The Board shall pay for the minimum hours needed to renew each type of certificate (license). (Note: At this time, that would be 2 semester hours (or its equivalent) for a provisional and 4 semester hours (or its equivalent) for a professional.)
- E. \$10,000 shall be budgeted each year for this purpose.
- F. Any teacher receiving reimbursement pursuant to this section who leaves the district within three (3) years after receiving the reimbursement shall pay back to the district the cost of the reimbursement as follows:
 - 1. the full amount if the teacher does not complete one (1) year of service after the reimbursement
 - 2. two-thirds (2/3) if the teacher leaves after two (2) years;
 - 3. one-third (1/3) if the teacher leaves after three (3) years.

9.10 Mileage Reimbursement

- A. Mileage Reimbursement to Certificated Staff

Whenever a certificated staff member is entitled to mileage reimbursement from the Trimble Local School Board, the rate of reimbursement shall be that which is currently approved by the IRS at the time the expense is incurred (not less than \$.22/mile). All employees shall be reimbursed at the same rate.

B. Travel Reimbursement For Teachers

Teachers with regular assignments in more than one building or whose assignment requires travel during their regular school day shall be reimbursed at the Board's currently approved mileage rate at the time the expense is incurred. Mileage will be measured daily from the first school to the final school. Teachers will submit monthly travel vouchers by the fifth of the month to the Superintendent for approval and will be paid by the twentieth of each month.

9.11 Teacher Admission Policy

Bargaining unit members shall be granted free admission to all home school activities.

9.12 Insurance Coverage

A. DENTAL

The Board of Education shall purchase through a carrier licensed by the State of Ohio, family and single dental insurance protection for each bargaining unit member equal to or exceeding the specifications below. The full cost of this program and any increase thereof shall be paid by the Board. The effective date for the following coverages shall be January 1, 1999.

Specifications

Maximum Benefits Per Covered Person	- \$1,500 per year
Deductible - Individual	- \$ 25 per year
Deductible - Family	- \$ 50 per year
Co-Insurance Amounts:	
Diagnostic and Preventive Services	- 100%
Routine Dental Service	- 80%
Major Dental Services	- 50%
Orthodontic Services-	- 50%
(Orthodontic Services)	- \$850 Lifetime Max.

B. HOSPITALIZATION/MAJOR MEDICAL INSURANCE

1. Effective with the 2013-2014 school year, the bargaining unit members will pay a dollar amount equal to the average of the employees' share of the premium for single or family Medical Insurance coverage in the Alexander Local, Athens City, Federal Hocking Local and Nelsonville-York City Schools during the previous school year (i.e. members will pay the average premium payment for the 2012-2013 school year during the 2013-2014 school year). If an optional plan is selected, the employee will pay the current plan premium co-payment minus the savings on the optional plan premium.

2. Effective with the 2010-2011 school year, the contract will include both current PPO and new PPO plan.
3. Employees taking the new PPO plan will pay a co-pay as calculated in #1 above.
4. Employees remaining on the current PPO plan will pay a premium equivalent to any amount in excess of what employees on the new PPO plan cost the district above the averaged co-pay in #1 above.
5. The Association and Board will arrange meetings to explain the new PPO plan and how to use the Section 125 plan. The Section 125 limit of deduction will be the maximum allowed under the IRS Rules and Regulations effective with the 2010/2011 school year. It is understood and agreed that in situations in which an employee expends in excess of funds contributed for medical expenses, that employee will pay back the district said expenses and/or allow the district to deduct funds from any monies owed to employee.

HEALTH SCHEDULE OF BENEFITS

Benefit Period	Calendar Year
Dependent Age	End of the calendar year of age 19; or to end of the calendar year in which the child attains age 24 if allowed as a federal tax exemption.
Pre-Existing Period	None, except 18 months after the Enrollment Dates for Late Enrollees.

<u>COVERED BENEFITS</u>	<u>CURRENT PPO</u>	<u>NEW PPO</u>
<u>Deductible</u> (single/family)	\$200/\$400 Network \$400/\$800 Non-Network	\$0 Network, \$400/\$800 Non-Network
<u>Out-of-Pocket Max</u>	\$1,000/\$2,000 Network \$2,000/\$4,000 Non-Network	\$1,000/\$2,000 Network \$2,000/\$4,000 Non-Network
<u>Lifetime Maximum</u> -For All Covered Services	\$5,000,000 (Network and Non-Network combined)	\$5,000,000 (Network and Non-Network combined)
<u>Accident Related Dental Services</u> -Physician's Office Services	\$10 Network per visit 20% Non-Network	\$20 Network per visit 30% Non-Network
-Outpatient Facility Services	Network: Covered in Full 20% Non-Network	10% Network 30% Non-Network

Emergency and Urgent Care:

-Emergency Care in ER	\$50 Network and Non-Network (Waived if admitted)	10% Network and Non-Network
-Urgent Care Facility	\$35 Network and Non-Network	10% Network and Non-Network

Hospice/Ambulance Services

	No copayment Network and Non-Network	10% Network and Non-Network
-Home Care Services	Network: No copayment unlimited visits; Non-Network 20% to a maximum of 30 visits	Network: 10% copayment unlimited visits; Non-Network 30% to a maximum of 30 visits

Therapy Services

	Network: \$10 Copayment per visit / Non-Network 20%	Network \$20 Copayment per visit / Non-Network 30%
-Inpatient Services for Physical Medicine & Rehabilitation	60 days (Network and Non-Network combined)	60 days (Network and Non-Network combined)
-Outpatient Physical Therapy & Occupational Therapy	60 visits (Network and Non-Network combined)	60 visits (Network and Non-Network combined)
-Outpatient Speech Therapy	20 visits (Network and Non-Network combined)	20 visits (Network and Non-Network combined)
-Outpatient Spinal Manipulations	12 visits (Network and Non-Network combined)	12 visits (Network and Non-Network combined)

<u>COVERED BENEFITS</u>	<u>CURRENT PPO</u>	<u>NEW PPO</u>
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Behavioral Health Services

-Inpatient Mental Health and Substance Abuse	30 days combined Network and Non-Network (includes Substance Abuse) Non-Network: Maximum \$550 combined Inpatient and Outpatient	30 days combined Network and Non-Network (includes Substance Abuse) Non-Network: Maximum \$550 combined Inpatient and Outpatient
-Outpatient Mental Health and Substance Abuse	50 visits Network (includes Substance Abuse) Non-Network: 10 visits Maximum \$550 combined Inpatient and Outpatient	50 visits Network (includes Substance Abuse) Non-Network: 10 visits Maximum \$550 combined Inpatient and Outpatient

-Physician Home Visits and Office Services	Network: \$10 Copayment per visit Non-Network: 20% Coinsurance	Network:\$20 Copayment per visit. Non-Network: 30% Co-insurance
-Maximum per Lifetime Inpatient & Outpatient Substance Abuse Rehabilitation	Two programs per lifetime (Network and Non-Network combined)	Two programs per lifetime (Network and Non-Network combined)
<u>Preventive Care Services</u>	Network and Non-Network Copayments/Coinsurance based on setting where Covered Services are received.	Network and Non-Network Copayments/Coinsurance based on setting where Covered Services are received.
Physician Home and Office Services	Network: \$10 Copayment per visit. Non-Network: 20% Copayment	Network: \$20 Copayment per visit. Non-Network: 30% Copayment
Inpatient and Outpatient Professional Services	Network: Covered in Full Non-Network: 20% Copayment	Network: 10% Copayment Non-Network: 30% Copayment
-Physical Medicine Therapies (outpatient)	No Copayment Network 20% Copayment Non-Network	\$20 Copayment Network 30% Copayment Non-Network
Home Care Services	Covered in Full Network Non-Network: 20% Copayment 30 visits maximum	Network: 10% Copayment Non-Network: 30% Copayment 30 visits maximum
<u>Maternity Services</u>	Covered in full Network 20% Non-Network	10% Network 30% Non-Network

<u>COVERED BENEFITS</u>	<u>CURRENT PPO</u>	<u>NEW PPO</u>
<u>Medical Supplies, Equipment & Appliances</u>	20% Network 40% Non-Network	10% Network 30% Non-Network
<u>Inpatient Facility Services</u>	Covered in full Network 20% Non-Network	10% Network 30% Non-Network
<u>Outpatient Facility Services</u>	Covered in full Network 20% Non-Network	10% Network 30% Non-Network
<u>Prescription Drug Coverage:</u> Network Pharmacies: Co-Pay (30 day supply)	\$5 generic/\$12 brand Non-Network: 50%	\$10 generic/\$30 brand formulary/\$50 brand non-formulary Non-Network: 50%

Prescription Drug Coverage:

Direct Mail (60 day)
\$5 generic/\$12 brand
Non-Network not covered

Direct Mail (90 day)
\$15 generic/\$45 brand
formulary/\$75 brand
non-formulary

The out-of-Pocket Limit includes all Copayments and Deductibles incurred by a Covered Person in the same Benefit Period. The Network and Non-Network Deductibles, Copayments and Out-of-Pocket Limits are separate and do not accumulate toward each other. The Deductible(s) apply only to a Covered Services indicated with a percentage Copayment. Copayments for doctor visits will apply toward the out of pocket maximum in the New PPO.

C. GROUP LIFE INSURANCE

The Board shall purchase from the School Employers Trust or other carrier licensed by the State of Ohio \$20,000 group term life insurance for each certified employee plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof shall be paid by the Board. The Board shall allow individual employees to purchase additional amounts of coverage through payroll deduction provided the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

D. IRS SECTION 125 PLAN

The Board shall provide, at no cost to the employee and to the extent available 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, and other voluntary pre-tax payroll deductions for other expenses permitted under and in accordance with Section 125 of the Code.

9.13 Insurance Committee

- A. Effective with the ratification of this Agreement, the Board and TLTA shall establish a Health Care Committee. The TLTA shall appoint up to four (4) representatives to serve on the committee. The Board shall appoint up to four (4) representatives.
- B. The purpose of the Health Care Committee shall be to improve the quality of health care and lower the cost of health insurance for all enrollees of the health insurance plan. The duties of the Committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the Committee and to recommend changes regarding health insurance and healthcare systems. The Committee's area of review and counsel may include, but are not limited to the following:
 - 1. Review of current plan provisions and proposals for any modification in the benefit plans;

2. Recommendation for any health insurance education programs for current and potential enrollees; and
 3. Review of any additional cost containment measures that may alter the delivery of health care services, while maintaining quality, and not shifting any costs from the plans to the employees.
- C. In the event consensus cannot be reached as to plan modifications, the current plan shall remain in effect. If consensus as to plan modifications or changes occurs, the new proposal(s) shall be submitted to both sides for ratification and offered as the optional plan for the 2004-2005 school year.
- D. The Board shall provide the Committee with information on bargaining unit and consortium claims and experience, financial reports and other information requested by the Committee. The Board will pay all reasonable costs incurred that pertain to materials and training in fulfilling the purpose of the Committee. Release time for the members of the Committee shall be made available such as to allow members to complete their purposes on said Committee. The Committee shall determine the duration and frequency of all regular meetings and shall update the Board and TLTA on a quarterly basis with any and all relevant information regarding the Committee's work.

ARTICLE 10 - VACANCIES AND TRANSFERS

10.01 Vacancy

A vacancy shall be defined as any position, teaching, supplemental or new professional (including grant positions) vacancy to be filled resulting from an employee leaving that position as a result of retirement, transfer to another district position, non-renewal, termination, resignation or death or the creation of a new position.

10.02 Posting of Positions

- A. The Vacancy shall be posted within twenty (20) work days of the occurrence of the vacancy.
- B. The vacancy shall be posted during the school year five (5) working days in each building on staff and office bulletin boards in open view. The vacancy notice will be emailed to the bargaining unit members and posted on the district webpage.
- C. The vacancy notice shall include the position title, certification/licensing requirements, entry level qualifications, location of the position, title of immediate supervisor, date of the initial posting and last date to apply for the position.

- D. After dismissal of school for summer vacation, vacant or new positions will be emailed to the bargaining unit members and posted on the district webpage. Such vacancies or new positions will not be filled until five (5) working days have elapsed from the notification of vacancies.
- E. Certificated staff desiring to be considered for vacancies and/or new positions that occur during the summer may submit a written request for grade level or subject area change to the building principal and the Superintendent on or before the last day of school. In addition to posting the notice, the administration will attempt to notify by telephone the teachers that have shown interest in such vacancies or new positions. Certificated staff will be responsible for keeping the Superintendent informed as to their current phone numbers and addresses.

10.03 Voluntary Reassignments or Transfers

- A. Definitions:
 - 1. Voluntary reassignment shall be defined as a change requested by the member in a teaching assignment within a building.
 - 2. Voluntary transfer shall be defined as a change requested by the member in a teaching position in another building.
- B. Within seven (7) days of the posting of the vacancy or new position, or within five (5) days during the summer break, a written request for voluntary transfer shall be filed with the Superintendent.
- C. No vacancy shall be filled with a new employee, without first considering all certified applicants currently employed by the Board.
- D. If more than one current employee requests such transfer, the following criteria shall apply:
 - 1. Seniority in the District
- E. The applicant shall receive approval and date that the transfer is to be effected or denial with reason.

10.04 Involuntary Transfers

A teacher being involuntarily transferred will be placed only in a position which involves no reduction in rank or in total compensation and no impairment of tenure. No involuntary transfer shall be made after August 1 without the consent of the teacher. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified in writing of the reasons. If the

teacher so requests, an association representative shall be at the meeting. No teacher will be transferred arbitrarily, capriciously, or without rational basis. Said teacher shall receive one additional day per diem for preparation and organization.

10.05 Involuntary Reassignments

When enacting an involuntary transfer involving equally properly certified members, the member with the least seniority shall be transferred. No teacher may be involuntarily reassigned within his/her building because of a personal dispute occurring prior to the reassignment.

10.06 Job Sharing

- A. The bargaining unit members who are qualified and certified for the same position may be granted, with approval of the Superintendent, the opportunity to share a job. The Superintendent shall take into consideration such factors, but not limited to: needs of the district, educational program, schedules and compatibility of participants.
- B. Job sharing will not be permitted unless initiated by written request by the bargaining unit member and specifically approved by the Superintendent. If a bargaining unit member requests job sharing, the remaining part-time vacancy will be filled first with bargaining unit members on the recall list, and secondly, in accordance with the master agreement.
- C. Salaries and leave days shall be prorated as to the number of days worked, with individuals being placed on their part of the index schedule. These bargaining unit members shall each be credited with seniority credit for placement on the salary schedule based on the number of days employed (with 120 days being one year of employment). Each bargaining unit member shall have the option annually of receiving any fringe benefits such as hospitalization, dental, etc., with the Board paying a portion of the single or family premium prorated to the amount of time worked. Participants in the program may contribute the remainder of funding for full benefits. These bargaining unit members will waive their right to resume full-time employment until a full-time position becomes available for which they hold a valid certificate. If bargaining unit members on the recall list are similarly certified, then district-wide seniority shall determine the option of recall.
- D. If a bargaining unit member on the recall list declines a job sharing position, he/she will not waive recall rights and only after all bargaining unit members on the recall list decline placement in the job sharing position will other candidates be considered.
- E. The building principal shall provide an opportunity for the job sharing teachers to discuss scheduling needs. Total preparation time for job sharing bargaining unit members shall be equivalent to the preparation time of a full-time bargaining unit

member in that position. An attempt shall be made to divide the preparation time equitably between the job sharing bargaining unit members. The bargaining unit members involved in job sharing should, jointly with the principal, develop a plan for sharing job obligations (i.e., meetings, parent/teacher conferences, grading, progress reports.) Each bargaining unit member shall share relevant information with the other bargaining unit member.

- F. Any bargaining unit member entering into the job sharing program will remain in the job sharing position until the end of the school year.
- G. Bargaining unit members may wish to consult State Teachers Retirement System to determine how their retirement benefits will be affected by job sharing.

10.07 Miscellaneous

- A. When reassignments are necessary in grades Pre-K – 4 due to student enrollment, the teachers at the affected grade level will meet with the principal and discuss any necessary transfer. If an agreement cannot be reached the reassignment will be made through the involuntary transfer procedure above.
- B. No vacancy notices shall be posted during a period of Reduction in Force (RIF), if any bargaining unit member affected by the RIF is certified/licensed for the position.
- C. No transfer shall be implemented during a period of RIF that will cause the layoff of a more senior employee.
- D. No transfer shall be implemented during a period of RIF that will prevent the recall of an employee on layoff.

ARTICLE 11 - LEAVES

11.01 Assault Leave

- A. Employees who suffer from assault/battery from students or others as the result of fulfilling their professional responsibilities, and who must be absent from work because of such injury or suffering, shall be granted assault/battery leave. Such leave shall not be charged against the employee's sick leave. In order for leave to be used under this provision, the member must: (1) notify the Superintendent of assault. If the member is unable to personally notify the Superintendent due to the nature of the assault, said notification shall be made by a doctor or the association president, and (2) the member shall file charges against the assailant. Failure to comply with 1 & 2 above will result in such leave being charged against the member's sick leave.

- B. Daily rate of pay and fringe benefits will continue as any regular employee while taking such leave.

11.02 Association Leave

- A. The Association will be granted leave for each OEA Representative Assembly, not to exceed two (2) meetings annually, a maximum of three (3) days each per delegate.
- B. Any Association member who is elected or appointed to the governing body of the United Teaching Profession (UTP) shall be granted leave with pay to attend regular meetings of such bodies. Such leave shall not be counted as part of the Association Leave as outlined in Part 1 of this Article.
- C. To be granted leave under Sections A and B the member must request such leave at least seven (7) days prior to the date of the requested leave.
- D. The Association will be granted up to fifteen (15) days annually for UTP sponsored meetings that members wish to attend. Such leave shall not be deducted from sick leave or personal leave. Provided the meeting content as determined by the Superintendent and/or Board will be beneficial in the classroom or to the system, such leave will be with pay and a substitute will be provided at Board expense. If such leave cannot be classified as professional leave, the Board of Education may grant the person leave without pay and a substitute will be provided by the Board of Education. In such event, mileage and other expenses will be at the teacher's expense.
- E. To be granted leave under Section D, the Association member must request such leave at a Board meeting preceding the anticipated UTP event.

11.03 Jury/Court Duty

The Board of Education shall pay a full-time employee, including hourly and per diem employees, the difference between such employee's regular compensation and remuneration received for serving as a juror. The Board will provide a substitute teacher(s) when a teacher is serving as a juror, witness, defendant, complainant, or as a witness in any proceeding for which a subpoena is issued as a result of their employment in the district. Said employee shall receive his/her normal per diem wage.

11.04 Maternity/Paternity/Adoption/Bonding Leave

- A. Unpaid Leave – See Section 11.13 “Family Medical Leave Act”
- B. Paid Leave

1. An employee who gives birth to a child, is the father of a newborn child, or adopts a child, is eligible for up to six (6) weeks of paid maternity/paternity/adoption leave to be deducted from the employee's accrued sick leave.
2. The six (6) weeks leave will commence after childbirth or adoption of the child. Employees can only take one six (6) week period of leave per childbirth or adoption, even if more than one baby is born or adopted.
3. Paternity leave will only be granted if the father lives with the child.
4. Employees with available sick leave can choose to take up to six (6) weeks paid maternity/paternity/adoption leave but such leave must be taken at one time and cannot be spread over separate days or weeks.
5. Employees should discuss their intention to take paid maternity/paternity/adoption leave with their immediate supervisor as soon as possible to allow time to arrange for a substitute.

11.05 Personal Leave

- A. All members of the bargaining unit shall be granted a maximum of three (3) days personal leave per year. Unused personal leave shall not accumulate from year to year.
- B. All members of the bargaining unit who have accrued and maintain two hundred-forty (240) or more sick leave days may, annually, convert up to nine (9) of those sick leave days into three (3) additional personal leave days. The conversion rate shall be three (3) sick leave days for one (1) personal leave day. These days will be in addition to the days granted in 10.05(A), above.
- C. When an employee becomes aware of a need to use personal leave, he/she shall give his/her building principal or the principal's designee two (2) days advance notice so that arrangements can be made for a qualified substitute. In case of emergency, the two (2) day notice may be waived.
- D. Personal leave may be used in one-half-day increments. Absence for a portion of a day beyond one half shall be deducted as a full day of personal leave.
- E. Personal leave may not be used to extend a holiday or the first or last week of school. During the next to last week of school personal leave shall be granted, if requested, to three (3) teachers from each the high school and the middle school buildings and four (4) teachers from the elementary building per day for that week. Teachers shall be granted leave on a first apply basis. Exceptions may be made at the discretion of the Superintendent.
- F. At the end of each year personal leave usage shall be reviewed. Any bargaining unit employee who used no personal days during the year shall be paid three hundred dollars (\$300.00). Any bargaining unit employee who has used only one (1) day of personal leave during the year shall be paid two hundred dollars (\$200.00). Any member who has used two (2) days of personal leave shall be paid one hundred dollars

(\$100.00). Payments for non-usage of personal leave shall be made no later than June 30th. This section shall not apply to the additional personal leave days as established in 10.05(B), above.

- G. Effective with the 2009-2010 calendar, a bargaining unit member shall have the option of either receiving the stipend found in 11.05(F), above, or of waiving the stipend and rolling any and all unused personal leave into the bargaining unit member's sick leave accumulation. The teacher must notify the treasurer of his/her intent to take this option no later than June 15th of any school year.

11.06 Professional Leave

- A. A teacher may be granted leave with pay for consulting, professional visitation, and attendance at meetings or conferences of a professional nature subject to the recommendations of the principal and superintendent. Attendance at such meetings or conferences may be of a specific or general educational program and need not be in the specific category of said teacher's normal assignment field. Expenses for such approved professional leave may be paid for by the Board and may include registration fees, rooms, meals, and reimbursement at the current IRS established rate per mile for travel allowance. Teachers granted such leave shall be replaced by a substitute teacher. After attending a conference or workshop teachers may be requested to meet with the Building Principal to discuss the information presented.
- B. To enhance the educational program, certificated staff members may, with the principal's and the superintendent's approval, be absent one (1) day each year from their normal assignments without loss of pay for the purpose of visiting classes in other schools. Such absence will not be deducted from sick or personal leave and must be requested five (5) days in advance.
- C. \$1,000 shall be budgeted annually for attending professional conferences and/or workshops in the field of education.

11.07 Sabbatical Leave

- A. The purpose of sabbatical leave is to improve the professional skills of faculty members through study, travel, research, or creative work. The Trimble Local School System benefits from such leave through the improvement in the teacher's professional competence, i.e. teaching efficiency, research, and creativity. The sabbatical leave program shall permit each faculty member maximum flexibility in planning, in his/her way, his professional development.
- B. The Trimble Local Board of Education upon the recommendation of the Superintendent may grant such leave to certificated personnel who have been employed for five consecutive years. According to the request of the employee, such leave shall be for either one (1) or two (2) semesters. The teacher shall present to the

Superintendent a plan for professional and/or personal growth with the request for sabbatical leave and at the conclusion of the leave; provide evidence that the plan was followed.

- C. The employee receiving sabbatical leave shall be paid the difference between the substitute's pay and the teacher's expected salary. The Superintendent shall attempt to limit the said substitute for salary purposes to a maximum of five (5) years experience. If a satisfactory substitute with five (5) years or less experience is not available the Superintendent can hire a teacher with more experience but the teacher receiving the sabbatical will receive the difference between his/her salary and the five (5) year experience level. The employee on sabbatical leave will remain an active participant in the State Teachers Retirement System by contributing thereto the amount he would normally have been required to contribute, and the board will contribute the amount that it would have normally been required to contribute. He may continue as an active participant in all other fringe benefit programs by contributing his own share at the group rate.
- D. The employee on sabbatical leave shall be considered an active staff member. A year of sabbatical leave shall count as a year of teaching experience for placement on the salary schedule.
- E. The number of employees granted sabbatical leave at any one time shall not exceed five percent (5%) of the total instructional staff. An employee granted sabbatical leave shall agree to return to service with the Trimble Local Board of Education for a period of one year following the leave unless the teacher has completed twenty-five (25) years of teaching in this state. The employee, upon return from sabbatical leave, shall be reinstated to the position and contract status held before the leave.
- F. The Board of Education may not grant such leave unless there is a satisfactory substitute, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor for longer than one school year, nor grant a leave to any teacher more often than once for each five years of service, nor grant a second time to the same individual when other members of the staff have filed a request for such a leave exceeding the 5% maximum.

11.08 Sick Leave

- A. Each regular (certified) employee of the Board of Education shall be entitled for each completed month of service, to sick leave of one and one-fourth work days with pay.
- B. The unused portion of sick leave is subject to unlimited accumulation. Certified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or is terminated prior to the completion of the current contract year.

- C. A regular certified employee who is absent because of illness, as provided by law, is still in service of this district and is not on an approved leave of absence without pay, accumulates sick leave credit while absent.
- D. Certified employees shall qualify for sick leave absence with full pay during any school year for one or all of the following reasons:
 - 1. Personal illness;
 - 2. Pregnancy/Childbirth/Adoption
 - 3. Injury (Personal)
 - 4. Exposure to contagious disease which could be communicated to others; or
 - 5. Absence due to illness, injury or death in the employee's immediate family (ORC 3319.141). The immediate family shall be defined as, but not limited to, husband, wife, children, mother, father, sister, brother, grandparent, parent-in-law, son-in-law, daughter-in-law, grandchildren, aunt, uncle, and member of the same household.
 - 6. Sick leave may be used in 1/2 day increments.

11.09 Teacher Exchange - Peace Corp - VISTA

- A. As teacher exchange, teaching abroad, Peace Corp, Vista and other similar programs broaden the individual's knowledge of the world and enhance the programs of the school system; teachers are encouraged to participate in such programs.
- B. Any teacher wishing to participate in said programs shall notify the local superintendent. The teacher may serve in the program a maximum of two (2) years.
- C. If an exchange teacher is used, they shall fill the position of the Trimble Local teacher participating in the exchange program.
- D. Upon return, the teacher shall be reinstated to the position and contract status held before the leave. The teacher shall receive credit on the salary schedule for the time spent in said program.

11.10 Leave Without Pay

A member may be granted leave without pay by the Board of Education. The member, upon return from leave, shall be reinstated to the position and contract status held before the leave.

11.11 Calamity Leave Assistance Program

- A. The Trimble Local School District Board of Education shall establish a Calamity

Leave Assistance Program that will allow individual employees to donate up to ten (10) days of sick leave to each eligible applicant. Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.

- B. To qualify for the Calamity Leave Assistance Program, an employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child or parent) must have experienced a catastrophic illness or injury and the employee must have exhausted his/her sick leave. The term “catastrophic illness or injury” shall include only those illnesses or injuries which are calamitous in nature constituting a great misfortune. A normal pregnancy shall not be considered a catastrophic illness. The Calamity Leave Assistance Program cannot be used beyond the end of the school year in which the application is made.
- C. Request for use of Calamity Leave Assistance Program will be considered on a case by case basis. A committee composed of two (2) Board appointed members and two (2) Association appointed members and chaired by a mutually agreeable fifth member, will make a determination based on the following criteria.
 - 1. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child, or parent) must have experienced a catastrophic illness or injury that has exhausted or will exhaust the employee's sick leave.
 - 2. The total use of the Calamity Leave Assistance Program shall not exceed the current school year.
 - 3. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.
 - 4. All donations of sick leave by staff members will remain confidential and should be submitted to the District Treasurer on the proper form. (See Appendix C)
 - 5. Employees requesting consideration for the Calamity Leave Assistance Program must complete the request on the proper form (See Appendix B) and submit one copy to the Superintendent and one copy to the Association President.
 - 6. Activation of the program shall require consensus of the committee.

11.12 Bereavement Leave

In the case of death in the immediate family, the bargaining unit member may have up to three (3) days paid leave. At the discretion of the Superintendent, paid bereavement leave may be extended depending on the individual’s circumstances. Bereavement leave shall not be deducted from sick leave. “Immediate Family” shall be defined as spouse or significant other, children including step-children, parents, spouse’s parents, grandchildren, grandparents, or brothers/sisters. Bargaining unit members requiring more than three (3) days will have additional days deducted from sick leave.

11.13 Family Medical Leave Act

- A. A teacher, employed no less than half-time, with at least 12 months of service in the Trimble Local Schools shall be granted 12 weeks of unpaid family medical leave (during each fiscal year period) for: 1) the birth and first year care of a child; 2) the adoption or foster placement of a child; 3) the serious illness of a spouse, son, daughter, guardian, parent of the teacher's family, or any dependent child residing in the teacher's house; and 4) the teacher's own serious health condition that keeps the teacher from performing the essential functions of his or her job in accordance with the following specifications:
- B. The teacher shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board 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 medical 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 - a) inpatient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
- E. A teacher on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence.
- F. Once the leave is approved by the Superintendent and the Board, it may only be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.
- G. The taking of intermittent leave, leave on a reduced leave schedule and leave near the end of an academic term, shall be governed by the Act.

ARTICLE 12 - JOB SECURITY

12.01 Non-Renewal of Limited Contracts Other Than Supplementals

- A. The Superintendent shall, on or before the first of April, deliver or cause to be delivered to any teacher, including rehired retirees, a written notification that the intent of the

Superintendent is to recommend to the Board of Education that the teacher will not be re-employed at the termination date of the limited contract.

- B. Any member notified of non-renewal during the first two limited contracts shall be granted a hearing with representative in executive session with the Board of Education.
- C. The below stated procedures relative to non-renewal of limited contracts other than supplemental shall prevail after the expiration of an employee's first two limited contracts:
 - 1. The Superintendent shall, on or before the first of April, deliver or cause to be delivered to the teacher a written notification that the intent of the Superintendent is to recommend to the Board of Education that the teacher will not be re-employed at the termination date of the limited contract. Reasons for the decision to non-renew will be stated in the letter, and the decision must be supportable by evidence contained in the teacher's evaluation file or be for unprofessional conduct. The evaluation file shall be open for the inspection of the teacher and/or his designated representative at all times.
 - 2. If the Board of Education overrules the recommendation of the Superintendent for renewal, written reasons must be given for non-renewal by the Board of Education.
 - 3. Any decision for non-renewal must be based on just cause.

12.02 Length of Contract

Teachers who have not obtained tenure in another Ohio school district will be offered a one (1) year contract upon initial employment. After successful completion of this contract, such teacher shall be recommended for a two (2) year contract unless eligible for tenure. Upon successful completion of the second limited contract such teacher shall be recommended for a five (5) year contract unless eligible for tenure. A teacher working under a limited contract shall be considered for a continuing contract as soon as they meet the requirements for continuing contract status. A Returning Retiree shall be offered a one year contract. Renewal contracts for Returning Retirees shall be for one (1) year.

12.03 Reductions In Staff

- A. Reductions in staff shall be in accordance with Ohio Revised Code Section 3319.17. Any contract language herein that is inconsistent with Ohio Revised Code Section 3319.17 shall be superseded by the language of Ohio Revised Code Section 3319.17.
- B. If the Board is contemplating the layoff of any teachers, it will so notify the Association president and vice-president via registered letter and email no less than thirty (30) days before the Board meeting when action will be taken to implement a reduction in force. Such notice will be in writing and will include the specific position(s) to be affected and the proposed time schedule. Any teacher who is to be laid off and the TLTA

president will be so notified in writing by registered letter, or in person and via email no less than ten (10) days before the Board meeting when action will be taken to implement a reduction in force. Such notice will include the proposed time schedule and the reasons for the proposed action. In an emergency situation requiring immediate action, the association president and teacher to be laid off will be given as much notice as is practicable.

- C. In accordance with Ohio Revised Code 3319.17(c), all teachers with an evaluation above ineffective shall be deemed to have comparable evaluations until the board has three (3) years of OTES evaluations. Starting with the 2016-2017 school year, comparable shall mean identical OTES evaluation classifications. This language only applies to RIFs until the 2016-2017 school year. For purposes of this Article, seniority will be computed from a teacher's most recent date of continuous hire and will begin to accrue as of his/her first day of actual service in a negotiating unit position. Seniority will continue to accrue during all paid leaves of absence. When seniority is equal, placement on the seniority list shall be determined by certification, followed by position of hire on the board agenda for hiring of the teachers of equal seniority.
- D. When reduction in staff becomes necessary it shall occur as follows:
1. Board determines positions to be reduced
 2. In accordance with "C" as above, by comparable rankings and certifications
 3. Among staff equally qualified as per the previous two qualifications, as follows:
 - a. returning retirees
 - b. limited contract teachers
 - c. continuing contract teachers
- E. On or about September 30 of each school year, the Treasurer will provide the Association with a list showing the seniority of each teacher employed by the Board and will, thereafter, promptly notify the Association of any changes in said list.
- F. Return to Duty After Reduction
1. If there is a vacancy in a negotiating unit position, laid-off teachers who are certified to perform the work in question will be recalled in reverse order of lay-off, assuming they are qualified for the open position.
 2. Notice of recall will be given by registered mail or personal delivery and email to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within five (5) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

3. A teacher who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:
 - (a) waives his/her recall rights in writing;
 - (b) resigns;
 - (c) fails to accept recall to the position he/she held immediately prior to layoff or to a substantially equivalent position; or
 - (d) fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless he or she can provide physician's proof of illness or injury. If a teacher has secured temporary employment elsewhere, he/she will be allowed up to fifteen (15) days additional time before being required to report to work.
4. While on layoff, a teacher will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits.
5. A teacher who was entitled at the time of his/her layoff to unused accumulated sick and personal leave and credits toward sabbatical eligibility will have this time restored to him/her upon return to active employment and he/she will be placed on the step of the salary schedule for his/her experience and education. Up to 24 months' time spent teaching in another district during the RIF will count. Such time will not count toward the fulfillment of time requirements for acquiring tenure.

12.05 Teaching Fellows

Trimble Local agrees to utilize no more than ten (10) teaching fellows, unless the district is placed in fiscal watch and/or fiscal emergency. Once the district is removed from fiscal watch and/or fiscal emergency, the number of teaching fellows utilized shall be not more than ten (10).

12.04 Returning Retiree Teachers

- A. A Returning Retiree is defined as a certified/licensed educator or temporary certified person who has once retired and wishes to return to work. The Returning Retiree will continue to receive a retirement/pension payment.
- B. Returning Retirees will not be eligible for Continuing Contracts.
- C. The Returning Retiree will initially be placed on Step 5 of the salary schedule with all contractual insurance benefits, unless STRS requirement differ. Returning Retirees shall be entitled to all other rights as outlined in this contract.

ARTICLE 13 - COMMITTEES AND VOLUNTEER ACTIVITIES

13.01 Local Professional Development Committee

- A. There will be a Local Professional Development Committee (LPDC) consisting of five (5) members who are employees of the Trimble Local School System. The LPDC shall be made up of five (5) members, of whom three (3) shall be active teachers appointed by T.L.T.A. and two (2) shall be administrators.
1. Vacancies shall be filled in the manner of original appointment. The LPDC members shall be appointed no later than August 24 of each year.
- B. Duties and Powers of the LPDC: The LPDC will be responsible for the approving and reviewing of 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 Trimble Local School System.
- C. Meetings of the LPDC: The LPDC shall meet once monthly and at other times as it may determine, 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 T.L.T.A. appointed members and one Board appointed member.
 2. Additional meetings may be convened by a quorum.
 3. Members shall receive 3.5% of the base salary per school year.
- D. The LPDC shall adopt by-laws governing its operation by a four-fifths (4/5) majority vote of its members within six (6) weeks of its starting date. The LPDC by-laws shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of a TLSLPDC appeals board to hear and decide all appeals.

13.02 Master Teacher Committee

- A. A master teacher committee shall be established for the purpose of designating teachers in the building/district as master teachers in accordance with the recommendations of the Ohio Department of Education.
- B. The master teacher committee shall be comprised of a majority of practicing teachers. The Association shall appoint three (3) teachers to the committee and the Superintendent shall appoint two (2) district administrators. As educators receive the designation of Master Teacher, the Committee's members shall be appointed from educators with the designation of Master Teacher.
- C. The master teacher committee members shall jointly establish a Plan of Operation for the appropriate designation of a master teacher, including but not limited to: the time and location of meetings, the application and review process, the dissemination of general information to local Association members, and the appeal procedure.
- D. Members of the Master Teacher Committee will be compensated in the amount of \$50 for each meeting of the committee. There shall be five (5) meetings scheduled during the school year.

ARTICLE 14 - DURATION OF CONTRACT

14.01 Severability

- A. In the event there is a conflict between a provision of this agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision. All other provisions of this agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.
- B. If, during the term of this agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this agreement, the parties will meet to negotiate any necessary change in the agreement relative to the affected provision within sixty (60) days by demand of either party.
- C. If, during the term of this agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

14.02 Duration

The terms of this agreement will be effective from August 26, 2013 and will continue and remain in full force and effect through August 25, 2016. Negotiations for a successor agreement will commence pursuant to the provisions of this agreement.

14.03 Implementation

- A. This agreement represents the full understanding and commitment between the parties. Additions, deletions or changes in this agreement can be done only by an amendment properly signed by each party.
- B. The Trimble Local Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this agreement. Should there be a conflict between this agreement and any such policy or practice, then the terms of this agreement shall prevail.

SIGNATURE PAGE

TRIMBLE LOCAL BOARD OF EDUCATION

TRIMBLE LOCAL TEACHER'S ASSOCIATION

BY: Stephen E. Miller
President

BY: Christine V. Snoddy
President

BY: Dr. Kimberly Jones
Superintendent

BY: Jay E. Bess
Vice-President

DATE: Dec. 23, 2013

APPENDICES

APPENDIX A - GRIEVANCE REPORT FORM

STEP II
(SUBMITTED TO PRINCIPAL)
GRIEVANCE REPORT FORM

GRIEVANCE NO. _____

Name of Aggrieved _____	Assignment _____	Building _____	Date Filed _____
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Article and Section of Agreement allegedly violated, misinterpreted or misapplied.

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature of Association President

Date

C. Disposition of Principal _____

Signature of Principal

Date

cc: Association President
Superintendent

APPENDIX A

STEP III
(SUBMITTED TO SUPERINTENDENT)

Disposition by Superintendent _____

Signature of Superintendent

Date

STEP IV
(SUBMITTED TO THE TREASURER OF BOARD)

Disposition by Board _____

Signature of Board President

Date

APPENDIX A

STEP V

(Submitted to Superintendent)

A. Position of Aggrieved/or Association _____

Signature of Aggrieved

Date

B. Disposition By Arbitrator _____

Signature of Arbitrator

Date

APPENDIX C - VERIFICATION OF LEAVE FORM

VERIFICATION OF LEAVE

(To be completed promptly after each absence)

TRIMBLE LOCAL SCHOOL DISTRICT

NAME (Print) _____
Last First Middle

I was on leave on the following days: _____
for the following reasons:

Check proper one

____ Personal Leave

____ Sick Leave

____ Professional Leave

Reason _____

____ Jury Duty Subpoena issued by: _____

____ Court Duty Court Date: _____

____ Leave of Absence

____ Vacation

____ Total Days (Hours) Used

I understand that falsification of this statement is grounds for termination of my employment under O.R.C. 3319.081 or 3319.16.

____ Date Signature of Employee

____ Approved

____ Disapproved

____ Signature of Responsible Administrator

Date _____

Posted by _____ Date _____

Act. # _____

SCHOOL _____ DATE _____

I hereby certify that I was employed as substitute (Teacher) (Employee) on the date of _____
number of days _____.

I hereby submit a statement of such employment for payment of the prevailing wage scheduled by the Trimble Local Board of Education.

Signed: _____

APPENDIX D1 - TEACHER CONTRACTS (Continuing)

TEACHER CONTRACTS

A. Teacher's Contract - Continuing

An agreement entered into between _____ of _____ County, Ohio, and the BOARD OF EDUCATION OF _____ School District in _____ County, Ohio; the said _____ hereby agrees to teach in the Public Schools of said District from the date of this Contract until _____ she/he resigns, elects to retire, is retired pursuant to law, or until said Contract is terminated or suspended as provided by law.

Said _____ further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the Schools of said District.

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer, to the said _____ the sum of _____ dollars, annually. Said sum to be payable equal bi-weekly installments as shall be indicated in Notices to be sent annually as provided by law.

Entered into at _____, Ohio, this _____ day of _____, 20 _____.

By: _____
Teacher

THE BOARD OF EDUCATION

By: _____
President

By: _____
Clerk

APPENDIX D2 – TEACHER CONTRACTS (Limited)

B. Teacher's Contract - Limited

AN AGREEMENT entered into between _____ of _____
County, Ohio, and the BOARD OF EDUCATION OF _____

School District in _____ County, Ohio; the said _____
hereby agrees to teach in the Public Schools of said District for a period of _____.

Said _____ further agrees to abide by and maintain the rules and
regulations adopted by said Board of Education for the government of the Schools of said District.

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay,
at the office of its Treasurer, to the said _____ the sum of _____.

Entered into at _____, Ohio, this _____ day of _____, 20____.

By: _____
Teacher

THE BOARD OF EDUCATION

By: _____
President

By: _____
Clerk

APPENDIX E - SUPPLEMENTAL CONTRACT

SUPPLEMENTAL CONTRACT
Trimble Local School District

This limited contract entered into by and between _____
(Name)
of _____,
(Street Address)
_____, _____, _____
(City) (State) (Zip Code)

hereinafter referred to as "Teacher" and the Trimble Local Board of Education of Athens County, State of Ohio, hereinafter referred to as "Board" WITNESSETH:

In addition to Teacher's regular teaching duties, said Teacher does hereby promise and agree to perform the following duties for and in behalf of said Board:

and further agrees to abide by and maintain the rules and regulations adopted by such Board. Such additional duties shall be performed by Teacher during the year period beginning _____, 20____ and ending _____, 20____.

In consideration of the duties to be performed by said Teacher, the Board promises and agrees to pay Teacher the sum of \$_____ annually payable as follows: _____.

This limited contract entered into at Glouster, Ohio, this _____ day of _____ 20____.

By: _____
Teacher

TRIMBLE LOCAL BOARD OF EDUCATION

By: _____
President

By: _____
Clerk

APPENDIX F - CONFERENCE PERIOD/SUBSTITUTE PAY FORM

CONFERENCE PERIOD
SUBSTITUTE PAY FORM

DATE _____

I, _____ substituted for _____,
(Name of Absent Teacher)

from _____ to _____ for a total of _____ hours.
(beginning time) (ending time)

Substituting Teacher

Principal

APPENDIX G – MEMORANDUM/SCHOOL DAY LEGISLATION

MEMORANDUM SCHOOL DAY LEGISLATION

The Board and Association agree that if the Ohio State legislature enacts new legislation mandating a minimum school year in hours opposed to days, the parties shall immediately meet and incorporate the new legislation to reflect the daily hour change in the teachers negotiated work year as permitted under the law.

APPENDIX H1 - REQUEST FOR CALAMITY LEAVE ASSISTANCE FORM

REQUEST FOR CALAMITY LEAVE ASSISTANCE

Employee's Name _____

I am requesting _____ number of days from the Calamity Leave Assistance Program.

The reason I am requesting Calamity Leave is: _____

1. I understand that my request will be considered and granted only if there are days donated by fellow employees to this Calamity Leave Assistance Program.
2. I understand that the number of days granted cannot exceed the number of days that have been donated.
3. I have read the guidelines for use of Calamity Leave Assistance Program in the Master Agreement.
4. I understand that I am only eligible to use the Calamity Leave Assistance Program during my current school year.

I have read all of the above statements and agree to abide by the conditions.

Name of Person Making Request

Date

(Name may be withheld on donation request form upon request of person making request for Calamity Leave Assistance.)

_____ I DO request that my name be withheld.

_____ I DO NOT request that my name be withheld.

Date

Approved By Committee

One copy of this form should be returned to the Superintendent, one copy should be sent to the District Treasurer and one copy should be sent to the Association President.

APPENDIX H2 - GUIDELINES FOR DONATION OF SICK LEAVE FORM

Under the provisions of the Master Agreement between the Board and the Association, the Trimble Local School District Board of Education and the Trimble Local Teachers' Association have agreed to establish a Calamity Leave Assistance Program.

The purpose of this program is to allow individual employees to donate up to a maximum of ten (10) days of their accumulated sick leave to an individual who has experienced a personal catastrophic illness or injury or to an individual whose family member has experienced a catastrophic illness or injury and been approved by the Calamity Leave Assistance Committee.

GUIDELINES FOR DONATION OF SICK LEAVE

1. Anyone making a donation must have accumulated at least fifty (50) days of sick leave.
2. Sick leave will be deducted from the total accumulation of the donor.
3. Donors may donate any number of days up to a total of ten (10) days to this Calamity Leave Assistance program.
4. Names of donors to the Calamity Leave Assistance Program will be kept confidential.
5. Unused Calamity Leave will be restored to donors on a pro-rated basis rounded off to the next lowest whole number at the termination of donee's usage.
6. Calamity Leave Assistance Programs will be established only to meet a specific request.

I have read the above information and agree to donate _____ days for Calamity leave Assistance to _____.

Name of Employee Receiving Donation
(Name may be withheld upon request)

I currently have a total of _____ days of accumulated sick leave.

Name of Employee Making Donation

Date

Signature

This form should be returned to the Treasurer, Trimble Local Schools

TRIMBLE LOCAL SCHOOL DISTRICT, Athens County, IRN#045922

Teacher Base FY15
\$30,057.97

<u>Years</u> <u>Exp.</u>	<u>120 HOURS</u> <u>BA</u>	<u>135 HOURS</u> <u>BA + 15</u>	<u>150 HOURS</u> <u>BA + 30</u>	<u>150 HOURS</u> <u>MA</u>	<u>165 HOURS</u> <u>MA + 15</u>	<u>180 HOURS</u> <u>MA + 30</u>
0	\$30,057.97	\$31,260.29	\$33,812.21	\$35,164.82	\$36,571.53	\$39,553.28
1	\$31,260.29	\$32,510.70	\$35,164.82	\$36,571.53	\$38,032.35	\$41,137.34
2	\$32,510.70	\$33,812.21	\$36,571.53	\$38,032.35	\$39,553.28	\$42,781.51
3	\$33,812.21	\$35,164.82	\$38,032.35	\$39,553.28	\$41,137.34	\$44,491.81
4	\$35,164.82	\$36,571.53	\$39,553.28	\$41,137.34	\$42,781.51	\$46,274.24
5	\$36,571.53	\$38,032.35	\$41,137.34	\$42,781.51	\$44,491.81	\$48,122.81
6	\$38,032.35	\$39,553.28	\$42,781.51	\$44,491.81	\$46,274.24	\$50,049.53
7	\$39,553.28	\$41,137.34	\$44,491.81	\$46,274.24	\$48,122.81	\$52,051.39
8	\$41,137.34	\$42,781.51	\$46,274.24	\$48,122.81	\$50,049.53	\$54,131.40
9	\$42,781.51	\$44,491.81	\$48,122.81	\$50,049.53	\$52,051.39	\$56,298.58
10	\$44,491.81	\$46,274.24	\$50,049.53	\$52,051.39	\$54,131.40	\$58,604.02
11	\$46,274.24	\$48,122.81	\$52,051.39	\$54,131.40	\$56,298.58	\$60,891.44

TRIMBLE LOCAL SCHOOL DISTRICT, Athens County, IRN#045922
 Effective for New Teachers Hired after December 31, 2013
 Teacher Base FY15
 \$30,057.97

<u>Years</u> <u>Exp.</u>	<u>120 HOURS</u> <u>BA</u>	<u>135 HOURS</u> <u>BA + 15</u>	<u>150 HOURS</u> <u>BA + 30</u>	<u>150 HOURS</u> <u>MA</u>	<u>165 HOURS</u> <u>MA + 15</u>	<u>180 HOURS</u> <u>MA + 30</u>
0	30,057.97	30,771.10	31,484.22	33,905.39	34,581.69	35,333.14
1	31,333.93	32,112.43	32,890.93	34,843.20	35,527.02	36,902.17
2	32,627.93	33,472.56	34,317.18	37,004.37	37,688.19	38,462.18
3	33,941.46	34,852.97	35,764.48	38,585.42	39,269.23	40,043.23
4	35,276.03	36,254.42	37,232.81	40,189.01	40,872.83	41,646.82
5	36,631.65	37,677.67	38,723.68	41,816.65	42,500.47	43,274.46
6	38,008.30	39,123.45	40,238.60	44,070.24	44,152.90	44,926.90
7	39,412.01	40,595.09	41,778.17	44,396.37	45,080.19	46,605.63
8	40,839.01	42,091.60	43,344.19	46,853.61	47,537.43	48,311.42
9	42,292.32	43,614.79	44,937.27	48,588.71	49,272.53	50,046.52
10	43,772.67	45,166.23	46,559.80	50,053.28	50,729.59	51,811.67
11	45,282.33	46,746.15	48,209.98	51,774.85	52,451.16	53,608.39
12	46,815.29	48,355.76	49,896.23	53,503.19	54,179.49	55,336.72
13	47,416.45	48,994.49	50,572.53	54,254.64	54,930.94	56,088.17
14	47,717.03	49,313.86	50,910.69	55,006.09	55,682.39	56,463.90
15	48,393.33	50,159.24	51,925.14	55,381.81	56,433.84	57,591.07
16	48,919.35	50,591.32	52,263.30	56,508.98	57,185.29	57,966.80
17	49,069.64	50,835.54	52,601.45	56,884.71	57,561.01	58,342.52
18	49,370.22	51,155.66	52,941.10	57,260.43	57,936.74	58,718.24
19	49,821.09	51,549.42	53,277.75	57,636.16	58,312.46	59,093.97
20	50,121.66	51,869.54	53,617.41	58,011.88	58,688.19	59,469.69
21	50,422.24	52,188.15	53,954.06	58,387.61	59,063.91	59,845.42
22	50,722.82	52,488.73	54,254.64	58,688.19	59,364.49	60,891.44