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## **MASTER CONTRACT AGREEMENT**

between the

### **THREE RIVERS EDUCATION ASSOCIATION**

an affiliate of the  
OHIO EDUCATION ASSOCIATION  
and the  
NATIONAL EDUCATION ASSOCIATION

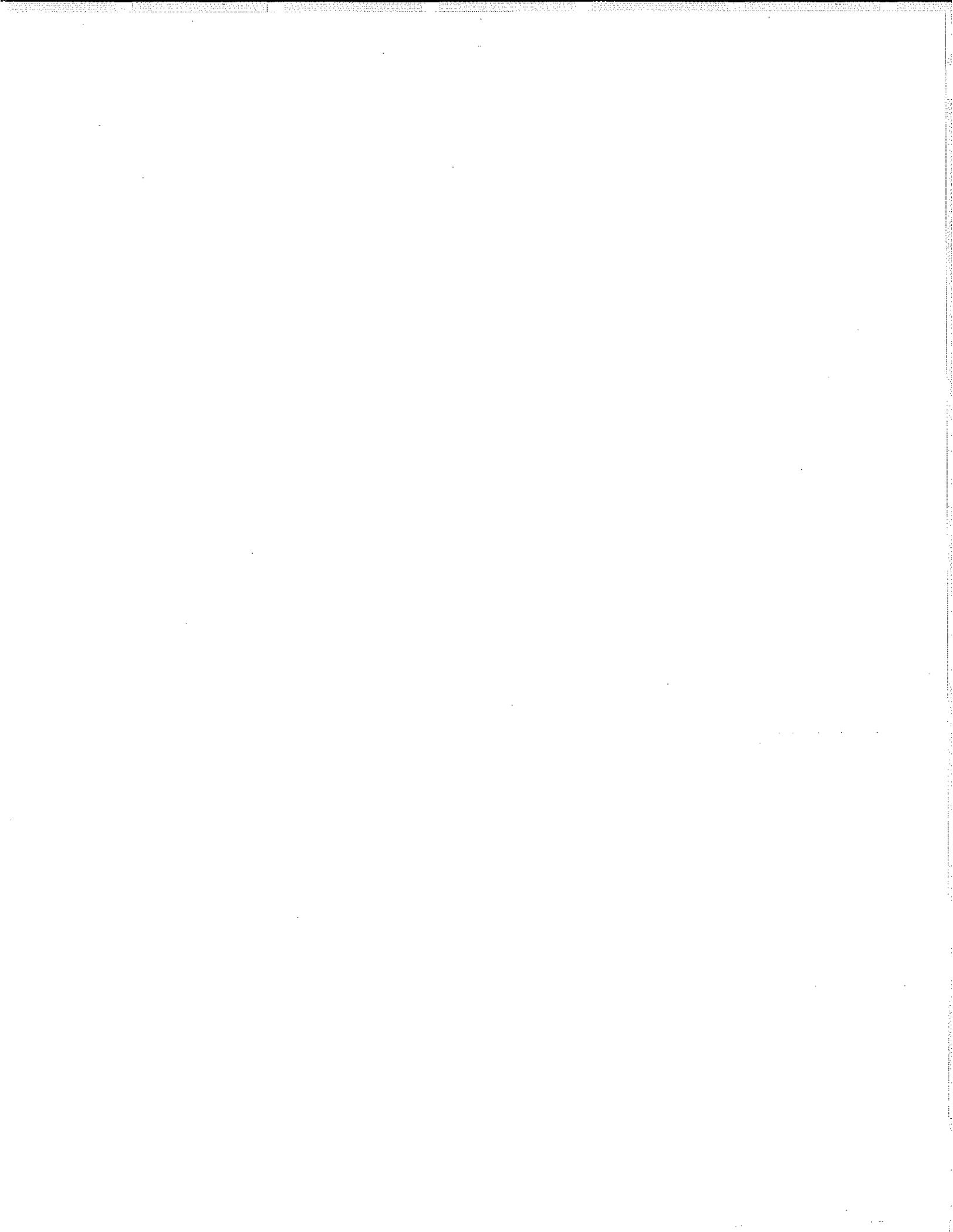
and the

### **THREE RIVERS BOARD OF EDUCATION**

of the  
THREE RIVERS LOCAL SCHOOL DISTRICT  
HAMILTON COUNTY, OHIO

Effective:

**AUGUST 1, 2014 THROUGH JULY 31, 2017**



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**ARTICLE I:**  
**RECOGNITION**

**1.01      ASSOCIATION RECOGNITION**

The Three Rivers Local School District Board of Education, hereinafter referred to as the "Board," recognizes the Three Rivers Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," as the exclusive and sole professional representative for all certificated employees who are under contract with this Board or on leave of absence excluding substitute teachers and administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge teachers.

**1.02      BOARD RECOGNITION**

The Association recognizes the Board as the locally-elected body charged with the establishment of policy of public education in the Three Rivers Local School District and as the employer of all personnel of this school system under state law.

**1.03      PROOF OF ASSOCIATION REPRESENTATION**

1.0301      The Board agrees to negotiate with and recognize the Association as the sole bargaining agent for the certificated staff as previously defined herein.

1.0302      At the request of the Board, the Association shall present a copy of its active membership rolls to a representative designated by the Board. The Board's request shall be made between November 1 and November 10 of each year. The Association shall comply with said request within seven (7) days of its receipt of same.

**1.04      DEFINITIONS**

1.0401      Bargaining Unit:

All certificated personnel employed by the Board whether on leave, on per diem basis, employed, or to be employed, excluding the Superintendent of Schools, all assistant superintendents, principals, assistant principals, substitutes, aides, hourly paid tutors, and all others for whom certification in supervision or administration is required as a condition of employment.

1.0402      Full-Time Employee:

An employee who is employed to perform a full day's work as defined by this Contract for a minimum of one hundred twenty (120) days or more in a work year, or five (5) workdays per week.

1.0403      Part-Time Employee:

An employee who works less than a full day as defined by this Contract and/or less than the minimal standard of one hundred twenty (120) workdays per work year, or less than five (5) workdays per week.

- 1.0404 Sole and Exclusive Agent:  
The Association granted such status, shall be recognized by the Board as the official voice of all members of the instructional staff. The exclusive representative shall further represent members of the bargaining unit regardless of their race, color, creed, national origin, sex, age, marital status, or handicap.
- 1.0405 Days:  
Unless specified elsewhere in this Contract, days shall mean calendar days.
- 1.0406 Seniority:  
The length of continuous employment in a bargaining unit position as verified by Board minutes.
- A. Seniority shall begin to accrue from the first day worked in the bargaining unit position.
  - B. Seniority shall accrue for all time an employee is on active pay status or is receiving Workers' Compensation benefits, is in military services, or on professional growth leave.
  - C. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
  - D. Full-time employees shall accrue one (1) year of seniority for each year (120 days) worked as determined by the minimal full-time standard as defined by this Contract.
  - E. Part-time employees who work less than the normal workday shall accrue seniority at one-half (½) year per year worked.
  - F. No employee shall accrue more than one (1) year of seniority in any work year.
  - G. Teachers who resign their positions and are later reemployed shall lose that seniority acquired before resignation.
  - H. When two (2) or more teachers have the same seniority, past service in the District shall be used to break the tie. If a tie remains, the following tie breakers will be utilized in establishing seniority rankings:
    - 1. Date the teachers signed their initial limited contract of employment as a teacher with the District.
    - 2. If a tie remains, said teachers shall participate in a drawing to establish their seniority ranking. A representative from the Association and the Board shall be present at the drawing.

**ARTICLE II:**  
**NEGOTIATIONS**

**2.01**      **DEFINITIONS**

- 2.0101      Day  
In the negotiations procedure section of this Contract, the word "day" shall mean calendar day unless otherwise indicated.
- 2.0102      Party:  
"Party" when used herein shall mean the Association and/or the Board.
- 2.0103      Negotiations:  
To confer, discuss, propose, consider, make concessions, and counterproposals, in good faith, in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by representatives of the Board and the Association with authority to negotiate in good faith.
- 2.0104      Negotiation Meeting Period:  
That period of time from the first negotiation session until agreement has been reached, or the time factor of forty-five (45) days, or as mutually extended. The period of time when negotiations are recognized to be taking place.
- 2.0105      Negotiation Session:  
The actual conferring of the representatives of the Board and the Association.
- 2.0106      Negotiation Team:  
The body of official representatives of the Board and the Association.
- 2.0107      Executive Session:  
A meeting with admittance to be limited to the discretion of the participants calling the meeting or the provisions of such a session as provided by this Article II.
- 2.0108      Consultants:  
Advisors to the negotiations teams. Individuals due to special training, experience, and talents have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.
- 2.0109      Caucus:  
A limited break in a negotiation session.
- 2.0110      Good Faith:  
The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed position. Good faith requires the participants in the negotiations to provide explanations for proposals and counterproposals. Good faith does not mean that either negotiations team is given authority to make final commitment for the Board or the Association.

- 2.0111 News Release:  
A report on the status of negotiations, given directly to public news media personnel (i.e., the newspaper, radio or television news bureaus).
- 2.0112 Progress Report:  
Reports made to the Board or Association while negotiations are in process.
- 2.0113 Ad Hoc Study Committee (joint study committee):  
A group given a specific assignment to develop a more meaningful understanding of a given area to assist the negotiation teams in coming to a mutual agreement. The responsibility of such study committees shall be determined by the negotiation teams at the time that the study committee is organized. Information reported by the study committee shall be advisory only and not a directive or in any way impose a recommendation or compliance to the members of the negotiation teams.
- 2.0114 Mediation:  
An assistive process and procedure that attempts to help the parties to recognize their differences and similarities under the rules and regulations of the Federal Mediation and Conciliation Service.
- 2.0115 Impasse:  
Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of positions by the members of the negotiation teams is taking place and agreement is not reached within the specified time limit.
- 2.0116 Writing Disposition:  
The findings and recommendations of parties used to resolve an impasse situation. Such a disposition is an advisory notice and should be given the greatest consideration by both the Board and the Association in an effort to obtain agreement.
- 2.0117 Memorandum of Understanding  
A memorandum of understanding is a written agreement which adds to, deletes, modifies or clarifies existing contract language.

## 2.02 NEGOTIATIONS PROCEDURE

- 2.0201 No earlier than February 15, but no later than May 15 of the calendar year in which the contract expires, the Association shall request a meeting with the Board or its representatives. This meeting shall be scheduled not more than fifteen (15) calendar days following receipt of the request at a time mutually agreeable, unless a later date is mutually agreeable. At this meeting the Association and the Board shall exchange proposals, comprehensively written. Thereafter, counterproposals and amendments may be submitted during the course of negotiations. From the date of this first meeting, a period of forty-five (45) calendar days shall be considered the normal period for negotiations, which period may be extended by mutual agreement. At the end of the forty-five (45) day period, either the Association or the Board shall be entitled to invoke the impasse procedure.

- 2.0202 Both parties agree that Chapter 4117 of the Ohio Revised Code shall govern the procedures of bargaining between the Association and the Board, unless otherwise provided for within this Contract.
- 2.0203 All meetings shall be in executive session, at a time and place mutually agreeable to both parties. While negotiations are in progress:
- A. The chairperson of either team may recess his/her group for an independent caucus.
  - B. No action to coerce or censor or penalize any negotiations participant shall be made or implied on either side.
  - C. As tentative agreements are reached, they shall be reduced to writing, initialed by both chairpersons, and set aside. Such initialing shall not be considered binding nor as a final agreement by the parties and may be withdrawn by either party.
  - D. While no final agreements shall be executed, without ratification by the Association, and subsequent adoption by the Board, the parties mutually pledge that their representatives shall have all necessary power and authority to make and consider proposals and counterproposals, and to make concessions in the course of negotiations so as to reach agreements.
  - E. Both parties shall negotiate in "good faith." "Good faith" is the obligation of the parties to meet at reasonable times for the purpose of effecting a free exchange of facts, opinions, and proposals and counterproposals in a sincere effort to reach mutual understanding and agreement. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons; however, such obligation shall not require either party to change its proposal on any matter being negotiated. Good faith requires all parties to recognize negotiations as a shared process.
- 2.0204 When negotiations have been concluded, the agreement shall be reduced to writing and signed by both chairpersons. The negotiated Contract shall be presented to the Association within ten (10) workdays of the final negotiations session for ratification. Upon ratification by the Association, written notice shall be sent by the Association to the Board. At that time, the negotiated Contract shall be placed on the agenda of the next regularly scheduled meeting of the Board at least one week in the future for ratification. Upon adoption by the Board, the negotiated Contract shall replace and supersede any and all previously negotiated contracts between the Association and the Board and any Board policies with which it may be in conflict.
- 2.0205 The scope of negotiations and management rights shall be as defined in ORC 4117.08 (A & C).

**2.03**      **IMPASSE PROCEDURE**

2.0301      If an agreement is not reached within forty-five (45) calendar days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists.

2.0302      Selection of a Mediator  
When either team calls for the selection of a mediator, he/she may be selected by agreement between the parties. If no agreement on the mediator is reached within five (5) calendar days after the call for mediation, the party declaring impasse shall request the Federal Mediation and Conciliation Service to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service. The individual selected to be the mediator shall not reside within the Three Rivers Local School District.

2.0303      Meetings  
The mediator shall meet with both parties forthwith, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, publicly make findings of fact or recommend terms of settlement.

**2.04**      **NEGOTIATIONS REOPENER**

2.0401      If either party wishes to amend this negotiated Contract during its term, such party shall notify the other party in writing of the specific detailed change it wants.

A.      The party receiving this request shall notify the other party of its decision to negotiate or not within fifteen (15) calendar days of such receipt.

B.      If the other party agrees to reopen negotiations on the requested change(s), negotiations shall commence within fifteen (15) calendar days following the mutual agreement to reopen unless a later date is mutually agreeable.

C.      Negotiations shall follow the procedures outlined in this negotiated Contract.

2.0402      Only the terms of amount of annual base salary, supplemental salary and insurance benefits shall be negotiated at the request of either party when made on or after March 1 of each calendar year. The initial request shall be made in accordance with this Contract.

2.0403      Negotiations shall commence within fifteen (15) calendar days following the receiving party's receipt of the request to reopen unless a later date is mutually agreeable. The scope of bargaining on a successor contract shall be wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this agreement.

2.0404 In the event all of the impasse procedures set forth in this Contract have been fully completed and no agreement has been reached between the parties and the effective date of the Contract provisions at issue has expired, and/or the entire Contract has expired and the Association has given the statutory notice to strike required by ORC Chapter 4117, then, in that event only, the Association may exercise its statutory right to strike on those issues which are negotiable in accordance with the provisions of this Contract. The Board agrees that this provision of the Master Contract provides the Association the contractual right to strike on the issues that are negotiable under the reopener provisions of this Contract.

**ARTICLE III:  
GRIEVANCE PROCEDURES**

**3.01 DEFINITIONS**

- 3.0101 A "grievant" shall be an individual teacher, group of teachers, or, in situations concerning rights secured by the Association in the Negotiations Agreement, the Association.
- 3.0102 A "grievance" shall be defined as an alleged misinterpretation and/or misapplication of any of the provisions of the negotiated agreement.
- 3.0103 The term "day" in this procedure shall mean:
- A. A school day of the regular school year, excluding Saturdays, Sundays, and legal or school holidays; or,
  - B. Any day outside the regular school year, excluding Saturdays, Sundays, and legal holidays.

**3.02 GENERAL PROVISIONS**

- 3.0201 Time limits provided herein shall be adhered to strictly as maximums to insure rapid resolution of the grievances. Time limits may be extended only by mutual agreement of the parties in writing. It is the obligation of the grievant to pursue his/her remedy with diligence. A failure on the part of the grievant to comply with the time limits prescribed herein shall be deemed as an acceptance by the grievant of the answer, response or resolution made at the last step of the grievance procedure. A failure on the part of the principal, the Superintendent, or the Board, or by any party acting on their behalf for the purpose of adjusting grievances, to respond within the prescribed time limits shall be deemed to be denial of the grievance allowing the grievant to take the grievance to the next step of the grievance procedure.
- 3.0202 Both parties agree that grievances shall be handled confidentially to the extent that such effort to maintain confidentiality does not violate the laws of the State of Ohio pertaining to the keeping of public records. A grievant may be accompanied at any step by a representative of the Association and/or his/her legal counsel. Witnesses, affidavits, documentation or other evidence may be presented at Step Three and any succeeding steps.

**3.03 ASSOCIATION RIGHTS AND NON-RETALIATION**

- 3.0301 Matters dealing with alleged violations of Association rights shall be initiated at Step Three.

- 3.0302 No reprisals of any kind will be taken by or against any party of interest, any participant in the grievance procedure, or any member of the Association by reason of such participation. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### 3.04 GRIEVANCE PROCESS

The following procedure shall be followed in all attempts to resolve a grievance. Each successive step shall be followed only if the grievant is dissatisfied with the disposition at the previous step. A grievant may waive deadlines by indicating so in writing.

#### 3.0401 Step One - Informal

Within twenty (20) days after an event or occurrence of an alleged violation of this Agreement, the grievant and a representative(s) of the Association shall discuss the problem with the grievant's immediate supervisor or building principal, and said supervisor or building principal shall reply to the grievant with reference to the grievance within five (5) days. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step Three.

#### 3.0402 Step Two - Formal

Within five (5) days after the grievant receives an answer as provided in Step One, or if no response is received within five (5) days, the grievant shall have the option within fifteen (15) days to file a formal written grievance on a Grievance Form (Appendix A) with the building principal or supervisor. Within five (5) days after receipt of the written grievance, the principal shall meet with the Association. Within five (5) days after the meeting, a written statement of the action taken and the reasons therefore shall be sent to the Association and added to the Grievance Form.

#### 3.0403 Step Three - Superintendent

Within five (5) days of the receipt of the written response of the action as provided in Step Two, the grievant, at his/her option, shall continue the grievance to the Superintendent or his/her designee. Within five (5) days of receipt of the grievance, the superintendent or his/her designee shall meet with the grievant and the principal or supervisor involved. Within five (5) days of the meeting, the Superintendent or his/her designee shall take action on the grievance, reporting the action and reasons for it to the Association and the principal and adding his/her disposition to the Grievance Form.

#### 3.0404 Step Four - Board

- A. Within five (5) days of the receipt of the written response of the action as provided in Step Three, the grievant, at his/her option, may continue the grievance to the Board and be placed on the agenda of the next regular Board meeting, provided that meeting is to be held at least five (5) days thereafter of the filing.

- B. The Board shall render a decision on the grievance at its next regularly scheduled meeting following the Board grievance hearing. If the hearing is at a Board meeting, the Board's decision is due not later than the following Board Meeting.

3.0405 Step Five - Arbitration

- A. If the grievant(s) is/are dissatisfied with the decision of the Board, the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent.
- B. The arbitrator shall be chosen by the parties from a three (3) person panel to be used on a rotating basis. Selection and hearing shall be in accordance with the voluntary rules and regulations of the FMCS. The arbitrator shall hold a hearing promptly and issue the decision within thirty (30) days of the close of the hearing. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the grievant and the Association, provided, however, that the Board, by a three-fourths vote (minimum of 4 votes) of its entire membership, may reject the decision of the arbitrator and the decision of the arbitrator shall then be advisory upon the parties.
- C. The three (3) arbitrators are as follows:
  - 1. Michael Paolucci
  - 2. Charles Adamson
  - 3. Mitch Goldberg
- D. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall have the authority to determine arbitrability if such is at issue.
- E. The costs for arbitration shall be shared equally by the Board and the Association unless the Board rejects the decision of the arbitrator in which event the Board shall pay the entire costs of arbitration.

3.05 GENERAL POLICIES

- 3.0501 Any grievance may be withdrawn at any step without prejudice. Records of grievances shall be kept in the Central Office. Each grievance shall be recorded on a grievance form (see Appendix A). Grievance forms shall be printed by the Board. Forms will be available in the office of every school, and will be kept in an area accessible for all teachers without request to their administrator.
- 3.0502 No teacher may be represented by any teacher organization other than the Association in any grievance initiated pursuant to this Agreement. No teacher will be denied the right to Association representation and Association counsel at any time. Should any meeting or hearing required by the General Provisions be scheduled during the teaching day, the grievant(s) and his/her Association representative(s) shall be released without loss of pay or benefits.

3.0503 If both parties agree, selection of an arbitrator shall be from the three (3) person panel to be used on a rotating basis.

**ARTICLE IV:**  
**CREDENTIALLED STAFF ASSESSMENT PROCESS**

All teachers meeting the definition of teacher as set forth in Ohio Revised Code section 3319.111 shall be evaluated in accordance with the Board adopted policy and the Memorandum of Understanding executed by the parties.

The language contained in this Section shall be utilized for those teachers not covered under OTES and shall supersede and replace ORC §3319.111 for non-OTES teachers.

- 4.01** The goal of the credentialed staff assessment process is to facilitate effective and quality instruction. Credentialed staff assessment should be a continuous, constructive, and cooperative process wherein the individual being assessed and the person responsible for conducting the assessment share a joint responsibility to work together to achieve the best possible education program. The assessment process will consist of the following procedures and forms:
- Objective-Action Plan(s) (see attachment)
  - Formal Observation(s) and Informal Observation(s)
  - Credentialed Staff Performance Assessment Criteria (see attachment)
  - Formative Assessment (see attachment)
  - Summative Assessment (see attachment)
- 4.02** Credentialed staff assessment shall be defined according to the domains of the Credentialed Staff Performance Assessment Criteria.
- 4.03** The credentialed staff member and the district administrator shall meet at the beginning of the school year to establish an objective or objectives on which to focus. In this meeting, the credentialed staff member and the district administrator shall establish an action plan(s) to guide the staff member to achieve the objective(s). In this conference, the credentialed staff member and the district administrator shall complete an Objective-Action Plan form with at least one objective. Objective-Action Plan conferences shall be constructive, and the credentialed staff member and the district administrator shall cooperatively list specific steps that the credentialed staff member shall take to address the written objective(s).
- 4.04** For non-tenured credentialed staff members, the initial Objective-Action Plan conference shall be conducted by September 30. The initial Objective-Action Plan conference for tenured credentialed staff members shall be conducted by October 15.
- 4.05** The district administrator may initiate an Objective-Action Plan with a credentialed staff member anytime during the school year to address a problem and to specify the steps to rectify the problem. The Objective-Action Plan(s) shall be reflected in the credentialed staff member's formative and summative assessments.
- 4.06** District administrators may utilize different classroom observation forms or instruments. A blank copy of the instrument to be used within a building shall be shared with credentialed staff members at the beginning of the school year or at the Objective-Action Plan conference.
- 4.07** All credentialed staff members shall be informed at the beginning of the school year or at

the Objective-Action Plan conference of the procedures, guidelines, criteria, and forms to be used during that school year.

- 4.08** Formal Observations are visits by the district administrator to a credentialed staff member's classroom or work area to observe the staff member practicing his/her profession. Formal Observations shall be at least thirty (30) minutes in length. The first Formal Observation requires the district administrator to arrange with the staff member the day, time, and class for the observation. A Formal Observation may include a pre-conference between the staff member and administrator to discuss the lesson for the observation. A Formal Observation requires a post-conference to discuss the observation of the lesson. The post-conference shall occur within five (5) school days of the formal observation. A Formative Assessment form shall be completed by the administrator prior to the post-conference. The Formative Assessment shall be the focus of the post-conference and shall assess the observation in reference to the domains of effective teaching identified in the Credentialed Staff Performance Assessments. The Follow-up Conference Report shall be signed by both the staff member and the district administrator. Formal Observations for non-tenured credentialed staff members shall be concluded by March 1, unless there are extenuating circumstances or special problems arise.
- 4.09** Informal observations are unannounced visits to a staff member's classroom or work area. Informal observations are not restricted in time and do not require a pre or post conference. Informal observations may be conducted for all credentialed staff members, including teachers, counselors, librarians, and nurses.
- 4.10** Each classroom teacher new to the district shall have at least two (2) formal observations by March 1. At least one (1) formal observation shall be conducted each school year for all non-tenured classroom teachers. At least one (1) formal observation shall be conducted every three (3) school years for all tenured classroom teachers.
- 4.11** In rare circumstances, either the district administrator or the credentialed staff member may request an additional assessment by a different district administrator or assessor. Requests shall be made in writing to the Superintendent and shall include reasons why the additional assessor is requested. Granting or denial of such requests shall be at the discretion of the Superintendent.
- 4.12** The Summative Assessment Report shall represent a summation of the credentialed staff member's performance for the school year, and shall be completed by the district administrator. The district administrator and the credentialed staff member shall meet to discuss this document, and the staff member shall sign the document only to acknowledge his/her receipt of the document. This shall be accomplished on or before May 31 of each school year.
- 4.13** The credentialed staff member shall have the opportunity to respond in writing to any written statement about him/her in this process. This written response shall be included in his/her file.
- 4.14** This process may be modified for counselors, librarians, and nurses.
- 4.15** Contract recommendations will include but not be limited to Article IV.
- 4.16** This Article supersedes ORC Section 3319.111 except that ORC Section 3319.111(A)(1), (2) & (3) shall not be superseded.

**THREE RIVERS LOCAL SCHOOL DISTRICT  
CREDENTIALLED STAFF PERFORMANCE ASSESSMENT CRITERIA**

<b>Domain A - Organizing Content Knowledge for Student Learning</b>	<b>Domain B - Creating an Environment for Student Learning</b>
<p>A1: Becoming familiar with relevant aspects of students' background knowledge and experiences</p> <p>A2: Articulating clear learning goals for the lesson that are appropriate for the students</p> <p>A3: Demonstrating an understanding of the connections between the content that was taught previously, the current content, and the content that remains to be taught in the future</p> <p>A4: Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson</p> <p>A5: Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson</p>	<p>B1: Creating a climate that promotes fairness</p> <p>B2: Establishing and maintaining rapport with students</p> <p>B3: Communicating challenging learning expectations to each student</p> <p>B4: Establishing and maintaining consistent standards of classroom behavior</p> <p>B5: Making the physical environment as safe and conducive to learning as possible</p>
<b>Domain C - Teaching for Student Learning</b>	<b>Domain D - Teacher Professionalism</b>
<p>C1: Making learning goals and instructional procedures clear to students</p> <p>C2: Making content comprehensible to students</p> <p>C3: Encouraging students to extend their thinking</p> <p>C4: Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and learning activities as the situation demands</p> <p>C5: Using instructional time effectively</p>	<p>D1: Reflecting on the extent to which the learning goals were met</p> <p>D2: Demonstrating a sense of efficacy</p> <p>D3: Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students</p> <p>D4: Communicating with parents or guardians about student learning</p>



**FOLLOW-UP CONFERENCE REPORT OF CLASSROOM VISIT**  
**FORMATIVE ASSESSMENT REPORT**

Teacher: _____ Grade: _____ Room: _____ Subject: _____		Date of Visit: _____ Time of Visit: _____ to _____
A. Organizing Content Knowledge for Student Learning	B. Creating an Environment for Student Learning	
C. Teaching for Student Learning	D. General Comments	

Signatures:

Teacher

Date

District Administrator

Date

*Signature of TEACHER does not signify agreement, but only that a copy was received.*

THREE RIVERS LOCAL SCHOOL DISTRICT  
SUMMATIVE ASSESSMENT REPORT

Teacher: _____		Grade/Subject: _____	
A. Organizing Content Knowledge for Student Learning		B. Creating an Environment for Student Learning	
C. Teaching for Student Learning		D. Teacher Professionalism	
E. General Comments		F. Action(s) Plan(s)	
		_____ Fully Achieved _____ Partially Achieved _____ Not Achieved	

Signatures:

Teacher

Date

District Administrator

Date

*Signature of TEACHER does not signify agreement, but only that a copy was received.*

THREE RIVERS LOCAL SCHOOL DISTRICT

OBJECTIVE-ACTION PLAN

Name of Teacher \_\_\_\_\_ School Year \_\_\_\_\_

Name of District Administrator \_\_\_\_\_ Building \_\_\_\_\_

Objective # \_\_\_\_\_ :

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Action Plan List below the specific steps to be taken in order to meet the objectives indicated above.  
All steps must be either measurable or observable.

Signatures:

\_\_\_\_\_  
Teacher Date District Administrator Date

Complete a separate action plan for additional objectives as needed.

**ARTICLE V:  
ASSOCIATION RIGHTS**

**5.01 USE OF INTER-SCHOOL MAIL SYSTEM**

The Association shall be allowed the use of the inter-school mail system, including mailboxes. General Association flyers and newsletters shall be distributed to the Superintendent and principals simultaneously with their distribution to Association members. All correspondence shall be identified as to its source.

**5.02 BULLETIN BOARDS**

The Association may post materials on bulletin boards in staff lounges, provided all items are identified as Association communications.

**5.03 USE OF SCHOOL BUILDINGS, EQUIPMENT AND FACILITIES**

5.0301 The Association shall be allowed the use of all school buildings, equipment, and facilities for Association business, provided that such use does not conflict with school business and is in accordance with customary school practices. Requests for meetings shall be in accordance with Board policy.

5.0302 The Association shall reimburse the Board annually on June 1st for consumable materials (such as paper, supplies, etc.) use and/or photocopying charges.

**5.04 BOARD AGENDAS & MINUTES**

The Association shall be provided upon request, free of charge, at the same time that they are distributed to Board members, all agendas and minutes.

**5.05 ASSOCIATION LEAVE**

The Association shall be provided a maximum of six (6) days of leave with pay (Association Leave) per school year to Association members elected or appointed to represent the Association. All applications for Association Leave must be made in writing by the Association President to the Superintendent at least one (1) week before the day requested.

**5.06 ACCESS**

Representatives or agents of the Association may transact official business on school property and may visit schools during lunch, before and after the school day, provided that this shall not interfere with or interrupt normal school operations.

**5.07**      **FINANCIAL DOCUMENTS**

The Association shall, upon request, be provided free of charge, copies of all public financial documents prepared by the School District.

**5.08**      **PUBLIC ADDRESS SYSTEM**

The Association shall have the right to have public address system announcements made of all Association meetings and other scheduled events at a time approved by the principal. The Association shall have the right to make announcements at building, grade-level, and all other meetings, if previous arrangements have been made with the principal

**5.09**      **LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee shall be established. The Superintendent shall appoint three (3) members of the Committee, and the President of the Association shall appoint three (3) members of the Committee; one (1) each from the high school middle school and an elementary school. The Labor Management committee shall meet at the call of the Superintendent or TREA President, but not more than four (4) times per school year to discuss items of mutual interest and to resolve problems which may arise. Minutes of each meeting shall be taken by a person appointed by the Administration or by the Association on an alternate meeting basis. These minutes shall be distributed to all committee members as soon as possible after the meeting.

**ARTICLE VI:**  
**TEACHER RIGHTS**

**6.01 PERSONNEL RECORDS**

- 6.0101 A personnel file of each teacher shall be maintained at the Board office. This file shall be considered confidential and the only file of information pertaining to each teacher maintained at the Board office. In addition, the principal of each building may maintain a confidential file for each teacher assigned to his/her building.
- 6.0102 Material that may be maintained in the personnel or principal's file of each teacher shall include, but not be limited to:
- A. Application for employment, including references which shall be kept confidential.
  - B. Official transcript(s) of college credits showing the official records of the degree(s) granted.
  - C. Official certification records approved by the Ohio Department of Education.
  - D. Records of appraisal.
  - E. Records of employment including assigned duties, regular and supplemental, and years of service in the District and experience outside the District.
  - F. Copies of contract(s) of employment with the Board.
  - G. Records of sick leave.
  - H. Health records.
- 6.0103 Each teacher shall have access to his/her personnel file(s) upon request and upon twenty-four (24) hours advance written notice at the Board office and/or at his/her school office between 8:00 a.m. and 4:00 p.m. or by appointment, if not scheduled to take place during those hours, Monday through Friday, exclusive of holidays. An administrative employee shall be present during any inspection of the teacher's file(s). The teacher shall have the right to be accompanied by an Association representative during an inspection. Upon request, the teacher may receive a copy of any document in his/her file. The actual cost of making copies may be billed to the teacher.
- 6.0104 Except as may be required by law, at no time nor under any circumstances shall the confidential files of any teacher be opened to the public or to any other person not authorized by that teacher.
- 6.0105 A copy of all material placed in any of the teacher's files shall be given to the teacher at the time of placement in his/her file. The teacher shall have the right to place a written rebuttal to any material placed in his/her file.
- 6.0106 Anonymous letters shall not be placed in a teacher's file(s) nor will they be made a matter of public record.

**6.02 VACANCIES, PROMOTIONS, AND TRANSFERS**

- 6.0201 Requests for Transfer

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent by March 1st. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Superintendent. Since transfers are not vacancies, openings by transfers need not be posted.

6.0202 Notification of Vacancies

The Board declares its desire to continue its consideration of present teaching staff when filling vacancies, including vacancies in supervisory positions. A vacancy is a position in the bargaining unit that is vacant because of resignation, retirement, or increased need (usually enrollment). A transfer of personnel between positions is not a vacancy. A current list of vacancies including the buildings in which the vacancies exist shall be promptly posted to the staff through the District website throughout the year. Vacancies shall be posted at least five (5) days before being filled.

The five (5) day notice period may be omitted between July 15 and September 15. This procedure will be used only when necessary to avoid scheduling a special Board of Education meeting solely to employ personnel after the normal five (5) day posting period. Requests for transfer made pursuant to Section 6.0201 herein shall be considered by the Superintendent in filling the vacancy. The only vacancies in supplemental positions to be posted pursuant to Section 6.0202 above shall be vacancies due to resignation, retirement, nonrenewal, or termination notwithstanding the provisions of 3319.11(1) of the Ohio Revised Code; however, the provisions of 6.0202 do not apply to supplemental contracts if the Board intends to fill the supplemental position with the incumbent.

6.0203 Voluntary Transfer

Should a vacancy exist in a position for which a teacher has filed a transfer request according to the above provisions, for which the teacher is certificated, and for which the teacher has been interviewed, the teacher will be notified as soon as possible by the Superintendent of his/her decision concerning the request.

6.0204 Involuntary Transfer

The term "involuntary transfer" shall mean an administrator-initiated transfer of a teacher. The following procedure will be used for involuntary transfers:

- A. The Superintendent or designee shall identify and discuss the reasons for each involuntary transfer with each teacher involved at least fourteen (14) days prior to the effective date of the transfer except if such a transfer is made necessary by reason of increased or decreased enrollment during the first week of the school year.
- B. The teacher involved may request and shall receive, if requested, a meeting with the Superintendent. The teacher may have an Association representative at this meeting.

**6.03 COMPLAINTS ABOUT TEACHERS**

- 6.0301 Any person who wishes to register a complaint about a teacher to a Board member or an administrator shall be requested to first contact the building principal and/or Superintendent. The principal/Superintendent shall urge the complainant to discuss his/her complaint with the teacher involved. However, the principal/Superintendent may, if he/she deems it advisable, first discuss and attempt to resolve the situation with the complainant.
- 6.0302 Likewise, teachers and/or the Association shall follow the chain of command in voicing complaints concerning the administration to the Board of Education. Such complaints shall first be indicated to the immediate supervisor and thence up the supervisory chain prior to complaining to a Board member. This provision shall not be interpreted as prohibiting a teacher and/or the Association from communicating with a Board member, but it shall require proper prior communications.
- 6.0303 No teacher may be reprimanded, penalized, appraised adversely, or otherwise administratively directed as a result of any such complaint unless the complaint has been discussed with the teacher by the principal/Superintendent. Association representation shall be permitted at each meeting with the principal/Superintendent.

**6.04 CONTINUING CONTRACTS**

Eligibility for tenure shall have a cut-off date of April 1 annually. That is, a copy of the application for professional or permanent certificates or professional licenses shall be on file at the district office by April 1 to be considered for tenure that year. Otherwise, the teacher shall wait until the following year to be considered for tenure.

- 6.05 Certificates or licenses held by current teachers and on the date of employment for all new hires must be maintained throughout employment except as authorized by the Superintendent. In the event of reassignment or reduction in force (3319.17, R.C.), if the teacher has not been employed in the field of his/her certification or licensure within the past five (5) years, he/she shall be ineligible for reassignment or bumping rights and his/her contract shall be suspended. This subsection supersedes the provisions of Section 3319.17, R.C.

**ARTICLE VII:**  
**WORKING CONDITIONS**

**7.01**      **WORK YEAR**

- 7.0101      The teacher work year shall be one hundred eighty-four (184) days in length.
- 7.0102      Should the Board determine to increase the number of workdays in a work year, the Board shall increase the salary schedule then in effect on a basis which shall reflect the percentage of additional days added by an amount equal to the per diem rate of each bargaining unit member.
- 7.0103      Any increase in the number of workdays in a work year shall be in consecutive days at the beginning or end of the school year, provided, however, that one (1) day each may be scheduled at Christmas and spring break.
- 7.0104      Bargaining unit members are not required to report for work on days closed for reasons described in ORC 3317.01(B) and they shall not suffer loss of pay for those days. However, in the event makeup days are scheduled, no extra compensation will be paid for work on those days.
- 7.0105      For the first contracted day of the work year for teachers, the Board shall ensure a half day of release for classroom work or permit the half day to be used at the discretion of the teacher, as opposed to instituting training sessions, meetings or mandated time. On the last contracted day of the work year, the Board shall release the staff after the check-out process in their respective buildings or by 10 a.m.

**7.02**      **WORKDAY**

The workday for all teachers shall not exceed seven (7) hours and thirty (30) minutes, exclusive of faculty meetings and voluntary duties or those necessitated by supplemental contracts. The starting and ending times shall be established by the Superintendent.

**7.03**      **DUTY-FREE LUNCH**

Each teacher employed by the Board for more than one-half ( $\frac{1}{2}$ ) of a workday shall be granted at least thirty (30) consecutive duty-free minutes for lunch each workday, during which time he/she shall not be required to perform any duty or activity.

**7.04**      **PLANNING PERIODS**

- 7.0401      The schedule for each full-time equivalent classroom teacher, who is assigned to an elementary school with a teacher day of six (6) hours or longer exclusive of the lunch period, shall include two hundred (200) minutes per week for instructional planning and evaluation and conferences. Should the teacher present a no-cost alternate plan that overcomes a scheduling problem, the alternate plan will be considered. The final decision for scheduling in a building rests with the Superintendent and/or principal. This provision is not subject to the Grievance Procedure.
- 7.0402      Each full time teacher who works at the middle school and/or senior high school (grades 6-12) shall be provided at least five (5) planning periods per week. Each planning period shall be

equal in length to one (1) regularly scheduled class period.

7.0403 Each planning period shall be exclusive of the teacher's duty-free lunch period.

## **7.05 TRAVELING TEACHERS**

7.0501 The term "traveling teacher" shall be defined as a teacher who has assigned duties in more than one (1) school building in the District on any workday, exclusive of supplementals.

7.0502 The traveling time required of any traveling teacher shall not cause his/her workday to exceed that of the workday as defined in this Contract, and it shall not cause his/her duty-free lunch to be fewer than thirty (30) minutes in length. A planning period shall be included in each traveling teacher's workday, in accordance with the Planning Periods provision of this Contract.

7.0503 Any teacher who is required to use his/her personal automobile for District business, as part of fulfilling his/her regular teaching assignment, or at the direction of the Superintendent or his/her designee, shall be reimbursed at the current IRS rate per mile. Reimbursement payments will be made on the second pay following the end of each fiscal quarter (i.e., last pay day in December, March, June and September).

## **7.06 CLASS SIZE**

Students who are legally blind or deaf, severely behaviorally handicapped or permanently confined to a wheelchair and requiring significantly more physical and/or medical assistance than typical non-handicapped students will be given greater weight when determining the number of students assigned to any given classroom.

## **7.07 CONFERENCE DAYS**

There will be two (2) days or their equivalent for parent-teacher conferences each school year. Conferences may be scheduled mornings, afternoons or evenings but will not be scheduled for more than a total of fifteen (15) hours annually. Conferences may be scheduled after one regular school day and, on such day only, the maximum workday may exceed the workday specified in Section 7.02.

## **7.08 SMOKING**

The District provides smoke-free facilities, grounds and vehicles. Employees shall not be permitted to smoke in or on school grounds, school buildings or school vehicles while on work time. An employee who violates this policy shall be subject to discipline which shall include possible dismissal. An employee smoking on school grounds after work time in violation of the Board's policy will result in the same consequences as any non-employee who violates the Board policy on the prohibition of smoking.

## **7.09 SCHOOL CALENDAR**

7.0901 Association shall be furnished the proposed school calendar by the Superintendent or his/her designee by December 15<sup>th</sup> in advance of the submission by the Superintendent or his/her designee of his/her school calendar recommendation to the Board.

7.0902 The Superintendent or his/her designee will consider any proposed calendar if presented to the Association to him/her within five (5) work days before he/she makes his/her recommendation on the school calendar to the Board. In addition, the Superintendent or his/her designee will provide the Association President or his/her designee a copy of his/her

school calendar recommendation prior to submitting it to the Board.

7.0903 In the event a school calendar is changed and/or amended, the Association President or his/her designee will be consulted by the Superintendent or his/her designee for the Association's input on changes and/or amendments no fewer than five (5) calendar days prior to its submission to the Board.

7.0904 The calendar and/or any amendments thereto shall be determined by the Board.

## 7.10 STUDENT TEACHERS/MENTORS

7.101 No teacher of the bargaining unit shall be assigned a student teacher or mentee without his/her prior consent.

A. Student teacher supervision/mentoring is not considered a regular duty as covered by the teaching contract of any teacher, and shall be a voluntarily-accepted assignment.

B. No teacher shall be evaluated negatively because of his/her refusal to accept a student teacher/mentee.

C. Mentors do not evaluate.

7.102 Upon his/her request, the teacher considering the acceptance of student teacher supervision shall be given the opportunity to review the contract between the Board and the student teacher's college or university. A copy of that contract will be provided at the teacher's request, at his/her cost. Mentors do not evaluate.

7.103 All resident-educator teachers in the District will participate in all activities as designed by the state or District in order to successfully complete the resident educator program.

## 7.11 REDUCTIONS IN FORCE

If it becomes necessary to reduce the number of staff positions of members of the bargaining unit for the reasons set forth in R.C. §3319.17 of the Ohio Revised Code, upon recommendation of the Superintendent, the Board shall first suspend the contracts of members within each teaching field affected, giving preference to those on continuing contract. In implementing the reduction, the Board shall identify the staff person(s) currently assigned to a position or assignment to be reduced.

Seniority shall not be the basis for making a decision regarding a reduction in force except between teachers who have comparable evaluations. A teacher's evaluation rating for the purposes of reduction in force shall be based on a rolling three year average and shall not include student growth measures. The order of reductions shall be:

1<sup>st</sup>: Limited contract teachers with ineffective rating

2<sup>nd</sup>: Limited contract teachers with developing, skilled, or accomplished rating by seniority

3<sup>rd</sup>: Continuing contract teachers with ineffective rating

4<sup>th</sup>: Continuing contract teachers with developing, skilled, or accomplished rating by seniority

**ARTICLE VIII:**  
**LEAVES**

**8.01 ASSAULT LEAVE**

Any teacher who is unable to perform his/her duties due to an employment related assault upon the teacher shall receive assault leave up to a maximum of ten (10) days. Upon request from the Superintendent, the teacher shall provide the Superintendent with a statement from said teacher's physician indicating that said teacher is unable to perform the duties due to the injury.

**8.02 PERSONAL LEAVE**

8.0201 Each employee of the Three Rivers School District will have available two (2) personal days each school year starting July 1 and ending June 30. Both days may be taken without stated reasons.

8.0202 Personal leave days are to be used for urgent personal business that cannot be handled at any other time except during working hours. All personal day requests must be made twenty-four (24) hours in advance. A personal day may not be used to extend a vacation or holiday weekend. No more than three (3) teachers K-3, three (3) teachers per 4-6, three (3) teachers per 7-8 and four (4) teachers per 9-12 may use a personal leave day on any given day.

8.0203 Such absence is not to be charged against sick leave. Personal leave days are not cumulative. Personal leave may not be used when sick leave is applicable.

8.0204 Unused personal days shall rollover to sick leave up to the sick leave maximum.

8.0205 Abuse of the use of personal leave may subject the teacher to discipline up to and including termination pursuant to Section 3319.16 of the Ohio Revised Code.

**8.03 SICK LEAVE**

8.0301 Accumulation

A. Pursuant to the Ohio Revised Code, each teacher who is employed shall be granted sick leave at the rate of one and one-fourth (1¼) days per calendar month of completed service; annual accumulation shall be limited to fifteen (15) days per school year; maximum accumulation shall be two hundred eighty-one (281) days.

B. A teacher may be advanced additional days beyond the number accumulated upon request of the teacher and at the sole discretion of the Superintendent.

8.0302 Use

Teachers may use sick leave for any of the following reasons:

A. Personal illness, injury;

B. Illness due to pregnancy;

C. Exposure to contagious disease which could be communicated to others;

- D. Illness, injury, or death in the immediate family. "Immediate family" shall mean: spouse, father, mother, sister, brother, child, or person in loco parentis to the employee.
- E. Accumulated sick leave days, up to a maximum of five (5) days, may be used for illness, injury, or death in the "expanded family" which shall include: aunt, uncle, nephew, niece, grandchild, grandparents, in-laws, or other person living in the same household.
- F. The Superintendent, at his sole discretion, may approve sick leave for illness, injury, or death of persons other than those specified in paragraphs (D) and (E) above.

#### 8.0303 Records

- A. Sick leave days as accumulated and used by each teacher shall be reflected on the employee's payday direct deposit notice.
- B. Unless physically unable to do so, a teacher absent more than five (5) consecutive days shall complete and return a sick leave justification form to the Board Treasurer's office prior to receipt of his/her biweekly paycheck.
- C. A doctor's statement may be required for sick leave after an absence of more than five (5) days in succession. In the event the Board requires a doctor's statement and the bargaining unit member has not consulted a physician during his/her illness or sick leave, the Board shall compensate the unit member's physician for his/her customary charge for furnishing said statement.
- D. Abuse of the use of sick leave may subject the unit member to termination pursuant to Section 3319.16 of the Ohio Revised Code.

8.0304 Teachers who have exhausted personal sick leave may apply via the Sick Leave Bank (Appendix E) for additional sick days.

#### 8.04 COURT APPEARANCE AND JURY DUTY

Each member who reports for, and/or who serves on, a jury(ies) on a member workday shall receive his/her full salary while serving on a jury duty and shall retain jury duty fees paid to him/her for serving on a jury. Any member who is subpoenaed to an administrative hearing and/or court involving a member arising out of the performance of his/her contractual duties when the Association or the member is not a party to the proceeding shall receive no loss in salary while responding to said subpoena and, additionally, shall retain as his/her own any witness fees paid to him/her for responding to said subpoena. Such court appearances shall be considered professional leave.

#### 8.05 PARENTAL LEAVE

A teacher shall be granted a leave of absence without pay for the purpose(s) of childbearing and/or child rearing, subject to the following conditions:

- 8.0501 He/she shall submit a written request to the Superintendent for parental leave no less than thirty (30) calendar days prior to the date of which that teacher desires his/her leave to commence. This notice shall be waived in the event of unexpected and/or premature birth. In the case of adoption, the teacher shall notify the Superintendent that placement of a child(ren) is likely to occur during the current semester, or within thirty (30) days, whichever is earlier, if the teacher has knowledge of such placement. If the teacher has no prior knowledge of the placement, notice shall be given as soon as possible. Such leave shall commence on the date requested by the teacher, or in the case of adoption, when he/she receives custody of the

child(ren).

- 8.0502 The length of the parental leave combined with FMLA leave shall not exceed one (1) calendar year unless the return coincides with the beginning of a semester. The return date shall be at the start of a semester, except as approved by the Superintendent. The twelve (12) weeks of FMLA shall include sick leave and parental leave.
- 8.0503 Teachers who are on a Board approved leave of absence and upon return to teaching who are not placed in the position they held when they started their leave of absence will have the rights of a teacher in an involuntary transfer. However, the Association recognizes the right of the administration to assign teachers in accordance with Ohio Revised Code 3319.01. The teacher shall notify the Superintendent at the time of requesting leave, pursuant to Section 8.0501 above, of his/her date of return.
- 8.0504 Members on parental leave will be allowed to purchase health insurances at the group rates.
- 8.0505 The teacher returning from parental leave shall suffer no loss of seniority.

**8.06 MEDICAL LEAVE**

- 8.0601 Upon the written request of a teacher, the Board shall grant leave for a period of not more than two (2) consecutive school years where illness or other disability is the reason for that teacher's request. Upon subsequent request, such leave may be renewed by the Board.
- 8.0602 Upon the return to service of a teacher at the expiration of his/her leave of absence, he/she shall resume the contract status which he/she held prior to such leave. The teacher returning from medical leave shall suffer no loss of seniority.

8.0603 Members on medical leave will be allowed to purchase health insurance at the group rates.

8.07

**UNPAID LEAVES**

Unpaid leave must be approved by the Superintendent at least forty-eight (48) hours in advance. A recommendation concerning the unpaid leave is required from the supervisor. Requests for unpaid leave shall be on the specified form. Absence from work without authorization is cause for disciplinary action including possible dismissal since all leaves including unpaid leave must be approved in advance. Benefits will not be affected by any unpaid leave.

**ARTICLE IX:  
SALARY AND FRINGE BENEFITS**

**9.01 HORIZONTAL PLACEMENT/ADVANCEMENT ON SALARY SCHEDULE**

- 9.0101 Salary increases for additional semester and/or quarter hours shall be limited to the start of the school year.
- A. The official transcript indicating the completion of the courses must be filed by September 15. If the hours or degree have been earned by September 15 and the transcript has been ordered but not received, official alternate evidence (letter from university, copy of actual degree or other suitable document) may temporarily substitute for the transcript for up to sixty (60) days.
  - B. Any hours to be counted for credit on the salary schedule beyond the Master's degree must be graduate hours. Undergraduate hours may be accepted only with prior approval of the Superintendent.
  - C. Masters+15 and Masters+30 categories on salary schedule shall be interpreted to mean 15 semester hours or the equivalent in quarter hours or 30 semester hours or the equivalent in quarter hours, respectively, of graduate credit earned since the date of the award of the Masters Degree.
  - D. The annual salary notice described in ORC 3319.12 shall not be issued. However, the District shall issue its SALBEN notice to members of the bargaining unit no later than September 15 of each school year.
- 9.0102 Upon receipt of the official transcript(s), the member will be placed in the appropriate column of the salary schedule and receive a lump sum payment for the amount accrued prior to the filing of the transcript(s) retroactive to the beginning of the semester only.
- 9.0103 All credit to be accepted for horizontal placement/advancement on the salary schedule must meet the following criteria:
- A. Credit must be from an accredited university or college. The credits must be from an institution that would be recognized as acceptable by the State Department for Teacher Certification; and.
  - B. Course work must be in the area of professional education as defined in the regulations for teacher certification in Ohio; or.
  - C. Course work is in the area of certification for which the person is presently certified; or.
  - D. Course work is in an area of certification for which the member is pursuing a planned program toward additional certification (the planned program must be verified by the college or university advisor); or.

- E. Course work has been approved in advance by the Local Professional Development Committee as being pertinent to the member's improvement as a teacher in the District.

9.0104 All references to certificates throughout this Contract shall also include licenses.

9.0105 VERTICAL PLACEMENT ON SALARY SCHEDULE

- A. The Superintendent may grant a newly employed teacher with 0 years experience a signing bonus in any amount up to the difference between the BA-0 salary and the BA-1 year experience salary.

B. The Superintendent may place a rehired former employee at any level on the salary schedule as agreed to by the Superintendent and employee.

9.0106 Local Professional Development Committee pay per hour shall be increased each August 1<sup>st</sup> by the same percentage that the BA – 0 teacher salary amount is increased over the preceding year.

**9.02 HALF-TIME TEACHERS**

Teachers who work half-time or less may participate in fringe benefits at their expense. Teachers working more than half-time may participate in fringe benefits by paying a portion of the expense based upon the percentage of time not worked.

**9.03 BASE SALARY**

There shall be a one percent increase (1.0%) on base salary for the 2014/2015, 2015/2016, and 2016/2017 school years. Advancement on the salary schedule shall occur at the beginning of each school year. For the 2014-2015 school year, bargaining unit members will be placed on a step no greater than the step at which they would have been placed for the 2011-2012 school year but for the step freeze instituted for the 2011-2014 school years.

Although all members will move forward steps during the length of this contract, not all steps constitute an index increase. Any member who moves a step but does not receive an index increase will receive a lump sum payment for each year they fail to receive an index increase in the following amounts:

2014-2015 \$750

2015-2016 \$1000

2016-2017 \$1250

**2014-2015**

	1		2		3		4		5	
	INDEX	BA	INDEX	BA150	INDEX	MA	INDEX	MA15	INDEX	MA30
0	1.00000	34,552	1.06400	36,763	1.13600	39,251	1.17100	40,460	1.20600	41,670
1	1.08200	37,385	1.11600	38,560	1.19000	41,117	1.22500	42,326	1.26000	43,536
2	1.13200	39,113	1.16800	40,357	1.24400	42,983	1.27900	44,192	1.31400	45,401
3	1.18200	40,840	1.22000	42,153	1.29800	44,848	1.33300	46,058	1.36800	47,267
4	1.28200	44,296	1.32400	45,747	1.40600	48,580	1.44100	49,789	1.47600	50,999
5	1.33200	46,023	1.37600	47,544	1.46000	50,446	1.49500	51,655	1.53000	52,865
6	1.38200	47,751	1.42800	49,340	1.51400	52,312	1.54900	53,521	1.58400	54,730
7	1.43200	49,478	1.48000	51,137	1.56800	54,178	1.60300	55,387	1.63800	56,596
8	1.53200	52,934	1.58400	54,730	1.67600	57,909	1.71100	59,118	1.74600	60,328
9	1.58200	54,661	1.63600	56,527	1.73000	59,775	1.76500	60,984	1.80000	62,194
10	1.63200	56,389	1.68800	58,324	1.78400	61,641	1.81900	62,850	1.85400	64,059
11	1.68200	58,116	1.74000	60,120	1.83800	63,507	1.87300	64,716	1.90800	65,925
12	1.73200	59,844	1.79200	61,917	1.89200	65,372	1.92700	66,582	1.96200	67,791
13	1.78200	61,572	1.84400	63,714	1.94600	67,238	1.98100	68,448	2.01600	69,657
14	1.78200	61,572	1.84400	63,714	1.94600	67,238	1.98100	68,448	2.01600	69,657
15	1.80700	62,435	1.87000	64,612	1.97300	68,171	2.00800	69,380	2.04300	70,590
16	1.80700	62,435	1.87000	64,612	1.97300	68,171	2.00800	69,380	2.04300	70,590
17	1.83200	63,299	1.89600	65,511	2.00000	69,104	2.03500	70,313	2.07000	71,523
18	1.83200	63,299	1.89600	65,511	2.00000	69,104	2.03500	70,313	2.07000	71,523
19	1.90700	65,891	1.97400	68,206	2.08100	71,903	2.11600	73,112	2.15100	74,321
20	1.90700	65,891	1.97400	68,206	2.08100	71,903	2.11600	73,112	2.15100	74,321
21	1.98200	68,482	2.05200	70,901	2.16200	74,701	2.19700	75,911	2.23200	77,120
22	1.98200	68,482	2.05200	70,901	2.16200	74,701	2.19700	75,911	2.23200	77,120
23	1.98200	68,482	2.05200	70,901	2.16200	74,701	2.19700	75,911	2.23200	77,120
24	1.98200	68,482	2.05200	70,901	2.16200	74,701	2.19700	75,911	2.23200	77,120
25	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852
26	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852
27	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852
28	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852
29	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852
30	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852
31	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852
32	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852
33	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852
34	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852
35	2.08200	71,937	2.15600	74,494	2.27000	78,433	2.30500	79,642	2.34000	80,852

THREE RIVERS EDUCATION ASSOCIATION AND THREE RIVERS BOARD OF EDUCATION  
 MASTER CONTRACT - EFFECTIVE AUGUST 1, 2014 THROUGH JULY 31, 2017

2015-2016

	1		2		3		4		5	
	INDEX	BA	INDEX	BA150	INDEX	MA	INDEX	MA15	INDEX	MA30
0	1.00000	34,898	1.06400	37,131	1.13600	39,644	1.17100	40,866	1.20600	42,087
1	1.08200	37,760	1.11600	38,946	1.19000	41,529	1.22500	42,750	1.26000	43,971
2	1.13200	39,505	1.16800	40,761	1.24400	43,413	1.27900	44,635	1.31400	45,856
3	1.18200	41,249	1.22000	42,576	1.29800	45,298	1.33300	46,519	1.36800	47,740
4	1.28200	44,739	1.32400	46,205	1.40600	49,067	1.44100	50,288	1.47600	51,509
5	1.33200	46,484	1.37600	48,020	1.46000	50,951	1.49500	52,173	1.53000	53,394
6	1.38200	48,229	1.42800	49,834	1.51400	52,836	1.54900	54,057	1.58400	55,278
7	1.43200	49,974	1.48000	51,649	1.56800	54,720	1.60300	55,941	1.63800	57,163
8	1.53200	53,464	1.58400	55,278	1.67600	58,489	1.71100	59,710	1.74600	60,932
9	1.58200	55,209	1.63600	57,093	1.73000	60,374	1.76500	61,595	1.80000	62,816
10	1.63200	56,954	1.68800	58,908	1.78400	62,258	1.81900	63,479	1.85400	64,701
11	1.68200	58,698	1.74000	60,723	1.83800	64,143	1.87300	65,364	1.90800	66,585
12	1.73200	60,443	1.79200	62,537	1.89200	66,027	1.92700	67,248	1.96200	68,470
13	1.78200	62,188	1.84400	64,352	1.94600	67,912	1.98100	69,133	2.01600	70,354
14	1.78200	62,188	1.84400	64,352	1.94600	67,912	1.98100	69,133	2.01600	70,354
15	1.80700	63,061	1.87000	65,259	1.97300	68,854	2.00800	70,075	2.04300	71,297
16	1.80700	63,061	1.87000	65,259	1.97300	68,854	2.00800	70,075	2.04300	71,297
17	1.83200	63,933	1.89600	66,167	2.00000	69,796	2.03500	71,017	2.07000	72,239
18	1.83200	63,933	1.89600	66,167	2.00000	69,796	2.03500	71,017	2.07000	72,239
19	1.90700	66,550	1.97400	68,889	2.08100	72,623	2.11600	73,844	2.15100	75,066
20	1.90700	66,550	1.97400	68,889	2.08100	72,623	2.11600	73,844	2.15100	75,066
21	1.98200	69,168	2.05200	71,611	2.16200	75,449	2.19700	76,671	2.23200	77,892
22	1.98200	69,168	2.05200	71,611	2.16200	75,449	2.19700	76,671	2.23200	77,892
23	1.98200	69,168	2.05200	71,611	2.16200	75,449	2.19700	76,671	2.23200	77,892
24	1.98200	69,168	2.05200	71,611	2.16200	75,449	2.19700	76,671	2.23200	77,892
25	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661
26	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661
27	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661
28	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661
29	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661
30	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661
31	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661
32	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661
33	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661
34	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661
35	2.08200	72,658	2.15600	75,240	2.27000	79,218	2.30500	80,440	2.34000	81,661

THREE RIVERS EDUCATION ASSOCIATION AND THREE RIVERS BOARD OF EDUCATION  
 MASTER CONTRACT - EFFECTIVE AUGUST 1, 2014 THROUGH JULY 31, 2017

2016-2017

	1		2		3		4		5	
	INDEX	BA	INDEX	BA150	INDEX	MA	INDEX	MA15	INDEX	MA30
0	1.00000	35,247	1.06400	37,503	1.13600	40,041	1.17100	41,274	1.20600	42,508
1	1.08200	38,137	1.11600	39,336	1.19000	41,944	1.22500	43,178	1.26000	44,411
2	1.13200	39,900	1.16800	41,168	1.24400	43,847	1.27900	45,081	1.31400	46,315
3	1.18200	41,662	1.22000	43,001	1.29800	45,751	1.33300	46,984	1.36800	48,218
4	1.28200	45,187	1.32400	46,667	1.40600	49,557	1.44100	50,791	1.47600	52,025
5	1.33200	46,949	1.37600	48,500	1.46000	51,461	1.49500	52,694	1.53000	53,928
6	1.38200	48,711	1.42800	50,333	1.51400	53,364	1.54900	54,598	1.58400	55,831
7	1.43200	50,474	1.48000	52,166	1.56800	55,267	1.60300	56,501	1.63800	57,735
8	1.53200	53,998	1.58400	55,831	1.67600	59,074	1.71100	60,308	1.74600	61,541
9	1.58200	55,761	1.63600	57,664	1.73000	60,977	1.76500	62,211	1.80000	63,445
10	1.63200	57,523	1.68800	59,497	1.78400	62,881	1.81900	64,114	1.85400	65,348
11	1.68200	59,285	1.74000	61,330	1.83800	64,784	1.87300	66,018	1.90800	67,251
12	1.73200	61,048	1.79200	63,163	1.89200	66,687	1.92700	67,921	1.96200	69,155
13	1.78200	62,810	1.84400	64,995	1.94600	68,591	1.98100	69,824	2.01600	71,058
14	1.78200	62,810	1.84400	64,995	1.94600	68,591	1.98100	69,824	2.01600	71,058
15	1.80700	63,691	1.87000	65,912	1.97300	69,542	2.00800	70,776	2.04300	72,010
16	1.80700	63,691	1.87000	65,912	1.97300	69,542	2.00800	70,776	2.04300	72,010
17	1.83200	64,573	1.89600	66,828	2.00000	70,494	2.03500	71,728	2.07000	72,961
18	1.83200	64,573	1.89600	66,828	2.00000	70,494	2.03500	71,728	2.07000	72,961
19	1.90700	67,216	1.97400	69,578	2.08100	73,349	2.11600	74,583	2.15100	75,816
20	1.90700	67,216	1.97400	69,578	2.08100	73,349	2.11600	74,583	2.15100	75,816
21	1.98200	69,860	2.05200	72,327	2.16200	76,204	2.19700	77,438	2.23200	78,671
22	1.98200	69,860	2.05200	72,327	2.16200	76,204	2.19700	77,438	2.23200	78,671
23	1.98200	69,860	2.05200	72,327	2.16200	76,204	2.19700	77,438	2.23200	78,671
24	1.98200	69,860	2.05200	72,327	2.16200	76,204	2.19700	77,438	2.23200	78,671
25	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478
26	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478
27	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478
28	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478
29	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478
30	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478
31	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478
32	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478
33	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478
34	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478
35	2.08200	73,384	2.15600	75,993	2.27000	80,011	2.30500	81,244	2.34000	82,478

**9.04**      **SUPPLEMENTAL CONTRACTS**

9.0401      All members assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract, in keeping with the Ohio Revised Code.

- A.    Such supplemental contract shall include the following information:
  - (1)    Name of said member.
  - (2)    Name of the Three Rivers Local School District and Three Rivers Board of Education for which responsibilities shall be performed.
  - (3)    Total compensation for the supplemental contract.
  - (4)    Provisions for the signature of the Board President, the Board Treasurer, the teacher, and date of signing by the teacher.
- B.    Separate contracts will be provided for each additional duty.
- C.    The contract must be signed and returned by the member within ten (10) days after receipt, otherwise the offer of the contract shall be withdrawn by the Board.
- D.    Compensation shall be paid in two (2) equal payments: For positions in 9.0501 – Half pay midway through the duty, and half pay at the conclusion of the duty upon approval of the Athletic Director and/or supervisor.

For positions in 9.0502 – Half payment on the first pay in December and half payment on the second pay in June.

Supplemental positions that cover both semesters or extend for more than one (1) season may select to have supplemental pay distributed equally throughout the school year along with and added to the regular payroll salary.

- E.    Longevity steps set forth in this Contract shall be applicable to department chairs. However, any department chair who has more than six (6) years of experience as of the effective date of this Contract shall only receive one percent (1%) additional compensation pursuant to the supplemental salary schedule. Thereafter, an employee shall advance in accordance with the longevity steps as set forth in this section.

9.0402      **Percentage Levels - Supplemental Salaries**

- A.    Annual supplemental salaries shall be determined by multiplying the percentage (%) set forth in 9.0501 and 9.0502 by the BA-0 Step in 9.03.
- B.    Longevity increments are to be applied at an additional one-half percent (.5%) per year of experience, not to exceed a total of three percent (3%).
- C.    Longevity for supplemental contracts shall mean continuous service in the same supplemental contract position within this school district.

- D. Assistant coach/advisor and head coach/advisor in the same sport or activity shall be considered the same contract positions for longevity purposes.

9.0403 Miscellaneous

- A. Any position may be split as agreed.
- B. Supplemental contracts are generally for pay outside the school day.
- C. In accordance with past practice, not filling any supplemental position is an administrative prerogative.
  - A. The number of coaches/sponsors will be determined by the administration based on the number of participants/events.
  - B. Whenever the pay for a supplemental position is reduced, by mutual agreement of the Board and the Association, current position holders shall be grandfathered at the former rate so long as they continuously hold the position.

9.05 SUPPLEMENTAL SALARY SCHEDULES

9.0501 Supplemental Salaries - Athletic

<u>%</u>	<u>Position</u>
24.0%	Athletic Director
10.0%	Head Baseball Coach
7.0%	Assistant Baseball Coach
20.0%	Head Basketball Coach THS Boys
10.0%	Assistant Basketball Coach THS Boys
7.0%	Basketball Coach Freshman THS Boys
20.0%	Head Basketball Coach THS Girls
10.0%	Assistant Basketball Coach THS Girls
7.0%	Basketball Coach TRMS
14.0%	Cheerleader Sponsor THS
7.0%	Cheerleader Assistant THS
3.5%	Cheerleader Sponsor TRMS (Football)
3.5%	Cheerleader Sponsor TRMS (Basketball)
10.0%	Cross Country Coach
7.0%	Assistant Cross Country THS
7.0%	Cross Country TRMS
10.0%	Guard Head Sponsor
5.0%	Guard Assistant Sponsor

9.0501 Supplemental Salaries - Athletic (cont'd.)

<u>%</u>	<u>Position</u>
10.0%	Faculty Manager
20.0%	Head Football Coach THS
10.0%	Football Assistant Coach THS
7.0%	Football Coach TRMS
7.0%	Football Coach TRMS
10.0%	Head Golf Coach THS
7.0%	Assistant Golf Coach THS
7.0%	Golf Coach TRMS
10.0%	Head Soccer Coach
7.0%	Soccer Assistant Coach
10.0%	Head Softball Coach
7.0%	Assistant Softball Coach
10.0%	Head Swim Coach THS
7.0%	Swim Assistant Coach THS
7.0%	Swim Coach TRMS
10.0%	Tennis Coach
10.0%	Head Track Coordinator
7.0%	Assistant Track Coach
7.0%	Track Coach TRMS
10.0%	Head Volleyball Coach THS
7.0%	Assistant Volleyball Coach THS
7.0%	Volleyball Coach TRMS
5.0%	Weight Coordinator
10.0%	Head Wrestling Coach THS
7.0%	Wrestling Assistant Coach
7.0%	Wrestling Coach TRMS

9.0502 Supplemental Salaries - Non-Athletic

<u>%</u>	<u>Position</u>
10.0%	Dept. Chair – Special Education
10.0%	Dept. Chair - Language Arts
10.0%	Dept. Chair - Mathematics
10.0%	Dept. Chair - Science
10.0%	Dept. Chair - Social Studies
10.0%	Dept. Chair – Special Curriculum Areas
8.0%	Theater Arts Director
5.0%	Middle School Theater Arts Director
5.0%	Auditorium House Manager
7.0%	EMIS Coordinator
10.0%	District Webmaster
5.0%	Character Education Program Coordinator
3.5%	Testing & AP Coordinator
20.0%	Instrumental Music Director
10.0%	Instrumental Music Assistant Director
15.0%	Vocal Music Director
2.0%	Vocal Music Accompanist
5.0%	Senior Class Advisor
5.0%	Junior Class Sponsor
5.0%	Sophomore Class Advisor
5.0%	Freshman Class Advisor
7.0%	Library Coordinator
4.0%	Newspaper Coordinator
5.0%	Publication Coordinator
7.0%	Yearbook Coordinator
7.0%	Building Technology Coordinator
5.0%	National Honor Society Adviser THS or TRMS
2.0%	Builders Club TRMS
2.0%	Art Club
2.0%	Just Say No Club
2.0%	FCCLA Club
5.0%	Key Club Adviser
5.0%	Student Council Adviser THS or TRMS

Photographer (outside school day) \$10.00/Hr.

**9.06**      **EXTENDED PAY**

- 9.0601      The librarians, counselors and other teachers who are assigned extended service during the summer shall receive additional pay calculated at the daily rate based on his/her annual salary during the previous school year. Extended year days are determined by the Superintendent and are subject to change annually.
- 9.0602      If not specified otherwise by May 1 each year, extended service days shall be: librarians and counselors, five (5) days before and five (5) days after the school calendar adopted by the Board.

**9.07**      **MOTOR VEHICLE INSURANCE**

The Board shall purchase motor vehicle insurance in accordance with ORC Section 3313.201.

**9.08**      **REGULAR SALARY PAYMENTS**

- 9.0801      Salary payments shall be made in twenty-four (24) equal installments for all employees. Payments shall be made on the 15<sup>th</sup> and the last day of each month. In the event that the 15<sup>th</sup> or the last day of the month occurs on a weekend or holiday, then payment shall be provided at midnight on the last business day prior to the weekend or the holiday. Pay stubs shall be mailed during the summer break or sent electronically, if feasible and confidential.
- 9.0802      Payroll periods shall be for two (2)-week periods and end Fridays except where a holiday falls on one of these days, in which case the pay day will be the last workday prior to the holiday, or as specified by the Superintendent.
- 9.0803      When deductions are made for absence, they shall be on the basis of the number of teachers' annual workdays based on the school calendar divided into the annual salary.
- 9.0804      Should it become necessary for a teacher to discontinue his/her services before completing his/her contract, an adjustment in salary will be made so that the teacher will receive pay for the number of days of actual service minus the previous payments. (See 7.01, Work Year for number of teacher workdays.)
- 9.0805      All teachers shall be required to be on a direct deposit plan with a maximum of two (2) U.S. financial institutions.

**9.09**      **PAYROLL DEDUCTIONS**

- 9.0901      The Board shall provide payroll deductions at no charge to the teacher and/or the Association for the following items:

- A. Taxes (City, State, and Federal)
- B. Association dues
- C. Credit Union
- D. State Teachers Retirement System
- E. Annuities (for new accounts, at least 4 members must enroll)
- F. United Way (minimum total donation \$50.00)
- G. Other(s) which are mutually agreed to
- H. 125 Plan (IF NO COST TO THE BOARD)
- I. 457 Plan (IF NO COST TO THE BOARD)

9.0902 The payroll deduction of any of the above items when optional can only be initiated upon written request of the teacher, with agreement of payee if required.

9.0903 Unless otherwise specified, deductions shall be considered continuous from year to year. Each request for changes, additions, and/or deletions for the Credit Union, annuities, and/or the United Way shall be implemented no later than thirty (30) calendar days after said request.

9.0904 Association dues shall be deducted in accordance with the following provisions:

- A. No later than October 1, the Association shall provide the Board Treasurer written authorizations for any teacher wishing to have payroll deductions for Association dues. Members employed after October 1 must pay directly to the Association until the next following school year. These deductions shall be uniform for ten (10) pay periods, beginning with the fifth (5th) pay period of the school year.
- B. No later than October 20, the Board Treasurer shall provide the Association a complete list of teachers for whom Association dues are being deducted and the total dues being deducted for each teacher.

9.0905 Deductions for the Hospitalization and Dental Insurances shall be deducted in equal installments twice each month.

**9.10 SEVERANCE PAY**

9.1001 The Board, pursuant to Section 124.391 of the Ohio Revised Code, shall pay any member at the time of his/her retirement through STRS from the Three Rivers Local School District, one-fourth (1/4) of that member's accumulated but unused sick leave, to a maximum of seventy (70) days.

9.1002 All retirement severance pay shall be calculated by using the annual salary divided by a common factor, specifically, the scheduled workdays in the teachers' calendar.

9.1003 Severance pay shall be paid not later than January 31st following the month of effective retirement, except as directed by the Superintendent.

- 9.1004 If a member of the bargaining unit dies while employed by the Board, and at the time of death was eligible to retire and eligible to receive retirement benefits from STRS or if the member has been employed by the Board for twenty or more years, then in that event, the estate of the deceased employee shall be paid severance pay in accordance with the severance pay provisions of this Contract.
- 9.1005 (1) The parties have selected the ING Company to administer the accumulated leave plan.  
(2) The institution of the accumulated leave plan shall be at no cost to the Board or the employee.  
(3) The purpose for instituting this plan is to provide a method for the employee to tax shelter his/her severance pay received from the District.

**9.11 GROUP TERM LIFE INSURANCE**

The Board shall provide each member employed more than half time, at no cost to the member, group term life insurance equivalent to said member's regular salary, rounded to the next higher thousand dollars (\$1,000), with a double indemnity for accidental death. Members may purchase additional group term life insurance at the group rate under the terms of the GCIC.

**9.12 HOSPITALIZATION**

- 9.1201 The Board shall purchase basic health and hospital insurance coverage as provided by the Greater Cincinnati Insurance Consortium (GCIC), for each full time member now or hereafter employed and his/her family.
- 9.1202 The Board shall pay ninety percent (90%) of the cost of the insurance premium for the 2014-2015 school year. The Board shall pay eighty-seven and a half percent (87.5%) for the 2015-2016 school year. The Board shall pay eighty-five percent (85%) for the 2016-2017 school year.
- 9.1203 For members working more than half time but less than full time, cost will be prorated. Members working half time or less will receive no insurance benefits paid by the district.

\*For any member affected by spousal coordination of benefits as defined by GCIC, the Board will provide the member with a reimbursement of up to one thousand dollars (\$1000) by January 31, 2015. Members shall be provided with procedures for submitting incurred expenses by December 31, 2014.

\*\*In the event that the GCIC changes coverage from a PPO to a HDHP, the Board agrees to renegotiate the terms and conditions of Section 9.12 and 9.13, including but not limited to employee contribution amount and Board contributions to a Health Savings Account.

**9.13 DENTAL PLAN**

- 9.1301 The Board shall purchase from a carrier licensed by the State of Ohio family dental insurance coverage, for each full time member now or hereafter employed and his/her family, which is substantially similar to, or meets, or

exceeds the coverage specifications that exist as of the effective date of this Contract.

9.1302 The Board shall pay ninety percent (90%) of the cost of the insurance premium.

9.1303 For members working more than half time but less than full time, cost will be prorated. Members working half time or less will receive no insurance benefits paid by the District.

#### 9.14 INSURANCE RIGHTS WHILE ON LEAVE

Members may purchase any insurance at group rates while on any approved leave by making advance payments to the Board Treasurer.

#### 9.15 RETIREMENT ASSISTANCE PROGRAMS

9.1501 A member must have been hired and continuously employed by the School District from a date not later than October 11, 1983 and eligibility must be attained during the term of this contract to qualify for this contractual provision.

9.1502 The Board agrees to participate in the following retirement assistance program:

- A. Certificated employees may choose to participate in the plan when they satisfy the criteria set forth by Section 9.1503 below.
- B. The responsibilities over such matters as procedures concerning eligibility or application for the retirement incentive program or any other matter pertaining to the administration of the program shall lie solely with the Board.

9.1503 Retirement Plan & Criteria:

- A. Any certificated employee who becomes eligible for retirement with the State Teachers Retirement System by attaining any one of the eligibility categories listed below, will receive an additional severance per diem stipend of forty-five percent (45%) of the remainder of his/her accumulated sick leave which has not been used in figuring the regular severance pay.
- B. Eligibility Categories:
  - (1) Thirty (30) STRS years of eligible service credit at any age.
  - (2) Twenty-five (25) STRS years of eligible service credit and at least fifty-five (55) years of age.
  - (3) Five (5) STRS years or more of eligible service credit and sixty (60) or more years of age.

"Purchased" service shall not be eligible for credit.

- C. Supplemental contract salaries are not included in the calculation for the additional severance per diem stipend.
- D. Employees applying for and/or receiving disability retirement are not eligible to participate in this plan.
- E. Resignations for retirement purposes must be received by the Superintendent no later than April 30 of the school year the employee meets any one of the above retirement criteria. The employee must agree to retire at the end of the school year (June 30) in which the member becomes eligible pursuant to Section 9.1503(B) above.
- F. Certificated employees must take advantage of this plan whenever they, for the first time, meet any of the criteria set forth in the plan or they will forfeit their option forever. This is a once in a lifetime benefit.
- G. Payment under this plan will be made in a lump sum payment after January 1 of the year following retirement. The payment will be made as early as possible without requiring the District to borrow funds to meet this financial obligation. In no case will the payment be later than March 31.
- H. This provision is not grievable under Article III of this Contract.

**9.16**

**STRS TAX SHELTER PICK-UP**

- 9.1601 Pursuant to Rulings 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and as restricted by the State Teachers Retirement System (STRS) and the rules of the Board, the employee contribution of the member of the bargaining unit shall be designated as paid by the Board.
- 9.1602 The total annual salary and salary per pay period for each member shall be the salary otherwise payable under this negotiated Contract. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) Deferred Salary, and (2) Cash Salary.
  - A. Deferred Salary: A member's deferred salary shall be equal to that percentage of said member's annual salary or salary per pay period that is paid to the STRS by the member. This deferred salary shall be paid by the Board to the STRS on behalf of the member as a "pick-up" of the STRS Employee Contribution.
  - B. Cash Salary: A member's cash salary shall be equal to the member's total annual salary or salary per pay period less the amount of the pick-up for the member and shall be payable, subject to applicable payroll deductions, to the member.
- 9.1603 No employee's total earnings shall be increased by application of this plan nor shall the expenditures of the Board for the employee's total annual salary be

increased by application of this plan. This provision shall apply uniformly to all members of the bargaining unit when this plan is implemented.

9.1604 The Board shall compute and remit its employer contribution to STRS based upon the total annual salary and the salary per pay period, including the deferred salary or "pick-up".

A. The Board shall report for federal and state income tax purposes as a member's gross income the member's total annual salary less the amount of the deferred salary or "pick-up" for the indicated tax year.

B. The Board shall report for municipal income tax purposes as a member's gross income the member's total annual income, including the amount of the deferred salary or "pick-up".

C. The Board shall compute tax withholding based upon gross income as reported to the respective authorities.

9.1605 The Board agrees to include in the member's total annual salary the deferred salary (pick-up) for the purpose of computing daily rate of pay for severance, for determining paid salary and adjustments to be made due to absence, or for any other similar purpose. The deferred salary (pick-up) shall be included in the base salary for the purpose of determining supplemental duty salaries.

9.1606 The Board and the Association agree that should there be any statutory increase(s) in the amount of an employee's/employer's contributions to the State Teachers' Retirement System ("STRS") different from the current 10% employee/fourteen percent (14%) employer contribution, the employer shall pick up the statutory increase in the employee's contribution up to two percent (2%) not to exceed a maximum of fourteen percent (14%) employer contribution.

## 9.17 EDUCATIONAL PREROGATIVE

9.1701 Children of teachers who are not residents of the Three Rivers Local School District shall be permitted to attend the schools in the Three Rivers Local School District tuition free in grades K-12. This provision applies to full time employees and does not cover foreign exchange students. Students must start school in Three Rivers on the first day of the school year if transferring into the district.

9.1702 Said attendance shall not obligate the Board to incur additional expenses, shall not create an overload at any given grade level, and shall be subject to the Superintendent's assignment on an annual basis. A letter from the parent indicating his/her intent to enroll the student is required prior to August 1 each year.

## 9.18 TUTORS AND COMMITTEES

Hourly certificated tutors are members of the bargaining unit for the sole purpose of establishing an hourly rate of pay. Hourly certificated tutors shall be paid twenty-five

dollars (\$25.00) per hour. Hourly tutors must hold a valid, up-to-date teachers certificate/license.

Members volunteering to serve on District/Board/Administrative committees (including LPDC), but not labor management committee, shall be paid at the rate of \$29.59 per hour for the 2014-2015 school year, \$29.89 per hour for the 2015-2016 school year, and \$30.19 per hour for the 2016-2017 school year.

**9.19 INTERNAL SUBSTITUTION**

The administration may assign a member during his/her preparation time to substitute for an absent member. Efforts will be made to assign staff on a rotating basis. Assignments shall be compensated at the rate of twenty-five dollars (\$25.00) per hour to the nearest quarter hour. Payments will be made at the end of each semester. No teacher shall be assigned more than three internal substitution duties per semester.

**9.20 EMPLOYMENT OF RETIRED TEACHERS**

- 9.201 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by Three Rivers Local School District. There shall be no expectation that any such teacher will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the district and no reasons will be given for declining to offer such employment to anyone.
- 9.202 The salary to be paid to the returning teacher shall be based on the current teachers salary schedule training column with a maximum of ten years of experience, and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.
- 9.203 Individuals employed pursuant to this provision shall not be eligible for any insurance plan offered by the District, including life, dental and health. Medicare shall be paid by the employee as though the employee were a new employee.
- 9.204 Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible for continuing contracts, regardless of their years of services, or the number of years rehired, or the type of license held.
- 9.204 Each one year contract shall automatically expire upon the completion of the school year and it shall not be necessary for the District/Board to take formal action to not reemploy, to nonrenew, or to terminate the employee pursuant to 3319.11, 3319.16 or any other provision of the Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- 9.205 Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
- 9.206 In the event of a reduction in force, the reemployed teacher will not be considered to have any seniority over any other teacher, although the reemployed teacher

shall be a member of the bargaining unit.

- 9.207 Reemployed persons are eligible for sick leave accumulation, starting with a zero balance. They will earn one and one fourth days per month worked.
- 9.208 For supplemental contract purposes only, longevity steps will be continued for supplemental contracts held in this District immediately prior to retirement.
- 9.209 Teachers retiring from this District to be rehired by this District must retire effective June 30 and return to service on the first day of school, even if this requires a surrender of some STRS benefits.
- 9.210 This contractual provision shall not be grievable under the grievance procedures of this Master Contract nor through any claim or action filed before the State Employment Relation Board (SERB) or in any court of law.

Pursuant to the authority provided by ORC 4117.10 and to the extent that this provision is contrary to or in conflict with any Ohio law including but not limited to 3319.11, 3319.111, 3319.141, 3319.16, 3319.17, Chapter 17, and Chapter 3307, this provision shall supersede and replace the statutory provisions.

*[Faint, illegible handwritten text]*

**ARTICLE X:  
CONCLUSION**

**10.01 CONTRARY TO LAW**

10.0101 If it is determined by a court of law with jurisdiction to this District or by an act of the federal and/or state legislature(s) that all or part of a negotiated provision is contrary to law, that part shall be considered null and void to the extent specifically prohibited. The remaining provisions shall remain in effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association on that provision to obtain a workable provision within the established legal structure. If a conflict exists between this negotiated Contract and Board policy, the Contract shall prevail.

10.0102 The Board and the Association agree that all terms in this Contract which supersede applicable state law and which may permissibly do so under ORC Section 4117.10(a) shall not be affected by this Article.

**10.02 DURATION OF AGREEMENT**

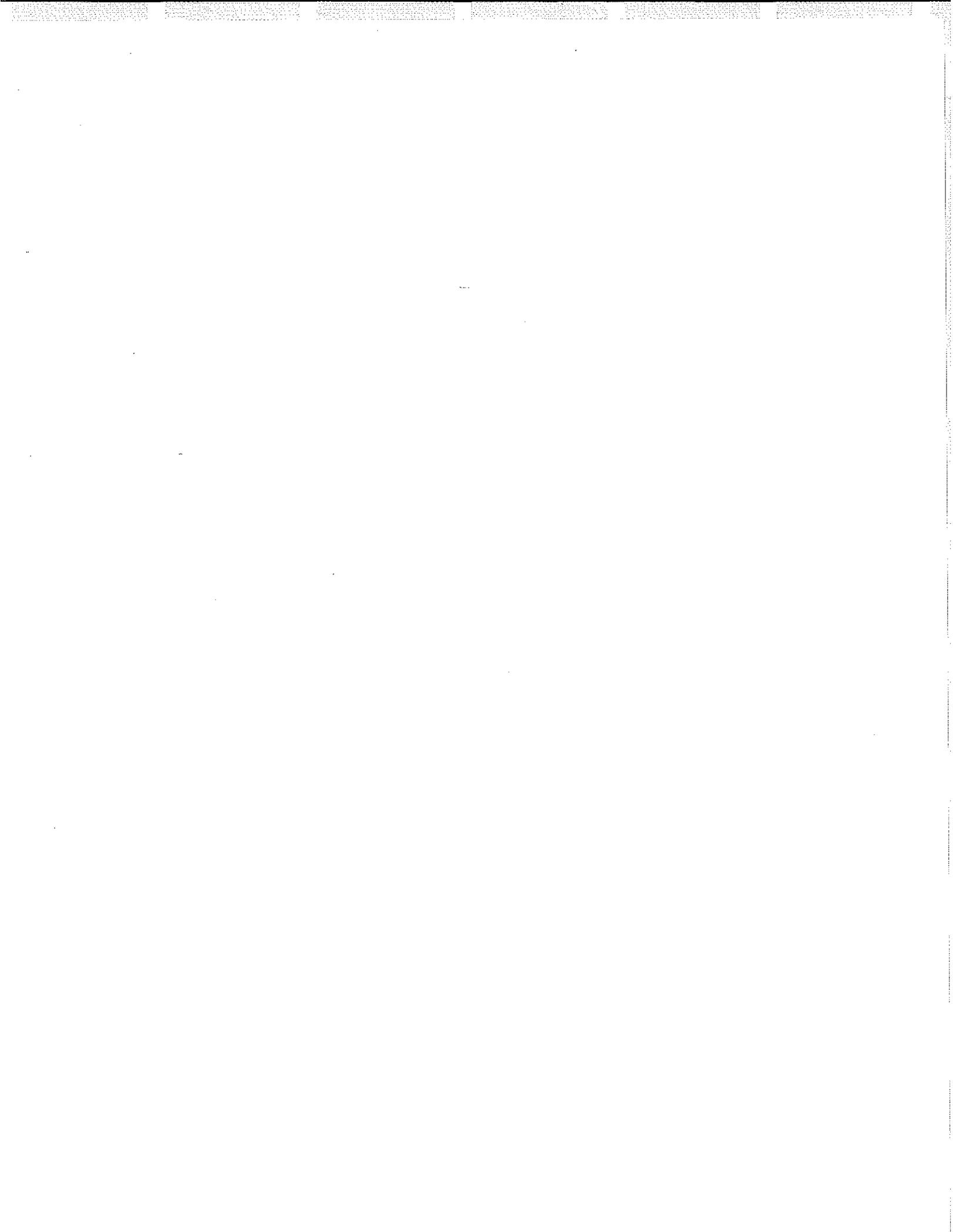
This Agreement shall be in effect from August 1, 2014, and shall remain in full force and effect through July 31, 2017.

**10.03 MEMORANDA OF UNDERSTANDING**

Without reopening negotiations, memoranda of understanding on any negotiable topics may be agreed to by the Superintendent, representing the Board, and the Association President/OEA Labor Relations Consultant, representing TREA. These memoranda shall have the same effect as any other master contract provision for the duration of the Contract.

**10.04 FORMS**

Forms may be updated or changed as to the spacing or arrangement of information without reopening negotiations, so long as the content of the forms is not substantially changed.



10.05

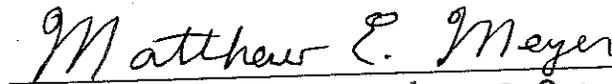
**SIGNATURE PAGE**

For the  
**THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:**

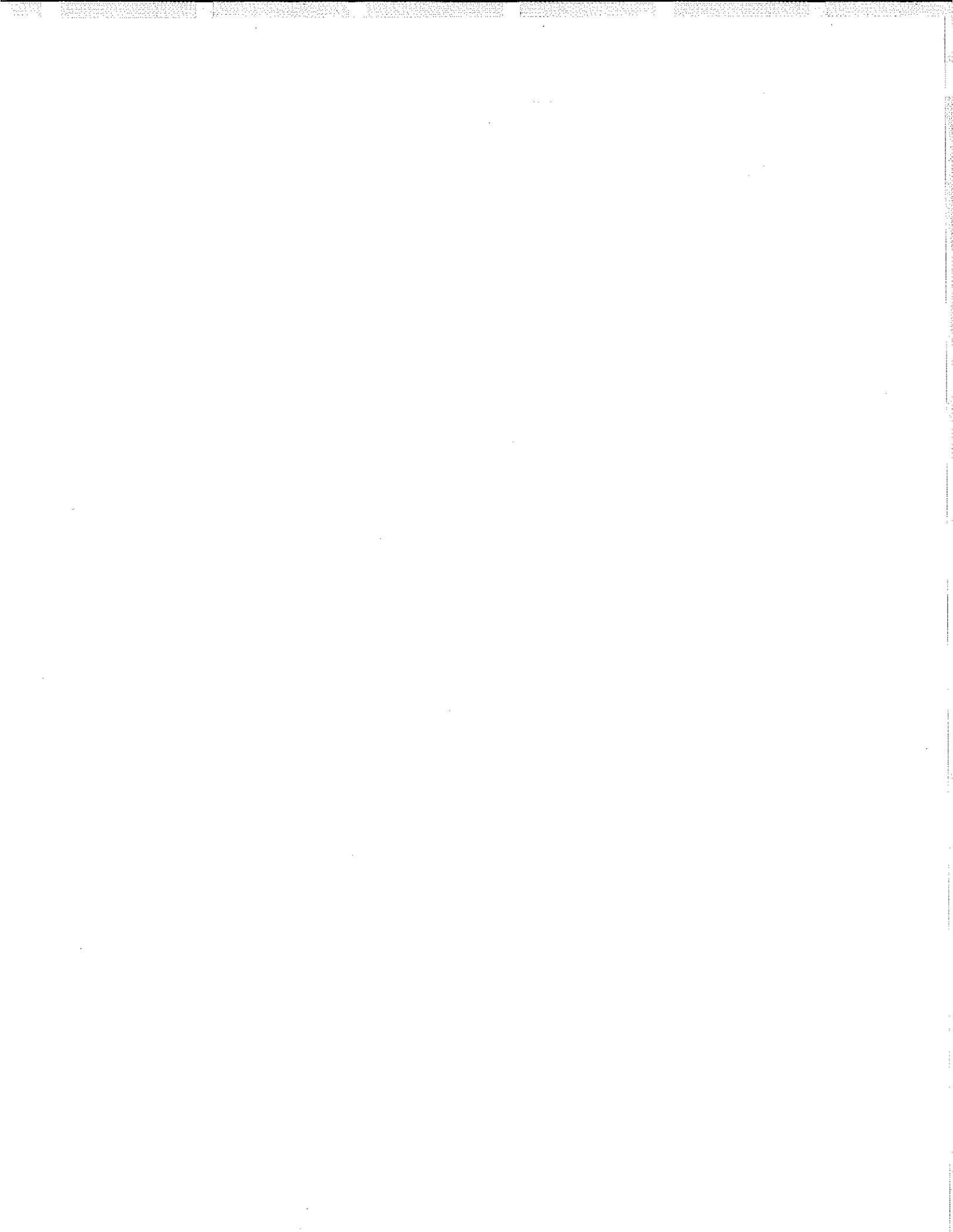
  
\_\_\_\_\_  
Superintendent 1/12/15  
Date

  
\_\_\_\_\_  
Christine Cook Letter 1/12/15  
Date  
Treasurer

For the  
**THREE RIVERS EDUCATION ASSOCIATION:**

  
\_\_\_\_\_  
Matthew E. Meyer 01/12/15  
Date  
President

  
\_\_\_\_\_  
Edward L. Allen 01/12/15  
Date  
Vice-President



**APPENDIX "A-1"**

THREE RIVERS LOCAL SCHOOL DISTRICT

**GRIEVANCE FORM - STEP TWO**

GRIEVANT \_\_\_\_\_  
SCHOOL \_\_\_\_\_

GRIEVANCE # \_\_\_\_\_

DATE GRIEVANCE OCCURRED: \_\_\_\_\_

STATEMENT OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELIEF SOUGHT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Association President Date

DISPOSITION OF PRINCIPAL/SUPERVISOR: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Supervisor Date

NOTE: If more space is needed in reporting any of the sections above, please attach additional sheet(s).

**APPENDIX "A-2"**  
**THREE RIVERS LOCAL SCHOOL DISTRICT**  
**GRIEVANCE FORM - STEP THREE**

GRIEVANT \_\_\_\_\_  
SCHOOL \_\_\_\_\_

GRIEVANCE # \_\_\_\_\_

POSITION OF GRIEVANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Association President Date

DISPOSITION OF SUPERINTENDENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent Date

*NOTE: If more space is needed in reporting any of the sections above, please attach additional sheet(s).*

**APPENDIX "A-3"**

**THREE RIVERS LOCAL SCHOOL DISTRICT  
GRIEVANCE FORM - STEP FOUR**

GRIEVANT \_\_\_\_\_  
SCHOOL \_\_\_\_\_

GRIEVANCE # \_\_\_\_\_

POSITION OF GRIEVANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Association President Date

DISPOSITION OF BOARD: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Board President Date

*NOTE: If more space is needed in reporting any of the sections above, please attach additional sheet(s).*

APPENDIX "A-4"

THREE RIVERS LOCAL SCHOOL DISTRICT  
GRIEVANCE FORM - STEP FIVE

GRIEVANT \_\_\_\_\_  
SCHOOL \_\_\_\_\_

GRIEVANCE # \_\_\_\_\_

POSITION OF ASSOCIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Association President Date

FINDINGS AND RECOMMENDATIONS OF ARBITRATOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date

NOTE: If more space is needed in reporting any of the sections above, please attach additional sheet(s).

APPENDIX "B"

THREE RIVERS LOCAL SCHOOL DISTRICT  
APPLICATION FOR USE OF SICK LEAVE

EMPLOYEE'S NAME \_\_\_\_\_ DATE \_\_\_\_\_  
SCHOOL ASSIGNED \_\_\_\_\_ # DAYS REQUESTED \_\_\_\_\_

=====

The undersigned is hereby making application for use of \_\_\_\_\_ sick leave days, beginning  
\_\_\_\_\_ AM/PM, \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_ AM/PM,  
\_\_\_\_\_, 20\_\_\_\_, and states that the use of such leave is justified for the  
following reasons:

- \_\_\_\_\_ 1. Personal illness; nature of illness: \_\_\_\_\_
- \_\_\_\_\_ 2. Personal injury; nature of injury; \_\_\_\_\_  
Name of Physician, if consulted: \_\_\_\_\_  
Physician's address: \_\_\_\_\_
- \_\_\_\_\_ 3. Illness or injury in immediate family:  
Name \_\_\_\_\_ Relationship \_\_\_\_\_
- \_\_\_\_\_ 4. Death in immediate family:  
Name \_\_\_\_\_ Relationship \_\_\_\_\_
- \_\_\_\_\_ 5. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

APPENDIX "C"

THREE RIVERS LOCAL SCHOOL DISTRICT

VISITING DAY REQUEST

I hereby request to be excused from my regular classroom duties for the purpose of visiting:

Name of School (Visiting): \_\_\_\_\_

Grade or Department (to be observed): \_\_\_\_\_

Teacher (with whom you will visit): \_\_\_\_\_

Day of Visit: \_\_\_\_\_

Time of day: From \_\_\_\_\_ To \_\_\_\_\_

I have made/will make all arrangements with the foregoing teacher and principal of the school listed prior to the date of my visit.

\_\_\_\_\_  
Date of Request

\_\_\_\_\_  
Signature of Requesting Teacher

APPROVED BY:

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
Superintendent

REMARKS:

**APPENDIX "D"**

THREE RIVERS LOCAL SCHOOL DISTRICT  
**APPLICATION FOR USE OF PERSONAL LEAVE**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

School Assigned \_\_\_\_\_ # Days Requested \_\_\_\_\_

THE UNDERSIGNED IS HEREBY MAKING APPLICATION FOR USE OF \_\_\_\_\_  
personal leave day(s) beginning \_\_\_\_\_, \_\_.M., \_\_\_\_\_, 200\_, and ending  
\_\_\_\_\_, \_\_.M., \_\_\_\_\_, 200\_, and states that the use of such  
leave is for urgent personal business that cannot be handled at any other time except during working hours.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check one:     1st Personal Day  
                   2nd Personal Day

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Employee

**APPENDIX "E"**

**THREE RIVERS LOCAL SCHOOL DISTRICT  
SICK LEAVE BANK**

**Purpose**

To loan additional days of sick leave to teachers who have exhausted personal sick leave days.

**Provisions of Eligibility**

- A. All teachers shall be eligible to be members of the sick leave bank (SLB).
- B. After the start of each school year, all teachers will receive an intent form from the Sick Leave Bank Committee for the purpose of enrolling in the SLB. Initial membership will consist of one (1) day sick leave, to be designated by the teacher, to the SLB on such form between September 1 and October 1. Each teacher will receive a notice of receipt indicating his/her participation in the program.
- C. New members may join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's office during the period of September 1 through October 1.

**Operational Procedures**

- A. Loans will be limited to participating members for use of the members own personal illness, injury, or non-elective surgery occurring under unusual, severe or emergency conditions, as determined by the SLB Board. At the discretion of the SLB Committee, loans may be provided in the event of illness or injury of a member's spouse, child, parent or such relationship by marriage.
- B. Applications for loans from the sick leave bank must be made on the employee application for sick leave bank form (Appendix 1). A physician's statement is required with each application in order to be considered for a loan.
- C. A loan will be considered only after the teacher has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System, or receiving Worker's compensation.

**Sick Leave Bank Committee**

The sick leave loan bank is to be regulated by a committee consisting of three (3) teachers to be selected by the Association.

### Loan and Payback Procedures

- A. The maximum number of days that a teacher may borrow is thirty (30) days in one school year.
- B. The teacher who borrows days will pay back the days at the rate of fifty percent (50%) of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank. In the event a member who owes days to the bank ceases for any reason to earn sick leave days (i.e., retirement resignation, permanent disability or death), one of the following shall occur:
1. The teacher's last paycheck shall be docked in the amount equal to his/her per diem for all days owed to the bank, or
  2. Severance pay shall be reduced in the amount equal to his/her per diem for all days owed to the bank.

### Policy Procedures

- A. In consideration of the benefits of participating in the SLB, each applicant for membership in the bank and for benefits from the bank shall, as a condition to such application, agree in writing to the following:
- "I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB Board. All decisions of the SLB Committee will be final and binding and not subject to the grievance procedure. I further agree to abide by such decision and to indemnify and hold harmless the Three Rivers Local Board of Education, the Three Rivers Education Association, the SLB Committee, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."
- B. Application for the SLB days must be made to the SLB Committee.
- C. The SLB Committee shall meet and render a decision within ten (10) days of receipt of request.
- D. Unused requested days shall be returned to the SLB.
- E. The SLB will begin with one (1) day from each contributing certificated employee. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day to a maximum of three (3) additional days per year. The SLB Committee shall be responsible for notifying certificated employees of each assessment period.
- F. Extension of additional days may be applied for in the same manner as the original application.
- F. All decisions of the SLB Committee shall be final and binding and are not subject to the grievance/arbitration provisions of this agreement.

- G. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **THREE RIVERS TEACHERS' ASSOCIATION** ("Association").

**WHEREAS**, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1, 2014 through July 31, 2017; and

**WHEREAS**, the Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law; and

**WHEREAS**, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") during the 2014-2017 school years; and

**NOW, THEREFORE, BE IT AGREED** up on by the Board and the Association as follows:

1. For the 2014-2017 school years, the Board and the Association agree to implement the OTES in place of the current Collective Bargaining Agreement Evaluation System (Article IV) for all members who meet the definition of "teacher" in ORC 3319.111.
2. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. This committee shall be comprised of an equal number of Administrators, appointed by the Superintendent, and members, appointed by the Association President.
3. Prior to making any changes or modifications any of the attached documents (Board Policy, Teacher Evaluation Handbook and Timeline), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the Evaluation Policy Consultation committee for the purposes of discussing the changes and collaborating to resolve any conflicts.
4. If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with ORC 4117.

5. Only personnel on administrative contracts with proper certification and credentialing from the Ohio Department of Education shall evaluate bargaining unit members.
6. For the 2014-2017 school years, student growth measures shall not be used in any personnel decisions, including but not limited to non-renewal, termination, or transfers.

**IN WITNESS WHEREOF**, the duly authorized representatives of the **THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **THREE RIVERS TEACHERS' ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

**THREE RIVERS LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

Date: \_\_\_\_\_

\_\_\_\_\_  
Superintendent

**THREE RIVERS TEACHERS' ASSOCIATION**

Date: \_\_\_\_\_

\_\_\_\_\_  
TREA President