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AGREEMENT BETWEEN

TRIAD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND

TRIAD EDUCATION ASSOCIATION

JULY 2016 – JUNE 2019

ELECTRONIC COPIES sent to:
1 – Triad Education Association President
2 – Triad Board of Education
3 – Ohio Federation of Teachers
4 – State Employment Relations Board
5 – Triad Intranet

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CHAPTER 100
RECOGNITION AND NEGOTIATIONS

ARTICLE 101

This Agreement is the collective bargaining agreement between the Triad Local School District Board of Education (the "Board") and the Triad Education Association ("Association").

ARTICLE 102
RECOGNITION

The Triad Education Association, hereinafter referred to as the Association, is recognized as the exclusive bargaining unit of the instructional staff with the Board for the purpose of collective bargaining in accordance with the provisions herein stated.

The members of the instructional staff, including classroom teachers, librarians, counselors, nurses, special education teachers and tutors, certified by the Ohio Department of Education, employed on a full or part-time basis, are members of the bargaining unit.

Excluded from the bargaining unit are: superintendent, assistant superintendents, principals, assistant principals, substitute teachers, home instructors, and any other confidential, supervisory or management-level employees as defined in Section 4117.01 of the Ohio Revised Code.

ARTICLE 103
SCOPE

Issues of negotiations are recognized as all issues pertaining to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement which are subject to collective bargaining between the public employer and the exclusive representative.

ARTICLE 104
NO REPRISAL

No action to coerce, censor or otherwise penalize any Bargaining Unit Member shall be made or implied as a result of the Bargaining Unit Member's participation in the negotiation process.

ARTICLE 105
AMENDMENTS

This Agreement may be subject to amendment by mutual consent of the parties.

ARTICLE 106
SAVINGS CLAUSE

If any clause, sentence, paragraph, or part of this Agreement, shall for any reason, be found contrary to law then said clause, sentence, paragraph, or part shall be deemed invalid, except to the extent permitted by law. The remainder of the Agreement shall remain in full force and effect and the parties to the Agreement shall thereupon meet within ten (10) days to seek to negotiate substitute provisions which are in conformity with the applicable law.

ARTICLE 107

This Agreement supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee, except for Board policies the subject of which are not in conflict with any provision of this Agreement.

ARTICLE 108
NONDISCRIMINATION PLEDGE

The Board and the Association agree that there will be no discrimination in the hiring, training, evaluation, assignment, promotion, transfer or discipline of Bargaining Unit Members or in the application or administration of the conditions of employment on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or age, but only to the extent provided by applicable Federal or State law. The Board shall take any and all actions necessary to comply with the Americans with Disabilities Act.

CHAPTER 200
RIGHTS OF THE PARTIES

ARTICLE 201
BOARD OF EDUCATION RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School district organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of Board operations;

4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted including the establishment of courses of instruction, selection of textbooks and other prescribed teaching materials;

5. Terminate for just cause as specified in Section 3319.16 of the Ohio Revised Code, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the School District;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the School District.

B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement. The exercise of the foregoing management rights requires neither prior negotiation with, nor agreement of, the Association.

ARTICLE 202
ASSOCIATION RIGHTS

The Association shall be granted the following sole and exclusive organizational rights as the bargaining agent of the instructional staff:

A. To enter into collective negotiations with the Board in accordance with the law.

B. The building representative in each school will have the use of bulletin board space in Bargaining Unit Members' lounge or areas approved by the principal. The elected officials of the Association shall be responsible for all materials as to quantity and content.

C. To make Association announcements at the initial orientation meeting, general faculty meetings, building and total staff meetings.

D. Use of public address system for Association meeting announcements in keeping with normal building procedure.

E. The Association President shall have access to an electronic copy of the agenda prior to each Board meeting at the end of the school day. The Association shall receive a copy of the agenda in the same manner on a non-school day by 3:30 p.m.

F. The Association President or his/her designee shall be provided copies of the following information/data:

1. A complete copy of the Board's Official Annual Appropriations Resolution when adopted by the Board (both temporary and permanent).

2. A copy of the Official Certificate of Estimated Resources and any amendments thereto when received by the Board's Treasurer.

3. A copy of the Proposed Budget when available to the general public.

4. A copy of the Official Budget when adopted by the Board.

5. A complete copy of the Treasurer's June Financial Report to the Board showing all income from each source and expenditures to the various specific General Fund categories for the previous calendar year.

6. A copy of training and experience grids for Bargaining Unit Members paid from the regular Bargaining Unit Members' salary schedule.

7. Existing information on staff members paid on an hourly rate and on the supplemental salary schedule.

8. A list of those Bargaining Unit Members whose contracts will be considered at the May Board meeting, at the time the Association receives the agenda.

9. Class size information as it exists as of October 15.

G. The Board shall authorize up to a maximum of six (6) total days of absence without loss of pay per year (September 1 through August 31) to professional staff members elected to represent the Association or chosen to serve on programs or in official representative capacity at Association meetings, conferences, conventions. The six (6) total days shall be the maximum total days available for such programs. To be valid, a request for use of this leave must be submitted to the President of the Association and to the Superintendent or his/her designee ten (10) work days in advance. Under extenuating circumstances, the ten (10) work day period may be lessened. The Bargaining Unit Member's expenses shall be paid by the Bargaining Unit Member.

H. The TEA shall have the right to utilize TEA insignia for identifying membership on each member's mailbox. Any additional use of the insignia on school property will be at the discretion of TEA.

I. The TEA shall have the right to payroll deduction of membership dues.

1. Members shall have the right to authorize the continuous deduction of said dues from year to year hereafter. Said deductions will be made upon receipt of a signed authorization form submitted to the personnel office at least seven (7) working days prior to the first pay period in which dues are to be deducted. Dues collected shall be transmitted monthly to TEA treasurer. The TEA treasurer will be responsible for collecting any dues not collected through payroll deduction.

2. Such deductions shall be made in approximately equal installments twice monthly beginning with the first pay period in October and ending with the second pay in July.

ARTICLE 203
MAILBOXES

The Association shall have the exclusive right to place Association material in the mailboxes of the bargaining unit. Placement will be made by the building representative or his/her designee. The Association shall have the right to use the district's electronic delivery system to disperse information to the bargaining unit. The elected officials of the Association shall be responsible for all materials as to quantity and content. The Association shall be permitted to use the Board's inter-school delivery system to distribute information provided the Board continues to use such a system.

ARTICLE 204
MEETINGS

The Association shall have the right to schedule meetings in the building, before or after regular duty hours. The Association will abide with the Board policy regarding use of school property by outside organizations.

ARTICLE 205
BUILDING VISITATIONS

Either the Association President or his/her designee shall have the right to visit schools. Upon arrival in the building, the person shall report his/her presence to the Building Principal or the Principal's designee, the purpose of the visit and his/her destination in the building. Visitation shall not interfere with scheduled class time, scheduled student-teacher, scheduled parent-teacher, or scheduled administrator-teacher conferences or other school functions or activities of any Bargaining Unit Member. Visits that are made to discuss specific problems with the Building Principal should be arranged in advance. Visitors shall act in accordance with Board policy and/or administrative rules and regulations while in the building.

CHAPTER 300
GRIEVANCE PROCEDURE

ARTICLE 301
GRIEVANCE POLICY

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its professional staff members can be assured of a prompt, impartial, and fair hearing of their grievances. Such procedure shall be available to all professional staff members of the bargaining unit, and no reprisals of any kind shall be taken against any professional staff member initiating or participating in the grievance procedure.

301.01 Grievance Defined

A grievance shall be defined as a complaint by

a. A faculty member,
b. A group of faculty members or
c. By the Association

that an event or condition which affects the welfare or conditions of employment of a certified staff member, is an alleged violation of the negotiated contract or is a violation of a past practice or policy.

301.02 Purpose and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level, and in the shorter period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

301.03 Rights of the Grievant and the Association

A. The Association VP will be designated as the district grievant representative for processing grievances in all buildings.

B. The President of the Association and the district grievant representative shall receive prior notice of each meeting held to resolve a grievance.

C. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any Bargaining Unit Member. At all times, the confidentiality of such material will be maintained as confidential information and will be available only to the Superintendent, the President of the Association, the district grievant representative and the aggrieved party.

D. All grievances shall be filed at the lowest possible level. The lowest possible level means the level of the grievance procedure at which the administrator (the building principal or the superintendent) deciding the grievance has the authority to make a decision.

E. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present.

F. The Association, as such, shall have the right to file a grievance, if the subject matter involved concerns:

1. an alleged violation of the negotiated contract as respects rights or privileges granted to the Association, its officers or its representatives;

2. an alleged violation of the negotiated contract as respects a matter affecting any member of the bargaining unit.

G. Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record.

301.04 Time Limits

A. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties involved.

B. If any grievance is not initiated at Level Two after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the fifteen (15) day time limit will be applied to the most recent occurrence.

C. All grievances must be appealed to the next formal level within ten (10) days.

D. "Days" shall be defined as full working days during the school year and weekdays during the summer months excluding holidays.

301.05 Procedure

A. Informal Procedure - A Bargaining Unit Member with a grievance may first discuss it face to face with the building principal or the superintendent in an effort to resolve the problem informally. A grievant or administrator may have another person present, either as an observer or as a representative, at each step of Grievance Procedure.

B. Formal Procedure - Level One

1. In the event the Bargaining Unit Member does not desire to utilize the Informal Procedure, or in the event the Bargaining Unit Member is not satisfied with the disposition of the grievance at the Informal Procedure level, or if no decision has been rendered by the principal or the superintendent within five (5) working days after the discussion of the grievance referred to in the Informal Procedure, the Bargaining Unit Member may request the Association file the grievance in writing with the principal or the superintendent using the prescribed form. The written grievance must be submitted to the principal or the superintendent within fifteen (15) working days of the occurrence of the grievance. Within five (5) working days of the filing of the grievance with the principal or the

superintendent, the principal or the superintendent will meet with the grievant and the district grievant representative in an effort to resolve it. A written answer shall be given in response to the grievance within five (5) working days after such meeting.

C. Formal Procedure - Level Two

1. In the event that the grievant is not satisfied with the disposition of the grievance at Level One, the Association may then initiate the grievance at Level Two within five (5) working days after receiving the disposition of the grievance at Level One.

2. The superintendent or his/her designee will within five (5) working days conduct a hearing concerning the grievance. The superintendent or his/her designee shall make a written decision, on the prescribed form, within five (5) working days of such hearing. In the event no decision is forth coming in the prescribed time, the grievance will proceed to the next level.

D. Formal Procedure - Level Three Binding Arbitration

1. If the grievance is not resolved at Level Two, then the Association may initiate Level Three of this procedure, within ten (10) working days, by giving written notice on the prescribed form to the superintendent of its desire to go to arbitration. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA) or an association agreed upon by both parties. Selection and hearing shall be in accordance with voluntary rules and regulations of the AAA or the association that conducts the hearing.

2. The arbitrator shall hold the necessary hearing promptly. The arbitrator will issue his/her decision not later than thirty (30) working days from the date of the closing of the hearings or if oral hearings have been waived, from the date of transmitting the final statements and proofs to the arbitrator. The decision will be in writing and will set forth the arbitrator's opinion and conclusions on the issues submitted. The decision shall be accepted as final and binding by both parties.

3. The arbitrator will have the power to make an award, including appropriate compensatory awards when he/she finds a violation of this contract. The cost for arbitration shall be shared equally by the Association and the Board.

E. Miscellaneous

1. Nothing contained herein will be construed as limiting the right of any Bargaining Unit Member having a complaint or problem to discuss the matter informally with any appropriate member of the administration and having the informal grievance adjusted, provided the adjustment is not inconsistent with the terms of this contract and the Association has been given opportunity to be present at such adjustment and to state its views.

2 Failure to appeal the grievance within the time limits specified shall further bar the grievance.

3. Forms for filing and processing grievances shall be designed and approved by the Association and the Board and shall be given appropriate distribution to facilitate the operation of the grievance procedure.

ARTICLE 302
DISCIPLINE

Employees shall not be suspended and/or disciplined without compliance with the progressive discipline procedure set forth below:

1. Oral warning
2. Written reprimand
3. Official Written Reprimand
4. 3-day suspension without pay
5. 5-day suspension without pay
6. Termination

Based upon the severity of the situation, disciplinary action may warrant deviation from the procedural process listed above.

Written records of official written reprimands and the related disciplinary documents, as well as records associated with suspension and/or termination shall be kept in the employee's active personnel file. Other disciplinary documents will be maintained in another location. All disciplinary documents will be maintained in accordance with the District's record retention legal requirements.

CHAPTER 400
PAYROLL PROCEDURES

ARTICLE 401
PAYS PER YEAR

The Board agrees to base employee's pay on a twenty-four (24) pay plan. Pay dates shall be established as the 7th and 21st of each month. Bargaining unit members that participate in direct deposit must access stubs through the employee KIOSK. All new hires starting on July 1, 2011 must participate in direct deposit and must access stubs through the KIOSK. This information will be disclosed to new hires as part of the hiring process.

ARTICLE 402
TAX SHELTERED ANNUITIES

Embodying the benefits of Section 403(b) of the Internal Revenue Code of 1954, as amended, the Board may, upon written authorization of the Bargaining Unit Member, make salary reductions to be applied to the purchase of annuity contracts.

In accordance with Section 9.9 and 9.91 of the Ohio Revised Code, the Board shall provide payroll deduction for Bargaining Unit Members enrolled in a tax-sheltered annuity program if:

A. The Bargaining Unit Member's designated agent broker or company executes a reasonable agreement protecting the District from any liability attendant to procuring the annuity;

B. The broker, agent, or company must be designated by at least five (5) employees.

All companies must be approved by the Superintendent of Insurance of the State of Ohio and must agree to comply with administrative rules and procedures for the issuance of tax sheltered annuities as approved by the Board.

ARTICLE 403
TAXES

State, federal, city and local school district income taxes shall be deducted from each check. Retirement shall be deducted from each check.

By the second pay period of each contract year, employees will be notified of their current filing status. The Treasurer will provide a key explaining the abbreviations used on the check stub for filing status. The employee shall periodically check their filing status for accuracy. It is the responsibility of the employee to notify the Treasurer of any corrections or additions that need to be made. Once notified, it is the responsibility of the Treasurer to correct the error or note the change.

All new employees of the district shall notify the Treasurer of their filing status before the issuance of the first pay period of the contract year.

ARTICLE 404
LINE ITEM TERMINATION

The Treasurer must be notified in writing ten (10) days in advance of the date in which the employee wishes to change or terminate a line item deduction from payroll. Termination of TEA dues must be made in writing to the Treasurer of the TEA who shall forward such notification to the Treasurer of the Board.

ARTICLE 405
LIMITS

The number of possible deductions is limited by computer capacity, and the Board will allow for all possible deductions considering slots available.

CHAPTER 500
CONTRACTS AND FAIR DISMISSAL

ARTICLE 501
LIMITED CONTRACTS

Notwithstanding O.R.C. 3319.11, a limited contract shall automatically be deemed renewed for one (1) school year unless the Board of Education on or before June 1st of the school year in which the limited contract is to expire:

a. Adopts a resolution in public session of its intention not to renew the employment of that Bargaining Unit Member; and

b. Mails a written notice of the nonrenewal by certified mail, return receipt requested, to the Bargaining Unit Member at the address appearing for that Bargaining Unit Member on the Treasurer's records and/or hand delivers with a witness present. It is the responsibility of each Bargaining Unit Member to keep a current address on file with the Treasurer and to make any necessary changes therein.

c. The provisions of this article shall supersede and take the place of any and all provisions of the Ohio Revised Code governing the requirements for contract nonrenewal, including Section 3319.11.

ARTICLE 502
LENGTH OF CONTRACTS

The contractual procedure for employment and re-employment of non-tenured certificated/licensed staff members shall be as follows. The provisions of this article shall supersede and take the place of any and all provisions of the Ohio Revised Code governing the length of teacher contracts, including Section 3319.08:

1. All unit members new to the district shall be granted a one (1)-year limited contract.

2. All unit members who have completed the first limited contract, if renewed, shall be offered a one (1)-year limited contract.

3. All unit members who have completed two (2), one (1) -year limited contracts, if renewed, shall be offered a three (3) -year limited contract unless Paragraph 5 alters same.

4. All unit members who have completed a three (3)-year contract, if renewed, shall be offered a five (5)-year limited contract unless Paragraph 5 alters same. Upon completion of each five (5)-year limited contract thereafter, a unit member, if renewed, shall be offered a five (5)-year limited contract unless Paragraph 5 alters same.

5. The sequence of contract issuance may be altered if one of the following conditions exist:

    a. A Bargaining Unit Member is employed to fill a vacancy of an employee on leave of absence.

    b. The Bargaining Unit Member's evaluation or written documentation of performance related problem(s) included during the term of the Bargaining Unit

Member's current contract indicates the need for an additional year of professional growth as determined by the Superintendent and/or the Board of Education.

c. The Bargaining Unit Member has been granted a continuing contract in another school district in Ohio before being employed by Triad Local Board of Education.

d. The Bargaining Unit Member is employed on temporary certification.

e. The employee has met the requirements for a continuing contract – as required by ORC.

f. If a bargaining unit member is unable to be observed and/or evaluated per the stipulations of Article 504 as a result of an extended absence.

ARTICLE 503
CONTINUING CONTRACTS

503 The Board shall notify by September 15 all bargaining unit members who have met the legal requirements to become eligible for a continuing contract. Bargaining unit members will only be considered for a continuing contract if they meet the legal requirements for being issued a continuing contract at the end of their current contract. A bargaining unit member may waive his/her right to be considered for a continuing contract by submitting a written continuing contract waiver form (See Forms Appendix) to his/her immediate supervisor. Such declaration shall preclude the bargaining unit member from being considered for a continuing contract through the term of their limited contract. The bargaining unit member shall be considered for a continuing contract after the term of their limited contract only if he/she submits by September 15 of the last year of his/her limited contract, another declaration to his/her immediate supervisor requesting a review of his/her eligibility.

ARTICLE 504
SUPPLEMENTAL CONTRACTS

504.01 Bargaining Unit Members who are employed and are to be compensated by the Board of Education for approved supplemental duties in addition to regular teaching duties, shall be employed on "supplemental contracts". All supplemental duties for positions that are defined shall be published and be available in the high school, middle school, and elementary Bargaining Unit Members' workrooms and through email. A supplemental contract shall be valid for only one (1) school year, and shall automatically expire at the end of that school year without further action or notice by the Board of Education.

504.02 Bargaining Unit Members shall be compensated for supplemental duties three (3) times per year, for which they are employed in accordance with the salary schedules attached to this Agreement. The Board of Education need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy.

504.03 When a Bargaining Unit Member loses or is suspended from his/her regular teaching position for any reason or is suspended as a result of reduction in force, his/her supplemental contract(s) shall be null and void as of the effective date of the suspension from regular teaching employment.

504.04 Currently employed unit members shall have first consideration for supplemental vacancies. Such consideration shall not be construed to be a guarantee of the position(s).

504.05 Failure to complete entire duties associated with the supplemental contract will result in the withholding of the contract amount until the duties associated with the position are completed. Failure to complete the duties within 45 days after the completion of the activity or the end of the school year will result in the contract holder forfeiting the entire face value of the supplemental contract.

504.06 All supplemental payments shall be subject to the IRS regulation for withholding federal and state income tax.

ARTICLE 505
BARGAINING UNIT MEMBER EVALUATION

A. Introductory Statement
This program for the formal evaluation of teaching services has been designed for the purpose of maintaining and improving the quality of instruction in the Triad Local School District. It may be used by the Bargaining Unit Member for frequent self-appraisal of strengths and weaknesses. It is also intended for use as a basis for Bargaining Unit Member-principal conferences and personnel decisions.

B. Complaint Procedure
A complaint that will become a matter of written record shall be brought to the attention of the Bargaining Unit Member when the item is placed in their file. When known, the complainant shall be identified and the individual shall be afforded the opportunity to answer or rebut such complaint.

C. Grievance Procedure
A Bargaining Unit Member whose contract has been nonrenewed may challenge compliance with this evaluation only through R.C. 3319.11(G) and not through the grievance procedure of this Agreement.

D. The formal evaluation process form(s) shall be mutually agreed upon between the parties. The Bargaining Unit Member evaluation forms as presented to the Board of Education by the Evaluation Committee shall become part of the negotiated agreement once approved by the Board of Education. The Evaluation Committee shall consist of equal representation of administrators and bargaining unit members selected by the Association.

E. The formal evaluation procedure adopted by the Board shall be the sole procedure utilized in the district for the evaluation of Bargaining Unit Members.

CHAPTER 600
REDUCTION IN FORCE

ARTICLE 601
REDUCTION IN FORCE

A. Procedure:

1. When by reason of decreased enrollment of pupils, return to duty of regular Bargaining Unit Members after leaves of absence, due to budgetary or financial reasons or by reason of suspension of schools or territorial changes affecting the district, a Board of Education decides that it will be necessary to reduce the number of Bargaining Unit Members, it may make a reasonable reduction. In making such reductions, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching field affected, suspend contracts as outlined in this article. For purposes of this article, teaching field shall mean the area of certification/licensure.

2. Bargaining Unit Members, whose continuing contracts are suspended, in accordance with the recommendation of the Superintendent, who shall recommend suspension of contracts in accordance with Ohio Revised Code, shall have the right of restoration to continuing service status in reverse order of layoff, based on reduction in force rubric points if and when teaching positions become vacant or are created for which any of such Bargaining Unit Members are qualified or for which they may become qualified.

B. Reduction Procedure

1. A seniority list shall be established listing all Bargaining Unit Members' contract status, the date of hire, and the areas of certification / license held by each bargaining unit member. The Board shall post in each building a seniority list by the first Monday in October of each year. Employees shall have ten (10) working days to notify the Board of any errors on the list. Once the deadline for submitting corrections has passed, the Board shall make the adjustments and redistribute the list. At this time, the list shall be deemed correct until the next list is compiled and posted. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have identical average percentages on the RIF rubric.

2. Ranking on the seniority list will be determined as follows:
    a. Bargaining Unit Members on continuing contracts will be placed before those on limited contracts in accordance with Ohio Revised Code.
    b. Bargaining Unit Members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order.
    c. The day of hire as a member of the bargaining unit at Triad Local School district
    d. Bargaining Unit Members who leave the bargaining unit but remain in the district and later return to the bargaining unit will be credited with the previously earned years of seniority earned as a bargaining member.
    e. Bargaining Unit Members who are laid off, and re-called shall maintain their accrued seniority but shall not accrue additional seniority during the period of lay off.
    f. Seniority shall not be interrupted by authorized paid or unpaid leaves of absence. However, seniority shall not accrue during an approved unpaid leave of absence.
    g. In case of a tie, seniority shall be determined by the last four digits of the Bargaining Unit Members' social security number. The higher number shall have more seniority.

3. The (RIF) rubric procedures will only be put into place at such time that the Board determines that a reduction in force is necessary. When the conditions exist that necessitate a reduction in force, each member of the bargaining unit shall complete the reduction in force (RIF) rubric based on the most recent evaluation score and review it with his/her administrator within ten (10) working days after the Board authorizes the reduction in force. There are two RIF rubrics. RIF rubric "A" will be completed by Bargaining Unit members meeting the definition of teacher in accordance with R.C. 3319.22, 3319.222, 3319.26, 3319.226, and 3319.301. RIF rubric "B" will be utilized by all other Bargaining Unit members not meeting the R.C. definition of teacher. The RIF rubrics for both teachers and other certificated personnel shall be included in the forms appendix associated with this collective bargaining agreement.

4. The superintendent or designee will distribute a list of all Bargaining Unit Members ranked from highest RIF rubric percent within twenty (20) working days from when the Board authorizes a reduction in force.

5. Reduction Process
    a. Reduction in any teaching field will be made in order of RIF rubric three-year average percentage, based on the district approved evaluation system, starting with the Bargaining Unit Member with the lowest RIF rubric percentage. If a three-year average is not applicable, then the percentage will be based on all available evaluation percentages. For the purpose of this article, teaching field shall mean the area of certification/licensure.
    b. A Bargaining Unit Member affected may elect to displace a Bargaining Unit Member lower on the RIF rubric total list in another area of certification, if they are properly certified in that area.
    c. If two Bargaining Unit Members have the same lowest RIF rubric average percentages then the lowest of the two on the seniority list will be reduced.

6. The procedure for suspension of contracts shall be in accordance with Ohio Revised Code.

C. Recall Procedure

1. Recall shall occur in reverse order of layoff based on RIF rubric average percentages; except that a Bargaining Unit Member may not be recalled to a position for which he/she does not hold the necessary certification/licensure. In recalling suspended Bargaining Unit Members to vacancies, the Superintendent shall send the Bargaining Unit Member a written offer of employment by certified mail to the Bargaining Unit Member's most recent address on school records. It is the Bargaining Unit Member's obligation to keep his or her address and status of certification current on school district records. If the Bargaining Unit Member does not accept the offer in writing within ten (10) working days following the posting of the letter, then his or her name shall be removed from the recall list and the job shall be offered, in the same manner, to the next highest ranked Bargaining Unit Member on the RIF Rubric list who holds the necessary certification. Failure to accept a recall offer greater than or equal to the service time of the last held contract will be treated as a resignation by the Board.

2. No new Bargaining Unit Members will be employed by the Board while there are Bargaining Unit Members on the recall list who are certified/licensed for the vacancy. The recall period shall be limited to a period of two years for Bargaining Unit Members on the recall list with limited contracts and for an unlimited period of time for those with continuing contracts, until they refuse employment recall, are employed in another position, or retire under STRS.

3. A Bargaining Unit Member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status, with the same pay level and accumulation of sick leave, as he/she enjoyed at the time of layoff.

4. The Superintendent shall recall suspended Bargaining Unit Members to a vacancy in accordance with Ohio Revised Code.

CHAPTER 700
MISCELLANEOUS

ARTICLE 701
LESSON PLANS

Bargaining Unit Members will make out weekly lesson plans. However, it should be taken into consideration that these may be altered by schedule changes, school delays, emergency days, student progress and other unforeseen events that may change the amount of time spent in class. Lesson plans shall be readily available for a substitute teacher or at the request of the administrator.

ARTICLE 702
EXTRA-CURRICULAR ATTENDANCE

Bargaining Unit Members not directly involved in the extra-curricular activity shall be encouraged to attend all school functions, particularly graduation.

ARTICLE 703
VACANCIES AND TRANSFERS

A. Vacancies

1. A vacancy shall be defined as any regular teaching position or supplemental position, which the Superintendent determines to fill resulting from the creation of a new position, a transfer, a non-renewal, a termination, a resignation, or the death of an employee.

2. During the school year an email will be sent to all staff members regarding any vacancies. Bargaining Unit Members who are interested in the opening must submit to the Principal a written or electronic letter of application so that it is received within the posting period. Failure of the electronic mail system will not be considered a violation of this article.

3. During the summer months, when school is not in session, all employees shall be notified of all vacancies by phone and email. Additionally, all employees who noted on their intent form a desire to move to any positions where a vacancy is created shall be contacted directly by phone. No vacancies shall be filled until all interested employees, as indicated on their intent forms, have either declined or have been interviewed.

4. The posting period may be waived in case of emergencies when agreement is made by the Superintendent and TEA president as long as an attempt was made to contact all qualified candidates by phone.

5. Employees have five (5) calendar days to notify the building principal in writing that they wish to apply for the position. Applicants will be given an opportunity to interview for the position. The interview will be conducted within 5 working days of the initial contact by the superintendent or his designee at the convenience of both parties. All candidates shall receive notification of the hiring decision within ten (10) working days from the date of the last interview.

6. The Superintendent will select the applicant deemed most. The Superintendent has the final determination with regard to the posting and filling of vacancies.

B. Voluntary Transfers

1. Any employee may request a transfer of assignment by writing a letter to the Superintendent. A response to a request for transfer which is denied will be made in writing and will include an invitation to the employee to discuss the denial of such a transfer with the Superintendent.

2. In acting on requests for voluntary reassignment and/or transfer, criteria such as the following will be considered:

   a. Individual qualifications,

   b. Instructional requirements,

   c. Years of service in the Triad Local School System.

C. Involuntary Transfers

1. In the event that an involuntary transfer or change of assignment becomes necessary, the employee subject to transfer or reassignment will be given the opportunity to consult with the Superintendent regarding the reasons for the transfer. Notification of such transfer or reassignment will be made in writing as soon as practicable and, if possible, not later than the end of the school year. Included with the notification will be an invitation to discuss the reassignment with the Superintendent.

ARTICLE 704
LUNCH - DUTY FREE

A Bargaining Unit Member contracted to work at least 50% of a full-time contract day will be granted at least thirty (30) consecutive minutes for lunch each school day. No school activity shall be required during this period. A Bargaining Unit Member shall not leave the school building during this period unless he/she has first notified his/her principal or designee.

ARTICLE 705
PERSONNEL RECORD FILE

A. One (1) official file on all professional teaching staff members will be maintained in the Central Administration Office.

B. Personnel files are privileged information, but shall be open to inspection to a member of the public, the individual staff member, administrative personnel of the District, State Department of Education and authorized representatives of the employee, except as otherwise provided by law.

C. Any change in a staff member status shall be made part of the record. (Change of residence, marital status, degrees, hours of credit, etc.). It shall be the responsibility of the staff member to notify the office of any change and provide proof of such change, if necessary.

D. The Bargaining Unit Member concerned will receive a copy of all material that is placed in his/her file (marked copy) within a reasonable time. All documents placed in the file will be identifiable as to the source.

E. The Bargaining Unit Member may have the opportunity to reply to any material in his/her personnel file in a written statement to be attached to the copy.

F. Anonymous material shall not be placed in a staff member's file nor be made a matter of record.

G. Personnel record files shall include, but not be restricted to, the following:

1. Application for employment, including references
2. Contract and salary status
3. Valid teaching certificate
4. Official transcript
5. Final signed formal comprehensive written evaluation form
6. Military service and/or previous experience
7. Letters of recommendation or praise
8. Awards for professional or civic achievement

H. If an employee believes that material in his/her personnel file is obsolete, inaccurate, irrelevant, or incomplete, he/she has the right to petition the Superintendent for its removal in accordance with Ohio Rev. Code 1347.09.

I. The employee will be notified within five (5) work days if their file has been inspected.

J. When an employee inspects his or her file, it will require the presence of a member of the central office staff, superintendent or superintendent's designee.

ARTICLE 706
NEW BARGAINING UNIT MEMBER INFORMATION

Names and addresses of newly employed Bargaining Unit Members shall be provided to the Association upon request following Board approval of their contract.

ARTICLE 707
SCHOOL CALENDAR

The school calendar shall contain one hundred eighty-four (184) days for the Bargaining Unit Members. Thanksgiving and the following Friday are school holidays. Other vacation periods and the opening and closing of school will be discussed with the Association by the following method, prior to submitting the calendar to the Board for adoption:

1. A committee composed of the Superintendent, the building principals and the Association President shall compose at least 2 calendars.

2. These proposed calendars shall be submitted to the Association President by February 15.

3. The Association President will then submit the recommendation of the Association to the Superintendent by March 15.

4. The Superintendent shall submit the Association's recommendation to the Board for its consideration. The Board of Education shall determine the school calendar.

5. A two (2) year calendar is permissible.

ARTICLE 708
PROFESSIONAL COLLABORATION

Building principals may schedule weekly professional collaboration. Professional collaboration will be scheduled and announced at the beginning of the school year and shall only be modified with the agreement of the building leadership team unless considered an emergency situation as determined by the building principal. Professional collaboration shall be held immediately before or after the student school day and shall not exceed forty-five (45) minutes in duration. Bargaining Unit Members shall be required to attend professional collaboration meetings unless excused by the building principal. CEU's will be issued to all certified staff members by the last day of school for the total contact hours accumulated during the school year.

ARTICLE 709
TUITION REIMBURSEMENT

A. To be eligible for participation in the tuition reimbursement program, an employee must:

1. Not be on paid sick leave for one-half or more of the school days which occur between the day the class commences and the day of the final class, including both those days.

2. Take courses in the employee's actual teaching field of service, or which lead to additional certification, or in other areas approved in advance by the Superintendent.

3. Take courses from an institution accredited through accrediting commission charged with this responsibility based on the geographic location of the institution unless otherwise

approved by the Board.

4. Complete the course with a grade of B or better. A grade of P will be treated as meeting the requirement of a grade of B.

5. Remain an employee of the Board for the next full academic year following the completion of a course or refund the Board the tuition allowance received. (This refund can take place either by withholding from the Bargaining Unit Member's last check or by the Bargaining Unit Member paying the Treasurer directly).

B. Application shall be made and approval shall be obtained in the following manner:

1. Bargaining Unit Members must complete applications for tuition reimbursement to the Superintendent in advance of taking courses in order to be reimbursed upon completion of the course work.

2. Application shall be approved or disapproved by the Superintendent in order of dated application.

3. Reimbursement shall be limited to one course per quarter or semester with summer semesters remaining separate, and shall be paid at sixty percent (60%) of the cost of tuition. Reimbursement shall be capped at $24,000 for the fund.

   The phrase 'summer semesters' is not meant to imply any more than two separate and distinct time periods.

   A. For reimbursement to be considered for two courses taken within summer semesters, each course must commence and conclude prior to the start of the second course. If in the event a course runs concurrently with another course for whatever reason (i.e. staggered summer terms, staggered course beginnings, etc…), only one course will be considered for reimbursement.

   B. Courses with staggered starts that are offered through on-line services will be subject to the same criteria for concurrent running courses as stipulated above.

   C. District-offered professional development graduate courses that last longer than the traditional quarter/semester will be eligible for tuition reimbursement even though they may run concurrent with other courses.

4. Reimbursement may not be sought for courses for which reimbursement has already been paid through professional leave if the course was completely paid with a grant or fellowship. The remainder not covered by a grant or fellowship may be submitted for reimbursement at sixty percent (60%) of the amount paid by the Bargaining Unit Member.

5. Reimbursement will be made on tuition only.

6. To be eligible to advance on the salary schedule (150 semester hours/Master Degree/Masters +30), an official transcript showing semester hours must be received in the treasurer's office directly from the university no later than September 15th of the current school year. Any semester hours or degree changes received after the September 15th deadline will not go into effect until the next school year. Any pay increases, related to this article, after the start of the school year would be retroactive.

ARTICLE 710
LENGTH OF BARGAINING UNIT MEMBER DAY

The length of a Bargaining Unit Member's day shall not exceed seven hours and thirty minutes (7 hrs. 30 min.). However, the Association recognizes that Bargaining Unit Members have traditionally been required to perform some duties beyond the established work day and that Bargaining Unit Members will continue to perform such duties. Professional collaboration meetings shall not be counted in computing Bargaining Unit Member day.

ARTICLE 711
PLANNING AND CONFERENCE TIME

The schedule for each full-time equivalent classroom Bargaining Unit Member, who is assigned to a school with a Bargaining Unit Member day of six hours (6) or longer exclusive of the lunch period, shall include at least two hundred minutes per week for instruction planning and evaluation and conferences.

The schedule for each part-time Bargaining Unit Member shall include a prorated number of minutes per week for instructional planning and evaluation and conferences commensurate with their contract time.

Every reasonable effort shall be made by the Administration to avoid internal substitution. The Board and Administration recognize the importance of preparation time, etc., and will not ask a Bargaining Unit Member to give up a period unless it is necessary and unless that Bargaining Unit Member consents to the arrangement.

Those Bargaining Unit Members who volunteer for internal substitution in the event a substitute cannot be found, will be reimbursed $20.00 per class covered provided they turn in an Extra Duty Slip to their building principal at the end of each month. If more than one Bargaining Unit Member volunteers per period, a system of rotation will be set up to ensure that each Bargaining Unit Member gets equal opportunities to cover classes.

ARTICLE 712
SNOW/CALAMITY/ENERGY DAYS

Any day schools are closed by the Administration due to snow, or other inclement weather, calamity or energy reasons, Bargaining Unit Members shall not be required to report to their buildings.

When the Administration determines that a delay in the starting time is necessary, Bargaining Unit Members shall report no later than the time increment that the bargaining unit members' regular start time is delayed.

When the Administration determines that any early departure for health or safety reasons (e.g. snow, weather, calamity, energy) is warranted, Bargaining Unit Members shall not be required to remain more than fifteen (15) minutes following the departure of the last student, normally.

Teachers will not be required to make up the first five (5) calamity days. For calamity days six (6) through eight (8), teachers will be required to complete professional development activities. This professional development will be delivered electronically and although teachers will not be expected to report, they shall be required to complete professional development objectives. Beyond eight (8) calamity days or in the event calamity days are used early in the school year, the calendar committee will convene to discuss options for adding professional development or instructional time back to the calendar.

ARTICLE 713
NON-RESIDENT CERTIFIED EMPLOYEE-CHILDREN'S TUITION EXEMPTION

Children of non-resident certified employees of Triad Local Schools residing in districts other than the Triad Local School District shall first apply to attend Triad Local Schools pursuant to the Board's open enrollment policy. If application of open enrollment policy has expired or the applicant is denied due to open enrollment guidelines, the child of the non-resident certified employee of Triad Local Schools residing in districts other than the Triad Local School District shall both be allowed to attend and be exempt from paying tuition to Triad Local School District as a child following a teaching parent.

ARTICLE 714
SUPPLEMENTAL COMMITTEE RATE

Any unit member who works on a committee will be paid their per diem rate for mandatory work accomplished on a non-work day. This payment will be paid only for work assigned specifically in writing by the Superintendent prior to work being initiated by a member of the committee. By definition, any Bargaining Unit Member receiving supplemental contract pay for work outside of the contract day will not be eligible for per diem pay in addition to their approved supplemental pay.

ARTICLE 715
STIPEND PAY FOR SUPERVISOR-REQUESTED ACTIVITIES

1. A Bargaining Unit Member who accepts a request from a supervisor to participate in non-mandatory activities scheduled to last 3 or more *non-contractual* hours *shall* be paid a stipend. The stipend will be in the amount of $75 for activities that last from three to five hours on a single day. The stipend will be in the amount of $150 for activities that last more than five hours on a single day. Multiple day stipend compensation will be calculated based upon the hours expended, in accordance with the rates set forth above, and shall not exceed $150 per day.

2. To be eligible for a stipend, the Bargaining Unit Member must have obtained a written invitation to participate in the non-mandatory activity from his/her building principal ("Non-Mandatory Service Form" signed by the building principal) and must have accepted the invitation in writing by signing the form in advance of the date of the activity.

This article is not intended to expand upon or grant Bargaining Unit Member pay or reimbursement for any other duties or activities, including but not limited to: reimbursement associated with professional leave (mandatory or non-mandatory), compensation for extended non-work day committee work, or regular duties and/or job requirements.

CHAPTER 800
LEAVES

ARTICLE 801
PROFESSIONAL LEAVE

801.01 A Bargaining Unit Member may apply on forms approved by the Board for professional leave or through the Employee KIOSK and the district purchased substitute calling program (if required by principal). Upon the recommendation of the Superintendent, professional leave shall be granted for workshops, in-service, or seminars directly related to the individual professional development plan (IPDP) approved by the Local Professional Development Committee (LPDC), or state standards/state assessments. Part-time Bargaining Unit Members that receive superintendent-approved, mandatory professional leave shall by paid for a full day's work when attending sessions that last longer than their contracted time.

801.02 Bargaining Unit Members who are granted professional leave days shall receive their regular pay and may be reimbursed for their expenses up to the following limits:

a.	Lodging	$150.00
b.	Registration	$400.00
c.	Meals	$50.00 per day
d.	Mileage	*IRS rate (maximum of $150.00 per leave)

*Calculated from home or work, whichever is closer.

e. Bargaining Unit Members that receive superintendent-approved, mandatory professional leave shall have lodging and registration paid or reimbursed by the district at the total cost. Mileage on such mandatory professional leave shall be reimbursed at the IRS rate for total miles driven.

f. Meals purchased for meetings will only be reimbursed if they occur within the standard work day or are approved by the superintendent prior to purchase.

Prior approval for lodging reimbursement must be obtained from the Superintendent. In order to be reimbursed, a Bargaining Unit Member must present original, itemized receipts and a mileage statement to the Treasurer. Credit card statements and canceled checks may not be used as receipts. The district cannot reimburse for alcoholic beverages. Taxes will not be reimbursed except for hotel bed tax and sales tax associated with restaurant meals.

801.03 Bargaining Unit Members shall receive three (3) professional leave days per school year. No more than 10% of the Bargaining Unit Members (per high school, middle school or elementary school) may be on professional leave at one time. Conferences held on Saturday shall not require the use of a professional day, but reimbursement shall be paid for all expenses.

801.04 All professional leaves must receive prior approval from the Superintendent.

801.05 Any limits or requirements imposed by this Article may be waived by the Superintendent on an emergency basis.

ARTICLE 802
JURY/COURT LEAVE

802.01 A Bargaining Unit Member shall be entitled to leave without loss of pay for any time the Bargaining Unit Member is required to perform jury duty. If the Bargaining Unit Member is compensated by the court for jury duty, the Bargaining Unit Member is required to turn the entire amount of the cash with the voucher receipt or check stub over to the district in order to avoid a loss of pay. Bargaining Unit Members must apply for jury duty leave through the KIOSK and the district purchased substitute calling program (if required by principal).

802.02A A Bargaining Unit Member subpoenaed to appear as a witness or appearing as a party to a criminal trial or legal proceeding in relation to their role as an employee of the district shall be entitled to their regular rate of pay. All subpoenaed Bargaining Unit Members shall immediately advise the principal of the receipt of the subpoena.

ARTICLE 803
PERSONAL LEAVE

All Bargaining Unit Members shall be granted three (3) days of personal leave per year. After being provided twenty-four (24) hours notice, personal leave may be approved by the building principal. If more than 15% of the building's Bargaining Unit Members have been approved for leave at the time of the request, then the principal may deny the request. Personal leave may not be taken immediately before or after an extended break, which are Thanksgiving, Christmas, spring and summer break.

Exceptions may be approved by the principal.

Any unused personal leave days shall be added to the Bargaining Unit Member's sick leave balance at the end of each school year.

Bargaining Unit Members may use leave in half day segments. Request for personal leave shall be made twenty-four (24) hours in advance to the building principal. Bargaining Unit Members must apply for personal leave through the KIOSK and the district purchased substitute calling system (if required by the building principal).

ARTICLE 804
MATERNITY OR CHILD CARE LEAVE OF ABSENCE

The Board shall grant a leave of absence for maternity or child care, without pay, to any regularly employed staff member.

A. The employee may request a leave of absence without pay for the purpose of maternity or child care. The written request must be submitted to the Superintendent at least thirty (30) days prior to the start of the requested leave of absence except in emergency situations. The request shall state the anticipated length of absence desired by the employee.

B. The duration of maternity or child care leave of absence shall be no longer than one (1) year, but may be renewed by the Board upon request of the Bargaining Unit Member. The Bargaining Unit Member shall notify the Superintendent of intent to return from leave no later than July 10th, if the intent is to return for the ensuing school year. The right to return from leave other than the beginning of the school year or the date stated from section A shall be dependent upon an available opening in the Bargaining Unit Member's field of certification.

C. Maternity or child care leave requested and granted shall be curtailed or terminated if requested by the Bargaining Unit Member prior to the expiration of the full term for which the Board granted the leave in case of circumstances eliminating the necessity for such leave as soon as possible for which the Bargaining Unit Member is certified becomes available. When this transpires the Bargaining Unit Member must provide a statement from a physician that she is able to return to work.

D. Bargaining Unit Members shall have the right to continue to participate in all fringe benefit programs at the Bargaining Unit Member's expense during the leave period subject to approval of the carrier(s) involved.

E. The continuing contract status of any such employee shall not be adversely affected by maternity or child care leave, but the normal annual salary increment shall not be granted unless one hundred twenty (120) days of the contract have been fulfilled.

ARTICLE 805
ASSAULT LEAVE

A school employee may be absent from duty under provision of sick leave, personal leave and other types of leave provided by statute and other administrative procedures. In addition to the above, a school employee may also be absent from duty due to an assault which occurs in the course of employment

In order to qualify for assault leave, which shall not be charged against sick leave or against other leave granted under Section 3319.08 of the Ohio Revised Code, the following guidelines should be observed:

1. The incident, resulting in the absence due to the physical disability of the employee to perform the duties for which he/she has been employed, must have arisen out of a situation determined to have been within the scope of the employment with the Board.

2. The determination as to whether or not the physical disability is a result of an assault which occurred in the course of Board employment shall be made by the Board. However, the employee must secure certified data as to the injuries sustained from a person licensed to practice medicine if requested by the Board The Board shall pay a maximum of $250.00 for such examination.

3. If the preceding determinations are established to have been a physical disability resulting from an assault which occurred in the course of Board employment, the period of time the employee will be maintained on a full-pay status during the period of such absence shall be until the employee is eligible to return to duties similar to the duties the employee was employed for prior to the physical disability resulting from the assault or one of the following limiting factors:

   a. The end of the employee's limited term contract if within less than one (1) year from the date of the assault.

   b. The resignation of the employee prior to one (1) year from the date of the assault.

   c. The determination of the eligibility for Disability Retirement benefits by the retirement systems prior to one (1) year from the date of the assault.

   d. The termination of the contract between the employee and the Board by any other methods prior to one (1) year from the date of the assault.

4. The return of any employee on authorized assault leave to duty shall be predicted on the establishment of the employee of his/her fitness to return to duty following the same method assault leave was authorized in the first instance. The Board shall pay a maximum of $250.00 for such examination.

ARTICLE 806
SABBATICAL LEAVE

In accordance with the Ohio Revised Code 3319.131, the Bargaining Unit Members may apply to the Superintendent for a leave of absence for professional study or travel.

The request must be submitted in writing by March 1, of the school year prior to the requested leave. If approved by the Superintendent and the Board, the leave shall be subject to the following conditions:

1. A plan for professional growth must accompany the request, and evidence that the plan was followed must be presented following the absence.

2. Sabbatical leave shall be for one (1) or two (2) semesters.

3. Only one such leave may be granted for each five (5) years of service in the District. Five continuous years of service is required prior to the leave.

4. As a condition of the sabbatical, a Bargaining Unit Member must agree to teach in the District for at least three (3) years upon returning from the leave. Failure to fulfill this requirement would result in the employee repaying the cost of the Board's share of the insurance cost at the rate of the year the sabbatical was taken.

5. No more than five percent (5%) of the teaching staff may be granted sabbatical leave simultaneously.

6. No leave will be granted to an individual for a second time if other Bargaining Unit Members have filed a request for sabbatical leave.

7. Two semesters of sabbatical leave shall count as a year of credit for placement on the

salary schedule and for other purposes.

8. If the group policy permits, the Board shall pay the fringe benefit cost it would pay were the Bargaining Unit Member not on sabbatical leave.

9. Upon return, the sabbatical Bargaining Unit Member will be assigned to the same position held before taking the leave (if position is available). If that position is not available, the Bargaining Unit Member will be assigned to a position for which the Bargaining Unit Member is certified.

ARTICLE 807
FAMILY OR MEDICAL LEAVES OF ABSENCE

Notwithstanding anything to the contrary in the provisions of this Agreement, the Board and the Bargaining Unit Members covered by this Agreement shall each retain all of their respective rights and obligations under the Family and Medical Leave Act of 1993, as amended (FMLA). Family and medical leave for Bargaining Unit Members eligible for the same shall be governed by Board policy, as it may be amended from time to time. In accordance with Board policy, the 12-month period for family and medical leave shall be calculated on a "rolling" year basis, with the "rolling" 12-month period measured backward from the date a faculty member uses any FMLA leave, except in the case of covered service member leave, when the Board uses a rolling forward 12-month period. Bargaining Unit Members must apply for Family Medical Leave through the district-approved FMLA service provider.

CHAPTER 900
SALARY AND FRINGE BENEFITS

ARTICLE 901
SICK LEAVE

Bargaining Unit Members will be granted sick leave in accordance with Section 3319.141 of the Ohio Revised Code and the provisions of this Article. Bargaining Unit Members shall earn sick leave credit at the rate of one and one-quarter (1 ¼) days per month while under contract with the Board. Maximum annual accumulation is fifteen (15) days. A Bargaining Unit Member newly employed by the Triad Local School District will be credited for unused sick leave accumulated in Ohio public school employment. This shall be in keeping with ORC 3319.141 and necessary verification by the proper public agency. Sick leave shall be accumulated to a maximum of two hundred twenty-four (224) days.

A Bargaining Unit Member newly employed shall be credited five (5) days sick leave: however, maximum annual accumulation is fifteen (15) days.

Bargaining Unit Members must apply for sick leave through Kiosk and the district purchased substitute calling program (if required by principal). Bargaining Unit Members employed by the Board, upon approval of the Superintendent, may use sick leave for the following reasons limited to a total accumulation of unused sick leave:

1. Personal illness or injury.
2. Pregnancy or during the period of disability thereafter
3. Exposure to contagious disease
4. Illness, injury or death in the immediate family
5. Paternity

The immediate family is defined as spouse, children, stepchildren and parents, and foster children. Exceptions to this article may be granted by the Principal on a case-by-case basis. A Bargaining Unit Member may be granted additional days beyond the number of accumulated and use sick leave days upon recommendation of the Superintendent in keeping with provisions stated in Section 3319.08 of the Ohio Revised Code. Bargaining Unity Members who take ten (10) consecutive sick days or more shall submit a note from a physician.

ARTICLE 903
SALARY SCHEDULE AND
JOB CLASSIFICATION FOR UNIT MEMBERS

Bargaining Unit Member placement on a particular step of the salary schedule shall be based on Section 3317.13 of the Ohio Revised Code.

ARTICLE 904
HEALTH INSURANCE

The Board shall purchase from a carrier licensed by the State of Ohio, basic hospital/surgical and major medical insurance coverage in accordance with the plan approved by the Board and reviewed with the district insurance committee for each member of the bargaining unit who elects either family or single coverage. For those employees who choose coverage, the Board will pay the following portion of the premium:

Plan 1	Single – 75%	Family – 70%
Plan 2	Single – 73%	Family – 68%

The Board will hold an insurance committee meeting which will include an equal number of TEA and district representatives in order to discuss changes to insurance coverage and a Health Savings Account (HSA) Memorandum of Understanding (MOU) with the Association.

Employees who work thirty (30) hours per week or more shall be eligible for health care coverage.

Article 904.1 -- Flexible Spending Account - FSA
The Board shall establish pre-tax flexible spending accounts (FSA) for employees to help off-set IRS approved expenses.

Vision

The Board shall provide 100% paid single vision insurance for Bargaining Unit Members. The member who selects the family vision insurance plan shall pay the difference between the single vision insurance plan and the family vision insurance plan.

Dental

The Board shall provide 50% paid dental insurance for Bargaining Unit Members.

ARTICLE 905
SECTION 125 PLAN

The Board will implement a Section 125 Plan under the Internal Revenue Code. Any administrative costs will be paid by the Board.

ARTICLE 906
LIFE INSURANCE

The Board agrees to pay the full cost of $50,000 term group life insurance policy for each Bargaining Unit Member.

ARTICLE 907
MILEAGE

Bargaining Unit Members shall be reimbursed for the use of their private vehicle while on school business or on prior approved professional leave. This reimbursement shall be at the current IRS rate per mile not to exceed a total of $80.00 per leave, unless otherwise approved by the Board. (Reference Article 801.02 e.)

ARTICLE 908
SEVERANCE PAY AT TIME OF RETIREMENT

One (1) day severance pay shall be awarded to employees for each four (4) days of sick leave accumulated to a maximum of fifty-six (56) days. Severance pay shall be calculated based upon the employee's per diem rate in effect at the time of retirement. Employees must be employed by the Triad Local School District for not less than five (5) consecutive years immediately preceding retirement to be eligible for severance pay. The employee must apply in writing to the treasurer within ninety (90) days of the last day of work.

In lieu of paying severance as a cash payment directly to the employee if the employee is age fifty-five (55) or older, the District shall make the severance payment to 403b Accumulated Leave Plan at the time of retirement as per groups defined in the adoption agreement of the Accumulated Leave Plan. The employee shall have no option to elect otherwise. If the employee is under the age of fifty-five (55), a check will be processed for the amount of the severance. Severance can only be paid one time; however, if the employee is age fifty-five (55) or older and the severance amount to be paid exceeds the IRS 403b annual contribution limits, the maximum IRS permitted 403b contribution shall be paid to the 403b plan in the calendar year of the retirement and the remaining severance amount shall be paid to the 403b plan in the next calendar year. The employee shall have no option to elect otherwise.

ARTICLE 909
BARGAINING UNIT MEMBER RETIREMENT

A. For purposes of this Article, total annual salary per pay period for each employee shall be the salary otherwise payable under this Agreement and applicable Board policies. The total annual salary per pay period of each employee shall be payable by the Board in two parts:

   1. Deferred salary
   2. Cash salary

   An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System ("STRS") to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pickup" of the STRS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary per pay period less the amount of pickup for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Board's total combined expenditures for and applicable Board policies (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary including the "pickup". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of "pickup". The Board shall report for municipal income tax purposes as an employee's gross income as reported to the respective taxing authorities.

C. The "pickup" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

D. The "pickup" shall apply to all payroll payments.

ARTICLE 910
SALARY SCHEDULE

Bargaining Unit Members' salaries shall be paid according to the salary schedules listed as part of this agreement.

ARTICLE 911
SUPPLEMENTAL SCHEDULE

Bargaining Unit Members shall be compensated for multiple season supplemental duties three (3) times per year, for which they are employed in accordance with the salary schedules attached to this Agreement. Seasonal supplemental duties shall be paid at the end of the responsibilities associated with the supplemental contract and subject to Article 503.05. The Board of Education need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy.

Years worked in the same unit *and activity* will accrue as experience, regardless of the grade/skill level.

Drop in the unit level within the same activity will maintain years of experience.

All positions must be filled *within the same activity* before volunteer positions will be considered.

ARTICLE 912
SCHOOL SPONSORED DETENTION

School sponsored detention shall be paid at the rate of twenty dollars ($20.00) per hour.

Each Bargaining Unit Member shall be offered the opportunity to teach a school sponsored detention. If more than one member of the bargaining unit wishes to teach a school sponsored detention, then the position shall be offered on a rotating basis to the most senior Bargaining Unit Member first.

No person outside the bargaining unit shall be offered the position of a school sponsored detention before any member of the bargaining unit.

ARTICLE 913
BEREAVEMENT LEAVE

In the case of death in the immediate family the Bargaining Unit Member may be granted, upon request, up to three (3) days of bereavement leave per occurrence to make arrangements and to take care of related matters. Employee will provide the name of deceased relative and his/her relationship to the Bargaining Unit Member with the leave application. If more time is needed, Bargaining Unit Member may request the use sick leave. The immediate family is defined as spouse, children, stepchildren, father, mother, brother, sister, half brother, half sister, stepbrother, stepsister, son, daughter, wife, husband, grandmother, grandfather, grandson, granddaughter, grandmother-in-law, grandfather-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, foster child, legal guardian, or foster or step-parents of the said Bargaining Unit Member in the case of death. Employee will provide name of deceased relative and his/her relationship to the bargaining unit member with the leave application. Exceptions to this article may be granted by the

Principal on a case-by-case basis.

ARTICLE 914
TUTORS

All paid tutoring and the learning-based credit-flexibility positions shall be posted electronically on the district website. An email and an automated phone call will also be sent to all Bargaining Unit Members. Bargaining Unit Members who are interested in the tutoring position must submit a written or electronic letter to the Superintendent within 48 hours of the email being sent. Hiring will be based on applicants' skill, qualifications, and experience. If documentation demonstrates all of these factors be equal, then seniority will also be considered. Tutor and the learning-based credit-flexibility pay is twenty dollars ($20.00) per hour and require approval of building principal and superintendent. The maximum learning-based credit-flexibility position will be compensated is five (5) hours unless preapproved for additional time by the superintendent.

ARTICLE 915
RETIRE/REHIRE

There shall be no expectation that any retired teacher, whether formerly an employee of the Triad Local Schools or not, will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the district and the qualifications of the candidate, and no reason will be given for declining to offer such employment to a retiree. A Bargaining Unit Member retired from a public sector retirement system ("reemployed retiree") may be re-employed under the following conditions:

1. The reemployed retiree will be paid at the lowest step on the scale according to the current contract.

2. The Board will provide health insurance coverage for the reemployed retiree only if STRS rules so require. If the reemployed employee is less than full-time, health insurance will be provided as provided to other teachers who are less than full-time.

3. Reemployed retirees shall not be eligible to receive any severance pay or any retirement incentive upon leaving employment with the Board.

4. Reemployed retirees shall be provided with a one-year limited teaching contract.

5. As with any teacher on a limited contract, the reemployed retiree shall be observed and evaluated as required by statute.

6. At the conclusion of the one-year limited contract, the reemployed retiree shall be non-renewed.

ARTICLE 916
MANDATORY BACKGROUND CHECKS

The Board shall pay for the cost of all BCI&I and FBI background checks when necessary for educational license.

ARTICLE 917
GRANT FUNDED STIPENDS

Compensation for duties that are in addition to regular teaching duties may be paid with available grant funds. These stipends shall be determined by the grant administrator. These stipends shall not be used to replace or create teaching positions.

CHAPTER 1000
TERMS OF AGREEMENT

ARTICLE 1001
ENTIRE AGREEMENT

This contract supersedes and cancels all previous agreements.

ARTICLE 1002
DURATION

This agreement shall remain in full force and effect for three (3) years, through and including June 30, 2019. The current agreement language items will not be subject to bargaining until June 30, 2019 unless mutually agreed upon by both parties. The Board recognizes that the Association shall be given an opportunity to bargain about the effect(s) of any management right decisions which affect wages, hours, terms and conditions of employment during the term of this contract.

Signed by authorized representations of the parties this19th day of May, 2016.

Triad Local School District
Board of Education

By:

Triad Education Association

TRIAD LOCAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE AND INDEX

1.5% increase on the base for 2016-17

Bargaining Unit Members shall move one step annually.

In addition, Bargaining Unit Members may recover two steps for 2016-17 and one step for 2017-18.

Bargaining Unit Members shall not recover more steps than they had frozen while employed at Triad.

2016-2017

FY17 Base Salary +1.5% $33,548.59

Step		BA		BA150		MA		MA/30
0	1.000	$33,548.59	1.038	$34,823.44	1.095	$36,735.71	1.152	$38,647.98
1	1.038	$34,823.44	1.081	$36,266.03	1.143	$38,346.04	1.205	$40,426.05
2	1.076	$36,098.28	1.124	$37,708.62	1.191	$39,956.37	1.258	$42,204.13
3	1.114	$37,373.13	1.167	$39,151.21	1.239	$41,566.71	1.311	$43,982.20
4	1.152	$38,647.98	1.210	$40,593.80	1.287	$43,177.04	1.364	$45,760.28
5	1.190	$39,922.82	1.253	$42,036.39	1.335	$44,787.37	1.417	$47,538.35
6	1.228	$41,197.67	1.296	$43,478.98	1.383	$46,397.70	1.470	$49,316.43
7	1.266	$42,472.52	1.339	$44,921.56	1.431	$48,008.04	1.523	$51,094.51
8	1.304	$43,747.36	1.382	$46,364.15	1.479	$49,618.37	1.576	$52,872.58
9	1.342	$45,022.21	1.425	$47,806.74	1.527	$51,228.70	1.629	$54,650.66
10	1.380	$46,297.06	1.468	$49,249.33	1.575	$52,839.03	1.682	$56,428.73
11	1.418	$47,571.90	1.511	$50,691.92	1.623	$54,449.36	1.735	$58,206.81
12	1.456	$48,846.75	1.554	$52,134.51	1.671	$56,059.70	1.788	$59,984.88
13	1.494	$50,121.60	1.597	$53,577.10	1.719	$57,670.03	1.841	$61,762.96
14	1.494	$50,121.60	1.597	$53,577.10	1.719	$57,670.03	1.841	$61,762.96
15	1.532	$51,396.44	1.640	$55,019.69	1.767	$59,280.36	1.894	$63,541.03
16	1.532	$51,396.44	1.640	$55,019.69	1.767	$59,280.36	1.894	$63,541.03
17	1.532	$51,396.44	1.640	$55,019.69	1.815	$60,890.69	1.947	$65,319.11
18	1.570	$52,671.29	1.683	$56,462.28	1.815	$60,890.69	1.947	$65,319.11
19	1.570	$52,671.29	1.683	$56,462.28	1.815	$60,890.69	1.947	$65,319.11
20	1.608	$53,946.14	1.726	$57,904.87	1.863	$62,501.03	2.000	$67,097.18
21	1.608	$53,946.14	1.726	$57,904.87	1.863	$62,501.03	2.000	$67,097.18
22	1.646	$55,220.98	1.769	$59,347.46	1.911	$64,111.36	2.053	$68,875.26
23	1.646	$55,220.98	1.769	$59,347.46	1.911	$64,111.36	2.053	$68,875.26
24	1.646	$55,220.98	1.769	$59,347.46	1.911	$64,111.36	2.053	$68,875.26
25	1.684	$56,495.83	1.812	$60,790.05	1.959	$65,721.69	2.106	$70,653.33
26	1.684	$56,495.83	1.812	$60,790.05	1.959	$65,721.69	2.106	$70,653.33
27	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
28	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
29	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
30	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
31	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
32	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
33	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
34	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
35	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
36	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
37	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
38	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
39	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41
40	1.722	$57,770.68	1.855	$62,232.64	2.007	$67,332.02	2.159	$72,431.41

TRIAD LOCAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE AND INDEX

1.5% increase on the base for 2017-18

Bargaining Unit Members shall move one step annually.

In addition, Bargaining Unit Members may recover two steps for 2016-17 and one step for 2017-18.

Bargaining Unit Members shall not recover more steps than they had frozen while employed at Triad.

2017-2018

FY18 Base Salary +1.5% $34,051.82

Step		BA		BA150		MA		MA/30
0	1.000	$34,051.82	1.038	$35,345.79	1.095	$37,286.74	1.152	$39,227.70
1	1.038	$35,345.79	1.081	$36,810.02	1.143	$38,921.23	1.205	$41,032.44
2	1.076	$36,639.76	1.124	$38,274.25	1.191	$40,555.72	1.258	$42,837.19
3	1.114	$37,933.73	1.167	$39,738.47	1.239	$42,190.20	1.311	$44,641.94
4	1.152	$39,227.70	1.210	$41,202.70	1.287	$43,824.69	1.364	$46,446.68
5	1.190	$40,521.67	1.253	$42,666.93	1.335	$45,459.18	1.417	$48,251.43
6	1.228	$41,815.63	1.296	$44,131.16	1.383	$47,093.67	1.470	$50,056.18
7	1.266	$43,109.60	1.339	$45,595.39	1.431	$48,728.15	1.523	$51,860.92
8	1.304	$44,403.57	1.382	$47,059.62	1.479	$50,362.64	1.576	$53,665.67
9	1.342	$45,697.54	1.425	$48,523.84	1.527	$51,997.13	1.629	$55,470.41
10	1.380	$46,991.51	1.468	$49,988.07	1.575	$53,631.62	1.682	$57,275.16
11	1.418	$48,285.48	1.511	$51,452.30	1.623	$55,266.10	1.735	$59,079.91
12	1.456	$49,579.45	1.554	$52,916.53	1.671	$56,900.59	1.788	$60,884.65
13	1.494	$50,873.42	1.597	$54,380.76	1.719	$58,535.08	1.841	$62,689.40
14	1.494	$50,873.42	1.597	$54,380.76	1.719	$58,535.08	1.841	$62,689.40
15	1.532	$52,167.39	1.640	$55,844.98	1.767	$60,169.57	1.894	$64,494.15
16	1.532	$52,167.39	1.640	$55,844.98	1.767	$60,169.57	1.894	$64,494.15
17	1.532	$52,167.39	1.640	$55,844.98	1.815	$61,804.05	1.947	$66,298.89
18	1.570	$53,461.36	1.683	$57,309.21	1.815	$61,804.05	1.947	$66,298.89
19	1.570	$53,461.36	1.683	$57,309.21	1.815	$61,804.05	1.947	$66,298.89
20	1.608	$54,755.33	1.726	$58,773.44	1.863	$63,438.54	2.000	$68,103.64
21	1.608	$54,755.33	1.726	$58,773.44	1.863	$63,438.54	2.000	$68,103.64
22	1.646	$56,049.30	1.769	$60,237.67	1.911	$65,073.03	2.053	$69,908.39
23	1.646	$56,049.30	1.769	$60,237.67	1.911	$65,073.03	2.053	$69,908.39
24	1.646	$56,049.30	1.769	$60,237.67	1.911	$65,073.03	2.053	$69,908.39
25	1.684	$57,343.26	1.812	$61,701.90	1.959	$66,707.52	2.106	$71,713.13
26	1.684	$57,343.26	1.812	$61,701.90	1.959	$66,707.52	2.106	$71,713.13
27	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
28	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
29	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
30	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
31	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
32	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
33	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
34	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
35	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
36	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
37	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
38	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
39	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88
40	1.722	$58,637.23	1.855	$63,166.13	2.007	$68,342.00	2.159	$73,517.88

TRIAD LOCAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE AND INDEX
1.5% increase on the base for 2018-19
Bargaining Unit Members shall move one step annually.
2018-2019
FY19 Base Salary +1.5% $34,562.60

Step	BA		BA150		MA		MA/30	
0	1.000	$34,562.60	1.038	$35,875.98	1.095	$37,846.05	1.152	$39,816.12
1	1.038	$35,875.98	1.081	$37,362.17	1.143	$39,505.05	1.205	$41,647.93
2	1.076	$37,189.36	1.124	$38,848.36	1.191	$41,164.06	1.258	$43,479.75
3	1.114	$38,502.74	1.167	$40,334.55	1.239	$42,823.06	1.311	$45,311.57
4	1.152	$39,816.12	1.210	$41,820.75	1.287	$44,482.07	1.364	$47,143.39
5	1.190	$41,129.49	1.253	$43,306.94	1.335	$46,141.07	1.417	$48,975.20
6	1.228	$42,442.87	1.296	$44,793.13	1.383	$47,800.08	1.470	$50,807.02
7	1.266	$43,756.25	1.339	$46,279.32	1.431	$49,459.08	1.523	$52,638.84
8	1.304	$45,069.63	1.382	$47,765.51	1.479	$51,118.09	1.576	$54,470.66
9	1.342	$46,383.01	1.425	$49,251.71	1.527	$52,777.09	1.629	$56,302.48
10	1.380	$47,696.39	1.468	$50,737.90	1.575	$54,436.10	1.682	$58,134.29
11	1.418	$49,009.77	1.511	$52,224.09	1.623	$56,095.10	1.735	$59,966.11
12	1.456	$50,323.15	1.554	$53,710.28	1.671	$57,754.10	1.788	$61,797.93
13	1.494	$51,636.52	1.597	$55,196.47	1.719	$59,413.11	1.841	$63,629.75
14	1.494	$51,636.52	1.597	$55,196.47	1.719	$59,413.11	1.841	$63,629.75
15	1.532	$52,949.90	1.640	$56,682.66	1.767	$61,072.11	1.894	$65,461.56
16	1.532	$52,949.90	1.640	$56,682.66	1.767	$61,072.11	1.894	$65,461.56
17	1.532	$52,949.90	1.640	$56,682.66	1.815	$62,731.12	1.947	$67,293.38
18	1.570	$54,263.28	1.683	$58,168.86	1.815	$62,731.12	1.947	$67,293.38
19	1.570	$54,263.28	1.683	$58,168.86	1.815	$62,731.12	1.947	$67,293.38
20	1.608	$55,576.66	1.726	$59,655.05	1.863	$64,390.12	2.000	$69,125.20
21	1.608	$55,576.66	1.726	$59,655.05	1.863	$64,390.12	2.000	$69,125.20
22	1.646	$56,890.04	1.769	$61,141.24	1.911	$66,049.13	2.053	$70,957.02
23	1.646	$56,890.04	1.769	$61,141.24	1.911	$66,049.13	2.053	$70,957.02
24	1.646	$56,890.04	1.769	$61,141.24	1.911	$66,049.13	2.053	$70,957.02
25	1.684	$58,203.42	1.812	$62,627.43	1.959	$67,708.13	2.106	$72,788.84
26	1.684	$58,203.42	1.812	$62,627.43	1.959	$67,708.13	2.106	$72,788.84
27	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
28	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
29	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
30	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
31	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
32	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
33	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
34	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
35	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
36	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
37	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
38	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
39	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65
40	1.722	$59,516.80	1.855	$64,113.62	2.007	$69,367.14	2.159	$74,620.65

TRIAD LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2016-2017, 2017-2018, 2018-2019 SCHOOL YEARS
Calculated on a Base Salary of $33,053

Exp	Unit 01	Unit 02	Unit 03	Unit 04	Unit 05	Unit 06	Unit 07	Unit 08	Unit 09	Unit 10	Unit 11	Unit 12
0	0.2	0.13	0.1	0.09	0.08	0.07	0.06	0.05	0.04	0.03	0.02	0.01
	$6,401	$4,297	$3,305	$2,975	$2,644	$2,314	$1,983	$1,653	$1,322	$992	$661	$331
1	0.22	0.143	0.11	0.099	0.088	0.077	0.066	0.055	0.044	0.033	0.022	0.011
	$7,041	$4,727	$3,636	$3,272	$2,909	$2,545	$2,144	$1,818	$1,454	$1,091	$727	$364
2	0.24	0.156	0.12	0.108	0.096	0.084	0.072	0.06	0.048	0.036	0.024	0.012
	$7,681	$5,156	$3,966	$3,570	$3,173	$,2776	$2,339	$1,983	$1,587	$1,190	$793	$397
3	0.26	0.169	0.13	0.117	0.104	0.091	0.078	0.065	0.052	0.039	0.026	0.013
	$8,321	$5,586	$4,297	$3,867	$3,437	$3,008	$2,534	$2,148	$1,719	$1,289	$859	$430
4	0.3	0.182	0.14	0.126	0.112	0.098	0.084	0.07	0.056	0.042	0.028	0.014
	$9,601	$6,016	$4,627	$4,165	$3,702	$3,239	$2,729	$2,314	$1,851	$1,388	$925	$463
5	0.31	0.195	0.15	0.135	0.12	0.105	0.09	0.075	0.06	0.045	0.03	0.015
	$9,921	$6,445	$4,958	$4,462	$3,966	$3,471	$2,924	$2,479	$1,983	$1,487	$992	$496

Athletic Supplementals	Unit No.
01. Baseball – Head Coach	03
02. Baseball – Assistant	07
03. Basketball – Head Coach	02
04. Basketball – Assistant	03
05. Basketball – Freshmen	07
06. Basketball – 8th Grade	07
07. Basketball – 7th Grade	07
08. Cheerleading – Basketball Varsity	09
09. Cheerleading – Basketball Junior Varsity	10
10. Cheerleading – Basketball Middle School	11
11. Cheerleading – Football Varsity	09
12. Cheerleading Football Middle School	11
13. Cross Country – Head Coach	05
14. Cross Country – Assistant	09
15. Football – Head Coach	02
16. Football – Assistant	03
17. Football – Middle School	06
18. Football – Middle School Assistant	10
19. Golf – Coach	03
20. Soccer – Head Coach	07
21. Softball – Head Coach	03
22. Softball – Assistant	07
23. Track & Field – Head Coach	03
24. Track & Field – Assistant	07
25. Track & Field – Middle School	07
26. Track & Field – Middle School Assistant	10
27. Volleyball – Head Coach	03
28. Volleyball – Assistant	07
29. Volleyball – Freshmen	07
30. Volleyball – 8th Grade	07
31. Volleyball – 7th Grade	07
32. Weightlifting	08
33. Wrestling – Head Coach	04
34. Wrestling – Assistant	07
35. Wrestling – Middle School	09
36. Wrestling – Middle School Assistant	10

Non-Athletic Supplementals	Unit No.
37. 8th Grade Tour Organizer	11
38. Academic Quiz Bowl Advisor	10
39. Activities Manager – Middle School	08
40. Auxiliary Instructor (Majorettes)	10
41. Building Leadership Team	10
42. Class Advisor – Freshman	11
43. Class Advisor – Sophomore	11
44. Class Advisor – Junior	07
45. Class Advisor – Senior	10
46. CPR Instructor	12
47 Director of Plays	07
48 Director of Plays – Assistant	10
49 Science Club Advisor	11
50 Foreign Language Club Advisor	10
51. Mock Trial Advisor	11
52. Music Director – Instrumental	05
53. Music Director – Instrumental Assistant	10
54. Music Director – Pep Band	09
55. Music Director – Vocal	09
56. National Honor Society – High School	11
57. National Honor Society – Middle School	11
58. Newspaper Advisor	11
59. Power of the Pen	10
60. SADD Advisor	11
61 Safety Patrol – Elementary	09
62. School Literary Magazine Advisor	12
63. Student Council – High School	07
64. Student Council – Middle School	09
65. Teacher Mentor	11
66. Yearbook Advisor – High School	06
67. Yearbook Advisor – Middle School	10

TRIAD LOCAL SCHOOLS – TRIAD EDUCATION ASSOCIATION

GRIEVANCE REPORT

Name of Grievant _____ **Date Filed** _____

A. Date of Incident giving rise to grievance: _____

B. Was this problem discussed at the Informal Level? Yes _____ No _____

With whom? _____ Date: _____

C. 1. Statement of Grievance: (Facts upon with complaint is based and the specific provisions alleged to be violated.)

_____
_____
_____
_____
_____
_____
_____

2. Relief Sought:

_____
_____
_____
_____

Signature of Grievant _____ **Date** _____

D. Disposition of Building Principal:

_____
_____
_____
_____

Signature of Building Principal _____ **Date** _____

APPEALED TO LEVEL 2

Signature of Grievant _____ **Date** _____

********** **LEVEL2** **********

A. Date Received by Superintendent or Designee

B. Hearing held? Yes _____ No _____ Date: _____

C. Disposition of Superintendent or Designee:

_____
_____
_____
_____

Superintendent / Designee Signature _____ **Date** _____

CHECK APPROPRIATE RESPONSE:

_____ **Accepted by Grievant**

_____ **Not Accepted by Grievant; Appealed to Level 3 Arbitration**

Signature of Grievant _____ **Date** _____

FOCUSED SICK LEAVE DONATION AUTHORIZATION

This Agreement and Memorandum of Understanding ("Agreement") is between the Triad Local School District Board of Education ("the Board"), and the Triad Education Association ("TEA") to supplement the collective bargaining agreement between these dates: _____ to _____ ("CBA") and to supersede any contrary provisions of the CBA. The parties agree as follows:

1. This memoranda is an addendum to the current _____ to _____ working agreement between the Board and the TEA for the sole purpose of providing Triad Local School District employees the opportunity to make a onetime donation of sick leave to the sick leave account associated with the Triad employee _____ based on the following provision:

2. The sick leave donations shall be used solely by _____ . This memorandum of understanding ("MOU") will expire on _____.

3. Any employee covered under the current agreement between the TEA and the Board is eligible to participate. No employee shall be expected to donate leave and all leave donations shall remain confidential.

4. An employee shall have a minimum of 45 days of accumulated leave before he/she is eligible to donate leave to _____.

5. Donations of sick leave to _____ shall be made in writing or through electronic communication to the Treasurer. Donations may be made on a onetime basis between _____ and _____ to be posted to _____'s sick leave account as they are submitted. An employee may donate a maximum of 5 days of leave in whole day increments during the donation window. A maximum of 20 donated days shall be credited to the _____ contract year. No further offers to donate sick leave will be accepted after _____.

6. The nature of _____'s current medical situation must be documented by a licensed physician to limit the employee to perform functions outlined in the Board approved job description.

The duly authorized representatives of the Board and the TEA have executed this MOU on the date set forth by each name, and it shall be effective upon signature of all parties.

FOR THE TRIAD EDUCATION ASSOCIATION:

_____ _____

TEA Officer Date

FOR THE TRIAD BOARD OF EDUCATION:

_____ _____

Superintendent Date

Continuing Contract Waiver Form

Name: _____ Date Submitted: _____

Building: _____ Position: _____

I hereby waive my right to be considered for a continuing contract at this time.

I understand that I must notify my immediate supervisor by September 1st of the last year of my limited contract if I wish to be considered for a continuing contract in the future.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Superintendent Signature: _____ Date: _____

Signed copy shall be returned to employee within 10 working days

Reduction in Force Rubric – Category A

Name: Date:

Location:

Assignment:

Administrator Completing Rubric:

Directions: Using your most recent formal OTES evaluation, check the tally box for the appropriate score level for each of the twelve categories. Then fill in the appropriate point total in the total point column and calculate the total in its corresponding box.

CATEGORY #	CRITERIA AND MEASURE	POINT VALUE	TALLY	TOTAL PTS.
	TEACHER EVALUATION			
1	Teacher evaluation Focus For Learning Score Accomplished	5 pts.		
	Teacher evaluation Focus For Learning Score Skilled	3 pts.		
	Teacher evaluation Focus For Learning Score Developing	1 pt.		
	Teacher evaluation Focus For Learning Score Ineffective	-1 pt.		
2	Teacher evaluation Assessment Data Score Accomplished	5 pts.		
	Teacher evaluation Assessment Data Score Skilled	3 pts.		
	Teacher evaluation Assessment Data Score Developing	1 pt.		
	Teacher evaluation Assessment Data Score Ineffective	-1 pt.		
3	Teacher evaluation Prior Content Knowledge Score Accomplished	5 pts.		
	Teacher evaluation Prior Content Knowledge Score Skilled	3 pts.		
	Teacher evaluation Prior Content Knowledge Score Developing	1 pt.		
	Teacher evaluation Prior Content Knowledge Score Ineffective	-1 pt.		
4	Teacher evaluation Knowledge of Students Score Accomplished	5 pts.		
	Teacher evaluation Knowledge of Students Score Skilled	3 pts.		
	Teacher evaluation Knowledge of Students Score Developing	1 pt.		
	Teacher evaluation Knowledge of Students Score Ineffective	-1 pt.		
5	Teacher evaluation Lesson Delivery Score Accomplished	5 pts.		
	Teacher evaluation Lesson Delivery Score Skilled	3 pts.		
	Teacher evaluation Lesson Delivery Score Developing	1 pt.		
	Teacher evaluation Lesson Delivery Score Ineffective	-1 pt.		
6	Teacher evaluation Differentiation Score Accomplished	5 pts.		
	Teacher evaluation Differentiation Score Skilled	3 pts.		
	Teacher evaluation Differentiation Score Developing	1 pt.		
	Teacher evaluation Differentiation Score Ineffective	-1 pt.		
7	Teacher evaluation Resources Score Accomplished	5 pts.		
	Teacher evaluation Resources Score Skilled	3 pts.		
	Teacher evaluation Resources Score Developing	1 pt.		
	Teacher evaluation Resources Score Ineffective	-1 pt.		
8	Teacher evaluation Classroom Environment Score Accomplished	5 pts.		
	Teacher evaluation Classroom Environment Score Skilled	3 pts.		
	Teacher evaluation Classroom Environment Score Developing	1 pt.		
	Teacher evaluation Classroom Environment Score Ineffective	-1 pt.		

Reduction in Force Rubric – Category A

9	Teacher evaluation Assessment of Learning Score Accomplished	5 pts.		
	Teacher evaluation Assessment of Learning Score Skilled	3 pts.		
	Teacher evaluation Assessment of Learning Score Developing	1 pt.		
	Teacher evaluation Assessment of Learning Score Ineffective	-1 pt.		
10	Teacher evaluation Professional Responsibilities Score Accomplished	5 pts.		
	Teacher evaluation Professional Responsibilities Score Skilled	3 pts.		
	Teacher evaluation Professional Responsibilities Score Developing	1 pt.		
	Teacher evaluation Professional Responsibilities Score Ineffective	-1 pt.		
			Subtotal	
11	**PROFESSIONAL STANDARDS AND CONDUCT**			
	Documented formal suspension from teaching duties within the past 5 years.	-4 pts each		
	Documented violation of professional conduct rules within the past 5 years.	-3 pts each.		
	Official written reprimand placed in teacher file within the past 3 years	-2 pts. each		
	Written reprimand placed in teacher file within the past 2 years	-1 pt. each		
			Subtotal	
12	**EDUCATIONAL LICENSE AND CREDENTIALS**			
	Highly Qualified in Subject Matter of Instruction	1 pt.		
	Advanced Degree – MA/MS	2 pts.		
			Subtotal	
			TOTAL	
		Percentage = Total + 53		

A signature on this rubric indicates that the Bargaining Unit Member and the Administrator have reviewed this rubric together and are in agreement with the data that has been recorded. It is understood that the information from this RIF rubric will be used by the Superintendent's office to compile the Reduction in Force Ranking.

	School Year Where this Rubric Applies		
Administrator Signature:		Date:	
Bargaining Unit Member Signature:		Date:	

Reduction in Force Rubric – Category B

Name: Date:

Location:

Assignment:

Administrator Completing Rubric:

Directions: Using your most recent formal evaluation, check the tally box for the appropriate score level for each of the six categories. Then fill in the appropriate point total in the total point column and calculate the total in its corresponding box.

CATEGORY #	CRITERIA AND MEASURE	POINT VALUE	TALLY	TOTAL PTS.
	TEACHER EVALUATION			
1	Teacher evaluation Domain I Score Accomplished	5 pts.		
	Teacher evaluation Domain I Score Skilled	3 pts.		
	Teacher evaluation Domain I Score Developing	1 pt.		
	Teacher evaluation Domain I Score Ineffective	-1 pt.		
2	Teacher evaluation Domain II Score Accomplished	5 pts.		
	Teacher evaluation Domain II Score Skilled	3 pts.		
	Teacher evaluation Domain II Score Developing	1 pt.		
	Teacher evaluation Domain II Score Ineffective	-1 pt.		
3	Teacher evaluation Domain III Score Accomplished	5 pts.		
	Teacher evaluation Domain III Score Skilled	3 pts.		
	Teacher evaluation Domain III Score Developing	1 pt.		
	Teacher evaluation Domain III Score Ineffective	-1 pt.		
4	Teacher evaluation Domain IV Score Accomplished	5 pts.		
	Teacher evaluation Domain IV Score Skilled	3 pts.		
	Teacher evaluation Domain IV Score Developing	1 pt.		
	Teacher evaluation Domain IV Score Ineffective	-1 pt.		
			Subtotal	
5	**PROFESSIONAL STANDARDS AND CONDUCT**			
	Documented formal suspension from teaching duties within the past 5 years.	-4 pts each		
	Documented violation of professional conduct rules within the past 5 years.	-3 pts each.		
	Official written reprimand placed in teacher file within the past 3 years	-2 pts. each		
	Written reprimand placed in teacher file within the past 2 years	-1 pt. each		
			Subtotal	
6	**EDUCATIONAL LICENSE AND CREDENTIALS**			
	Advanced Degree – MA/MS	2 pts.		
			Subtotal	
			TOTAL	
		Percentage = Total + 22		

Reduction in Force Rubric – Category B

A signature on this rubric indicates that the Bargaining Unit Member and the Administrator have reviewed this rubric together and are in agreement with the data that has been recorded. It is understood that the information from this RIF rubric will be used by the Superintendent's office to compile the Reduction in Force Ranking.			
		School Year Where this Rubric Applies	
Administrator Signature:		Date:	
Bargaining Unit Member Signature:		Date:	