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MASTER CONTRACT AGREEMENT

between the

THREE RIVERS EDUCATION ASSOCIATION

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

and the

THREE RIVERS BOARD OF EDUCATION

of the
THREE RIVERS LOCAL SCHOOL DISTRICT
HAMILTON COUNTY, OHIO

Effective:

AUGUST 1, ²⁰¹¹~~2009~~ THROUGH JULY 31, ~~2012~~ 2014

ARTICLE I:
RECOGNITION

1.01 ASSOCIATION RECOGNITION

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

1.02 BOARD RECOGNITION

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

1.03 PROOF OF ASSOCIATION REPRESENTATION

- 1.0301 The Board agrees to negotiate with and recognize the Association as the sole bargaining agent for the certificated staff as previously defined herein.
- 1.0302 At the request of the Board, the Association shall present a copy of its active membership rolls to a representative designated by the Board. The Board's request shall be made between November 1 and November 10 of each year. The Association shall comply with said request within seven (7) days of its receipt of same.

1.04 DEFINITIONS

- 1.0401 Bargaining Unit:
All certificated personnel employed by the Board whether on leave, on per diem basis, employed, or to be employed, excluding the Superintendent of Schools, all assistant superintendents, principals, assistant principals, substitutes, aides, hourly paid tutors, and all others for whom certification in supervision or administration is required as a condition of employment.
- 1.0402 Full-Time Employee:
An employee who is employed to perform a full day's work as defined by this Contract for a minimum of one hundred twenty (120) days or more in a work year, or five (5) workdays per week.
- 1.0403 Part-Time Employee:
An employee who works less than a full day as defined by this Contract and/or less than the minimal standard of one hundred twenty (120) workdays per work year, or less than five (5) workdays per week.

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

**ARTICLE II:
NEGOTIATIONS**

2.01 DEFINITIONS

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

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

2.02 NEGOTIATIONS PROCEDURE

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

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

2.03 **IMPASSE PROCEDURE**

- 2.0301 If an agreement is not reached within forty-five (45) calendar days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists.
- 2.0302 Selection of a Mediator
When either team calls for the selection of a mediator, he/she may be selected by agreement between the parties. If no agreement on the mediator is reached within five (5) calendar days after the call for mediation, the party declaring impasse shall request the Federal Mediation and Conciliation Service to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service. The individual selected to be the mediator shall not reside within the Three Rivers Local School District.
- 2.0303 Meetings
The mediator shall meet with both parties forthwith, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, publicly make findings of fact or recommend terms of settlement.

2.04 **NEGOTIATIONS REOPENER**

- 2.0401 If either party wishes to amend this negotiated Contract during its term, such party shall notify the other party in writing of the specific detailed change it wants.
- A. The party receiving this request shall notify the other party of its decision to negotiate or not within fifteen (15) calendar days of such receipt.
- B. If the other party agrees to reopen negotiations on the requested change(s), negotiations shall commence within fifteen (15) calendar days following the mutual agreement to reopen unless a later date is mutually agreeable.
- C. Negotiations shall follow the procedures outlined in this negotiated Contract.
- 2.0402 Only the terms of amount of annual base salary, supplemental salary and insurance benefits shall be negotiated at the request of either party when made on or after March 1 of each calendar year. The initial request shall be made in accordance with this Contract.
- 2.0403 Negotiations shall commence within fifteen (15) calendar days following the receiving party's receipt of the request to reopen unless a later date is mutually agreeable. The scope of bargaining on a successor contract shall be wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this agreement.

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

**ARTICLE III:
GRIEVANCE PROCEDURES**

3.01 DEFINITIONS

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

3.02 GENERAL PROVISIONS

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

3.03 ASSOCIATION RIGHTS AND NON-RETALIATION

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

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

3.04 GRIEVANCE PROCESS

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

3.0401 Step One - Informal

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

3.0402 Step Two - Formal

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

3.0403 Step Three - Superintendent

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

3.0404 Step Four - Board

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

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

3.0405 Step Five - Arbitration

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

3.05 GENERAL POLICIES

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

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

**ARTICLE IV:
CREDENTIALLED STAFF ASSESSMENT PROCESS**

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

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

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

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

THREE RIVERS LOCAL SCHOOL DISTRICT
FOLLOW-UP CONFERENCE REPORT OF CLASSROOM VISIT
FORMATIVE ASSESSMENT REPORT

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

Signatures:

Teacher

Date

District Administrator

Date

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

THREE RIVERS LOCAL SCHOOL DISTRICT

OBJECTIVE-ACTION PLAN

Name of Teacher _____ School Year _____

Name of District Administrator _____ Building _____

Objective # _____

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

Signatures:

Teacher Date District Administrator Date

Complete a separate action plan for additional objectives as needed.

**ARTICLE V:
ASSOCIATION RIGHTS**

5.01 USE OF INTER-SCHOOL MAIL SYSTEM

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

5.02 BULLETIN BOARDS

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

5.03 USE OF SCHOOL BUILDINGS, EQUIPMENT AND FACILITIES

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

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

5.04 BOARD AGENDAS & MINUTES

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

5.05 ASSOCIATION LEAVE

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

5.06 ACCESS

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

5.07 FINANCIAL DOCUMENTS

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

5.08 PUBLIC ADDRESS SYSTEM

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

5.09 LABOR MANAGEMENT COMMITTEE

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

ARTICLE VI:
TEACHER RIGHTS

6.01 PERSONNEL RECORDS

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

- 6.0106 Anonymous letters shall not be placed in a teacher's file(s) nor will they be made a matter of public record.

6.02 VACANCIES, PROMOTIONS, AND TRANSFERS

6.0201 Requests for Transfer

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

6.0202 Notification of Vacancies

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

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

6.0203 Voluntary Transfer

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

6.0204 Involuntary Transfer

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

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

6.03 COMPLAINTS ABOUT TEACHERS

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

6.04 CONTINUING CONTRACTS

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

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

ARTICLE VII:
WORKING CONDITIONS

7.01 WORK YEAR

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

7.02 WORKDAY

The workday for all teachers shall not exceed seven (7) hours and thirty (30) minutes, exclusive of faculty meetings and voluntary duties or those necessitated by supplemental contracts. The starting and ending times shall be established by the Superintendent. ~~The first teacher day and last teacher day each year shall be the same length as any other work day except as directed by the Superintendent.~~

7.03 DUTY-FREE LUNCH

Each teacher employed by the Board for more than one-half (½) of a workday shall be granted at least thirty (30) consecutive duty-free minutes for lunch each workday, during which time he/she shall not be required to perform any duty or activity.

7.04 PLANNING PERIODS

- 7.0401 The schedule for each full-time equivalent classroom teacher, who is assigned to an elementary school with a teacher day of six (6) hours or longer exclusive of the lunch period, shall include two hundred (200) minutes per week for instructional planning and evaluation and conferences. Should the teacher present a no-cost alternate plan that overcomes a scheduling problem, the

alternate plan will be considered. The final decision for scheduling in a building rests with the Superintendent and/or principal. This provision is not subject to the Grievance Procedure.

7.0402 Each full time teacher who works at the middle school and/or senior high school (grades 6-12) shall be provided at least five (5) planning periods per week. Each planning period shall be equal in length to one (1) regularly scheduled class period.

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

7.05 TRAVELING TEACHERS

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

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

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

7.06 CLASS SIZE

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

7.07 CONFERENCE DAYS

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

7.08 SMOKING

The District provides smoke-free facilities, grounds and vehicles. Employees shall not be permitted to smoke in or on school grounds, school buildings or school vehicles while on work time. An employee who violates this policy shall be subject to discipline which shall

include possible dismissal. An employee smoking on school grounds after work time in violation of the Board's policy will result in the same consequences as any non-employee who violates the Board policy on the prohibition of smoking.

7.09 **SCHOOL CALENDAR**

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

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

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

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

7.10 **STUDENT TEACHERS/MENTORS**

- 7.101 No teacher of the bargaining unit shall be assigned a student teacher or mentee without his/her prior consent.
 - A. Student teacher supervision/mentoring is not considered a regular duty as covered by the teaching contract of any teacher, and shall be a voluntarily-accepted assignment.
 - B. No teacher shall be evaluated negatively because of his/her refusal to accept a student teacher/mentee.
 - C. Mentors do not evaluate.

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

- 7.103 All entry year teachers in the District will participate in all mentor activities as designed by the District in order to successfully complete the Praxis assessments. Entry year training, as well as any other training assigned by the District, shall be required for all entry year teachers. The entry year program will be one academic school year in length for a minimum of one hundred twenty (120) days.

7.11 **REDUCTIONS IN FORCE**

During the term of this Agreement, the Board shall not conduct any reductions in force pursuant to R.C. §3319.17 in the 2011/2012 or 2012/2013 school years, so long as the levy renewal is successful in the November 2011 elections.

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ARTICLE VIII:
LEAVES

8.01 **ASSAULT LEAVE**

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

8.02 **PERSONAL LEAVE**

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

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

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

8.0204 Abuse of the use of personal leave may subject the teacher to discipline up to and including termination pursuant to Section 3319.16 of the Ohio Revised Code.

8.03 **SICK LEAVE**

8.0301 **Accumulation**

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

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

8.0302 Use

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

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

8.0303 Records

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

8.04 COURT APPEARANCE AND JURY DUTY

Each member who reports for, and/or who serves on, a jury(ies) on a member workday shall receive his/her full salary while serving on a jury duty and shall retain jury duty fees paid to him/her for serving on a jury. Any member who is subpoenaed to an administrative hearing and/or court involving a member arising out of the performance of his/her contractual duties when the Association or the member is not a party to the proceeding

shall receive no loss in salary while responding to said subpoena and, additionally, shall retain as his/her own any witness fees paid to him/her for responding to said subpoena. Such court appearances shall be considered professional leave.

8.05 **PARENTAL LEAVE**

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

- 8.0501 He/she shall submit a written request to the Superintendent for parental leave no less than thirty (30) calendar days prior to the date of which that teacher desires his/her leave to commence. This notice shall be waived in the event of unexpected and/or premature birth. In the case of adoption, the teacher shall notify the Superintendent that placement of a child(ren) is likely to occur during the current semester, or within thirty (30) days, whichever is earlier, if the teacher has knowledge of such placement. If the teacher has no prior knowledge of the placement, notice shall be given as soon as possible. Such leave shall commence on the date requested by the teacher, or in the case of adoption, when he/she receives custody of the child(ren).
- 8.0502 The length of the parental leave combined with FMLA leave shall not exceed one (1) calendar year unless the return coincides with the beginning of a semester. The return date shall be at the start of a semester, except as approved by the Superintendent. The twelve (12) weeks of FMLA shall include sick leave and parental leave.
- 8.0503 Teachers who are on a Board approved leave of absence and upon return to teaching who are not placed in the position they held when they started their leave of absence will have the rights of a teacher in an involuntary transfer. However, the Association recognizes the right of the administration to assign teachers in accordance with Ohio Revised Code 3319.01. The teacher shall notify the Superintendent at the time of requesting leave, pursuant to Section 8.0501 above, of his/her date of return.
- 8.0504 Members on parental leave will be allowed to purchase health insurances at the group rates.
- 8.0505 The teacher returning from parental leave shall suffer no loss of seniority.

8.06 **MEDICAL LEAVE**

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

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

8.07 UNPAID LEAVES

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

ARTICLE IX:
SALARY AND FRINGE BENEFITS

9.01 HORIZONTAL PLACEMENT/ADVANCEMENT ON SALARY SCHEDULE

9.0101 Salary increases for additional semester and/or quarter hours shall be limited to the start of the school year.

- A. The official transcript indicating the completion of the courses must be filed by September 15. If the hours or degree have been earned by September 15 and the transcript has been ordered but not received, official alternate evidence (letter from university, copy of actual degree or other suitable document) may temporarily substitute for the transcript for up to sixty (60) days.
- B. Any hours to be counted for credit on the salary schedule beyond the Master's degree must be graduate hours. Undergraduate hours may be accepted only with prior approval of the Superintendent.
- C. Masters+15 and Masters+30 categories on salary schedule shall be interpreted to mean 15 semester hours or the equivalent in quarter hours or 30 semester hours or the equivalent in quarter hours, respectively, of graduate credit earned since the date of the award of the Masters Degree.
- D. The annual salary notice described in ORC 3319.12 shall not be issued. However, the District shall issue its SALBEN notice to members of the bargaining unit no later than September 15 of each school year.

9.0102 Upon receipt of the official transcript(s), the member will be placed in the appropriate column of the salary schedule and receive a lump sum payment for the amount accrued prior to the filing of the transcript(s) retroactive to the beginning of the semester only.

9.0103 All credit to be accepted for horizontal placement/advancement on the salary schedule must meet the following criteria:

- A. Credit must be from an accredited university or college. The credits must be from an institution that would be recognized as acceptable by the State Department for Teacher Certification; and,
- B. Course work must be in the area of professional education as defined in the regulations for teacher certification in Ohio; or,
- C. Course work is in the area of certification for which the person is presently certified; or,
- D. Course work is in an area of certification for which the member is pursuing a planned program toward additional certification (the planned program must be verified by the college or university advisor); or,

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

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

9.0105 VERTICAL PLACEMENT ON SALARY SCHEDULE

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

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

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C. ~~During the term of this Agreement, the Board shall not honor any vertical movement on the salary schedule.~~

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

9.02 HALF-TIME TEACHERS

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

THREE RIVERS EDUCATION ASSOCIATION AND THREE RIVERS BOARD OF EDUCATION
 MASTER CONTRACT - EFFECTIVE AUGUST 1, 2009 THROUGH JULY 31, 2012

9.03 **BASE SALARY**

There shall be no increase (0%) on base salary for the 2011/2012, 2012/2013 or 2013/2014 school years. The Board shall not honor any vertical steps on the salary schedule, but shall honor horizontal steps based on obtaining a higher or advanced degree.

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9.0301 The base salary effective August 1, 2009 through July 31, 2010 shall be \$33,871 as reflected in the following schedule:

Years Exp.	150 Sem Hrs./ 225 Qtr. Hrs.		Masters + 15 Sem Hrs.		Masters + 30 Sem Hrs.	
	Non Degree	Bachelors Degree	Bachelors + Bachelors	Masters Degree	23 Qtr. Hrs.	45 Qtr. Hrs.
0	29,298 0.865	33,871 1.000	36,039 1.064	38,477 1.136	39,663 1.171	40,848 1.206
1	30,184 0.900	36,648 1.082	37,800 1.116	40,306 1.190	41,492 1.225	42,677 1.260
2	31,669 0.935	38,342 1.132	39,561 1.168	42,136 1.244	43,321 1.279	44,506 1.314
3	32,885 0.970	40,036 1.182	41,323 1.220	43,965 1.298	45,150 1.333	46,336 1.368
4	34,040 1.005	43,423 1.282	44,845 1.324	47,623 1.406	48,808 1.441	49,994 1.476
5	35,226 1.040	45,116 1.332	46,606 1.376	49,452 1.450	50,637 1.485	51,823 1.530
6	35,226 1.040	46,810 1.382	48,368 1.428	51,281 1.514	52,466 1.549	53,652 1.584
7	35,226 1.040	48,503 1.432	50,129 1.480	53,110 1.568	54,295 1.603	55,481 1.638
8	35,226 1.040	51,890 1.532	53,652 1.584	56,768 1.676	57,953 1.711	59,139 1.746
9	35,226 1.040	53,584 1.528	55,413 1.636	58,597 1.730	59,782 1.765	60,968 1.800
10	35,226 1.040	55,277 1.632	57,174 1.688	60,426 1.784	61,611 1.819	62,797 1.854
11	35,226 1.040	56,971 1.682	58,936 1.740	62,265 1.838	63,440 1.873	64,626 1.908
12	35,226 1.040	58,665 1.732	60,697 1.792	64,084 1.892	65,269 1.927	66,455 1.962
13	35,226 1.040	60,358 1.782	62,458 1.844	65,913 1.946	67,098 1.981	68,284 2.016
14	35,226 1.040	60,658 1.782	62,458 1.844	65,913 1.946	67,098 1.981	68,284 2.016
15	35,226 1.040	61,205 1.807	63,339 1.870	66,827 1.973	68,013 2.008	69,198 2.043
16	35,226 1.040	61,205 1.807	63,339 1.870	66,827 1.973	68,013 2.008	69,198 2.043
17	35,226 1.040	62,052 1.832	64,219 1.896	67,742 2.000	68,927 2.035	70,113 2.070
18	35,226 1.040	62,052 1.832	64,219 1.896	67,742 2.000	68,927 2.035	70,113 2.070
19	35,226 1.040	64,592 1.907	66,861 1.974	70,486 2.081	71,671 2.116	72,857 2.151
20	35,226 1.040	64,592 1.907	66,861 1.974	70,486 2.081	71,671 2.116	72,857 2.151
21	35,226 1.040	67,132 1.982	69,503 2.052	73,229 2.162	74,415 2.197	75,600 2.232
22	35,226 1.040	67,132 1.982	69,503 2.052	73,229 2.162	74,415 2.197	75,600 2.232
23	35,226 1.040	67,132 1.982	69,503 2.052	73,229 2.162	74,415 2.197	75,600 2.232
24	35,226 1.040	67,132 1.982	69,503 2.052	73,229 2.162	74,415 2.197	75,600 2.232
25	35,226 1.040	70,519 2.082	73,026 2.156	76,887 2.270	78,073 2.305	79,258 2.340

*THREE RIVERS EDUCATION ASSOCIATION AND THREE RIVERS BOARD OF EDUCATION
MASTER CONTRACT - EFFECTIVE AUGUST 1, 2009 THROUGH JULY 31, 2012*

THREE RIVERS EDUCATION ASSOCIATION AND THREE RIVERS BOARD OF EDUCATION
 MASTER CONTRACT - EFFECTIVE AUGUST 1, 2009 THROUGH JULY 31, 2012

9.03012 The base salary effective August 1, 2010 through July 31, 2014 shall be \$34,210 as reflected in the following schedule:

Years Exp.	Non Degree	Bachelors Degree	150Sem Hrs./ 225 Qtr. Hrs. + Bachelors	Masters Degree	Masters + 15 Sem Hrs. 23 Qtr. Hrs.	Masters + 30 Sem Hrs. 45 Qtr. Hrs.
0	29,592 0.865	34,209 1.000	36,398 1.064	38,861 1.136	40,058 1.171	41,255 1.206
1	30,789 0.900	37,014 1.082	38,177 1.116	40,708 1.190	41,906 1.225	43,103 1.260
2	31,986 0.935	38,724 1.132	39,956 1.168	42,556 1.244	43,753 1.279	44,950 1.314
3	33,184 0.970	40,435 1.182	41,734 1.220	44,403 1.298	45,600 1.333	46,797 1.368
4	34,381 1.005	43,855 1.282	45,292 1.324	48,097 1.406	49,295 1.441	50,492 1.476
5	35,578 1.040	45,566 1.332	47,071 1.376	49,945 1.460	51,142 1.495	52,339 1.530
6	35,578 1.040	47,276 1.382	48,850 1.428	51,792 1.514	52,989 1.549	54,187 1.584
7	35,578 1.040	48,987 1.432	50,629 1.480	53,639 1.568	54,837 1.603	56,034 1.638
8	35,578 1.040	52,408 1.532	54,187 1.584	57,334 1.676	58,531 1.711	59,728 1.746
9	35,578 1.040	54,118 1.582	55,965 1.636	59,181 1.730	60,378 1.765	61,576 1.800
10	35,578 1.040	55,829 1.632	57,744 1.688	61,028 1.784	62,225 1.819	63,423 1.854
11	35,578 1.040	57,539 1.682	59,523 1.740	62,876 1.838	64,072 1.873	65,270 1.908
12	35,578 1.040	59,249 1.732	61,302 1.792	64,723 1.892	65,920 1.927	67,118 1.962
13	35,578 1.040	60,960 1.782	63,081 1.844	66,570 1.946	67,767 1.981	68,965 2.016
14	35,578 1.040	60,960 1.782	63,081 1.844	66,570 1.946	67,767 1.981	68,965 2.016
15	35,578 1.040	61,815 1.807	63,970 1.870	67,493 1.973	68,691 2.008	69,888 2.043
16	35,578 1.040	61,815 1.807	63,970 1.870	67,493 1.973	68,691 2.008	69,888 2.043
17	35,578 1.040	62,670 1.832	64,859 1.896	68,418 2.000	69,614 2.035	70,812 2.070
18	35,578 1.040	62,670 1.832	64,859 1.896	68,418 2.000	69,614 2.035	70,812 2.070
19	35,578 1.040	65,236 1.907	67,527 1.974	71,188 2.081	72,386 2.116	73,583 2.151
20	35,578 1.040	65,236 1.907	67,527 1.974	71,188 2.081	72,386 2.116	73,583 2.151
21	35,578 1.040	67,801 1.982	70,196 2.052	73,959 2.162	75,157 2.197	76,354 2.232
22	35,578 1.040	67,801 1.982	70,196 2.052	73,959 2.162	75,157 2.197	76,354 2.232
23	35,578 1.040	67,801 1.982	70,196 2.052	73,959 2.162	75,157 2.197	76,354 2.232
24	35,578 1.040	67,801 1.982	70,196 2.052	73,959 2.162	75,157 2.197	76,354 2.232
25	35,578 1.040	71,222 2.082	73,754 2.156	77,654 2.270	78,851 2.305	80,049 2.340

THREE RIVERS EDUCATION ASSOCIATION AND THREE RIVERS BOARD OF EDUCATION
 MASTER CONTRACT: EFFECTIVE AUGUST 1, 2009 THROUGH JULY 31, 2012

9.0303 The base salary effective August 1, 2011 through July 31, 2012 shall be \$34,894 as reflected in the following schedule.

Years Exp.	150 Sem. Hrs./		Masters +		Masters +	
	Non Degree	Bachelors Degree	225 Qtr. Hrs. + Bachelors Degree	Masters Degree	15 Sem. Hrs. 23 Qtr. Hrs.	Masters + 30 Sem. Hrs. 45 Qtr. Hrs.
0	30,183	34,893	37,126	39,638	40,859	42,080
	0.865	1.000	1.064	1.136	1.171	1.206
1	31,405	37,764	38,941	41,622	42,743	43,965
	0.900	1.082	1.116	1.190	1.225	1.260
2	32,626	39,498	40,755	43,407	44,628	45,849
	0.935	1.132	1.168	1.244	1.279	1.314
3	33,847	41,243	42,669	45,291	46,512	47,733
	0.970	1.182	1.220	1.298	1.333	1.368
4	35,068	44,732	46,198	49,059	50,280	51,502
	1.005	1.282	1.324	1.406	1.441	1.476
5	36,290	46,477	48,012	50,943	52,165	53,386
	1.040	1.332	1.376	1.460	1.495	1.530
6	36,290	48,222	49,827	52,828	54,049	55,270
	1.040	1.382	1.428	1.514	1.549	1.584
7	36,290	49,966	51,641	54,712	55,933	57,164
	1.040	1.432	1.480	1.568	1.603	1.638
8	36,290	53,456	55,270	58,480	59,701	60,923
	1.040	1.532	1.584	1.676	1.711	1.746
9	36,290	55,200	57,084	60,364	61,586	62,807
	1.040	1.582	1.636	1.730	1.765	1.800
10	36,290	56,945	58,899	62,249	63,469	64,691
	1.040	1.632	1.688	1.784	1.819	1.854
11	36,290	58,690	60,713	64,133	65,353	66,575
	1.040	1.682	1.740	1.838	1.873	1.908
12	36,290	60,434	62,528	66,017	67,238	68,460
	1.040	1.732	1.792	1.892	1.927	1.962
13	36,290	62,179	64,342	67,901	69,122	70,344
	1.040	1.782	1.844	1.946	1.981	2.016
14	36,290	62,179	64,342	67,901	69,122	70,344
	1.040	1.782	1.844	1.946	1.981	2.016
15	36,290	63,051	65,249	68,843	70,065	71,286
	1.040	1.807	1.870	1.973	2.008	2.043
16	36,290	63,051	65,249	68,843	70,065	71,286
	1.040	1.807	1.870	1.973	2.008	2.043
17	36,290	63,923	66,156	69,786	71,006	72,228
	1.040	1.832	1.896	2.000	2.035	2.070
18	36,290	63,923	66,156	69,786	71,006	72,228
	1.040	1.832	1.896	2.000	2.035	2.070
19	36,290	66,540	68,878	72,612	73,833	75,054
	1.040	1.907	1.974	2.081	2.116	2.151
20	36,290	66,540	68,878	72,612	73,833	75,054
	1.040	1.907	1.974	2.081	2.116	2.151
21	36,290	69,157	71,599	75,438	76,659	77,881
	1.040	1.982	2.052	2.162	2.197	2.232
22	36,290	69,157	71,599	75,438	76,659	77,881
	1.040	1.982	2.052	2.162	2.197	2.232
23	36,290	69,157	71,599	75,438	76,659	77,881
	1.040	1.982	2.052	2.162	2.197	2.232
24	36,290	69,157	71,599	75,438	76,659	77,881
	1.040	1.982	2.052	2.162	2.197	2.232
25	36,290	72,646	75,229	79,207	80,428	81,649
	1.040	2.082	2.156	2.270	2.305	2.340

9.04 SUPPLEMENTAL CONTRACTS

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

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

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

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

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

9.0402 Percentage Levels - Supplemental Salaries

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

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

9.0403 Miscellaneous

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

9.05 SUPPLEMENTAL SALARY SCHEDULES

9.0501 Supplemental Salaries - Athletic

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

9.0501 Supplemental Salaries - Athletic (cont'd.)

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

9.0502 Supplemental Salaries - Non-Athletic

<u>%</u>	<u>Position</u>
10.0%	Dept. Chair – Special Education
10.0%	Dept. Chair - Language Arts
10.0%	Dept. Chair - Mathematics
10.0%	Dept. Chair - Science
10.0%	Dept. Chair - Social Studies
10.0%	Dept. Chair – Special Curriculum Areas
8.0%	Theater Arts Director
5.0%	Middle School Theater Arts Director
5.0%	Auditorium House Manager
7.0%	EMIS Coordinator
10.0%	District Webmaster
5.0%	Character Education Program Coordinator
3.5%	Testing & AP Coordinator
20.0%	Instrumental Music Director
10.0%	Instrumental Music Assistant Director
15.0%	Vocal Music Director
2.0%	Vocal Music Accompanist
5.0%	Senior Class Advisor
5.0%	Junior Class Sponsor
5.0%	Sophomore Class Advisor
5.0%	Freshman Class Advisor
7.0%	Library Coordinator
4.0%	Newspaper Coordinator
5.0%	Publication Coordinator
7.0%	Yearbook Coordinator
7.0%	Building Technology Coordinator
5.0%	National Honor Society Adviser THS or TRMS
2.0%	Builders Club TRMS
2.0%	Art Club
2.0%	Just Say No Club
2.0%	FCCLA Club
5.0%	Key Club Adviser
5.0%	Student Council Adviser THS or TRMS
	Photographer (outside school day) \$10.00/Hr.

9.06 **EXTENDED PAY**

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

9.07 **MOTOR VEHICLE INSURANCE**

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

9.08 **REGULAR SALARY PAYMENTS**

- 9.0801 Salary payments shall be made in twenty-four (24) equal installments for all employees. Payments shall be made on the 1st and 15th of each month. In the event that the 1st or the 15th occurs on a weekend or holiday, then payment shall be provided at midnight on the last business day prior to the weekend or the holiday. ~~Twenty-four (24) pays shall become effective on September 1, 2006.~~ Pay stubs shall be mailed during the summer break or sent electronically, if feasible and confidential.
- 9.0802 Payroll periods shall be for two (2)-week periods and end Fridays except where a holiday falls on one of these days, in which case the pay day will be the last workday prior to the holiday, or as specified by the Superintendent.
- 9.0803 When deductions are made for absence, they shall be on the basis of the number of teachers' annual workdays based on the school calendar divided into the annual salary.
- 9.0804 Should it become necessary for a teacher to discontinue his/her services before completing his/her contract, an adjustment in salary will be made so that the teacher will receive pay for the number of days of actual service minus the previous payments. (See 7.01, Work Year for number of teacher workdays.)
- 9.0805 All teachers shall be required to be on a direct deposit plan with a maximum of two (2) U.S. financial institutions.

9.09 **PAYROLL DEDUCTIONS**

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

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

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

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

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

A. No later than October 1, the Association shall provide the Board Treasurer written authorizations for any teacher wishing to have payroll deductions for Association dues. Members employed after October 1 must pay directly to the Association until the next following school year. These deductions shall be uniform for ten (10) pay periods, beginning with the fifth (5th) pay period of the school year.

B. No later than October 20, the Board Treasurer shall provide the Association a complete list of teachers for whom Association dues are being deducted and the total dues being deducted for each teacher.

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

9.10 SEVERANCE PAY

9.1001 The Board, pursuant to Section 124.391 of the Ohio Revised Code, shall pay any member at the time of his/her retirement through STRS from the Three Rivers Local School District, one-fourth (¼) of that member's accumulated but unused sick leave, to a maximum of seventy (70) days.

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

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

9.1004 If a member of the bargaining unit dies while employed by the Board, and at the time of death was eligible to retire and eligible to receive retirement benefits from STRS or if the member has been employed by the Board for twenty or more years, then in that event, the estate of the deceased employee shall be paid severance pay in accordance with the severance pay provisions of this Contract.

- 9.1005 (1) The parties have selected the ING Company to administer the accumulated leave plan.
(2) The institution of the accumulated leave plan shall be at no cost to the Board or the employee.
(3) The purpose for instituting this plan is to provide a method for the employee to tax shelter his/her severance pay received from the District.

9.11 GROUP TERM LIFE INSURANCE

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

9.12 HOSPITALIZATION

9.1201 The Board shall purchase from a carrier licensed by the State of Ohio basic health and hospital insurance coverage, for each full time member now or hereafter employed and his/her family, which is substantially similar to, or meets, or exceeds the coverage specifications that exist as of the effective date of this Contract.

9.1202 The Board shall pay ~~ninety percent (90%)~~ eighty-seven and a half percent (87.5%) of the cost of the insurance premium. There shall be no change in premium costs on the part of the employee for 2011 or 2012.

9.1203 For members working more than half time but less than full time, cost will be prorated. Members working half time or less will receive no insurance benefits paid by the district.

9.13 DENTAL PLAN

9.1301 The Board shall purchase from a carrier licensed by the State of Ohio family dental insurance coverage, for each full time member now or hereafter employed and his/her family, which is substantially similar to, or meets, or exceeds the coverage specifications that exist as of the effective date of this Contract.

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

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

9.14 INSURANCE RIGHTS WHILE ON LEAVE

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

9.15 RETIREMENT ASSISTANCE PROGRAMS

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

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

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

- 9.1503 Retirement Plan & Criteria:

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

"Purchased" service shall not be eligible for credit.

- C. Supplemental contract salaries are not included in the calculation for the additional severance per diem stipend.
- D. Employees applying for and/or receiving disability retirement are not eligible to participate in this plan.

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

9.16 STRS TAX SHELTER PICK-UP

- 9.1601 Pursuant to Rulings 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and as restricted by the State Teachers Retirement System (STRS) and the rules of the Board, the employee contribution of the member of the bargaining unit shall be designated as paid by the Board.
- 9.1602 The total annual salary and salary per pay period for each member shall be the salary otherwise payable under this negotiated Contract. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) Deferred Salary, and (2) Cash Salary.
 - A. Deferred Salary: A member's deferred salary shall be equal to that percentage of said member's annual salary or salary per pay period that is paid to the STRS by the member. This deferred salary shall be paid by the Board to the STRS on behalf of the member as a "pick-up" of the STRS Employee Contribution.
 - B. Cash Salary: A member's cash salary shall be equal to the member's total annual salary or salary per pay period less the amount of the pick-up for the member and shall be payable, subject to applicable payroll deductions, to the member.
- 9.1603 No employee's total earnings shall be increased by application of this plan nor shall the expenditures of the Board for the employee's total annual salary be increased by application of this plan. This provision shall apply uniformly to all members of the bargaining unit when this plan is implemented.
- 9.1604 The Board shall compute and remit its employer contribution to STRS based upon the total annual salary and the salary per pay period, including the deferred salary or "pick-up".

- A. The Board shall report for federal and state income tax purposes as a member's gross income the member's total annual salary less the amount of the deferred salary or "pick-up" for the indicated tax year.
- B. The Board shall report for municipal income tax purposes as a member's gross income the member's total annual income, including the amount of the deferred salary or "pick-up".
- C. The Board shall compute tax withholding based upon gross income as reported to the respective authorities.

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

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

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9.17 EDUCATIONAL PREROGATIVE

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

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

9.18 TUTORS AND COMMITTEES

Hourly certificated tutors are members of the bargaining unit for the sole purpose of establishing an hourly rate of pay. Hourly certificated tutors shall be paid twenty-five dollars (\$25.00) per hour. Hourly tutors must hold a valid, up-to-date teachers certificate/license.

Members volunteering to serve on District/Board/Administrative committees (including LPDC), but not labor management committee, shall be paid at the rate of \$27.08 per hour for the 2006-2007 school year, \$27.62 per hour for the 2007-2008 school year, and \$28.44

per hour for the 2008-2009 school year.

9.19 INTERNAL SUBSTITUTION

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

9.20 EMPLOYMENT OF RETIRED TEACHERS

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

supplemental contracts held in this District immediately prior to retirement.

9.209 Teachers retiring from this District to be rehired by this District must retire effective June 30 and return to service on the first day of school, even if this requires a surrender of some STRS benefits.

9.210 This contractual provision shall not be grievable under the grievance procedures of this Master Contract nor through any claim or action filed before the State Employment Relation Board (SERB) or in any court of law.

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

**ARTICLE X:
CONCLUSION**

10.01 CONTRARY TO LAW

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

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

10.02 DURATION OF AGREEMENT

This Agreement shall be in effect from August 1, 2009-2011; and shall remain in full force and effect through July 31, 2012-2014.

10.03 MEMORANDA OF UNDERSTANDING

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

10.04 FORMS

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

10.05

SIGNATURE PAGE

For the
THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

[Signature] 8/9/11
Superintendent Date
[Signature] _____
Treasurer Date

For the
THREE RIVERS EDUCATION ASSOCIATION:

Matthew E. Meyer 08/09/11
President Date
Katie Boney 8/23/11
Spokesperson Date

08/14/09:de

APPENDIX "A-1"

THREE RIVERS LOCAL SCHOOL DISTRICT

GRIEVANCE FORM - STEP TWO

GRIEVANT _____
SCHOOL _____

GRIEVANCE # _____

DATE GRIEVANCE OCCURRED: _____

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

Signature of Grievant Date

Signature of Association President Date

DISPOSITION OF PRINCIPAL/SUPERVISOR: _____

Signature of Principal/Supervisor Date

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

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

GRIEVANT _____
SCHOOL _____

GRIEVANCE # _____

POSITION OF GRIEVANT: _____

Signature of Grievant Date

Signature of Association President Date

DISPOSITION OF SUPERINTENDENT: _____

Signature of Superintendent Date

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

APPENDIX "A-3"
THREE RIVERS LOCAL SCHOOL DISTRICT
GRIEVANCE FORM - STEP FOUR

GRIEVANT _____ GRIEVANCE # _____
SCHOOL _____

POSITION OF GRIEVANT: _____

Signature of Grievant Date

Signature of Association President Date

DISPOSITION OF BOARD: _____

Signature of Board President Date

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

APPENDIX "A-4"
THREE RIVERS LOCAL SCHOOL DISTRICT
GRIEVANCE FORM - STEP FIVE

GRIEVANT _____
SCHOOL _____

GRIEVANCE # _____

POSITION OF ASSOCIATION: _____

Signature of Grievant Date

Signature of Association President Date

FINDINGS AND RECOMMENDATIONS OF ARBITRATOR: _____

Signature of Arbitrator Date

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

APPENDIX "B"

THREE RIVERS LOCAL SCHOOL DISTRICT
APPLICATION FOR USE OF SICK LEAVE

EMPLOYEE'S NAME _____ DATE _____
SCHOOL ASSIGNED _____ # DAYS REQUESTED _____

=====

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

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

Signature of Employee

APPENDIX "C"

THREE RIVERS LOCAL SCHOOL DISTRICT

VISITING DAY REQUEST

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

Name of School (Visiting): _____

Grade or Department (to be observed): _____

Teacher (with whom you will visit): _____

Day of Visit: _____

Time of day: From _____ To _____

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

Date of Request

Signature of Requesting Teacher

APPROVED BY:

Building Principal

Superintendent

REMARKS:

APPENDIX "D"

THREE RIVERS LOCAL SCHOOL DISTRICT
APPLICATION FOR USE OF PERSONAL LEAVE

Employee's Name _____ Date _____

School Assigned _____ # Days Requested _____

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

Check one: 1st Personal Day
 2nd Personal Day

Signature of Principal

Signature of Employee

CERTIFICATE

(SECTION 5705.412, O.R.C.)

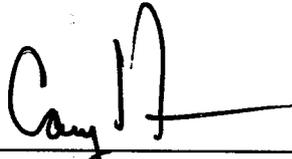
The Undersigned, Treasurer of the Board of Education of the Three Rivers Local School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2011 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Three Rivers Local School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

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

June 28, 2011

6/28/11
Date



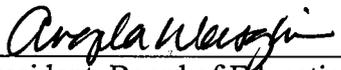
Treasurer, Board of Education
Three Rivers Local School District, Ohio

6/28/11
Date



Superintendent of Schools
Three Rivers Local School District, Ohio

6/28/11
Date



President, Board of Education
Three Rivers Local School District, Ohio

