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# AGREEMENT

Between

The

**Tri-Village Local School District**

and

The

**Tri-Village Education Association**

Effective

**July 1, 2011**

Through

**June 30, 2014**

2011 JUN 28 P 1:29

STATE EMPLOYMENT  
RELATIONS BOARD



69

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## PREAMBLE

The Tri-Village Board of Education hereinafter referred to as the "Board" and the Tri-Village Education Association, hereinafter referred to as the "Association" chartered by the Ohio Education Association, do hereby agree that the welfare of the children of Tri-Village Local School District is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

Because of the above, it is understood and agreed that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the School District.
- B. The Superintendent and his staff have the responsibility for implementing the policies established by the Board
- C. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedure without interruption to the school program.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all the negotiated items that are in effect throughout the term of said Agreement.

## **GLOSSARY OF TERMS**

DAY:	Means work day, unless otherwise set forth in the agreement.
FULL-TIME:	Means an employee who works seven and one-half (7.5) hours per day, five (5) days per week
PART-TIME:	Means an employee who works less than seven and one-half (7,5) hours per day.
HALF-DAY:	Means working fifty percent (50%) of full-time regardless of where it falls during the work day.
CEU:	Means Continuing Education Unit 3.

## ARTICLE I

### BOARD RIGHTS

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the instructional activities of its employees as related to the conduct of school affairs,
- B. To hire all employees and, subject to the provisions of Law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

## ARTICLE 2

### RECOGNITION

The Association is hereby recognized as the sole and exclusive collective bargaining representative for all regular classroom teachers. Regular classroom teachers, as used herein, shall be defined as classroom teachers, special teachers (art, music, physical education, special education, talented and gifted, library media specialist), nurses, tutors and guidance counselors. Specifically excluded from the bargaining unit shall be any person who serves in the capacity of Superintendent, Assistant Superintendent, Principal, Assistant Principal, or other supervisory positions, and persons providing services to the district through a contract service agreement.

## ARTICLE 3

### ASSOCIATION RIGHTS

As the recognized representative of the teachers, the Association shall have the following rights:

1. Advance copy of Board agendas, and addendums, if available, 24 hours prior to the Board Meeting,
2. The right to address any subject at Board meetings.
3. Copy of official minutes of Board meetings and monthly Treasurer's report.
4. The Association President will be provided a copy of documents of public record upon request without charge.
5. Use of bulletin boards in the teachers' lounges.
6. Use of the Public Address System for announcements to members, except during the student day. Times for making such announcements shall be determined by the Building Principal.
7. Permission to make announcements during faculty meetings.
8. Use of individual teacher mailboxes and interschool mail, including e-mail and the Internet.
9. Permission to visit school buildings by the Association President, his/her designee and/or the Uniserv Consultant. Visitations shall be with permission only, shall not interfere with normal school activities and may be given by the Building Principal or Superintendent. Permission for such visitations shall not be unreasonably withheld.
10. Names of newly employed teachers shall be provided to the Association as early as practicable following Board approval of their contract. The Administration will provide addresses.
11. The Association shall be granted four (4) days of Association leave every school year. Such leave shall be at no loss or gain in pay. Notification for the use of such leave shall be given to the Superintendent or his/her designee at least five (5) school days prior to taking the leave of absence,
12. The Association President shall receive a copy of the Board Policy Book and any updated material for its revision. It shall be each Association President's responsibility to pass the policy book to his/her successor and to notify the Superintendent.

**ARTICLE 4**  
**NON-DISCRIMINATION**

- A. The parties hereto agree that neither the Board nor the Association shall discriminate against an employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.
- B. The Board, the Association and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, religion, color, national origin, ancestry, age, sex, sexual orientation, handicap, marital status, or veteran status.

**ARTICLE 5**  
**PAYROLL DEDUCTIONS**

- A. Deductions shall be made from each pay check for the following:
  - 1. Federal Income Tax
  - 2. Ohio Income Tax
  - 3. City or School Income Tax, if any
  - 4. Ohio State Teachers Retirement System
- B. Optional deductions may include:
  - 1. Insurance
  - 2. Tax Sheltered Annuities-when at least three employees are enrolled, except those in effect on the date of ratification of this agreement.
  - 3. The regular periodic dues of the United Teaching Profession (TVEA, WOE, OEA, NEA), hereinafter "UTP"
  - 4. Credit Union for school employees.
  - 5. OEA-Fund for Children and Public Education
- C. UTP dues shall be deducted from those teachers who individually and voluntarily authorize such deduction and turn over such authorization to the-Treasurer. Deductions shall be in equal amounts and shall begin with the first pay check in October and be made over twenty (20) pay periods of each school year. Any amounts withheld hereunder shall be transmitted to the Association within ten (10) work days following the pay period in which deductions were withheld. With each transmittal of money, the Treasurer shall provide the Association with the name of each employee for whom a deduction was made and the amount deducted from each employee's pay. Such authorizations shall continue from year to year unless otherwise revoked in writing by the individual teacher. Such revocations shall be turned in to the office of the Treasurer by September 15 of the school year.

The Treasurer shall deduct the remaining annual UTP deductions due the Association from an employee's final pay when an employee leaves employment or initiates an unpaid leave of absence after the beginning of the work year.

The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section.

D. Separate checks will be prepared for all supplemental pays. These monies will not be included with regular paychecks.

E. Supplemental paychecks will be paid no later than:

Friday before the 2nd pay in October for fall activities

Friday before the 2nd pay in March for winter activities

Friday before the 2nd pay in May for spring activities & yearlong supplementals

## ARTICLE 6

### PAYROLL PROCEDURES

The Treasurer shall notify annually, no later than the first day of September, each teacher who holds a valid contract for the succeeding school year, the salary to be paid such teacher during that school year. Employees shall be paid in twenty-six (26) equal installments. This salary notification timeline supersedes and replaces the timeline in 3319.12 O.R.C. All other provisions of 3319.12 O.R.C. remain in full force and effect.

A system of electronic transfer of paychecks has been established, and it will be offered to employees on a voluntary basis. Paychecks, or pay stubs for those who electronic transfer, will be in teacher mailboxes on Friday mornings. Paychecks electronically transferred will be in the employee's account on paydays by noon except in those situations where the bank is responsible for a delay.

## ARTICLE 7

### SCHOOL CALENDAR

The Administration, in seeking to involve teachers in regard to the school calendar, will accept recommendations from the Association by November 1 of any school year. Such recommendations shall be-submitted to the Superintendent.

## ARTICLE 8

### HOURS OF WORK

The normal teaching hours of full-time teachers covered hereunder shall not be more than seven and one-half (7-1/2) hours per teacher work day in the adopted school calendar, including a 30minute duty-free lunch period. The school year shall be one hundred eighty-five (185) school days.

The Board of Education recognizes that staff, in the performance of their duties at open house, parent/teacher conferences and faculty meetings, may stay past 3:15 p.m. It is the responsibility of the administration to assure that faculty time be used judiciously in these

situations. Two release days worked into the calendar will compensate for parent/teacher conferences.

Teachers who are required to perform other duties or attend other functions outside of the regular contract day/year shall be compensated in an amount equal to their pro-rated per diem rate.

If extra duties beyond the contract day/year are due to grants awarded, then stipends will be given. If no stipend monies are included in the grant then the teacher will be compensated in the amount equal to the teacher's pro-rated per diem rate.

Teachers that volunteer to be on committees that meet outside the regular contract day/year will not be compensated for their extra time.

Each full-time teacher shall have a daily minimum preparation/conference/evaluation time consisting of a weekly equivalent of forty (40) minutes for each full day of work. Part-time teachers shall have daily preparation time proportional to their work hours.

On days when a delay in the starting time for schools is announced, teachers will not be required to report for work at the normally scheduled reporting time. Reporting time for teachers who normally report for work at the start of the school day will be delayed by that amount of time announced for the delay.

## ARTICLE 9

### WORKING CONDITIONS.

#### A. Health and Safety

1. The Tri-Village Board of Education accepts its responsibility to provide a safe, healthy working environment for teachers and students.
2. The Superintendent will make sure that employees and students are properly trained in safety methods, that protective devices and equipment are available to meet safety standards, and that proper rules and records are maintained to meet the requirements of the law.
3. First aid kits will be distributed to each classroom and restocked as needed.
4. There shall be no reprisal, coercion, or discrimination against any employee for reporting any unsafe or unhealthy working condition, or for refusing to work in an unsafe environment or to perform unsafe tasks.
5. The established joint safety and health committee will continue to function and meet on an as needed basis.

#### B. Facilities for teachers

1. Where physically practicable, classrooms shall have space in which instructional materials

and supplies may be kept. Existing telephone facilities may be used by teachers in accordance with procedures established by the Administrator. Where physically practicable, existing teacher lounges and adequate free parking facilities close to each building should be provided. There will be restroom facilities in each building suitable for adult use, and such restroom facilities shall allow for privacy. Classrooms shall have adequate whiteboards and bulletin boards to complement the classroom teachers' instructions,

C. Integrating Special Needs Students

1. The Board recognizes the rights of regular and special area teachers to preserve the educational balance in their classrooms. The following may be used by the teachers who have or will have one or more special needs students included into their classes:
  - a. The receiving teacher(s) at the appropriate level have the right to be present at any placement committee meeting. This includes the annual IEP review.
  - b. The receiving teacher(s) can request a placement committee meeting at any time to review the student(s) placement. This meeting will take place promptly.
  - c. Support services required by the IEP will follow the student into the regular classroom.

D. Medical needs

1. Regular classroom teachers (other than the School Nurse) will not be required to do medical care or nursing duties. Teachers will also not be required to perform custodial care (i.e. diapering, toileting, lifting).
2. Each teacher at each grade level will be notified of medical problems for which accommodation needs to be made.

## ARTICLE 10

### TEACHER EVALUATION

A. Purpose

1. To assess an employee's work performance.
2. To help the employee to achieve greater effectiveness in performance of the work assignment.
3. To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

B. Procedures

1. Evaluator  
Evaluation of an employee shall be conducted by their Principal.
2. Schedule for Formal Evaluations

A teacher who is employed under a one (1) year limited term contract shall be evaluated annually. A teacher who is employed under a multi-year limited term contract shall be evaluated in the year that the contract expires. A teacher who is employed under a continuing contract shall be evaluated once every five years. This is a minimum requirement. Depending upon circumstances, *more* frequent evaluations may take place.

3. Criteria for Evaluation

An employee shall be evaluated on criteria set forth in the Evaluation Instrument attached as Appendix C and incorporated herein.

No employee shall be evaluated on his or her work performance except after fair and reasonable observation of the work performance of the employee.

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

C. Observations

1. Schedule of Observations

- a. One evaluation which shall be composed of at least two (2) thirty-minute classroom observations that shall be completed on or before January 15.

An outline of the results of the evaluation shall be given to and discussed with the teacher no later than January 25.

- b. One evaluation, which shall be composed of at least two (2) thirty-minute classroom observations that shall be completed between February 10 and April 1.

An outline of the results of the evaluation shall be given to and discussed with the teacher no later than April 10.

- c. The teacher will be notified in writing by the Superintendent no later than April 30 if a recommendation for non-renewal is being sent to the Board. Within 10 days of receipt of notice to be non-renewed, the teacher may request reasons for nonrenewal. Prior to any Board action on the recommendation for non-renewal, the teacher will be granted, upon written request, an opportunity to present to the Board, in executive session, information Concerning the recommendation for nonrenewal. The teacher may be accompanied by an Association representative at the meeting. The Board may have legal representation at the meeting.

D. Identification of Deficiencies

1. Deficiencies Identified Through Formal Observations

An employee, who has been determined to be deficient in certain respects, shall be furnished an improvement plan. The Principal shall assist the employee in correcting those deficiencies. However, the responsibility for making the corrections of deficiencies is the employee's. The evaluator shall submit an outline for

correcting the deficiencies that shall include ways in which the supervisor shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between evaluations to allow time for improvement.

E. Finalization of Formal Evaluation

1. Completion of Evaluation Process

A copy of the formal written evaluation report shall be given to the employee and a conference shall be held between the employee and the evaluator by the time deadlines set above. The performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file. The employee's signature does not indicate an agreement with the contents of the evaluation report, it only indicates that a copy was received and discussed with the employee.

2. Objection to the Evaluation

If the employee deems the formal written evaluation report to be incomplete, inaccurate or unjust, the employee may put objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

ARTICLE 11

PROFESSIONAL DEVELOPMENT

- A. In-Service -- The Board may designate two (2) full or part-time days on the school calendar as in-service education training days. An In-Service Committee selected by the Superintendent and the Association President shall plan, recommend and, after the Superintendent's approval, implement educationally oriented professional improvement programs. The Committee's plan must include cost estimates.

The Board may establish an in-service program appropriation of not less than \$400.00 to be used for reimbursement of necessary, reasonable and actual expenses incurred in implementing such in-service program.

- B. Entry year program as per Faculty Handbook.

- C. **Tuition Reimbursement** -- The Board agrees to establish a fund for tuition reimbursement. The fund will be evenly distributed to all certified/licensed staff who have proof of legitimate graduate earned credit with either a C or higher grade or a P status. Employees may not receive more than their actual tuition costs. Employees must provide to the Superintendent by June 15th of each year, proof of course taken, grade received and payment made, in order to qualify for reimbursement. Payment shall be made by August 31 of each year. The fund will be closed out each year regardless of how much has or has not been used, and a new fund of \$4,000 will be established.

## ARTICLE 12

### SICK LEAVE

#### A. Accumulation

A full-time teacher shall be entitled to one and one-fourth (1 1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to a maximum accumulation of two hundred sixty (260) work days. Half-time teachers shall have a pro rata portion of the above benefits. Sick leave may be used in one-fourth day increments.

#### B. Uses of Sick Leave

1. For absences due to personal illness, pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to care for an ill or injured member of the teacher's immediate family.

Teachers may use accumulated sick leave for any disabling complication of pregnancy or childbirth, provided she is on active pay status at the time disability occurs. An estimate of the length of time the teacher will be off must be provided to the teacher's principal.

The immediate family shall be defined as the teacher's mother, father, step-mother, stepfather, foster parent, father-in-law, mother-in-law, husband, wife, child (including step-child, foster child, or adopted child), daughter-in-law, son-in-law, brother, sister, grandparents, grandchildren, or other person living as a permanent resident of the teacher's household for a period of at least one year.

2. To attend the funeral of a member of the immediate family or a near relative, this leave shall be limited to up to three (3) consecutive days per occurrence. A near relative shall be defined as the teacher's aunt, uncle, niece, nephew or first cousin. In ease of extenuating circumstances, with approval of the Superintendent, additional sick leave days may be granted.
3. To attend the funeral of a relative other than a member of the immediate family or near relative, this leave shall be limited to one (1) day. Up to one (1) additional day chargeable to sick leave may be granted under this paragraph or paragraph 2 above at the discretion of the Superintendent and if the travel distance to the funeral is a distance of 200 miles or more, one Way. Distance shall be calculated from the employee's current official residence as is on record in the Central Office to the residence of the deceased relative. Proof of such distance shall be the responsibility of the teacher.

C. Responsibility

All teachers shall be responsible for notifying their Building Principal or his/her designee when sick leave is to be used. Failure to notify the appropriate person maybe grounds for denial of benefits. Medical evidence may be required in accordance with the provisions of Section 3319.141, Ohio Revised Code.

Teachers are to contact their building administrator or his/her designee no later than 6:30 a.m. when sick leave is to be used. The principal's office shall be notified by 2:30 p.m. each day and advised as to the attendance of the teacher for the next day in order to facilitate retaining a substitute teacher.

All teachers are to complete a sick leave form for the use of sick leave no later than five (5) days following the last day leave is used. Failure to timely submit the sick leave form may result in a denial of the sick leave benefits.

D. False Claim

No payment of salary or benefits will be made for an unauthorized absence, and/or abuse of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for disciplinary action.

E. Advancement

In the event a teacher has not accumulated sick leave credits, an advancement of five (5) sick leave days shall be provided in accordance with the provisions of Section 3319.141, Ohio Revised Code. Said advance shall be charged against the sick leave he/she subsequently accumulates. No benefit shall be paid hereunder unless the teacher is physically able to earn subsequent sick leave credits.

F. Emergency Closings

Should the schools be closed during the period of a teacher's sick leave by an "emergency" day or holiday, as called by the Superintendent, such teacher will not be charged with a sick leave day.

G. Sick Leave Transfers

Full-time teachers are eligible to participate in a transfer of sick leave days. Request for the transfer of sick leave days must be made on the Sick Leave Transfer Request form, which is identified as Addendum M. The employee must qualify for sick leave as defined by the contractual agreement. Sick leave transfer can be applied for only when ALL leave is exhausted from an employee including personal leave. Only earned sick leave may be transferred. Application for sick leave transfer must be made prior to the date of requested usage, unless there are mitigating circumstances agreed by the School District and Association that would qualify as emergency use, and must be reported to the District Treasurer in one week blocks for accounting purposes. Management of leave transfers will be the sole responsibility of the Tri-Village Education Association. Sick leave transfers are at will from any eligible employee to any eligible employee and only carry a "day value" and not a "dollar value." Article 12, section G is not subject to the grievance process.

## ARTICLE 13

### SICK LEAVE CONVERSION

#### A. General

The following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement or death of an employee Covered hereunder.

#### B. Employees Eligible For Conversion

"Employees" as used in this Article is defined as any employee who:

1. Has been employed by the Board continuously for a period of at least five (5) years prior to the date of retirement.
2. Accrues sick leave pursuant to the provision of the Revised Code of Ohio,
3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Revised Code of Ohio and has had an application approved by the applicable Retirement System.
4. Retires from the employment of the Board after the effective date of this Agreement.

#### C. Conversion Factor

All sick leave accumulated by eligible employees as defined in "B", up to a maximum of two hundred sixty (260) total days shall be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave converted subject to the following:

1. The maximum number of days paid as conversion pay under this article shall be sixty-five (65).

#### D. Miscellaneous

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

- E. In the event of the death of an employee covered hereunder who is otherwise eligible for severance pay, such employee shall be deemed to have made application for severance pay. Payment of the severance pay shall be made to the employee's estate and shall be released to the qualified appointed Executor or Administrator of the employee's estate.

## ARTICLE 14

### PERSONAL LEAVE

- A. Subject to the conditions set forth herein, all teachers covered hereunder shall be entitled to receive up to three (3) unrestricted non-cumulative days of personal leave each school year without loss of salary.

### NO CHARGE AGAINST ACCRUED SICK LEAVE

- B. The personal leave days granted under the provisions above shall be in addition to any earned sick leave benefits to which a teacher may be entitled and shall not be charged against any sick leave accumulation which have accrued.
- C. Any unused personal leave day shall not be carried as an accumulation beyond the school year in which earned.
- D. Half-time service teachers may be granted one-and-one-half (1 1/2) days of personal leave which may be taken on a half-day basis.

### USE OF PERSONAL LEAVE

- E. Such personal leave must be taken in one-half or whole day increments. APPLICATION FOR PERSONAL LEAVE
- F. Except in a case of an emergency which prevents the teacher from securing advance approval, or in the case of severe snow storms delaying arrival, teachers desiring to take personal leave must submit an application for such leave, at least five (5) work days in advance of the day desired off, to the applicable principal. The principal shall indicate on the application form his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half or one day segments.

### RESTRICTIONS ON THE USE OF PERSONAL LEAVE

- G. Personal leave may not be taken on the following occasions unless extenuating circumstances or an emergency merits approval of the Superintendent or his/her designee. Leave requests hereunder shall not be unreasonably denied.
  - 1. No Personal leave will be granted during the ten (10) student days immediately prior to the end of the school year, except for graduation exercises if employee is the immediate family.
  - 2. When ten percent (10%) of the total staff on any given date is absence unless extenuating circumstances merit approval by the Superintendent. Leave requests hereunder shall not be unreasonably denied.

### PAYMENT IN LIEU OF PERSONAL LEAVE

- H. If personal leave days, or portions thereof, are not used by the employee, that employee shall receive payment in lieu of with the amount being \$60.00 per day not used. Payment will be made the second pay in September, after the school year in which the personal days could have been used.

## **ARTICLE 14.1**

### **PERFECT ATTENDANCE**

Certified/licensed staff members shall be paid for perfect attendance incentive based on non-use of both sick leave and personal leave days within a contracted year. A payment of \$300.00 for perfect attendance will be paid in the second pay in September after the school year in which sick and personal leave days could have been used.

## **ARTICLE 15**

### **ASSAULT LEAVE**

- A. If a teacher covered hereunder suffers incapacitation from normal duties as a result of a battery in performance of contractual duties occurring on the school premises or during a school sponsored function, such assault shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours following receipt of the report. When such an assault results in absence from duty for medical reasons, the absence will not be charged to sick leave for the first ten (10) day period. Sick leave benefits may be utilized thereafter except as may be set forth in paragraph C below,
- B. The teacher and the principal shall cooperate with police and judicial authorities with respect to the decision to file criminal charges as well as in any subsequent judicial proceeding, if necessary. Teachers will receive time off with no loss in pay for time spent in judicial proceedings as requested by police or judicial officers.
- C. If the teacher so elects, application may be made for a determination of weekly disability benefits pursuant to the Ohio Workers' Compensation Act in lieu of utilizing sick leave benefits.

## **ARTICLE 16**

### **JURY DUTY/WITNESS LEAVE**

- A. A teacher shall be released from his/her duties when the teacher serves as a juror. The teacher shall continue to receive his/her regular pay during such absence, but upon return from jury duty, the teacher shall return the jury duty fee received from the Court to the Board Treasurer.
- B. Any teacher subpoenaed as a witness on behalf of the Board, or in a school related matter where the teacher is subpoenaed and the Board is not a party to the action, or a personal matter other than a suit against the board, the teacher shall not lose pay for the appearance time.

## ARTICLE 17

### SABBATICAL LEAVE

A full-time teacher who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence for one (1) or two (2) semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher shall be required to return to the District at the end of the leave for a period of at least one (1) year, if requested by the Board, unless the teacher has completed twenty-five (25) years of teaching in this State.

The Board shall not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five (5%) percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

## ARTICLE 18

### MILITARY LEAVE OE ABSENCE

Any teacher who leaves a teaching position, by resignation or otherwise, and within forty (40) school days thereafter, enters the armed services of the United States or the auxiliaries thereof, who return from such service with a discharge other than dishonorable, shall be reemployed by the Board under the same type of contract as that which he/she last held, if such teacher within ninety (90) days after such discharge, applies to the Board for reemployment. Upon such application, such teacher shall be reemployed at the first of the next school semester, if such application is made not less than thirty (30) days prior to the first of such next school semester, in which case such teacher shall be reemployed the first of the following school semester, unless the Board waives the requirement for such thirty (30) day period.

For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof, shall be counted as though teaching service has been performed during such time.

The Board may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof, in accordance with Section 3319.17 of the Revised Code,

## ARTICLE 19

### MATERNITY LEAVE

Repealed as of May 18, 2009

## ARTICLE 20

### CHILD CARE LEAVE

The Board shall grant a leave of absence without pay to a teacher for the care of a newly born infant, except that when both parents of said infant are employed by the Board only one parent may be granted such a leave at the same time.

When teachers request child care leave, written notification of such a request shall be sent to the office of the superintendent at least thirty (30) days in advance of the effective date. Child care leave may be requested for the balance of a grading period, the balance of a semester, or the balance of the school year. The date of the teacher's expected return must be included in the request.

If the leave was granted for the balance of the second semester or the balance of the school year, the teacher shall notify the Board, through the Superintendent, prior to March 1, if the teacher intends to return to work at the beginning of the following school year or if the teacher desires a one (1) year extension of the leave which must be for the next full school year or if the teacher intends to resign at the end of the school year. The Board shall grant the extension if it is requested. During the one (1) year extension, the teacher shall notify the Board, through the Superintendent, prior to March 1, if the teacher intends to return to work at the beginning of the following school year. If the teacher does not choose to return to work after the one (1) year extension, he/she will submit a letter of resignation to the Superintendent prior to March 1. A teacher returning to work at the expiration of any such leave described in this article shall assume the contract status which he/she held prior to such leave.

Upon request, child care leave shall be granted for the adoption of a child. The leave shall begin at a time mutually agreed upon between the Superintendent and the teacher. All considerations for a leave of absence for adoption are subject to the preceding considerations stated for child care leave.

## ARTICLE 21

### UNPAID LEAVE OF ABSENCE

- A. Upon the written request of a teacher, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for purposes not otherwise set forth in this Agreement, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request, the Board may grant similar leave of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewal in accordance with Section 3319.16 of the Revised Code,

Upon the return to service of a teacher at the expiration of such leave, he/she shall assume the contract status which he/she held prior to such leave.

- B. Leaves of absence without pay for five (5) days or less may be granted at the discretion of the Superintendent. His/her approval or disapproval shall be final and not subject to the Grievance Procedure.

## ARTICLE 22

### CONDITIONS APPLYING TO LEAVES

The following conditions shall apply to all leaves listed below:

Sabbatical  
Maternity  
Child Care  
Unpaid

Time spent on approved leaves of absence shall not count toward seniority for any purposes described in this agreement. An approved leave of absence shall not be considered time worked for the purpose of determining seniority.

While on leave, a teacher will remain part of the employee group for insurance purposes, provided the teacher pays to the treasurer monthly, in advance, the full cost for the insurance premiums which he/she wishes to maintain.

Upon return from leave, the teacher shall be returned to the position held prior to the leave and contract status held prior to the leave.

## ARTICLE 23

### FAMILY AND MEDICAL LEAVE

Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993.

1. A year shall be defined as the twelve (12) month period of time from the last usage of this leave under FMLA by the employee.
2. The Board shall return the employee taking a leave under this article to the same position he/she occupied prior to the leave.
3. The Board shall continue to pay the Board contribution to the current health insurance coverage for the employee while he/she is on leave under this article provided these insurances were in place for the employee at the time of the FMLA leave request.
4. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

## ARTICLE 24

### PROFESSIONAL MEETING ATTENDANCE

- A. During each school year, three (3) professional leave days shall be granted upon request for attendance at clinics, workshops, professional meetings, conferences, or other educational experiences involving the teaching or extracurricular duties of employees.

- B. When granted, with reimbursement approval, the Board will reimburse teachers for actual expenses subject to the maximums set forth below.
1. Travel -- current IRS rate per mile for round trip mileage within the State of Ohio.
  2. Housing -- not to exceed \$65.00 per night. Teachers are encouraged to share accommodations whenever possible.
  3. Meals not to exceed \$30.00 per day.
  4. Registration fees not to exceed \$150, except those meetings where the school district is required to send a representative, in which case the Board shall pay the required fee.
- C. Application must be made on the approved form and be signed by the principal and Superintendent at least ten (10) school days in advance of the planned Professional Leave, unless waived by the Superintendent.

All mileage and professional expenses shall be filed with the Superintendent not later than the 10th day of the month following the month in which the expenses were incurred. The teacher shall include receipts for those expenditures for which he/she expects reimbursement. Costs will not be reimbursed for any items not listed in advance of the leave on a requisition form submitted at the time of the application for professional leave and approved by the principal and superintendent. The Superintendent is required to approve all Professional Leaves for which expenses are requested.

## **ARTICLE 25**

### **TRANSFERS, VACANCIES, AND ASSIGNMENTS**

- A. Any request by an employee covered hereunder for a transfer to a different assignment shall be made in writing to the Superintendent on or before April 1 of each calendar year. Transfer requests shall set forth the reasons for requesting such a transfer.
- B. Employees requesting transfers as provided for in this article shall, upon request, be afforded the opportunity for an interview with the Superintendent or his/her designee.
- C. A vacancy shall be defined as a position which is available due to retirement, resignation, non-renewal, death, authorized leave-of-absence, transfer, or newly created position which the Board determines to fill.
- D. Vacancies in certificated/licensed and supplemental positions occurring during the school year shall be posted in conspicuous places in each building for a period of not less than seven (7) working days. Notice of summer vacancies shall be sent with teachers' paychecks.
- E. Assignments by the Superintendent, when no requests for transfer or assignment have been made by teachers, shall not be made in an arbitrary or capricious manner. In the case of assignment to a vacancy where a request for transfer has been made by more than one teacher, consideration will be given to the most senior teacher when qualifications are relatively equal.
- F. Administration will make every effort to not involuntarily transfer a teacher two years in a row,

but reserve *the* right if operation of the school necessitates it.

## ARTICLE 26

### INDIVIDUAL CONTRACTS

#### A. Contractual Status

All certificated/licensed teachers shall be given a limited or continuing contract based upon

1. The type of certificate/license possessed,
2. Training and educational background, and
3. Teaching experience.

The Board shall recognize all previous teaching experience when employing a teacher. Previous experience shall include K-12 teaching in public school and publicly supported special schools as such is set forth in the Ohio Revised Code and may additionally include teaching experience in private schools, universities, colleges, and publicly supported junior or community colleges.

All contracts offered to teachers must be returned *to* the Superintendent within fourteen (14) days.

#### B. Limited Contracts

The Board may issue multiple year limited contracts to teachers who have evidenced satisfactory teaching through the Teacher Evaluation System. Additionally, multiple year contracts may be issued to those teachers who have an expiring certificate, if said teachers have submitted renewal applications for their certificates *to* the Superintendent by March 1. Any limited contract of more than one (1) year's duration shall be for periods of two (2), three (3) or five (5) years. Consecutive one (1) year contracts shall be limited to two (2), except where a teacher's temporary certificate could expire during the term of a multiple year limited contract, where program cuts are likely *to* occur during the term of a multiple year limited contract or in those circumstances where student enrollment is likely to cause a reduction in force of a teacher otherwise eligible for a multiple year limited contract. Except to the extent provided herein, teachers not eligible for continuing contracts and who have been employed as teachers by the Board on a limited contract basis for more than eight (8) years, shall be given, at the minimum, two (2) year limited contracts, provided the Board may, in lieu of non-renewal, offer *a* one (1) year probationary contract if the teacher's written evaluation warrants same.

#### C. Continuing Contracts

In order to be eligible for a continuing contract, a teacher must meet the requirements specified in the Ohio Revised Code. Teachers who have had a continuing contract elsewhere in Ohio become eligible for a continuing contract after serving a two (2) year period in the Tri-Village Schools. Teachers who have met all legal requirements to become eligible for a continuing contract but whose work has been evaluated as being less than satisfactory, using the prescribed evaluation procedures, shall be notified in accordance with said evaluation procedures and Ohio Revised Code 3319.11, which currently states that they may be placed on a limited contract for a period of not more than two (2) years, provided they are given written notice of the

intent to issue such limited contract, with reasons directed at professional improvement of the teacher on or before April 30. If they are reemployed at the end of this limited contract period, they shall be granted a continuing contract.

#### D. Supplemental Contracts

Teachers who are employed and are to be compensated by the Board for approved supplemental (or extended-time) duties in addition to regular teaching duties, shall be employed on "supplemental contracts."

A teacher who is hired to perform an extra-curricular duty shall receive a written supplemental contract that shall include the duties to be performed, the schedule level, years experience, and the contract year.

A teacher's performance of contracted supplemental duties may not adversely affect personnel decisions regarding the employee's regular employment. A teacher may decline a supplemental position without fear of reprisal.

When a supplemental position is declared vacant, such vacancy shall be posted in accordance with Article 25. Consideration for filling supplemental contract positions shall be given in the following manner and order:

1. Qualified certificated/licensed staff members in the district.
2. Qualified certificated/licensed staff members outside the district.
3. Qualified non certificated/non licensed individuals.

A supplemental contract shall automatically expire at the end of its term without further action by the Board. In any case where the Board intends to fill a supplemental position, and where the incumbent in that position is a member of the bargaining unit, if the Board does not intend to rehire the incumbent for the succeeding school year, the following procedure shall apply:

1. The incumbent will be notified in writing one week in advance of the board meeting where action is to be taken, that it is the Board's intent not to rehire the individual to the supplemental position. Upon request, the incumbent is entitled to an interview with the appropriate administrator, who will explain the reasons for the decision.
2. The decision to not rehire shall not be subject to the grievance procedure.

### **ARTICLE 27** **REDUCTION IN FORCE**

When, by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, grade or curricular changes, or for financial reasons, a board of education decides that it will be necessary to reduce the number of teachers by suspension of contracts, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected (certified/licensed area(s)), give preference to teachers on continuing contracts and to

teachers who have greater seniority. Teachers, whose contracts are suspended shall have the right of restoration to continuing service status in order of seniority of service in the district if and when teaching positions in the respective area(s) of certification/licensure become vacant or are created for which any of such teachers are or become qualified. Such right of recall shall be limited to two (2) years. Recall shall be given to those persons whose area(s) of certification/licensure is on record with the Board at the time positions become vacant or are created.

- A. If the Board determines it necessary to reduce the number of faculty positions, these procedures shall apply. Those contracts to be suspended will be chosen as follows:
1. All members of the faculty will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Said list is to be prepared and maintained by the Superintendent and given to the Association President upon request. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
  2. Seniority will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this district.
    - a. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority,
    - b. If two or more teachers have the same length of continuous service, seniority will be determined by:
      - the date of the board meeting at which the teacher was hired, and then;
      - the date the teacher signed his/her initial employment contract in the district, and then by;
      - any remaining ties will be broken by lot.
  3. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/licensure. Any such election must be made in writing to the Superintendent within ten (10) days from the time the teacher is notified he/she will be affected.
- B. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of the reduction. Teachers on the recall list will have the following rights:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.
  2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
  3. If a vacancy occurs, the Board will send a certificated announcement to the first known

address of all teachers on the recall list who are qualified according to those provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven calendar days, or who declines to accept the position, will forfeit all recall rights.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he enjoyed at the time of layoff.

## **ARTICLE 28**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A grievance is a complaint of a teacher or the Association involving the alleged violation of Board Rules and Regulations or a provision(s) of this Agreement.
2. A grievant shall mean the Association, a person or group alleging that some violation of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group.
3. No grievance may be filed concerning a matter which may be made the subject of a charge with a State or Federal Agency.
4. Any action by the Board to terminate, renew or not renew the contract of any professional staff member, whether such professional staff member is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.

#### **B. Procedure**

##### **Step I Informal Procedure**

The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within ten (10) work days after the grievant knows or should have known the act or conditions on which the grievance is based. In no event, however, may a grievance be filed more than thirty (30) calendar days following the date of the occurrence from which the grievance arose. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article.

##### **Step II - Formal Procedure**

If a satisfactory solution is not effected, the aggrieved party shall present his/her written

grievance to the principal within five (5) work days after the informal hearing. The principal shall, within five (5) work days of receipt of the grievance, conduct a hearing concerning the grievance. The principal shall advise or counsel the aggrieved party and shall provide a written answer to the grievance and forward it to the concerned parties within five (5) work days from the time of the hearing.

### **Step III - Superintendent**

If a satisfactory solution is not effected, the Association shall invoke Step III in writing and present same to the Superintendent within five (5) work days after receiving the Step II answer. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. The Superintendent shall decide whether to personally handle this Step of the grievance or delegate responsibility within five (5) work days of receipt of the grievance. The Superintendent or his/her designated representative shall advise or counsel the aggrieved party and shall provide a written answer to the grievance and forward to the concerned parties within five (5) work days from the time of the hearing.

### **Step IV - Advisory Arbitration**

If the action taken in Step III by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the Superintendent within five (5) work days, the Association may notify the Board in writing of its intent to submit the grievance to advisory arbitration. Any failure to invoke Step IV within ten (10) work days of the receipt of the Step III answer will be considered as the parties having reached a satisfactory resolution of the alleged grievance.

Upon receipt of the notice of intent to submit the grievance to advisory arbitration, the parties shall submit a request to the American Arbitration Association to provide the parties with a panel of seven (7) arbitrators with selection to be made in accordance with the Voluntary Rules of the American Arbitration Association. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expense incidental to the arbitration proceeding. Each party will be responsible for the fees and expenses of its representation.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor make any award which is inconsistent with this Agreement or contrary to law. The decision of the arbitrator shall be advisory on the grievant, the Association and the Board.

The Board shall take necessary action within two (2) regularly scheduled Board meetings after receipt of the arbitrator's decision. No further action may be taken on the matter after thirty (30) days of the Board's action.

### **C. Miscellaneous Provisions**

1. The aggrieved teacher, the Board and/or the representative of either shall not be denied the right to advise, counsel, and/or representation at Step II or above. No formal grievance meeting, adjustment of a grievance, or grievance solution shall take place without the knowledge of the Association.
2. A grievance may be withdrawn at any level without prejudice or record.

3. If the teacher and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.
4. If the administrator does not abide by the time limits set forth, the teacher filing the grievance and/or the Association may proceed to the next step,
5. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
6. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.
7. Any time limits or steps herein before set forth may be waived by the mutual written consent of the parties.

## **ARTICLE 29**

### **SALARY SCHEDULE**

Salary schedules for teachers covered hereunder shall be as set forth in Addendums attached hereto and made a part hereof.

Salary placement for-all teachers shall be in accordance with their education, teaching experience and military service. Experience, not to exceed ten (10) years, shall be determined as follows:

1. Teaching experience.
2. Military service up to five (5) years.

A full year of credit will be given for 120 days or more of teaching under contract and for eight (8) continuous months or more of active military service. A year's service credit for substitute teaching shall not be given unless the service was at least 120 work days as a substitute during a school year in this District.

Salary adjustments for additional training will be made upon presentation of transcripts and other documentation of additional training to the Superintendent or Board Treasurer prior to September 15 and February 15 of any school year.

1. Three (3) quarter hours shall equal two (2) semester hours.
2. Ten (10) Continuing Educational Units (CEU's) obtained from an authorized provider shall equal one (1) semester hour.
3. One hundred twenty (120) days teaching experience in any one year shall be considered one (1) year for experience credit.
4. To qualify to be placed on the Masters +15 or Masters +30 schedule, the additional training must be semester hours and must be earned after obtaining the Masters degree, Graduate hours in any teaching or related field will be accepted.

At no time will the salary of any teacher be less than \$200 above the State Minimum salary schedule.

## ARTICLE 29.1

### WAGES

Wage rates for certified employees will consist of a 0% increase on the base for Fiscal Year 2012, 2013, and 2014 with the below contingencies for Fiscal Year 2013 and 2014 salary schedule.

#### **Contingency A**

In Fiscal Year 2014, if the fund balance is equal to or greater than \$1,656,372, as indicated in the Five (5) Year Forecast on line 10.010 (Fund Balance June 30 for Certification of Appropriations) as set forth in Fiscal Year 2010, then the Fiscal Year 2013-2014 individual wage rate for certified employees shall be increased by 2% to be effective Fiscal Year 2014 (July 1, 2013).

#### **Contingency B**

In Fiscal Year 2013 and 2014, if condition a. above is not enacted in form, then no step increases will be given in Fiscal Year 2013 and 2014. However, changes in classification will be honored and not affected by this contingency. Further, if Contingency A is met for Fiscal Year 2014, then Contingency B would be revoked for Fiscal Year 2014 without penalty, meaning time served in Fiscal Year 2013 would be included in pay calculations.

**To represent the options of contingencies A & B, the following is provided for clarification. Only one of the options for each Fiscal Year (FY) would be applicable dependent on the conditions and contingency.**

#### **FY 2012**

- a. 0% increase on the salary base and step increases

#### **FY 2013**

- a. If STRS split passes – 0% increase on the base and step increases
- b. If STRS split does not pass – 0% increase on the base and no step increases

#### **FY 2014**

- a. If STRS split passes and no cash balance of \$1,656,372 – 0% increase on base and step increases
- b. If STRS split does not pass and no cash balance of \$1,656,372 – 0% increase on the base and no step increases
- c. If \$1,656,372 cash balance is reached – 2% increase on the base and step increases

## ARTICLE 30

### INSURANCE

- A. Employees may choose from a two-tier PPO plan of hospital, surgical, and medical insurance. There will be a Core Plan and a High Option Plan. The Board shall contribute 100% of the monthly single premium and 80% of the monthly family premium for those teachers enrolled in the Core Plan. For those employees enrolled in the High Option Plan, their premiums will be the Core Plan Employee share PLUS the difference between High & Core Plan rates.

1. Employees hired after July 1, 1993 who are employed less than full-time (7-1/2 hours per day, 185 work days) will be provided insurance benefits on a prorated basis.
2. For any employee not enrolled in a medical plan offered by the District (or withdraws from the plan effective September 1 of any contract year) for each year of this agreement, the Treasurer shall pay the sum of \$450 at the end of each year of the agreement.
3. Any newly hired employee during the term of this agreement shall be given the option of participating in either the single or family plan, or be paid the sum of \$450 by the Treasurer for non-participation in the plan as provided in section 2 above, with any partial year of service being paid on a prorated basis.

Such coverage shall be subject to the plan provisions as described in the summary plan description and such coverage shall be further subject to the coordination of benefits and subrogation provisions of such summary plan description.

- B. The Board shall, for a period not to exceed two (2) years, continue to carry on payroll records any teacher whose sick leave accumulation has expired or who is on a disability leave of absence or an approved leave of absence, for the purpose of Group Hospitalization, Surgical and Major Medical Insurance. In order to be eligible for such benefit, the teacher must pay the applicable monthly insurance premium to the Treasurer by the first day of every month.
- C. The insurer(s) providing the within coverage shall be at the choice of the Board. The Association shall be given sixty (60) days notice of any potential change in the choice of the insurer(s),
- D. Specifications of the PPO Plan\* include:

	HIGH OPTION PLAN	CORE OPTION PLAN
Copays		
Office Visit	15	20
Urgent Care	35	35
ER	75	75
Rx	10/20/30	10/20/30
	Generic/brand name/non-formulary	

(In Network - 60 day supply for mail order prescription plan; 30 day supply for retail pharmacies,)

(Out of Network - 50% for generic or brand name (no formulary) - no mail order plan.)

**Coinsurance**

<b>% Paid in Network</b>	100%	90%
<u>Exceptions:</u>		
Medical Supplies & Equip.	80%	80%
Hospice	80%	80%

<b>% Paid in Out of Network</b>	80%	70%
<u>Exceptions:</u>		
Medical Supplies & Equip.	60%	60%
Hospice	80%	80%
Transplants	50%	50%
Ambulance	100%	100%

**Annual Deductibles**

Single/Family Deductible – In Network	\$100 / \$200	\$100 / \$200
S/F Ded. - Out of Network	\$200 / \$400	\$200 / \$400

**Out of Pocket Max**

Single/Family - In Network	\$750 / \$1,500	\$1,000 / \$2,000
Single/Family Out of Net.	\$1,500 / \$3,000	\$2,000 / \$4,000

Organ transplant:

\$1,000,000 benefit (In Network & Out of Network) for organ and tissue transplants.

Maximum benefit:

\$5,000,000 per person per lifetime. This does not include the separate organ transplant benefit.

\*The plan is fully described in the Summary Plan Description

The plan will include Hospital Precertification and Second Surgical Opinion programs. The type of expenses covered will remain the same as in the current contract. The plan will cover usual and customary expenses for inpatient and outpatient hospital care, physician's charges, prescription drugs, medical supplies, and other medical services which are medically necessary and are incurred as a result of accident or illness.

- E. The Board agrees to provide each employee with a life insurance policy valued at \$20,000.
- F. The Board will provide at no cost to the employee a vision insurance plan arranged through the Benefits Office of the Educational Purchasing Cooperative wherein, as of the ratification date of this agreement, the agreed upon plan calls for an eye exam and lens replacement every twelve (12) months and new frames every twenty-four (24) months, with a split co-pay of \$10/25 for these services. Medically necessary contact lenses are covered in full. If the employee chooses to receive services outside the provided plan, they will be reimbursed according to the provided plan's reimbursement schedule. The plan is fully described in information available from the EPC.
- G. The Board shall contribute 80% of the total monthly premiums for those teachers enrolled in the basic and ortho dental insurance plan arranged through the Benefits Office of the Educational Purchasing Cooperative. The employees' share of premium will be more for the family plan than for the single plan. An employee electing a single plan for health insurance

can elect a family plan for dental insurance.

- H. There will be no restrictions regarding what Dentist you go to.
- I. An employee must notify the Treasurer in writing by September 1 if they would like to add or drop dental insurance for the current school year. If an employee chooses to opt out of the dental plan, they will be paid \$100 by the second pay in July, following the school year they would have been enrolled in the dental plan. Anyone hired after the September 1 deadline shall be given the option of participating in the dental insurance plan, or be paid the sum of \$100 by the Treasurer for nonparticipation in the dental plan, with any partial year of service being paid on a prorated basis.
- J. You can choose to opt out of both medical and dental insurance, or you can keep medical and opt out of dental. You cannot opt out of medical and have dental. You must have the medical insurance to be able to receive the dental insurance.

PLAN:

1. 100% preventive (two (2) cleaning/exams per year plus x-rays once a year). No Deductible \*\*
2. 80% basic restorative \*\*
3. 50% major restorative \*\*
4. Annual deductible on restoratives - \$50 per person, \$100 per family cap.
5. Maximum benefit - \$1,000 per person, per year.
6. 50% payment for Orthodontia, \$1,000 lifetime maximum, no deductible.

NOTE: \*\*Payment is made at these percentages of a reasonable fee.

**ARTICLE 31**

**SUBSTITUTES**

Every reasonable effort shall be made to acquire or recruit substitutes for absent teachers. A teacher shall not be required to cover an additional class unless the Superintendent and/or Principal deems it necessary after making a reasonable effort to acquire a substitute. A teacher who acts as a period substitute and gives up his/her planning shall be paid \$16.50 per period or pro rata portions thereof. For purposes of use of the above in the elementary building(s), a "period" shall be defined as a forty-five (45) consecutive minute period of time.

**ARTICLE 32**

**STRS PICK UP**

STRS pick-up will utilize the salary reduction method. The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "pick-up" by the Board as contemplated by Internal Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employees income reported by the Board as

subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up, nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

1. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
2. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
4. Such salary reduction shall be considered when combined with actual salary do not result in a salary which is less than the salary available under the State minimum salary schedule.
5. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
6. The Board is not liable, nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decision concerning this plan now or in the future.
7. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

### ARTICLE 33

#### MISCELLANEOUS.

- A. The Board shall provide each teacher covered hereunder with a copy, and the Association with five (5) copies, of this Collective Bargaining Agreement.
- B. Teachers required by the Board to use their private vehicles as part of a regular teaching assignment shall be reimbursed for the actual mileage driven at the current IRS rate mile for round trip mileage within the State of Ohio. Permission to utilize a private vehicle for such purpose(s) must be approved by the Superintendent.

Mileage reimbursement forms shall be filed for approval with the teacher's building principal by the 10th calendar day of the month immediately following the month in which the

mileage was actually driven. No claims will be recognized for mileage not reported as so described.

- C. The extended service days for the following positions will be compensated at the individual employee's per diem rate:

<u>Position</u>	<u>Extended Service Days</u>
Athletic Director	10
Band Director	20
Guidance Counselor	20
Library Media Specialist	10
Senior High Home Ec	5
Technology Coordinators	8 per coordinator

- D. Elementary LD/DH, Jr. High LD/DH, and High School LD/DH positions shall each be compensated in the amount of \$20 (twenty dollars) per IEP prepared, not to exceed \$500 annually per teacher. At the end of the school year when checking out, each teacher will provide a list to the Treasurer containing the name of each child an IEP was prepared for.

**ARTICLE 33.1**

**ASSOCIATION-ADMINISTRATION COMMITTEE**

- A. Association-Administration Committee

In the interest of sound contract administration and bilateral communication, a joint committee composed of the Association President and a representative from *each* building appointed in September of each school year, and the Superintendent and the respective principals, will convene at the request of either party to discuss subjects of concern to either party. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The party calling said meeting shall submit an agenda of the meeting. The meetings shall be alternately chaired by the parties and said meetings shall be scheduled at a time mutually convenient. The party chairing the meeting shall keep minutes and said minutes shall be distributed thereafter to all meeting participants.

- B. The Association-Administration Committee does not have the authority to amend the collective bargaining agreement, or to waive rights that individual employees and the Association have enjoyed, whether or not explicitly delineated in the Agreement.

**ARTICLE 33.2**

**LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

"Tri-Village will remain a member of the Darke County Schools' Professional Development Committee until otherwise voted by the Tri-Village Education Association."

**ARTICLE 33.3**

## TECHNOLOGY UTILIZATION

- A. Staff members agree to follow the regulations set up by Board Policy 7540.04f1. "Staff Network and Internet Acceptable Use and Safety Agreement'.
- B. Teachers supervising students using the Internet shall take reasonable measures to assure that students are adhering to the usage agreement signed by the students and parents/guardians.
- C. Teachers shall not suffer disciplinary action due to violation of Internet usage policy by students.

## ARTICLE 33.4

### PROGRESSIVE DISCIPLINE PROCEDURES

The administration may take progressive disciplinary action against any employee for just cause due to repeated violations of, or failure to comply with, any provision's of this contract or reasonable rules and regulations adopted by the Board of Education. Such disciplinary action for the same offense shall be imposed in the following manner;

#### First Occurrence

Verbal warning to the employee and a conference with the principal. Verbal warnings will be documented, initialed and dated by both parties and placed in the personnel file.

#### Second Occurrence

A written warning from the principal shall be given to the employee and Superintendent. The written warning will state the penalties that will be imposed if there is a third occurrence. The written warning shall be initialed and dated by the employee. The employee's signature will not indicate agreement with the content of the warning, but indicates only that the warning has been inspected by the employee. If a warning is placed in the personnel file it is to be stamped with the date it was placed into the file and initialed by the administrator placing the information in the file. The employee will be given three (3) working days to attach a written rebuttal to this written warning.

#### Third Occurrence

Conference with the Principal, Superintendent and employee and the employee's representative(s) to invoke the penalty that was stated in the written warning of step two.

Upon the initiative of the Superintendent for good and just cause, Steps I, II, III may be suspended and a member brought directly before the Superintendent for appropriate disciplinary action if the Superintendent can demonstrate that the offense is serious enough to warrant the suspension of the preceding disciplinary steps. The Superintendent may suspend a member without pay for a period not to exceed three (3) days.

The member of the bargaining unit shall be notified of his/her right to be represented at each step, and at no time shall that member be denied the presence of their representative.

Disciplinary action is subject to the grievance procedure as set forth in this contract. No teacher shall be reprimanded or disciplined without just cause. A suspension shall be held in abeyance until the grievance, if any, has been resolved.

Nothing herein shall preclude the Board of Education from instituting contract termination proceedings pursuant to Section 3319.16 and 3319.161 of the Revised Code at any time when, in the sole and exclusive discretion of said Board, it is determined such action is warranted.

In the event that an employee is accused of a violation of alcohol or substance abuse on school property, the Administration and Association shall thoroughly investigate the accusation. If the employee is deemed guilty, the employee shall be counseled and referred to an appropriate help program for the first offense. This step is to take the place of the verbal warning above,

If the employee is found guilty of violating the same policies, the Board shall administer discipline as set forth in the provisions above.

## **ARTICLE 34**

### **SAVINGS CLAUSE**

This Agreement is subject to all existing and applicable Federal laws, provided that should any change be made in any Federal laws which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions which are in conformity with acceptable law.

Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision of legislation shall apply only to that specific provision or portion thereof. The parties will meet and attempt to negotiate a replacement provision for any portion of this contract held unlawful or unenforceable. The remainder of the Agreement shall remain in full force and effect.

## **ARTICLE 35**

### **NO STRIKE/LOCKOUT**

- A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of the Agreement and the Association will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this Article.
- C. In the event the employees of the Board represented by the Association, engage in any

picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees covered hereunder shall continue to work during any such activity as a condition of continued employment, without exception, and upon the request of the Superintendent or the Board.

## **ARTICLE 36**

### **IMPASSE**

Either party to this Agreement shall have the authority to declare that negotiations for a successor agreement are at an impasse. When impasse is declared, the Federal Mediation and Conciliation Service shall be used as the sole method of impasse resolution.

## **ARTICLE 37**

### **COMPLAINTS AGAINST TEACHERS**

In the event that any citizen or teacher has a complaint or question concerning any teacher, the within procedures that follow will be utilized.

- A. Complaints directed against a teacher should be initially addressed to the concerned teacher, who shall promptly meet with the complainant to discuss the complaint.
- B. If the matter is not resolved at the first level, the complainant, building principal, and the concerned staff member shall meet to discuss the matter.
- C. If a meeting is sought by the complainant with the superintendent, after steps A and B have been followed, the teacher will be notified. If the complainant is a teacher, this procedure shall not move beyond "C".
- D. If a meeting is requested by the complainant with the Board of Education, the concerned teacher will be notified and will be given an opportunity to be present with his/her representative, if requested, at the meeting and to be heard on the issue.

Unverified anonymous complaints shall not be made the basis for disciplinary action or adversely affect a teacher's employment status.

## **ARTICLE 38**

### **PERSONNEL RECORDS**

- A. The only official personnel file for each teacher shall be maintained in the office of the Board of Education.
- B. Any material placed in the file shall be signed and dated by the person directing its placement in the file and by the teacher, who shall receive a copy of the material. If the teacher refuses to sign the material, such fact shall be noted. No anonymous letters or

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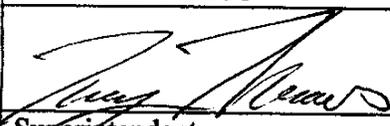
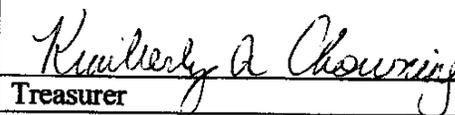
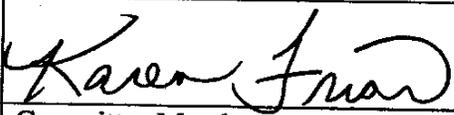
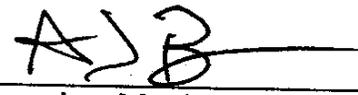
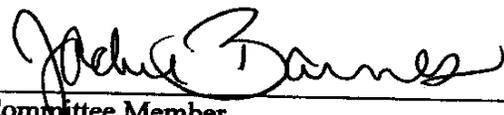
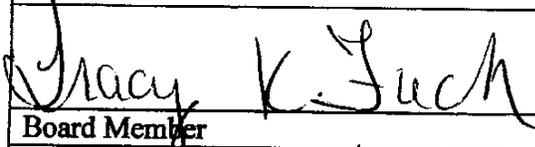
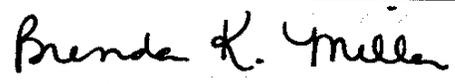
materials shall be placed in any teacher's file, nor shall they be made a matter of the personnel record. The teachers shall be entitled to make one copy of materials in their files at no cost, except for materials supplied prior to employment.

- C. Teachers may review their personnel files and may request a meeting with the Superintendent to remove materials from their file. The teacher may have an Association Rep. accompany them. At such time, the teacher and the Superintendent may mutually agree to remove materials from the file. Absent agreement, the teacher has all rights pursuant to Chapter 1357 ORC.
- D. Any documentary information outside the file which is to form the basis of a teacher's evaluation will be furnished to the teacher.
- E. Any disciplinary actions of record that are older than five (5) years shall be removed from the Personnel record.

**ARTICLE 39  
DURATION OF AGREEMENT**

This agreement, subject to adoption by the Board and ratification by the Association, shall be effective July 1, 2011 through June 30, 2014. Either party may petition to open negotiations for a successor Agreement by giving the other party notice to negotiate according to the provisions of Section 4117.14 of the Ohio Revised code.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16<sup>th</sup> day of May 2011.

FOR: TRI-VILLAGE LOCAL SCHOOL DISTRICT	FOR: TRI-VILLAGE EDUCATION ASSOCIATION
 Superintendent	 President
 Treasurer	 Committee Member
 Board President	 Committee Member
 Board Member	 Committee Member
 Board Member	 Committee Member
 Board Member	 Committee Member
 Board Member	 Designated Representative

**ADDENDUM A SALARY SCHEDULE (2011-2012) – BASE \$30,430**

<b>EXPERIENCE</b>	<b>BA</b>	<b>BA + 150</b>	<b>M</b>	<b>M + 15</b>	<b>M + 30</b>
0	\$30,430	\$31,647	\$32,864	\$34,082	\$35,299
1	\$31,373	\$32,773	\$34,142	\$35,512	\$36,790
2	\$32,317	\$33,899	\$35,421	\$36,912	\$38,281
3	\$33,260	\$35,025	\$36,699	\$38,342	\$39,742
4	\$34,203	\$36,151	\$37,977	\$39,772	\$41,233
5	\$35,147	\$37,277	\$39,224	\$41,172	\$42,724
6	\$36,090	\$38,403	\$40,502	\$42,602	\$44,215
7	\$37,033	\$39,529	\$41,780	\$44,032	\$45,706
8	\$37,977	\$40,654	\$43,058	\$45,432	\$47,167
9	\$38,920	\$41,780	\$44,337	\$46,862	\$48,658
10	\$39,863	\$42,906	\$45,615	\$48,292	\$50,149
11	\$40,807	\$44,032	\$46,893	\$49,723	\$51,640
12	\$41,750	\$45,158	\$48,171	\$51,122	\$53,131
13	\$42,693	\$46,284	\$49,449	\$52,553	\$54,591
14	\$43,637	\$47,410	\$50,696	\$53,983	\$56,082
17	\$43,637	\$47,410	\$51,335	\$54,683	\$56,843
20	\$44,580	\$48,536	\$51,974	\$55,383	\$57,574
23	\$44,580	\$48,536	\$52,613	\$56,113	\$58,304
26	\$45,523	\$49,662	\$53,253	\$56,813	\$59,065

Home Instruction – Tutor/Saturday School Supervision = .0008 x Base Salary  
 Effective July 1, 2010

**ADDENDUM A.1 SALARY SCHEDULE (2012-2013) – BASE \$30,430**

EXPERIENCE	BA	BA + 150	M	M + 15	M + 30
0	\$30,430	\$31,647	\$32,864	\$34,082	\$35,299
1	\$31,373	\$32,773	\$34,142	\$35,512	\$36,790
2	\$32,317	\$33,899	\$35,421	\$36,912	\$38,281
3	\$33,260	\$35,025	\$36,699	\$38,342	\$39,742
4	\$34,203	\$36,151	\$37,977	\$39,772	\$41,233
5	\$35,147	\$37,277	\$39,224	\$41,172	\$42,724
6	\$36,090	\$38,403	\$40,502	\$42,602	\$44,215
7	\$37,033	\$39,529	\$41,780	\$44,032	\$45,706
8	\$37,977	\$40,654	\$43,058	\$45,432	\$47,167
9	\$38,920	\$41,780	\$44,337	\$46,862	\$48,658
10	\$39,863	\$42,906	\$45,615	\$48,292	\$50,149
11	\$40,807	\$44,032	\$46,893	\$49,723	\$51,640
12	\$41,750	\$45,158	\$48,171	\$51,122	\$53,131
13	\$42,693	\$46,284	\$49,449	\$52,553	\$54,591
14	\$43,637	\$47,410	\$50,696	\$53,983	\$56,082
17	\$43,637	\$47,410	\$51,335	\$54,683	\$56,843
20	\$44,580	\$48,536	\$51,974	\$55,383	\$57,574
23	\$44,580	\$48,536	\$52,613	\$56,113	\$58,304
26	\$45,523	\$49,662	\$53,253	\$56,813	\$59,065

Home Instruction – Tutor/Saturday School Supervision = .0008 x Base Salary  
Effective July 1, 2010

**ADDENDUM A.2 SALARY SCHEDULE (2013-2014) – BASE \$30,430**

EXPERIENCE	BA	BA + 150	M	M + 15	M + 30
0	\$30,430	\$31,647	\$32,864	\$34,082	\$35,299
1	\$31,373	\$32,773	\$34,142	\$35,512	\$36,790
2	\$32,317	\$33,899	\$35,421	\$36,912	\$38,281
3	\$33,260	\$35,025	\$36,699	\$38,342	\$39,742
4	\$34,203	\$36,151	\$37,977	\$39,772	\$41,233
5	\$35,147	\$37,277	\$39,224	\$41,172	\$42,724
6	\$36,090	\$38,403	\$40,502	\$42,602	\$44,215
7	\$37,033	\$39,529	\$41,780	\$44,032	\$45,706
8	\$37,977	\$40,654	\$43,058	\$45,432	\$47,167
9	\$38,920	\$41,780	\$44,337	\$46,862	\$48,658
10	\$39,863	\$42,906	\$45,615	\$48,292	\$50,149
11	\$40,807	\$44,032	\$46,893	\$49,723	\$51,640
12	\$41,750	\$45,158	\$48,171	\$51,122	\$53,131
13	\$42,693	\$46,284	\$49,449	\$52,553	\$54,591
14	\$43,637	\$47,410	\$50,696	\$53,983	\$56,082
17	\$43,637	\$47,410	\$51,335	\$54,683	\$56,843
20	\$44,580	\$48,536	\$51,974	\$55,383	\$57,574
23	\$44,580	\$48,536	\$52,613	\$56,113	\$58,304
26	\$45,523	\$49,662	\$53,253	\$56,813	\$59,065

Home Instruction – Tutor/Saturday School Supervision = .0008 x Base Salary  
 Effective July 1, 2010

**ADDENDUM B-1  
SUPPLEMENTAL SALARY SCHEDULE**

<b>Schedule A</b>	Athletic Director
<b>Schedule B</b>	Head Boys Basketball Coach Head Girls Basketball Coach Transportation Supervisor
<b>Schedule C</b>	Assistant Boys Basketball Coach Assistant Girls Basketball Coach Head Baseball Coach Head Softball Coach Head Boys Volleyball Coach Head Girls Volleyball Coach Head High School Wrestling Coach Head High School Boys Track Coach Head High School Girls Track Coach Head Soccer Coach Technology Coordinator (1-HS, 1-EL)
<b>Schedule D</b>	High School Band Director IAT (Intervention Assistance Team) Chairman – 1 Elementary
<b>Schedule E</b>	Winter Sports Coordinator 9 <sup>th</sup> Grade Boys Basketball Coach 9 <sup>th</sup> Grade Girls Basketball Coach Cross Country Coach Boys Golf Coach Girls Golf Coach 8 <sup>th</sup> Grade Boys Basketball Coach 8 <sup>th</sup> Grade Girls Basketball Coach 7 <sup>th</sup> Grade Boys Basketball Coach 7 <sup>th</sup> Grade Girls Basketball Coach Yearbook Advisor High School Head Teacher
<b>Schedule F</b>	Fall Sports Coordinator Spring Sports Coordinator Junior High Boys Track Coach Junior High Girls Track Coach 8 <sup>th</sup> Grade Volleyball Coach 7 <sup>th</sup> Grade Volleyball Coach Assistant Baseball Coach Assistant Softball Coach Assistant Cross Country Coach Assistant Soccer Coach Assistant High School Track Coach Assistant High School Girls Volleyball Coach Assistant High School Boys Volleyball Coach

<b>Schedule G</b>	High School Cheerleading Advisor
<b>Schedule H</b>	Play Director Head Junior Class Advisor Student Council Advisor FCCLA Advisor
<b>Schedule I</b>	Vocal Music Director Flag Corps Advisor Junior High Student Council Advisor / Magazine Sale Director
<b>Schedule J</b>	Senior Class Advisor (2) National Honor Society Advisor Academic Activity Advisor Assistant Play Director Assistant Junior Class Advisor Junior High Cheerleading Advisor Sophomore Class Advisor Freshman Class Advisor IAT (Intervention Assistance Team) Chairman – 1 Jr/Sr High

1. The Supplemental Salary Schedule is applicable for all positions authorized for filling by the Board of Education.
2. The Supplemental Salary Schedule Committee will remain in place as a mechanism to review the creation of new supplemental contract positions. Its function shall be advisory only and shall constitute neither a relinquishing of the Board's right to create such positions nor the Association's right to bargain the effects of the creation of such positions. The supplemental Salary Schedule Committee shall be composed of the Superintendent, High School Principal, Athletic Director, Board of Education Member, and a representative of the Association.
3. A list of guidelines will be developed by the Athletic Director and reviewed by the Supplemental Salary Schedule Committee which then may be used by the Board of Education as suggested criteria for the filling of assistant coach positions.

**ADDENDUM B-2****Supplemental Salary Schedule (2011-2012, 2012-2013, & 2013-2014)**

Salary Step	0	1	2	3	4
Schedule A	\$4,773	\$ 5,071	\$5,370	\$5,668	\$5,966
	0.160	0.170	0.180	0.190	0.200
Schedule B	\$3,878	\$4,027	\$4,176	\$4,325	\$4,475
	0.130	0.135	0.140	0.145	0.150
Schedule C	\$2,536	\$2,685	\$2,834	\$2,983	\$3,132
	0.085	0.090	0.095	0.100	0.105
Schedule D	\$2,237	\$2,386	\$2,536	\$2,685	\$2,834
	0.075	0.080	0.085	0.090	0.095
Schedule E	\$1,939	\$2,088	\$2,237	\$ 2,386	\$2,536
	0.065	0.070	0.075	0.080	0.085
Schedule F	\$1,641	\$1,790	\$1,939	\$2,088	\$2,237
	0.055	0.060	0.065	0.070	0.075
Schedule G	\$1,492	\$1,641	\$1,790	\$1,939	\$2,088
	0.050	0.055	0.060	0.065	0.070
Schedule H	\$1,342	\$1,492	\$1,641	\$ 1,790	\$1,939
	0.045	0.050	0.055	0.060	0.065
Schedule I	\$1,044	\$1,193	\$1,342	\$ 1,492	\$1,641
	0.035	0.040	0.045	0.050	0.055
Schedule J	\$746	\$895	\$1,044	\$ 1,193	\$1,342
	0.025	0.030	0.035	0.040	0.045



**Tri-Village Local School District**  
New Madison, Ohio

**ADDENDUM C**

**Evaluation of Teacher Performance**

**Teacher** \_\_\_\_\_

**Building:** \_\_\_\_\_

**Principal:** \_\_\_\_\_

**Grade / Subject:** \_\_\_\_\_

**Post-Conference Date:** \_\_\_\_\_

**Purpose:**

The purpose of teacher evaluation is:

- To improve the quality of instruction.
- To provide for professional growth.
- To facilitate communication between administration and staff.
- To provide verbal and written recognition for accomplishments.
- To allow for teacher introspection and self-evaluation.
- To assess the quality of instruction provided for the purpose of contract renewal, dismissal, and tenure.

*This page will serve as the cover sheet for each evaluation cycle. The cycle will include two observations per completed evaluation form. For teachers in the last year of a limited contract, the cycle will take place once each semester. Tenured teachers will be evaluated at least every other year.*

**Pre-Evaluation Meeting** \_\_\_\_\_

**First Observation:** \_\_\_\_\_

**Second Observation:** \_\_\_\_\_



## EVALUATION OF TEACHER PERFORMANCE

Teacher: \_\_\_\_\_ School \_\_\_\_\_

Principal: \_\_\_\_\_ Post-Conference Date: \_\_\_\_\_

*This quantitative evaluation form is designed to assess the skills of teachers using the same framework as the Praxis III system. Praxis III was derived from a national research base and consists of 19 essential teaching criteria broken into 4 domains.*

**Rating Scale:**

- 1 - Exceeds Expectations
- 2 - Meets Expectations
- 3 - Fails to Meet Expectations

In areas where expectations are not achieved, a plan for improvement will be designed with the cooperation of the administrator and teacher during the post-conference. This target area will be specifically reviewed at the next conference.

### **Domain I**

#### **Organizing Content Knowledge for Student Learning**

- \_\_\_\_\_ I-A Demonstrates knowledge of relevant aspects of students' background knowledge and experiences.
- \_\_\_\_\_ I-B Articulates clear learning goals for the lessons that are appropriate to the students.
- \_\_\_\_\_ I-C Demonstrates an understanding of the connection between the content that was learned previously, the current content, and the content that remains to be learned in the future.
- \_\_\_\_\_ I-D Creates and selects teaching methods, learning activities, and instructional materials that are appropriate to the students and that are aligned with the goals of the class.
- \_\_\_\_\_ I-E Creates and selects evaluation strategies that are appropriate for the students and that are aligned with the goals of the class.

**Comments/Suggestions:**

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**Domain II**  
**Creating an Environment for Student Learning**

- \_\_\_\_\_ II-A Creates a climate that promotes fairness.
- \_\_\_\_\_ II-B Establishes and maintains rapport with students.
- \_\_\_\_\_ II-C Communicates challenging learning expectations to each student and to the class as a whole.
- \_\_\_\_\_ II-D Establishes and maintains consistent standards of classroom behavior at all times.
- \_\_\_\_\_ II-E Makes the physical environment as safe and conducive to learning as possible.

**Comments/Suggestions:**

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**Domain III**  
**Teaching for Student Learning**

- \_\_\_\_\_ III-A Makes learning goals and instructional procedures clear to students.
- \_\_\_\_\_ III-B Makes content comprehensive to students.
- \_\_\_\_\_ III-C Encourages students to extend their thinking.
- \_\_\_\_\_ III-D Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.
- \_\_\_\_\_ III-E Uses instructional time effectively.

**Comments/Suggestions:**

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**Domain IV**  
**Teacher Professionalism**

- \_\_\_\_\_ IV-A Reflects on the extent to which the learning goals were met. Constantly works to better self as an educator.
- \_\_\_\_\_ IV-B Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.
- \_\_\_\_\_ IV-C Communicates with parents and/or guardians about student learning.
- \_\_\_\_\_ IV-D Maintains accurate records and is timely with required work.

**Comments/Suggestions:**

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**Tri-Village Local School District  
New Madison, Ohio**

**Final Comments for Evaluation**

Comments by Principal:

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Comments by Teacher:

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Teacher signature indicates that he/she has examined this report. A signature does not mean that the teacher agrees or disagrees with the evaluation report.

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal's Recommendation to the Superintendent of Schools:

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Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_



**Tri-Village Local School District  
New Madison, Ohio  
Teacher Target Area Sheet**

*This form is to be completed by the teacher and principal during the post-conference meeting. The target areas are to be reached through cooperation. Each target area will have a brief plan to reach improvement. Each target area will be revisited during the next evaluation cycle.*

TARGET AREA \_\_\_\_\_

Goal Identification:

---

---

Plan to achieve goal:

---

---

---

How progress will be evaluated:

---

---

---

Principal's role in goal achievement:

---

Teacher Comments/Concerns:

---

TARGET AREA \_\_\_\_\_

Goal Identification:

---

Plan to achieve goal:

---

How progress will be evaluated:

---

Principal's role in goal achievement:

---

Teacher Comments/Concerns:

---



**ADDENDUM D**

**TRI-VILLAGE LOCAL SCHOOL DISTRICT  
New Madison, Ohio  
APPLICATION FOR SICK LEAVE**

Employee's Name \_\_\_\_\_ Date Submitted \_\_\_\_\_  
School Assigned \_\_\_\_\_ Approved \_\_\_ Disapproved \_\_\_ Date \_\_\_\_\_  
By: \_\_\_\_\_  
Building Principal

The undersigned says that \_\_\_he is hereby making application for the use of sick leave as provided in Revised Code 3319.141 and that the use of such sick leave is justified for the following reason:

1. Reason for use of leave:

- A. \_\_\_\_\_ Personal Illness
- B. \_\_\_\_\_ Personal Injury
- C. \_\_\_\_\_ Exposure to contagious disease.
- D. \_\_\_\_\_ Illness, injury or death in immediate family.

2. If A, B, or C is checked above, was medical attention required?

\_\_\_\_\_ Yes \_\_\_\_\_ No

3. If "yes", please state the name and address of the physician and the dates consulted.

Name \_\_\_\_\_

Address \_\_\_\_\_ Date Consulted \_\_\_\_\_

4. If "D" is checked above, please give the name, address and relationship of such members of your immediate family.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship: \_\_\_\_\_

5. I hereby request \_\_\_\_\_ day(s) of sick leave beginning \_\_\_\_\_ AM / PM  
Date \_\_\_\_\_, and ending \_\_\_\_\_ AM/PM Date \_\_\_\_\_

Falsification of information on the application is grounds for suspension without pay and/or termination of employment.

Signed \_\_\_\_\_

**TO BE COMPLETED BY THE BUILDING PRINCIPAL:**

1. If disapproved, state reasons:

2. Name of substitute \_\_\_\_\_ Number of days \_\_\_\_\_  
Address \_\_\_\_\_ Rate per day \_\_\_\_\_ Amount \_\_\_\_\_



**TRI-VILLAGE LOCAL SCHOOL DISTRICT  
New Madison, Ohio  
APPLICATION FOR PERSONAL LEAVE**

**ADDENDUM E**

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

School \_\_\_\_\_

Number of days requested \_\_\_\_\_ Date leave is to be used \_\_\_\_\_

**This application shall be submitted at least five (5) school days in advance of the planned Personal Leave. Refer to your contract for emergency situations.**

Personal leave may not be taken on the following occasions unless extenuating circumstances or an emergency merits approval of the Superintendent or his/her designee. Leave requests hereunder shall not be unreasonably denied.

1. No Personal Leave will be granted during the ten (10) student days immediately prior to the end of the school year.
2. When ten percent (10%) of the total faculty on any given date is absent unless extenuating circumstances merit approval by the Superintendent.

Running Tally of Days Used:

# of Days	Dates Used
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed \_\_\_\_\_

Approved (Principal) \_\_\_\_\_ Date \_\_\_\_\_

Approved (Local Supt.) \_\_\_\_\_ Date \_\_\_\_\_



TRI-VILLAGE LOCAL SCHOOL DISTRICT  
New Madison, Ohio  
**PROFESSIONAL MEETING/VISITATION REQUEST FORM**

Name \_\_\_\_\_  
School: \_\_\_\_\_ Date \_\_\_\_\_  
Date(s) of meeting/visitation: \_\_\_\_\_  
Location of meeting/visitation: \_\_\_\_\_

Nature of conference, professional meeting or visitation day. Briefly describe:

**Estimated Expenses**

Mileage \_\_\_\_\_ miles @ \_\_\_\_\_ per mile \$ \_\_\_\_\_

Plane, bus, train, and/or taxi fares \$ \_\_\_\_\_

Registration fees \$ \_\_\_\_\_

Meals (not to exceed \$ \_\_\_\_\_ per day)\* \$ \_\_\_\_\_

Parking \$ \_\_\_\_\_

Lodging (only for locations beyond \_\_\_\_\_ miles from the District.  
The Superintendent may approve exceptions) \$ \_\_\_\_\_

TOTAL ESTIMATED EXPENSES \$ \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature Date

\_\_\_\_\_  
Principal's Recommendation Date

\_\_\_\_\_  
Superintendent's Approval Date

The applicant must pay all expenses and submit the receipts along with the Professional Meeting Reimbursement Request Form for reimbursement.

Please accompany this application with a purchase order for all expenses.

\* Under no circumstances will staff members be reimbursed for the purchase of alcoholic beverages.



TRI-VILLAGE LOCAL SCHOOL DISTRICT  
New Madison, Ohio  
**PROFESSIONAL MEETING REIMBURSEMENT REQUEST FORM**

Name \_\_\_\_\_  
School: \_\_\_\_\_ Date \_\_\_\_\_  
Date(s) of meeting/visitation: \_\_\_\_\_  
Location of meeting/visitation: \_\_\_\_\_

**Actual Expenses**

Mileage \_\_\_\_\_ miles @ \_\_\_\_\_ per mile \$ \_\_\_\_\_  
Plane, bus, train, and/or taxi fares \$ \_\_\_\_\_  
Registration fees \$ \_\_\_\_\_  
Meals (not to exceed \$ \_\_\_\_\_ per day)\* \$ \_\_\_\_\_  
Parking \$ \_\_\_\_\_  
Lodging (only for locations beyond \_\_\_\_\_ miles from the District.  
The Superintendent may approve exceptions) \$ \_\_\_\_\_  
TOTAL ACTUAL EXPENSES \$ \_\_\_\_\_

=====

ALLOWABLE EXPENSES \$ \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Principal's Recommendation \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Approval \_\_\_\_\_ Date \_\_\_\_\_

Itemized bills and/or receipts must be attached before reimbursement can be made.  
Cancelled checks cannot be accepted as receipts.

\* Under no circumstances will staff members be reimbursed for the purchase of alcoholic beverages.

**PLEASE ATTACH COPY OF PURCHASE ORDER TO THIS FORM.**



TRI-VILLAGE LOCAL SCHOOL DISTRICT  
New Madison, Ohio  
APPLICATION FOR RELEASE TIME

ADDENDUM H

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

School Assigned \_\_\_\_\_

INSTRUCTIONS:

1. This application shall be submitted at least ***ten (10)*** school days in advance of the planned Release Time Leave. Describe below the meeting, conference or workshop you will be attending:

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

Will the school district be reimbursed for the substitute or your expenses? \_\_\_\_\_

Number of Days Requested \_\_\_\_\_

Date(s) Release Time Leave is to be used \_\_\_\_\_

Falsification of information on this application is grounds for suspension without pay and/or termination of employment.

Employee's Signature \_\_\_\_\_

Approved (Principal) \_\_\_\_\_ Date \_\_\_\_\_

Approved (Superintendent) \_\_\_\_\_ Date \_\_\_\_\_



**ADDENDUM I**

**TRI-VILLAGE LOCAL SCHOOL DISTRICT  
New Madison, Ohio  
TUTOR/HOME INSTRUCTION TIME REPORT**

Student \_\_\_\_\_

Teacher \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Dates Taught	Number of Hours
--------------	-----------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total Hours \_\_\_\_\_

I concur with the dates and hours shown above.

\_\_\_\_\_  
Signature of Parent or Guardian

-----  
For Office Use:

\_\_\_\_\_ hours @ \_\_\_\_\_ per hour = \_\_\_\_\_  
Amount

Approved by: \_\_\_\_\_  
Principal





**ADDENDUM K**

**TRI-VILLAGE SCHOOL DISTRICT  
GRIEVANCE FORM**

Name of Grievant: \_\_\_\_\_

Date of incident giving rise to grievance: \_\_\_\_\_

Date of this filing: \_\_\_\_\_

Was problem discussed with appropriate Supervisor? Yes \_\_\_\_\_ No \_\_\_\_\_

Who? \_\_\_\_\_ Date \_\_\_\_\_

Filing at Step \_\_\_\_\_ with \_\_\_\_\_  
(Administrator's Name)

CITE THE PROVISIONS OF THE AGREEMENT WHICH THE GRIEVANT ALLEGES HAVE BEEN VIOLATED, MISINTERPRETED, OR MISAPPLIED.

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

BRIEFLY STATE THE FACTS OF HOW THE FOREGOING PROVISIONS HAVE BEEN VIOLATED, MISINTERPRETED, OR MISAPPLIED.

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

STATE THE RELIEF SOUGHT:

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

Signature \_\_\_\_\_

Date \_\_\_\_\_



TRI-VILLAGE LOCAL SCHOOL DISTRICT  
New Madison, Ohio  
**STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY AGREEMENT**

To access e-mail and/or the Internet at school, staff members must sign and return this form.

**Use of the Internet is a privilege, not a right. The Board's Internet connection is provided for business and educational purposes only. Unauthorized or inappropriate use will result in a cancellation of this privilege.**

The Board has implemented technology protection measures which block/filter Internet access to visual displays that are obscene, child pornography or harmful to minors. The Board also monitors online activity of staff members in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. ( ) The Superintendent or \_\_\_\_\_ may disable the technology protection measure to enable access for bona fide research or other lawful purposes.

Staff members accessing the Internet through the Board's computers/network assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board reserves the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

- ( ) To the extent that proprietary rights in the design of a web site hosted on the Board's servers would vest in a staff member upon creation, the staff member agrees to license the use of the web site by the Board without further compensation.

**Please complete the following information:**

Staff Member's Full Name (please print): \_\_\_\_\_  
School: \_\_\_\_\_

I have read and agree to abide by the Staff Network and Internet Acceptable Use and Safety Policy and Guidelines. I understand that any violation of the terms and conditions set forth in the Policy is inappropriate and may constitute a criminal offense. As a user of the Board's computers/network and the Internet, I agree to communicate over the Internet and the Network in an appropriate manner, honoring all relevant laws, restrictions and guidelines.

Staff Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The Superintendent is responsible for determining what is unauthorized or inappropriate use. The Superintendent may deny, revoke or suspend access to the Network/Internet to individuals who violate the Board's Staff Network and Internet Acceptable Use and Safety Policy and related Guidelines and take such other disciplinary action as is appropriate pursuant to the applicable collective bargaining agreement and/or Board Policy.**



ADDENDUM M

**TRI-VILLAGE LOCAL SCHOOL DISTRICT**  
**New Madison, Ohio**  
**SICK LEAVE TRANSFER REQUEST FORM**

DATE \_\_\_\_\_

EMPLOYEE'S NAME \_\_\_\_\_

NUMBER OF DAYS REQUESTED \_\_\_\_\_

DATE OF DAYS TO BE USED \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TRANSFERRING EMPLOYEE'S NAME \_\_\_\_\_

NUMBER OF DAYS TRANSFERRING \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**AUTHORIZATION**

Tri- Village Education Association Representative \_\_\_\_\_

Date \_\_\_\_\_

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Jim Timlin, Secretary-Treasurer  
Larry Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

June 20, 2011

State Employment Relations Board  
65 East State Street, Twelfth Floor  
Columbus, OH 45215

RE: Tri-Village Education Association  
And  
Tri-Village Local School District

Dear Board Members,

Please be advised that the Tri-Village Association/OEA/NEA and the Tri-Village Local Board of Education have successfully completed negotiations and ratifies a new collective bargaining agreement, an original and one copy of which is enclosed.

One additional copy and a SASE are also enclosed for Date/Time Stamp and return to my office.

Thank you for your cooperation.

Sincerely,

Mrs. Pat Johnson, M.Ed  
Labor Relations Consultant

Enclosure: (4)

c: Derek Flatter, President – Tri-Village Education Association  
Tony Thomas, Superintendent – Tri-Village Local Schools

2011 JUN 28 P 1:29  
STATE EMPLOYMENT  
RELATIONS BOARD

