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MASTER CONTRACT AGREEMENT

between the

THREE RIVERS BOARD OF EDUCATION
of the
THREE RIVERS LOCAL SCHOOL DISTRICT
HAMILTON COUNTY, OHIO

and the

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

Effective:

AUGUST 1, 2021 THROUGH JULY 31, 2024

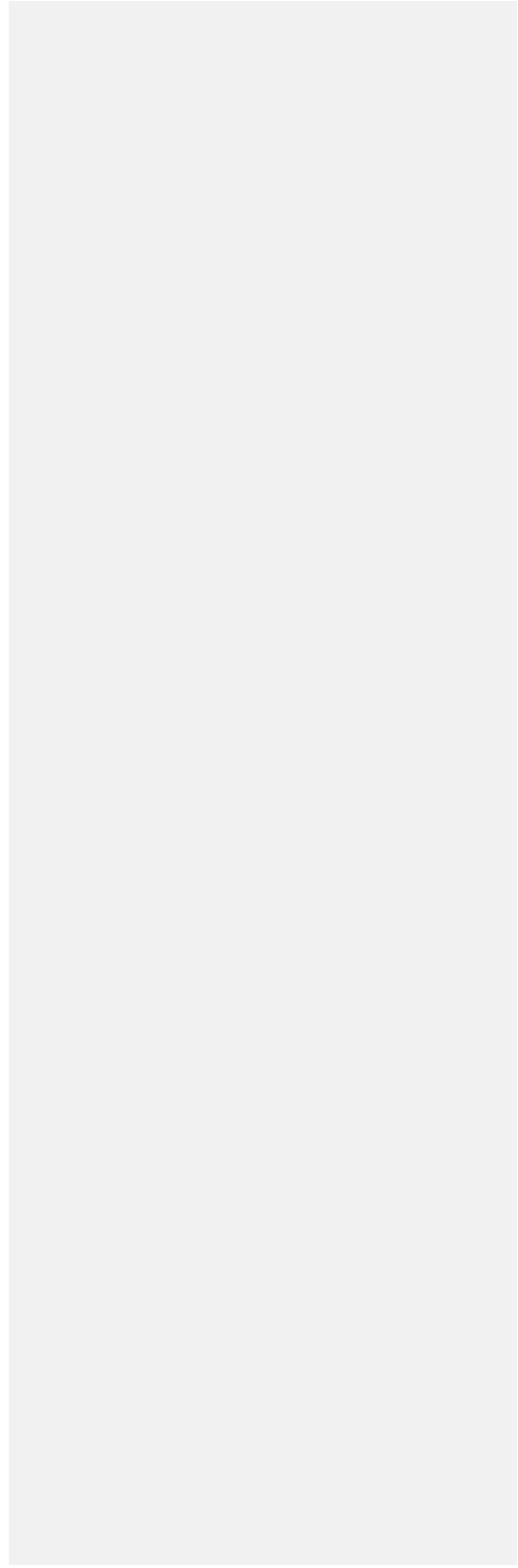


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ARTICLE I:
RECOGNITION

1.01 ASSOCIATION RECOGNITION

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

1.02 BOARD RECOGNITION

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

1.03 PROOF OF ASSOCIATION REPRESENTATION

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

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

1.04 DEFINITIONS

1.0401 Bargaining Unit:
All certificated personnel employed by the Board whether on leave, on per diem basis, employed, or to be employed, excluding the Superintendent of Schools, all assistant superintendents, principals, assistant principals, substitutes, aides, hourly paid tutors, and all others for whom certification in supervision or administration is required as a condition of employment.

1.0402 Full-Time Employee:
An employee who is employed to perform a full day's work as defined by this Contract for a minimum of one hundred twenty (120) days or more in a work year, or five (5) workdays per week.

1.0403 Part-Time Employee:
An employee who works less than a full day as defined by this Contract and/or less than the minimal standard of one hundred twenty (120) workdays per work year, or less than five (5) workdays per week.

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

ARTICLE II:
NEGOTIATIONS

2.01 **DEFINITIONS**

- 2.0101 Day
In the negotiations procedure section of this Contract, the word "day" shall mean calendar day unless otherwise indicated.
- 2.0102 Party:
"Party" when used herein shall mean the Association and/or the Board.
- 2.0103 Negotiations:
To confer, discuss, propose, consider, make concessions, and counterproposals, in good faith, in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by representatives of the Board and the Association with authority to negotiate in good faith.
- 2.0104 Negotiation Meeting Period:
That period of time from the first negotiation session until agreement has been reached, or the time factor of forty-five (45) days, or as mutually extended. The period of time when negotiations are recognized to be taking place.
- 2.0105 Negotiation Session:
The actual conferring of the representatives of the Board and the Association.
- 2.0106 Negotiation Team:
The body of official representatives of the Board and the Association.
- 2.0107 Executive Session:
A meeting with admittance to be limited to the discretion of the participants calling the meeting or the provisions of such a session as provided by this Article II.
- 2.0108 Consultants:
Advisors to the negotiations teams. Individuals due to special training, experience, and talents have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.
- 2.0109 Caucus:
A limited break in a negotiation session.
- 2.0110 Good Faith:
The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed position. Good faith requires the participants in the negotiations to provide explanations for proposals and counterproposals. Good faith does not mean that either negotiations team is given authority to make final commitment for the Board or the Association.
- 2.0111 News Release:
A report on the status of negotiations, given directly to public news media personnel (i.e., the newspaper, radio or television news bureaus).

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

2.02 NEGOTIATIONS PROCEDURE

- 2.0201 No earlier than February 15, but no later than May 15 of the calendar year in which the contract expires, the Association shall request a meeting with the Board or its representatives. This meeting shall be scheduled not more than fifteen (15) calendar days following receipt of the request at a time mutually agreeable, unless a later date is mutually agreeable. At this meeting the Association and the Board shall exchange proposals, comprehensively written. Thereafter, counterproposals and amendments may be submitted during the course of negotiations. From the date of this first meeting, a period of forty-five (45) calendar days shall be considered the normal period for negotiations, which period may be extended by mutual agreement. At the end of the forty-five (45) day period, either the Association or the Board shall be entitled to invoke the impasse procedure.
- 2.0202 Both parties agree that Chapter 4117 of the Ohio Revised Code shall govern the procedures of bargaining between the Association and the Board, unless otherwise provided for within this Contract.

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

2.03 IMPASSE PROCEDURE

- 2.0301 If an agreement has not been reached after forty-five (45) days from the first meeting between the bargaining teams, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

2.0302 The mediation period shall be forty-five (45) calendar days from the first meeting with the mediator. After the forty-five (45) day period has expired and if an agreement has not been reached, then the Impasse Procedures of this Contract shall be deemed to have been completed and an impasse shall exist.

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

2.04 NEGOTIATIONS REOPENER

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

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

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

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

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

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

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

ARTICLE III:
GRIEVANCE PROCEDURES

3.01 **DEFINITIONS**

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

3.02 **GENERAL PROVISIONS**

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

3.03 **ASSOCIATION RIGHTS AND NON-RETALIATION**

- 3.0301 Matters dealing with alleged violations of Association rights shall be initiated at Step Three.
- 3.0302 No reprisals of any kind will be taken by or against any party of interest, any participant in the grievance procedure, or any member of the Association by reason of such participation. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.04 GRIEVANCE PROCESS

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

3.0401 Step One - Informal

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

3.0402 Step Two - Formal

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

3.0403 Step Three - Superintendent

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

3.0404 Step Four - Arbitration

- A. If the grievant(s) is/are dissatisfied with the decision of the Superintendent, the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent.
- B. The arbitrator shall be chosen by the parties from a three (3) person panel to be used on a rotating basis. Selection and hearing shall be in accordance with the voluntary rules and regulations of the FMCS. The arbitrator shall hold a hearing promptly and issue the decision within thirty (30) days of the close of the hearing. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the grievant and the Association.
- C. The three (3) arbitrators are as follows:
 - 1. Michael Paolucci

2. Rob Stein
 3. Mitch Goldberg
- D. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall have the authority to determine arbitrability if such is at issue.
- E. The costs for arbitration shall be the responsibility of the non-prevailing party.

3.05 GENERAL POLICIES

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

ARTICLE IV:
ASSOCIATION RIGHTS

4.01 USE OF INTER-SCHOOL MAIL SYSTEM

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

4.02 BULLETIN BOARDS

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

4.03 USE OF SCHOOL BUILDINGS, EQUIPMENT AND FACILITIES

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

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

4.04 BOARD AGENDAS & MINUTES

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

4.05 ASSOCIATION LEAVE

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

4.06 ACCESS

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

4.07 FINANCIAL DOCUMENTS

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

4.08 PUBLIC ADDRESS SYSTEM

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

4.09 PROFESSIONAL RELATIONS COMMITTEE

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

4.10 CALENDAR COMMITTEE

A Calendar Committee shall be formed between the Association and the District and shall be open to all employees. The Committee shall have five (5) people appointed by the Association and five (5) people appointed by the administration. The Calendar Committee shall make a recommendation to the Superintendent no later than December 15 each year.

ARTICLE V:
TEACHER RIGHTS

5.01 PERSONNEL RECORDS

- 5.0101 A personnel file of each teacher shall be maintained at the Board office. This file shall be considered confidential and the only file of information pertaining to each teacher maintained at the Board office. In addition, the principal of each building may maintain a confidential file for each teacher assigned to his/her building.
- 5.0102 Material that may be maintained in the personnel or principal's file of each teacher shall include, but not be limited to:
- A. Application for employment, including references which shall be kept confidential except as required by law.
 - B. Official transcript(s) of college credits showing the official records of the degree(s) granted.
 - C. Official certification records approved by the Ohio Department of Education.
 - D. Records of appraisal.
 - E. Records of employment including assigned duties, regular and supplemental, and years of service in the District and experience outside the District.
 - F. Copies of contract(s) of employment with the Board.
 - G. Records of sick leave.
 - H. Health records.
- 5.0103 Each teacher shall have access to his/her personnel file(s) upon request and upon twenty-four (24) hours advance written notice at the Board office and/or at his/her school office between 8:00 a.m. and 4:00 p.m. or by appointment, if not scheduled to take place during those hours, Monday through Friday, exclusive of holidays. An administrative employee shall be present during any inspection of the teacher's file(s). The teacher shall have the right to be accompanied by an Association representative during an inspection. Upon request, the teacher may receive a copy of any document in his/her file. The actual cost of making copies may be billed to the teacher.
- 5.0104 Except as may be required by law, at no time nor under any circumstances shall the confidential files of any teacher be opened to the public or to any other person not authorized by that teacher.
- 5.0105 A copy of all material placed in any of the teacher's files shall be given to the teacher at the time of placement in his/her file. The teacher shall have the right to place a written rebuttal to any material placed in his/her file.

- 5.0106 Anonymous letters shall not be placed in a teacher's file(s) nor will they be made a matter of public record.

5.02 VACANCIES, PROMOTIONS, AND TRANSFERS

5.0201 Requests for Transfer

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

5.0202 Notification of Vacancies

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

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

5.0203 Voluntary Transfer

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

5.0204 Involuntary Transfer

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

- A. The Superintendent or designee shall identify and discuss the reasons for each involuntary transfer with each teacher involved at least fourteen (14) days prior to the effective date of the transfer except if such a transfer is

made necessary by reason of increased or decreased enrollment during the first week of the school year.

- B. The teacher involved may request and shall receive, if requested, a meeting with the Superintendent and his/her Administrator. The teacher may have an Association representative at this meeting.

5.03 COMPLAINTS ABOUT TEACHERS

- 5.0301 Any person who wishes to register a complaint about a teacher to a Board member or an administrator shall be requested to first contact the building principal and/or Superintendent. The principal/Superintendent shall urge the complainant to discuss his/her complaint with the teacher involved. However, the principal/Superintendent may, if he/she deems it advisable, first discuss and attempt to resolve the situation with the complainant.
- 5.0302 Likewise, teachers and/or the Association shall follow the chain of command in voicing complaints concerning the administration to the Board of Education. Such complaints shall first be indicated to the immediate supervisor and thence up the supervisory chain prior to complaining to a Board member. This provision shall not be interpreted as prohibiting a teacher and/or the Association from communicating with a Board member, but it shall require proper prior communications.
- 5.0303 No teacher may be reprimanded, penalized, appraised adversely, or otherwise administratively directed as a result of any such complaint unless the complaint has been discussed with the teacher by the principal/Superintendent. Association representation shall be permitted at each meeting with the principal/Superintendent.

5.04 CONTINUING CONTRACTS

All continuing, limited and supplemental contracts shall be issued in accordance with law and shall not be contrary to the provisions of the contract between the Association and the Board.

However, any employee who wishes to be considered for a continuing contract must notify their Administrator by October 15 that he/she will become eligible for a continuing contract at the end of the school year and wishes to be evaluated for the purpose of the awarding of a continuing contract. If a teacher does not provide this notice and subsequently requests or becomes eligible for continuing contract consideration, that teacher will not be eligible to receive a continuing contract until he/she has been evaluated for continuing contract purposes for one (1) full year.

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

ARTICLE VI:
WORKING CONDITIONS

6.01 **WORK YEAR**

- 6.0101 The teacher work year shall be one hundred eighty-four (184) days in length.
- 6.0102 Should the Board determine to increase the number of workdays in a work year, the Board shall increase the salary schedule then in effect on a basis which shall reflect the percentage of additional days added by an amount equal to the per diem rate of each bargaining unit member.
- 6.0103 Any increase in the number of workdays in a work year shall be in consecutive days at the beginning or end of the school year, provided, however, that one (1) day each may be scheduled at Christmas and spring break.
- 6.0104 Bargaining unit members are not required to report for work on days closed for reasons described in ORC 3317.01(B) and they shall not suffer loss of pay for those days. However, in the event makeup days are scheduled, no extra compensation will be paid for work on those days.
- 6.0105 For the first contracted day of the work year for teachers, the Board shall ensure a half day of release for classroom work or permit the half day to be used at the discretion of the teacher, as opposed to instituting training sessions, meetings or mandated time.

6.02 **WORKDAY**

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

6.03 **DUTY-FREE LUNCH**

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

6.04 **PLANNING PERIODS**

- 6.0401 The schedule for each full-time equivalent classroom teacher, who is assigned to an elementary school with a teacher day of six (6) hours or longer exclusive of the lunch period, shall include two hundred (200) minutes per week for instructional planning and evaluation and conferences. Should the teacher present a no-cost alternate plan that overcomes a scheduling problem, the alternate plan will be considered. The final decision for scheduling in a building rests with the Superintendent and/or principal. This provision is not subject to the Grievance Procedure.
- 6.0402 Each full time teacher who works at the middle school and/or senior high school (grades 6-12) shall be provided at least five (5) planning periods per week. Each

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

6.0403 Each planning period shall be exclusive of the teacher's duty-free lunch period.

6.05 TRAVELING TEACHERS

6.0501 The term "traveling teacher" shall be defined as a teacher who has assigned duties in more than one (1) school building in the District on any workday, exclusive of supplementals.

6.0502 The traveling time required of any traveling teacher shall not cause his/her workday to exceed that of the workday as defined in this Contract, and it shall not cause his/her duty-free lunch to be fewer than thirty (30) minutes in length. A planning period shall be included in each traveling teacher's workday, in accordance with the Planning Periods provision of this Contract.

6.0503 Any teacher who is required to use his/her personal automobile for District business, as part of fulfilling his/her regular teaching assignment, or at the direction of the Superintendent or his/her designee, shall be reimbursed at the current IRS rate per mile. Reimbursement payments will be made on the second pay following the end of each fiscal quarter (i.e., last pay day in December, March, June and September).

6.06 CLASS SIZE

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

6.07 CONFERENCE DAYS

There will be two (2) days or their equivalent for parent-teacher conferences each school year. Conferences may be scheduled mornings, afternoons or evenings but will not be scheduled for more than a total of fifteen (15) hours annually. Conferences may be scheduled after one regular school day and, on such day only, the maximum workday may exceed the workday specified in Section 6.02.

6.08 SCHOOL CALENDAR

6.0801 Association shall be furnished the proposed school calendar by the Superintendent or his/her designee by December 15th in advance of the submission by the Superintendent or his/her designee of his/her school calendar recommendation to the Board.

6.0802 The Superintendent or his/her designee will consider any proposed calendar if presented by the Association to him/her within five (5) work days before he/she makes his/her recommendation on the school calendar to the Board. In addition, the Superintendent or his/her designee will provide the Association President or

his/her designee a copy of his/her school calendar recommendation prior to submitting it to the Board.

6.0803 In the event a school calendar is changed and/or amended, the Association President or his/her designee will be consulted by the Superintendent or his/her designee for the Association's input on changes and/or amendments no fewer than five (5) calendar days prior to its submission to the Board.

6.0804 The calendar and/or any amendments thereto shall be determined by the Board.

6.09 STUDENT TEACHERS/MENTORS

6.0901 No teacher of the bargaining unit shall be assigned a student teacher or mentee without his/her prior consent.

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

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

C. Mentors do not evaluate.

6.0902 Upon his/her request, the teacher considering the acceptance of student teacher supervision shall be given the opportunity to review the contract between the Board and the student teacher's college or university. A copy of that contract will be provided at the teacher's request, at his/her cost.

6.0903 All resident educator teachers in the District will participate in all activities as designed by the state or District in order to successfully complete the resident educator program.

6.10 REDUCTIONS IN FORCE

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

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

1st: Limited contract teachers with ineffective rating

2nd: Limited contract teachers with developing, skilled, or accomplished rating by seniority

3rd: Continuing contract teachers with ineffective rating

4th: Continuing contract teachers with developing, skilled, or accomplished rating by Seniority

6.11 PROGRESSIVE DISCIPLINE

6.1101 Members shall be disciplined if there is good and just cause to do so. In the event it becomes necessary to reprimand, or otherwise discipline, a member of the bargaining unit, the principles of progressive discipline shall be followed. For the same offense/violation (similar offense/violation), the disciplinary progression shall be:

1. oral reprimand
2. written reprimand – a written reprimand may be placed in the employee's personal file.
3. suspension up to ten (10) days with or without pay
4. contract termination

(The placement of an employee on paid administrative leave shall not be considered a disciplinary consequence under the provisions of this Article.)

6.1102 The aforementioned discipline progression may be accelerated for conduct which is deemed to be of such a serious or egregious nature as to make the progressive discipline procedure inappropriate.

6.1103 A written and/or oral reprimand may be removed from a member's personnel file two (2) years after the date it was issued, provided the member has not be subject to further disciplinary action during the two (2) year period. A member must make a written request to remove the disciplinary material.

6.1104 The member shall be provided a representative of his/her choosing during any step involved in this procedure. A hearing with the Superintendent/designee shall take place prior to the suspension of any member. The hearing shall take place no sooner than forty-eight (48) hours after the member has been notified of the hearing.

6.1105 In the event of an oral warning, the member shall be provided with a written document which states that an oral warning was issued; the reason the oral warning was issued, and the date the oral warning was given to the member. This document will not be placed in the member's personnel file, but may be placed in the administrator's and/or District's anecdotal files.

6.1106 Except in emergency situations, no teacher shall be reprimanded within hearing range of other employees (excluding administrators) or in the presence of the public.

6.1107 Members shall be provided a representative of his/her choosing during any steps involved in this procedure. A hearing with the Superintendent, or the Superintendent's designee, shall take place prior to the suspension of any member. The Superintendent shall be the only administrator with the authority to affect a disciplinary suspension. The hearing shall take place no sooner than forty-eight (48) hours after the member has been notified of the hearing, unless agreed to by both parties.

6.1108 Disciplinary consequences may be challenged through the grievance process contained at Article III of this Agreement with the following exceptions:

1. Written reprimands may not be advanced to arbitration at Step Four of the grievance procedure.
2. Teacher contract termination shall be accomplished in accordance with the provisions of Ohio Revised Code §3319.16 and may not be challenged through the grievance process.

6.12 CALAMITY DAYS

On calamity days, members of the bargaining unit shall stay at home and not be required to work. There shall only be remote learnings if the District exceeds the limit of allowable hours to miss. In the event it appears likely that the District will exceed the limit of available allowable hours, the administration will provide a learning plan for students and staff to address "make-up" school days. The administration will seek input and recommendations from the TREA and will ensure adequate and reasonable notice of the plan is provided to staff.

6.13 RECORDS DAY

There shall be at least two (2) one-half (1/2) records day for all teachers to conduct records keeping, grading, and other classroom duties incorporated into the actual annual work schedule, effective with the 2021-2022 contract year.

6.14 INTERVIEW PROCESS FOR CURRENT EMPLOYEES

No current employee shall be subject to the same initial screening process as outside applicants. Internal posting would last for at least five (5) business days.

ARTICLE VII:
LEAVES

7.01 ASSAULT LEAVE

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

7.02 PERSONAL LEAVE

7.0201 Each employee of the Three Rivers School District will have available three (3) personal days each school year starting July 1 and ending June 30. The days may be taken without stated reasons.

7.0202 All personal day requests must be made twenty-four (24) hours in advance. A personal day may not be used to extend a vacation or holiday weekend, on parent-teacher conference days, scheduled professional days, and/or the first or last student days of the contract year. No more than three (3) teachers K-3, three (3) teachers per 4-6, three (3) teachers per 7-8 and four (4) teachers per 9-12 may use a personal leave day on any given day.

7.0203 Such absence is not to be charged against sick leave. Personal leave days are not cumulative. Personal leave may not be used when sick leave is applicable.

7.0204 Unused personal days shall rollover to sick leave up to the sick leave maximum.

7.0205 Any teacher not using his/her entire three (3) days of personal leave may elect one of three options for utilization of unused personal leave:

A. Convert unused personal leave to sick leave provided the employee has not accumulated the maximum allowable sick leave amounts.

B. Elect to receive \$150.00 for each unused personal leave day.

[See MOU for implementation for carry over during term of this contract].

7.03 SICK LEAVE

7.0301 Accumulation

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

- B. A teacher may be advanced additional days beyond the number accumulated upon request of the teacher and at the sole discretion of the Superintendent.
- C. There shall be no limit on the number of sick days an employee may accumulate. Members shall continue to accrue sick days each year.

7.0302 Use

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

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

7.0303 Records

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

- 7.0304 Teachers who have exhausted personal sick leave may apply via the Sick Leave Bank (Appendix E) for additional sick days.
- 7.0305 One-half (1/2) day sick leave will be 3.75 hours. One-half day morning leave shall end at 11:15 a.m. One-half day afternoon leave shall commence at 11:15 a.m.

7.04 COURT APPEARANCE AND JURY DUTY

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

7.05 PARENTAL LEAVE

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

- 7.0501 He/she shall submit a written request to the Superintendent for parental leave no less than thirty (30) calendar days prior to the date of which that teacher desires his/her leave to commence. This notice shall be waived in the event of unexpected and/or premature birth. In the case of adoption, the teacher shall notify the Superintendent that placement of a child(ren) is likely to occur during the current semester, or within thirty (30) days, whichever is earlier, if the teacher has knowledge of such placement. If the teacher has no prior knowledge of the placement, notice shall be given as soon as possible. Such leave shall commence on the date requested by the teacher, or in the case of adoption, when he/she receives custody of the child(ren).
- 7.0502 The length of the parental leave combined with FMLA leave shall not exceed one (1) calendar year unless the return coincides with the beginning of a semester. The return date shall be at the start of a semester, except as approved by the Superintendent. The twelve (12) weeks of FMLA shall include sick leave and parental leave.
- 7.0503 Teachers who are on a Board approved leave of absence and upon return to teaching who are not placed in the position they held when they started their leave of absence will have the rights of a teacher in an involuntary transfer. However, the Association recognizes the right of the administration to assign teachers in accordance with Ohio Revised Code 3319.01. The teacher shall notify the Superintendent at the time of requesting leave, pursuant to Section 8.0501 above, of his/her date of return.
- 7.0504 Members on parental leave will be allowed to purchase health insurances at the group rates.
- 7.0505 The teacher returning from parental leave shall suffer no loss of seniority.

7.06 MEDICAL LEAVE

- 7.0601 Upon the written request of a teacher, the Board shall grant leave for a period of not more than two (2) consecutive school years where illness or other disability is the reason for that teacher's request. Upon subsequent request, such leave may be renewed by the Board.
- 7.0602 Upon the return to service of a teacher at the expiration of his/her leave of absence, he/she shall resume the contract status which he/she held prior to such leave. The teacher returning from medical leave shall suffer no loss of seniority.
- 7.0603 Members on medical leave will be allowed to purchase health insurance at the group rates.

7.07 UNPAID LEAVES

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

**ARTICLE VIII:
SALARY AND FRINGE BENEFITS**

8.01 HORIZONTAL PLACEMENT/ADVANCEMENT ON SALARY SCHEDULE

- 8.0101 Salary increases for additional semester and/or quarter hours shall be limited to the start of the school year.
- A. The official transcript indicating the completion of the courses must be filed by September 15. If the hours or degree have been earned by September 15 and the transcript has been ordered but not received, official alternate evidence (letter from university, copy of actual degree or other suitable document) may temporarily substitute for the transcript for up to sixty (60) days.
 - B. Any hours to be counted for credit on the salary schedule beyond the Master's degree must be graduate hours. Undergraduate hours may be accepted only with prior approval of the Superintendent.
 - C. Categories on salary schedule shall be interpreted to mean 15 semester hours or the equivalent in quarter hours or 30 semester hours or the equivalent in quarter hours, respectively, of graduate credit earned since the date of the award of the Master's Degree for the 2021-2022 school year, and Masters 6, Masters 12, Masters 21, and Masters 30 for the 2022-2023 and 2023-2024 school years.
 - D. The annual salary notice described in ORC 3319.12 shall not be issued. However, the District shall issue its SALBEN notice to members of the bargaining unit no later than September 15 of each school year.
- 8.0102 Upon receipt of the official transcript(s), the member will be placed in the appropriate column of the salary schedule and receive a lump sum payment for the amount accrued prior to the filing of the transcript(s) retroactive to the beginning of the semester only.
- 8.0103 All credit to be accepted for horizontal placement/advancement on the salary schedule must meet the following criteria:
- A. Credit must be from an accredited university or college. The credits must be from an institution that would be recognized as acceptable by the State Department for Teacher Certification; and.
 - B. Course work must be in the area of professional education as defined in the regulations for teacher certification in Ohio; or.
 - C. Course work is in the area of certification for which the person is presently certified; or.
 - D. Course work is in an area of certification for which the member is pursuing a planned program toward additional certification (the planned program must be verified by the college or university advisor); or.

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

8.0104 All references to certificates throughout this Contract shall also include licenses.

8.0105 VERTICAL PLACEMENT ON SALARY SCHEDULE

- A. The Superintendent may grant a newly employed teacher with 0 years' experience a signing bonus in any amount up to the difference between the BA-0 salary and the BA-1 year experience salary.
- B. The Superintendent may place a rehired former employee at any level on the salary schedule as agreed to by the Superintendent and employee.
- C. In order to be eligible for annual vertical movement on the salary schedule, a member must complete one hundred twenty (120) days of service in the contract year prior to the move.

8.02 PART-TIME TEACHERS

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

8.03 BASE SALARY

There shall be a two and one-quarter percent (2.25%) increase on base salary for the 2022-2023 school year. There shall be a two percent and one-quarter (2.25%) increase on base salary for the 2023-2024 school year.

(See new salary schedules in effect for the 2021 through 2024 school years.)
(Will be attached at time of final).

TRLSD Certified Staff Salary Index			2021-22		
Increments	BA	BA 150	MA	MA 15	MA 30
1	43,000	45,150	47,408	49,778	52,267
2	44,032	46,234	48,545	50,973	53,521
3	45,089	47,343	49,710	52,196	54,806
4	46,171	48,479	50,903	53,449	56,121
5	47,279	49,643	52,125	54,731	57,468
6	48,414	50,834	53,376	56,045	58,847
7	49,576	52,054	54,657	57,390	60,259
8	50,765	53,304	55,969	58,767	61,706
9	51,984	54,583	57,312	60,178	63,187
10	53,231	55,893	58,688	61,622	64,703
11	54,509	57,234	60,096	63,101	66,256
12	55,817	58,608	61,538	64,615	67,846
13	57,157	60,015	63,015	66,166	69,474
14	58,529	61,455	64,528	67,754	71,142
15	59,933	62,930	66,076	69,380	72,849
16	60,832	63,874	67,068	70,421	73,942
17	61,745	64,832	68,074	71,477	75,051
18	62,671	65,804	69,095	72,549	76,177
19	63,611	66,792	70,131	73,638	77,320
20	64,565	67,793	71,183	74,742	78,479
21	65,534	68,810	72,251	75,863	79,657
22	66,517	69,842	73,335	77,001	80,851
23	67,514	70,890	74,435	78,156	82,064
24	68,527	71,953	75,551	79,329	83,295
25	69,555	73,033	76,684	80,519	84,545
26	70,598	74,128	77,835	81,726	85,813
27	71,657	75,240	79,002	82,952	87,100
28	72,732	76,369	80,187	84,197	88,406
29	73,823	77,514	81,390	85,459	89,732
30	74,930	78,677	82,611	86,741	91,078
31	76,054	79,857	83,850	88,043	92,445
32	77,195	81,055	85,108	89,363	93,831
33	78,353	82,271	86,384	90,704	95,239
34	79,528	83,505	87,680	92,064	96,667
35	80,721	84,757	88,995	93,445	98,117

THREE RIVERS EDUCATION ASSOCIATION AND THREE RIVERS BOARD OF EDUCATION
 MASTER CONTRACT - EFFECTIVE AUGUST 1, 2021 THROUGH JULY 31, 2024

TRLSD Certified Staff Salary Index			2022-23					
Increments	BA	BA 150	MA	MA 6	MA 12	MA 21	MA 30	
1	43,968	46,166	48,474	49,686	50,928	52,201	53,506	
2	45,023	47,274	49,638	50,878	52,150	53,454	54,791	
3	46,103	48,408	50,829	52,100	53,402	54,737	56,106	
4	47,210	49,570	52,049	53,350	54,684	56,051	57,452	
5	48,343	50,760	53,298	54,630	55,996	57,396	58,831	
6	49,503	51,978	54,577	55,941	57,340	58,774	60,243	
7	50,691	53,226	55,887	57,284	58,716	60,184	61,689	
8	51,908	54,503	57,228	58,659	60,125	61,629	63,169	
9	53,153	55,811	58,602	60,067	61,568	63,108	64,685	
10	54,429	57,151	60,008	61,508	63,046	64,622	66,238	
11	55,735	58,522	61,448	62,985	64,559	66,173	67,827	
12	57,073	59,927	62,923	64,496	66,109	67,761	69,455	
13	58,443	61,365	64,433	66,044	67,695	69,388	71,122	
14	59,845	62,838	65,980	67,629	69,320	71,053	72,829	
15	61,282	64,346	67,563	69,252	70,984	72,758	74,577	
16	62,201	65,311	68,577	70,291	72,048	73,849	75,696	
17	63,134	66,291	69,605	71,345	73,129	74,957	76,831	
18	64,081	67,285	70,649	72,416	74,226	76,082	77,984	
19	65,042	68,294	71,709	73,502	75,339	77,223	79,153	
20	66,018	69,319	72,785	74,604	76,469	78,381	80,341	
21	67,008	70,359	73,876	75,723	77,616	79,557	81,546	
22	68,013	71,414	74,985	76,859	78,781	80,750	82,769	
23	69,033	72,485	76,109	78,012	79,962	81,961	84,010	
24	70,069	73,572	77,251	79,182	81,162	83,191	85,271	
25	71,120	74,676	78,410	80,370	82,379	84,439	86,550	
26	72,187	75,796	79,586	81,576	83,615	85,705	87,848	
27	73,270	76,933	80,780	82,799	84,869	86,991	89,166	
28	74,369	78,087	81,991	84,041	86,142	88,296	90,503	
29	75,484	79,258	83,221	85,302	87,434	89,620	91,861	
30	76,616	80,447	84,470	86,581	88,746	90,965	93,239	
31	77,766	81,654	85,737	87,880	90,077	92,329	94,637	
32	78,932	82,879	87,023	89,198	91,428	93,714	96,057	
33	80,116	84,122	88,328	90,536	92,800	95,120	97,498	
34	81,318	85,384	89,653	91,894	94,192	96,546	98,960	
35	82,538	86,665	90,998	93,273	95,605	97,995	100,444	

THREE RIVERS EDUCATION ASSOCIATION AND THREE RIVERS BOARD OF EDUCATION
 MASTER CONTRACT - EFFECTIVE AUGUST 1, 2021 THROUGH JULY 31, 2024

TRLSD Certified Staff Salary Index				2023-24				
Increments	BA	BA 150	MA	MA 6	MA 12	MA 21	MA 30	
1	44,957	47,205	49,565	50,804	52,074	53,376	54,710	
2	46,036	48,338	50,754	52,023	53,324	54,657	56,023	
3	47,141	49,498	51,972	53,272	54,604	55,969	57,368	
4	48,272	50,686	53,220	54,550	55,914	57,312	58,745	
5	49,430	51,902	54,497	55,860	57,256	58,687	60,155	
6	50,617	53,148	55,805	57,200	58,630	60,096	61,598	
7	51,832	54,423	57,144	58,573	60,037	61,538	63,077	
8	53,076	55,729	58,516	59,979	61,478	63,015	64,591	
9	54,349	57,067	59,920	61,418	62,954	64,528	66,141	
10	55,654	58,436	61,358	62,892	64,465	66,076	67,728	
11	56,989	59,839	62,831	64,402	66,012	67,662	69,354	
12	58,357	61,275	64,339	65,947	67,596	69,286	71,018	
13	59,758	62,746	65,883	67,530	69,218	70,949	72,722	
14	61,192	64,252	67,464	69,151	70,880	72,652	74,468	
15	62,661	65,794	69,083	70,810	72,581	74,395	76,255	
16	63,600	66,781	70,120	71,873	73,669	75,511	77,399	
17	64,555	67,782	71,171	72,951	74,774	76,644	78,560	
18	65,523	68,799	72,239	74,045	75,896	77,793	79,738	
19	66,506	69,831	73,322	75,156	77,034	78,960	80,934	
20	67,503	70,878	74,422	76,283	78,190	80,145	82,148	
21	68,516	71,942	75,539	77,427	79,363	81,347	83,381	
22	69,544	73,021	76,672	78,589	80,553	82,567	84,631	
23	70,587	74,116	77,822	79,767	81,762	83,806	85,901	
24	71,645	75,228	78,989	80,964	82,988	85,063	87,189	
25	72,720	76,356	80,174	82,178	84,233	86,339	88,497	
26	73,811	77,502	81,377	83,411	85,496	87,634	89,825	
27	74,918	78,664	82,597	84,662	86,779	88,948	91,172	
28	76,042	79,844	83,836	85,932	88,080	90,282	92,539	
29	77,183	81,042	85,094	87,221	89,402	91,637	93,928	
30	78,340	82,257	86,370	88,529	90,743	93,011	95,336	
31	79,515	83,491	87,666	89,857	92,104	94,406	96,767	
32	80,708	84,744	88,981	91,205	93,485	95,822	98,218	
33	81,919	86,015	90,315	92,573	94,888	97,260	99,691	
34	83,148	87,305	91,670	93,962	96,311	98,719	101,187	
35	84,395	88,614	93,045	95,371	97,756	100,199	102,704	

Interpreter for Hearing Impaired

Prior Yr Base Sal \$ 27,665
 RAISE %: 2.25%
 FY 2022 Base \$ 28,287

FISCAL YEAR 2022
 School Year 2021-22

SERVICE YEARS	INDEX	1		2	
		Assoc	INDEX	BA	
0	1.00000	28,287	1.06400	30,097	
1	1.08200	30,607	1.11800	31,568	
2	1.13200	32,021	1.16800	33,039	
3	1.18200	33,435	1.22000	34,510	
4	1.28200	36,264	1.32400	37,452	
5	1.33200	37,678	1.37600	38,923	
6	1.38200	39,093	1.42800	40,394	
7	1.43200	40,507	1.48000	41,865	
8	1.53200	43,336	1.58400	44,807	
9	1.58200	44,750	1.63600	46,278	
10	1.63200	46,164	1.68800	47,748	
11	1.68200	47,579	1.74000	49,219	
12	1.73200	48,993	1.79200	50,690	
13	1.78200	50,407	1.84400	52,161	
14	1.78200	50,407	1.84400	52,161	
15	1.80700	51,115	1.87000	52,897	
16	1.80700	51,115	1.87000	52,897	
17	1.83200	51,822	1.89600	53,632	
18	1.83200	51,822	1.89600	53,632	
19	1.90700	53,943	1.97400	55,839	
20	1.90700	53,943	1.97400	55,839	
21	1.98200	56,065	2.05200	58,045	
22	1.98200	56,065	2.05200	58,045	
23	1.98200	56,065	2.05200	58,045	
24	1.98200	56,065	2.05200	58,045	
25	2.08200	58,894	2.15800	60,987	
26	2.08200	58,894	2.15800	60,987	
27	2.08200	58,894	2.15800	60,987	
28	2.08200	58,894	2.15800	60,987	
29	2.08200	58,894	2.15800	60,987	
30	2.08200	58,894	2.15800	60,987	
31	2.08200	58,894	2.15800	60,987	
32	2.08200	58,894	2.15800	60,987	
33	2.08200	58,894	2.15800	60,987	
34	2.08200	58,894	2.15800	60,987	
35	2.08200	58,894	2.15800	60,987	

Interpreter for Hearing Impaired

Prior Yr Base Sal \$ 28,287
 RAISE %: 2.25%
 FY 2023 Base \$ 28,923

FISCAL YEAR 2023
 School Year 2022-23

SERVICE YEARS	INDEX	1		2	
		Assoc	INDEX	BA	
0	1.00000	28,923	1.06400	30,774	
1	1.08200	31,295	1.11800	32,278	
2	1.13200	32,741	1.16800	33,782	
3	1.18200	34,187	1.22000	35,286	
4	1.28200	37,079	1.32400	38,294	
5	1.33200	38,525	1.37600	39,798	
6	1.38200	39,972	1.42800	41,302	
7	1.43200	41,418	1.48000	42,806	
8	1.53200	44,310	1.58400	45,814	
9	1.58200	45,756	1.63600	47,318	
10	1.63200	47,202	1.68800	48,822	
11	1.68200	48,648	1.74000	50,326	
12	1.73200	50,095	1.79200	51,830	
13	1.78200	51,541	1.84400	53,334	
14	1.78200	51,541	1.84400	53,334	
15	1.80700	52,264	1.87000	54,086	
16	1.80700	52,264	1.87000	54,086	
17	1.83200	52,987	1.89600	54,838	
18	1.83200	52,987	1.89600	54,838	
19	1.90700	55,156	1.97400	57,094	
20	1.90700	55,156	1.97400	57,094	
21	1.98200	57,325	2.05200	59,350	
22	1.98200	57,325	2.05200	59,350	
23	1.98200	57,325	2.05200	59,350	
24	1.98200	57,325	2.05200	59,350	
25	2.08200	60,218	2.15800	62,358	
26	2.08200	60,218	2.15800	62,358	
27	2.08200	60,218	2.15800	62,358	
28	2.08200	60,218	2.15800	62,358	
29	2.08200	60,218	2.15800	62,358	
30	2.08200	60,218	2.15800	62,358	
31	2.08200	60,218	2.15800	62,358	
32	2.08200	60,218	2.15800	62,358	
33	2.08200	60,218	2.15800	62,358	
34	2.08200	60,218	2.15800	62,358	
35	2.08200	60,218	2.15800	62,358	

Interpreter for Hearing Impaired

Prior Yr Base Sal \$ 28,923
 RAISE %: 2.25%
 FY 2024 Base \$ 29,574

FISCAL YEAR 2024
 School Year 2023-24

SERVICE YEARS	INDEX	1		2	
		Assoc	INDEX	BA	
0	1.00000	29,574	1.06400	31,467	
1	1.08200	31,999	1.11800	33,005	
2	1.13200	33,478	1.16800	34,542	
3	1.18200	34,956	1.22000	36,080	
4	1.28200	37,914	1.32400	39,156	
5	1.33200	39,393	1.37600	40,694	
6	1.38200	40,871	1.42800	42,232	
7	1.43200	42,350	1.48000	43,770	
8	1.53200	45,307	1.58400	46,845	
9	1.58200	46,786	1.63600	48,383	
10	1.63200	48,265	1.68800	49,921	
11	1.68200	49,743	1.74000	51,459	
12	1.73200	51,222	1.79200	52,997	
13	1.78200	52,701	1.84400	54,534	
14	1.78200	52,701	1.84400	54,534	
15	1.80700	53,440	1.87000	55,303	
16	1.80700	53,440	1.87000	55,303	
17	1.83200	54,180	1.89600	56,072	
18	1.83200	54,180	1.89600	56,072	
19	1.90700	56,398	1.97400	58,379	
20	1.90700	56,398	1.97400	58,379	
21	1.98200	58,616	2.05200	60,686	
22	1.98200	58,616	2.05200	60,686	
23	1.98200	58,616	2.05200	60,686	
24	1.98200	58,616	2.05200	60,686	
25	2.08200	61,573	2.15800	63,762	
26	2.08200	61,573	2.15800	63,762	
27	2.08200	61,573	2.15800	63,762	
28	2.08200	61,573	2.15800	63,762	
29	2.08200	61,573	2.15800	63,762	
30	2.08200	61,573	2.15800	63,762	
31	2.08200	61,573	2.15800	63,762	
32	2.08200	61,573	2.15800	63,762	
33	2.08200	61,573	2.15800	63,762	
34	2.08200	61,573	2.15800	63,762	
35	2.08200	61,573	2.15800	63,762	

8.04

SUPPLEMENTAL CONTRACTS

8.0401 All members assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written supplemental contract that is in addition to their regular contract, in keeping with the Ohio Revised Code.

- A. Such supplemental contract shall include the following information:
 - (1) Name of said member.
 - (2) Name of the Three Rivers Local School District and Three Rivers Board of Education for which responsibilities shall be performed.
 - (3) Total compensation for the supplemental contract.
 - (4) Provisions for the signature of the Board President, the Board Treasurer, the teacher, and date of signing by the teacher.
- B. Separate contracts will be provided for each additional duty.
- C. The contract must be signed and returned by the member within ten (10) days after receipt, otherwise the offer of the contract shall be withdrawn by the Board.
- D. Compensation shall be paid in two (2) equal payments: For positions in 8.0501 – Half pay midway through the duty, and half pay at the conclusion of the duty upon approval of the Athletic Director and/or supervisor.

For positions in 8.0502 – Half payment on the first pay in December and half payment on the second pay in June.

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

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

8.0402 Percentage Levels - Supplemental Salaries

- A. Annual supplemental salaries shall be determined by multiplying the percentage (%) set forth in 8.0501 and 8.0502 by the BA-0 Step in 9.03.
- B. Longevity increments are to be applied at an additional one-half percent (.5%) per year of experience, not to exceed a total of three percent (3%).
- C. Longevity for supplemental contracts shall mean continuous service in the same supplemental contract position within this school district.

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

8.0403 Miscellaneous

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

8.05 SUPPLEMENTAL SALARY SCHEDULES

8.0501 Supplemental Salaries - Athletic

<u>%</u>	<u>Position</u>
10.0%	Assistant Athletic Director
10.0%	Varsity Baseball Coach
7.0%	Assistant Baseball Coach
20.0%	Varsity Basketball Coach- THS Boys
10.0%	Assistant Basketball Coach – THS Boys
10.0%	JV Basketball Coach – THS Boys
7.0%	Freshman Basketball Coach – THS Boys
20.0%	Varsity Basketball Coach – THS Girls
10.0%	Assistant Basketball Coach – THS Girls
6.0%	JV Basketball Coach – THS Girls
7.0%	JH Basketball Coach – 7 th grade Boys
7.0%	JH Basketball Coach – 8 th grade Boys
7.0%	JH Basketball Coach – 7 th grade Girls
7.0%	JH Basketball Coach – 8 th grade Girls
7.0%	Varsity Bowling Coach – THS
14.0%	Varsity Cheerleader Coach – THS
7.0%	JV Cheerleader Coach – THS

8.0501 Supplemental Salaries - Athletic (cont'd.)

<u>%</u>	<u>Position</u>
3.5%	JH Cheerleader Coach – Football
3.5%	JH Cheerleader Coach – Basketball
10%	Varsity Cross Country Coach – THS Boys & Girls
7.0%	Assistant Cross Country Coach – THS Boys & Girls
7.0%	JH Cross Country Coach – Boys & Girls
20.0%	Varsity Football Coach – THS
10.0%	Assistant Football Coach – THS
10.0%	Assistant Football Coach – THS
10.0%	Assistant Football Coach – THS
10.0%	Assistant Football Coach – THS
7.0%	JH Football Coach – 7 th & 8 th grade
7.0%	JH Football Coach – 7 th & 8 th grade
10.0%	Varsity Golf Coach – THS Boys
7.0%	Assistant Golf Coach – THS Boys
10.0%	Varsity Golf Coach – THS Girls
7.0%	Assistant Golf Coach – THS Girls
7.0%	JH Golf Coach – 7 th & 8 th grade
7.0%	Lacrosse Coach – THS
10.0%	Varsity Soccer Coach – THS Boys
7.0%	Assistant Soccer Coach – THS Boys
10.0%	Varsity Soccer Coach – THS Girls
7.0%	Assistant Soccer Coach – THS Girls
7.0%	JH Soccer Coach – 7 th grade Boys
7.0%	JH Soccer Coach – 8 th grade Boys
7.0%	JH Soccer Coach – 7 th grade Girls
7.0%	JH Soccer Coach – 8 th grade Girls
10.0%	Varsity Softball Coach – THS
7.0%	Assistant Softball Coach – THS
10.0%	Varsity Swim Coach – THS Boys & Girls
7.0%	Assistant & JH Swim Coach – Boys & Girls
10.0%	Varsity Tennis Coach – THS Boys
10.0%	Varsity Tennis Coach – THS Girls
10.0%	Varsity Track Coach – THS Boys & Girls
7.0%	Assistant Track Coach – THS Boys & Girls
7.0%	Assistant Track Coach – THS Boys & Girls
7.0%	JH Track Coach – Boys & Girls
7.0%	JH Assistant Coach – Boys & Girls

8.0501 Supplemental Salaries - Athletic (cont'd.)

<u>%</u>	<u>Position</u>
10.0%	Varsity Volleyball Coach – THS
7.0%	Assistant Volleyball Coach – THS
7.0%	JV Volleyball Coach – THS
7.0%	JH Volleyball Coach – 8 th grade
7.0%	JH Volleyball Coach – 7 th grade
7.0%	Varsity Wrestling Coach – THS
7.0%	Assistant Wrestling Coach – THS
10.0%	JH Wrestling Coach
7.0%	Assistant Coach

8.0502 Supplemental Salaries - Non-Athletic

<u>%</u>	<u>Position</u>
2.5%	Academic Team Coach – THS
5.0%	Department Chair – ELA 9-12
5.0%	Department Chair – Mathematics 9-12
5.0%	Department Chair – Science 9-12
5.0%	Department Chair – Social Studies 9-12
5.0%	Department Chair – Foreign Language 9-12
10.0%	Department Chair – Unified Arts K-12
10.0%	Department Chair – Special Education K-12
5.0%	Team Leader – K-8 *one per grade level at 5.0% stipend each
5.0%	Auditorium House Manager
20.0%	Instrumental Music Director – THS
10.0%	Instrumental Music Assistant Director – THS
\$3000.00	Drumline Instructor – THS
\$3000.00	Visual Instructor - THS
\$1500.00	Brass Instructor – THS
\$1500.00	Woodwind Instructor – THS
7.0%	TMS Jazz Band Director
15.0%	Vocal Music Director – THS
2.0%	Vocal Music Director - TMS
2.0%	Vocal Music Accompanist – THS – Paid by Acclaim Foundation
5.0%	Color Guard Coach – THS Fall
5.0%	Color Guard Coach – THS Winter

8.0502 Supplemental Salaries - Non-Athletic (cont'd.)

<u>%</u>	<u>Position</u>
10.0%	Theatre Arts Director – THS
8.0%	Theatre Arts Assistant Director – THS
2.0%	Cappie's Program – THS
4.0%	Theatre Arts Properties Manager
4.0%	Theatre Arts Technical Director
5.0%	Theatre Arts Director – TMS
4.0%	Theatre Arts Assistant Director – TMS
8.0%	Children's Theatre Directors (2)
5.0%	Mentor Program Advisor – THS
5.0%	National Honor Society Advisor - THS
5.0%	Junior Class/Prom Advisor – THS
5.0%	Senior Class Advisor – THS
5.0%	Sophomore Class Advisor - THS
5.0%	Student Council Advisor – THS
7.0%	Yearbook Advisor – grades 9-12 THS
5.0%	Key Club Advisor THS
	Philanthropy Club – No Stipend
2.0%	Builders Club – TMS
5.0%	Character Education Program Coordinator
2.0%	Art Club – Stipend paid by Acclaim Foundation
3.5%	Math Counts Club grades 6-8
3.5%	Math Counts Club grades 6-8
3.5%	Math Counts Club grades 6-8
3.5%	Math Counts Club grades 6-8
5.0%	National Junior Honor Society
5.0%	Student Council Advisor grades 6-8
3.0%	Yearbook Advisor grades 7-8
10.0%	K-12 Gifted Coordinator
\$500.00	Elementary Yearbook Advisor grades K-5
\$600.00	Elementary Talent Show Advisor grades K-5
\$500. - \$1000	Non-Athletic Student Clubs – 10 positions maximum

8.06 **EXTENDED PAY**

- 8.0601 Teachers who are assigned extended service during the summer shall receive additional pay calculated at the daily rate based on his/her annual salary during the previous school year. Extended year days are determined by the Superintendent and are subject to change annually.
- 8.0602 Extended service days may be assigned to librarians, counselors, school psychologists and nurses.

8.07 **REGULAR SALARY PAYMENTS**

- 8.0701 Salary payments shall be made in twenty-four (24) equal installments for all employees. Payments shall be made on the 15th and the last day of each month. In the event that the 15th or the last day of the month occurs on a weekend or holiday, then payment shall be provided at midnight on the last business day prior to the weekend or the holiday. Pay stubs shall be mailed during the summer break or sent electronically, if feasible and confidential.
- 8.0702 Payroll periods shall be for two ((2) week periods and end Fridays except where a holiday falls on one of these days, in which case the pay day will be the last workday prior to the holiday, or as specified by the Superintendent/Designee.
- 8.0703 When deductions are made for absence, they shall be on the basis of the number of teachers' annual workdays based on the school calendar divided into the annual salary.
- 8.0704 Should it become necessary for a teacher to discontinue his/her services before completing his/her contract, an adjustment in salary will be made so that the teacher will receive pay for the number of days of actual service minus the previous payments. (See 7.01, Work Year for number of teacher workdays.)
- 8.0705 All teachers shall be required to be on a direct deposit plan with a maximum of two (2) U.S. financial institutions.

8.08 **PAYROLL DEDUCTIONS**

- 8.0801 The Board shall provide payroll deductions at no charge to the teacher and/or the Association for the following items:
 - A. Taxes (City, State, and Federal)
 - B. Association dues
 - C. Credit Union
 - D. State Teachers Retirement System
 - E. Annuities (for new accounts, at least 4 members must enroll)
 - F. United Way (minimum total donation \$50.00)
 - G. Other(s) which are mutually agreed to
 - H. 125 Plan (IF NO COST TO THE BOARD)
 - I. 457 Plan (IF NO COST TO THE BOARD)

- 8.0802 The payroll deduction of any of the above items when optional can only be initiated upon written request of the teacher, with agreement of payee if required.
- 8.0803 Unless otherwise specified, deductions shall be considered continuous from year to year. Each request for changes, additions, and/or deletions for the Credit Union, annuities, and/or the United Way shall be implemented no later than thirty (30) calendar days after said request.
- 8.0804 Association dues shall be deducted in accordance with the following provisions:
- A. No later than October 1, the Association shall provide the Board Treasurer written authorizations for any teacher wishing to have payroll deductions for Association dues. Members employed after October 1 must pay directly to the Association until the next following school year. These deductions shall be uniform for ten (10) pay periods, beginning with the fifth (5th) pay period of the school year.
 - B. No later than October 20, the Board Treasurer shall provide the Association a complete list of teachers for whom Association dues are being deducted and the total dues being deducted for each teacher.
- 8.0805 Deductions for the Hospitalization and Dental Insurances shall be deducted in equal installments twice each month.

8.09 SEVERANCE PAY

- 8.0901 The Board, pursuant to Section 124.391 of the Ohio Revised Code, shall pay any member at the time of his/her retirement through STRS from the Three Rivers Local School District, one-fourth ($\frac{1}{4}$) of that member's accumulated but unused sick leave, to a maximum of seventy-four (74) days.
- 8.0902 All retirement severance pay shall be calculated by using the annual salary divided by a common factor, specifically, the scheduled workdays in the teachers' calendar.
- 8.0903 Severance pay shall be paid not later than January 31st following the month of effective retirement, except as directed by the Superintendent.
- 9.0904 If a member of the bargaining unit dies while employed by the Board, and at the time of death was eligible to retire and eligible to receive retirement benefits from STRS or if the member has been employed by the Board for twenty or more years, then in that event, the estate of the deceased employee shall be paid severance pay in accordance with the severance pay provisions of this Contract.
- 8.0905
- (1) The parties have selected the VOYA Company to administer the accumulated leave plan.
 - (2) The institution of the accumulated leave plan shall be at no cost to the Board or the employee.
 - (3) The purpose for instituting this plan is to provide a method for the employee to tax shelter his/her severance pay received from the District.

8.10 GROUP TERM LIFE INSURANCE

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

8.11 HOSPITALIZATION

8.1101 The Board shall purchase basic health and hospital insurance coverage as provided by the Greater Cincinnati Insurance Consortium (GCIC), for each full time member now or hereafter employed and his/her family.

8.1102 The Board shall pay eighty-five percent (85%) of the cost of the insurance premium.

8.1103 For members working more than half time but less than full time, cost will be prorated. Members working half time or less will receive no insurance benefits paid by the district.

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

8.12 DENTAL PLAN

8.1201 The Board shall purchase from a carrier licensed by the State of Ohio family dental insurance coverage, for each full time member now or hereafter employed and his/her family, which is substantially similar to, or meets, or exceeds the coverage specifications that exist as of the effective date of this Contract.

8.1202 The Board shall pay ninety percent (90%) of the cost of the insurance premium.

8.1203 For members working more than half time but less than full time, cost will be prorated. Members working half time or less will receive no insurance benefits paid by the District.

8.13 INSURANCE RIGHTS WHILE ON LEAVE

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

8.14 STRS TAX SHELTER PICK-UP

8.1401 Pursuant to Rulings 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and as restricted by the State Teachers Retirement System (STRS) and the rules of the Board, the employee contribution of the member of the bargaining unit shall be designated as paid by the Board.

- 8.1402 The total annual salary and salary per pay period for each member shall be the salary otherwise payable under this negotiated Contract. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) Deferred Salary, and (2) Cash Salary.
- A. Deferred Salary: A member's deferred salary shall be equal to that percentage of said member's annual salary or salary per pay period that is paid to the STRS by the member. This deferred salary shall be paid by the Board to the STRS on behalf of the member as a "pick-up" of the STRS Employee Contribution.
- B. Cash Salary: A member's cash salary shall be equal to the member's total annual salary or salary per pay period less the amount of the pick-up for the member and shall be payable, subject to applicable payroll deductions, to the member.
- 8.1403 No employee's total earnings shall be increased by application of this plan nor shall the expenditures of the Board for the employee's total annual salary be increased by application of this plan. This provision shall apply uniformly to all members of the bargaining unit when this plan is implemented.
- 8.1404 The Board shall compute and remit its employer contribution to STRS based upon the total annual salary and the salary per pay period, including the deferred salary or "pick-up".
- A. The Board shall report for federal and state income tax purposes as a member's gross income the member's total annual salary less the amount of the deferred salary or "pick-up" for the indicated tax year.
- B. The Board shall report for municipal income tax purposes as a member's gross income the member's total annual income, including the amount of the deferred salary or "pick-up".
- C. The Board shall compute tax withholding based upon gross income as reported to the respective authorities.
- 8.1405 The Board agrees to include in the member's total annual salary the deferred salary (pick-up) for the purpose of computing daily rate of pay for severance, for determining paid salary and adjustments to be made due to absence, or for any other similar purpose. The deferred salary (pick-up) shall be included in the base salary for the purpose of determining supplemental duty salaries.
- 8.1406 The Board and the Association agree that should there be any statutory increase(s) in the amount of an employee's/employer's contributions to the State Teachers' Retirement System ("STRS") different from the current 10% employee/fourteen percent (14%) employer contribution, the employer shall pick up the statutory increase in the employee's contribution up to two percent (2%) not to exceed a maximum of fourteen percent (14%) employer contribution.

8.15 EDUCATIONAL PREROGATIVE

- 8.1501 Children of teachers who are not residents of the Three Rivers Local School District shall be permitted to attend the schools in the Three Rivers Local School District tuition free in grades K-12. This provision applies to full time employees and does not cover foreign exchange students. Students must start school in Three Rivers on the first day of the school year if transferring into the district.
- 8.1502 Said attendance shall not obligate the Board to incur additional expenses, shall not create an overload at any given grade level, and shall be subject to the Superintendent's assignment on an annual basis. A letter from the parent indicating his/her intent to enroll the student is required prior to August 1 each year.

8.16 TUTORS AND COMMITTEES

Hourly certificated tutors are members of the bargaining unit for the sole purpose of establishing an hourly rate of pay. Hourly certificated tutors shall be paid thirty dollars (\$30.00) per hour. Hourly tutors must hold a valid, up-to-date teachers certificate/license.

Members volunteering to serve on District/Board/Administrative committees (including LPDC), but not labor management committee, shall be paid at the rate of \$30.19 per hour.

8.17 INTERNAL SUBSTITUTION

A. Elementary

Elementary teachers who are assigned students from the splitting of a class shall receive the sub-rate of pay for the day that the teacher is assigned additional students.

B. Middle/Secondary (9 to 12)

The administration may assign a member during his/her preparation time to substitute for an absent member. Efforts will be made to assign staff on a rotating basis. Assignments shall be compensated at the rate of thirty dollars (\$30.00) per hour to the nearest quarter hour. Payments will be made at the end of each semester. No teacher shall be assigned more than three (3) internal substitution duties per semester.

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8.18 EMPLOYMENT OF RETIRED TEACHERS

- 8.1801 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by Three Rivers Local School District. There shall be no expectation that any such teacher will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the district and no reasons will be given for declining to offer such employment to anyone.
- 8.1802 The salary to be paid to the returning teacher shall be based on the current teachers' salary schedule training column with a maximum of ten years of

experience, and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

- 8.1803 Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible for continuing contracts, regardless of their years of services, or the number of years rehired, or the type of license held.
- 8.1804 Each one year contract shall automatically expire upon the completion of the school year and it shall not be necessary for the District/Board to take formal action to not reemploy, to nonrenew, or to terminate the employee pursuant to 3319.11, 3319.16 or any other provision of the Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- 8.1805 Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
- 8.1806 In the event of a reduction in force, the reemployed teacher will not be considered to have any seniority over any other teacher, although the reemployed teacher shall be a member of the bargaining unit.
- 8.1807 Reemployed persons are eligible for sick leave accumulation, starting with a zero balance. They will earn one and one fourth days per month worked.
- 8.1808 For supplemental contract purposes only, longevity steps will be continued for supplemental contracts held in this District immediately prior to retirement.
- 8.1809 Teachers retiring from this District to be rehired by this District must retire effective June 30 and return to service on the first day of school, even if this requires a surrender of some STRS benefits.
- 8.1810 This contractual provision shall not be grievable under the grievance procedures of this Master Contract nor through any claim or action filed before the State Employment Relation Board (SERB) or in any court of law.

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

**ARTICLE IX:
CONCLUSION**

9.01 CONTRARY TO LAW

9.0101 If it is determined by a court of law with jurisdiction to this District or by an act of the federal and/or state legislature(s) that all or part of a negotiated provision is contrary to law, that part shall be considered null and void to the extent specifically prohibited. The remaining provisions shall remain in effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association on that provision to obtain a workable provision within the established legal structure. If a conflict exists between this negotiated Contract and Board policy, the Contract shall prevail.

9.0102 The Board and the Association agree that all terms in this Contract which supersede applicable state law and which may permissibly do so under ORC Section 4117.10(a) shall not be affected by this Article.

9.02 DURATION OF AGREEMENT

This Agreement shall be in effect from August 1, 2021, and shall remain in full force and effect through July 31, 2024.

9.03 MEMORANDA OF UNDERSTANDING

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

9.04 FORMS

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

9.05

SIGNATURE PAGE

For the
THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

Superintendent Date

Treasurer Date

For the
THREE RIVERS EDUCATION ASSOCIATION:

President Date

Vice-President Date

SIGNATURE PAGE

For the
THREE RIVERS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

Mark C. Ault 1-8-22
Superintendent Date
Alice Sundler 1/11/22
Treasurer Date

For the
THREE RIVERS EDUCATION ASSOCIATION:

[Signature] 01/07/22
President Date
[Signature] 1/11/22
Vice-President Date

APPENDIX "A-1"

THREE RIVERS LOCAL SCHOOL DISTRICT

GRIEVANCE FORM - STEP TWO

GRIEVANT _____ GRIEVANCE # _____
SCHOOL _____

DATE GRIEVANCE OCCURRED: _____

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

Signature of Grievant Date

Signature of Association President Date

DISPOSITION OF PRINCIPAL/SUPERVISOR: _____

Signature of Principal/Supervisor Date

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

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

GRIEVANT _____ GRIEVANCE # _____
SCHOOL _____

POSITION OF GRIEVANT: _____

Signature of Grievant Date

Signature of Association President Date

DISPOSITION OF SUPERINTENDENT: _____

Signature of Superintendent Date

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

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

GRIEVANT _____ GRIEVANCE # _____
SCHOOL _____

POSITION OF ASSOCIATION: _____

Signature of Grievant Date

Signature of Association President Date

FINDINGS AND RECOMMENDATIONS OF ARBITRATOR: _____

Signature of Arbitrator Date

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

APPENDIX "B"
THREE RIVERS LOCAL SCHOOL DISTRICT
APPLICATION FOR USE OF SICK LEAVE

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

=====

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

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

Signature of Employee

APPENDIX "C"
THREE RIVERS LOCAL SCHOOL DISTRICT
VISITING DAY REQUEST

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

Name of School (Visiting): _____

Grade or Department (to be observed): _____

Teacher (with whom you will visit): _____

Day of Visit: _____

Time of day: From _____ To _____

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

Date of Request

Signature of Requesting Teacher

APPROVED BY:

Building Principal

Superintendent

REMARKS:

APPENDIX "D"
THREE RIVERS LOCAL SCHOOL DISTRICT
APPLICATION FOR USE OF PERSONAL LEAVE

Employee's Name _____ Date _____

School Assigned _____ # Days Requested _____

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

Check one: 1st Personal Day
 2nd Personal Day

Signature of Principal

Signature of Employee

APPENDIX "E"
THREE RIVERS LOCAL SCHOOL DISTRICT
SICK LEAVE BANK

Purpose

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

Provisions of Eligibility

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

Operational Procedures

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

Sick Leave Bank Committee

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

Loan and Payback Procedures

- A. The maximum number of days that a teacher may borrow is thirty (30) days in one school year.

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

Policy Procedures

- A. In consideration of the benefits of participating in the SLB, each applicant for membership in the bank and for benefits from the bank shall, as a condition to such application, agree in writing to the following:

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

APPENDIX "F"

OTES 2.0

The local board of education may elect to evaluate less frequently each teacher rated **Accomplished** on the teacher's most recent evaluation once every three years, provided the teacher submits a self-directed Professional Growth Plan** to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Accomplished** may have input on their credentialed evaluator for the evaluation cycle.

The local board of education may evaluate less frequently each teacher rated **Skilled** on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan** for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Skilled** may have input on the selection of their credentialed evaluator for the evaluation cycle.

A teacher with a Final Holistic Rating of **Developing** will develop a Professional Growth Plan** that is guided by the assigned credentialed evaluator.

A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

AND the teacher must use the data generated from the high-quality student data instrument by:

Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning

Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students

Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis

Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

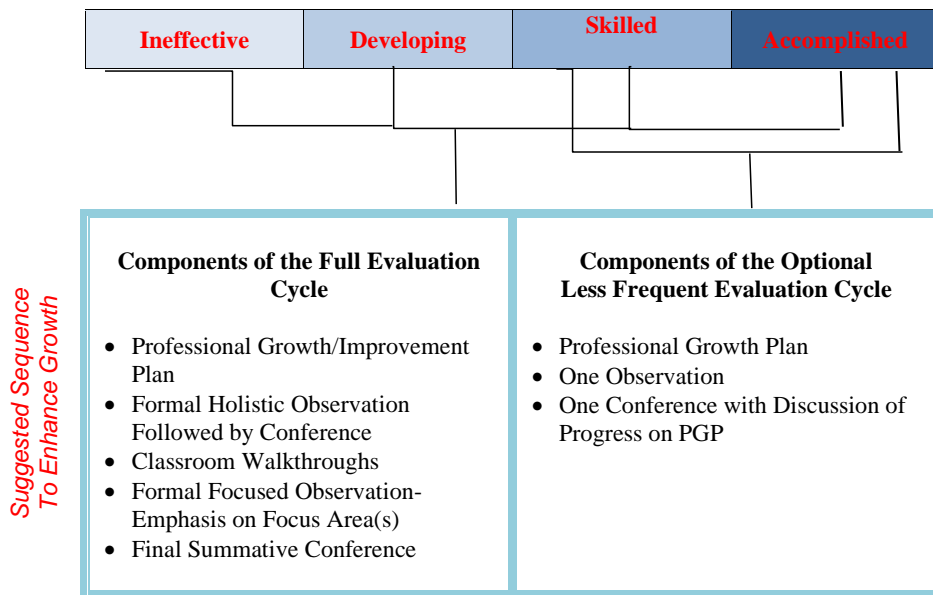
Additional Requirements

Teachers must be provided with a written report of the results of their evaluation. Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and removal of poorly performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

Ohio Teacher Evaluation System (OTES 2.0) Framework*

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher’s instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher.

Each teacher will be evaluated according to Ohio Revised Code and the *Ohio Teacher Evaluation Framework*, which is aligned with the *Ohio Standards for the Teaching Profession* adopted under state law. Using multiple factors set forth in the Framework, the teacher’s Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the *Teacher Performance Evaluation Rubric*.



Essential Components

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each and at least two classroom walkthroughs. See details below:

- One Formal Holistic Observation, followed by a conference;
- Walkthroughs – with an emphasis on identified focus area(s) when applicable;
- One Formal Focused Observation – with an emphasis on identified focus area(s); and
- One Summative Conference.

teacher evaluation will use at least two measures of district determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable
2020

Additional Requirements

Teachers must be provided with a written report of the results of their evaluation.

Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and removal of poorly performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

MEMORANDUM OF UNDERSTANDING

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

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1, 2021 through July 31, 2024; and

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

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System (“OTES”) during the 2017-2020 school years; and

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

1. For the 2021-2022 school years, the Board and the Association agree to implement the OTES 2.0 in place of the current Collective Bargaining Agreement Evaluation System (Article IV) for all members who meet the definition of “teacher” in ORC 3319.111.
2. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. This committee shall be comprised of an equal number of Administrators, appointed by the Superintendent, and members, appointed by the Association President.
3. Prior to making any changes or modifications any of the attached documents (Board Policy, Teacher Evaluation Handbook and Timeline), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the Evaluation Policy Consultation committee for the purposes of discussing the changes and collaborating to resolve any conflicts.
4. If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with ORC 4117.

5. Only personnel on administrative contracts with proper certification and credentialing from the Ohio Department of Education shall evaluate bargaining unit members.
6. All teachers shall receive formal written evaluation each school year except as follows:
 - A. Teachers who received a final summative educator effectiveness rating of “Accomplished” or “Skilled” on their most recent evaluation.
 - i. Teachers who receive a final summative educator effectiveness rating of “Accomplished” on their most recent evaluation may be evaluated every three (3) years as long as the teacher’s student academic growth measure for the most recent school year which data is available is average or higher.
 - ii. Teachers who receive a final summative educator effectiveness rating of “Skilled” on their most recent evaluation may be evaluated every two (2) years as long as the teacher’s student academic growth measured for the most recent school year which date is available is average or higher.
 - iii. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of “Accomplished” or “Skilled”, the credentialed evaluator shall conduct a minimum of a walk through and hold one post-conference with the teacher. A teacher who does not receive a full evaluation under this section must still complete a growth plan.
 - B. A teacher who is on leave for 50% or more of the school year will not be evaluated.
 - C. A teacher who is retiring at the end of the school year will not be evaluated as long as the teacher has submitted and the Board of Education accepts a notice of retirement on or before December 1 of the school year.
 - D. Notwithstanding any of the exceptions listed above, all teachers shall be evaluated in any year in which their contract is up for renewal or non-renewal, or in which the teacher shall become eligible for a continuing contract.
7. The evaluation shall be conducted and completed no later than the first (1st) day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of May, unless the teacher is being recommended for non-renewal. In that case, the teacher shall receive a written report of the results of the evaluation by May 1.
8. If the Board has entered into a limited contract or extended limited contract, the teacher pursuant to Section 3319.11 of the Revised Code, the Board shall perform a minimum

of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to reemploy the teacher.

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

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

Date: _____

By: _____
Superintendent

THREE RIVERS EDUCATION ASSOCIATION

Date: _____

By: _____
TREA President