Wed, 07/08/2026 01:21:06 PM SERB

2659-01
26-MED-03-0229
47180

MASTER CONTRACT

BETWEEN THE

BOARD OF EDUCATION

OF THE

TRI-COUNTY NORTH LOCAL SCHOOL DISTRICT

AND THE

TRI-COUNTY NORTH EDUCATION ASSOCIATION

July 1, 2026 – June 30, 2029

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION 1
ARTICLE 2 – DEFINITIONS 2
ARTICLE 3 – NEGOTIATIONS 3
ARTICLE 4 - BOARD RIGHTS 5
ARTICLE 5 - ASSOCIATION RIGHTS 6
ARTICLE 6 - EMPLOYMENT, ASSIGNMENTS, AND TRANSFERS 8
ARTICLE 7 - STAFF ORIENTATION 10
ARTICLE 8 - TEACHER DAYS 11
ARTICLE 9 - REPORTING ABSENCES 13
ARTICLE 10 - SUBSTITUTE TEACHERS 14
ARTICLE 11 - SCHOOL CALENDAR 15
ARTICLE 12 - CLASS SIZE 16
ARTICLE 13 - SPECIAL NEEDS 17
ARTICLE 14 - SALARIES AND PAY PERIODS 18
ARTICLE 15 – CONTRACTS 20
ARTICLE 16 - SUPPLEMENTAL CONTRACTS 24
ARTICLE 17 - REDUCTION IN FORCE 25
ARTICLE 18 - PERSONNEL FILES 28
ARTICLE 19 - PROFESSIONAL GROWTH/TUITION REIMBURSEMENT 29
ARTICLE 20 - LEAVE OF ABSENCE 31
ARTICLE 21 - ASSAULT LEAVE 33
ARTICLE 22 - ADOPTION LEAVE 34
ARTICLE 23 - SICK LEAVE 35
ARTICLE 24 - PERSONAL/EMERGENCY LEAVE 40
ARTICLE 25 - JURY AND WITNESS DUTY 42
ARTICLE 26 - RETIREMENT PAY 43
ARTICLE 27 - GRIEVANCE PROCEDURE 44
ARTICLE 28 – INSURANCE 47
ARTICLE 29 - TRAVEL ALLOWANCE 49
ARTICLE 30 - ACADEMIC FREEDOM FOR TEACHERS 50
ARTICLE 31 - NONRENEWAL - LIMITED CONTRACT 51
ARTICLE 32 – RESIGNATIONS 52
ARTICLE 33 - STRS PICK-UP UTILIZING THE 53
SALARY REDUCTION METHOD 53
ARTICLE 34 - COMPLAINTS AGAINST TEACHERS 54
ARTICLE 35 - ATTENDANCE OF CHILDREN OF 55
NON-RESIDENT EMPLOYEES 55
ARTICLE 36 - ADMINISTRATION/ASSOCIATION [A/A] COMMITTEE 56
ARTICLE 37 - SAVINGS CLAUSE 57
ARTICLE 38 – TCN DISTRICT LEADERSHIP TEAM 58
ARTICLE 39 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 59
ARTICLE 40 – TEACHER/SCHOOL COUNSELOR EVALUATION 61
ARTICLE 41 – SALARY AND DURATION 62
ADDENDUM 1A - SALARY SCHEDULE - 64
ADDENDUM 2 - SUPPLEMENTAL SALARY SCHEDULE 67

ADDENDUM 3 - COLLEGE CREDIT REIMBURSEMENT REQUEST 71
ADDENDUM 4 - GRIEVANCE FORM 72
ADDENDUM 5 - VOLUNTARY SICK LEAVE BANK AUTHORIZATION FORM 74

ARTICLE 1 – RECOGNITION

The Board of Education of the Tri-County North Local School District, Preble County, Ohio (hereinafter referred to as the "Board" or "District'), recognizes the Tri-County North Education Association (hereinafter referred to as the "Association" or "TCNEA/OEA/NEA), as the sole and exclusive bargaining representative for all bargaining unit members employed by the Board as follows:

A. The term "bargaining unit member" is defined as all full-time/part-time certificated employees employed by the Board excluding the following: Superintendent, Treasurer, Assistant Treasurer, Curriculum Coordinator, Principals, Assistant Principal(s), Athletic Director, Substitutes, Home Instruction Teachers, and all others for whom certification in supervision or administration is required as a condition of employment.

ARTICLE 2 – DEFINITIONS

A. The term "Board", "District', or "School District" when used in this agreement shall refer to the Board of Education of the Tri-County North Local School District and any person(s) authorized to act on its behalf in dealing with employees.

B. The term "Association" when used in this contract shall refer to the Tri-County North Education Association, and any person(s) authorized to act on its behalf.

C. The term "parties" when used in this Agreement shall refer to the Board and/or its agents and the Association and/or its agents.

D. The term "day" when used in this contract shall be considered to mean:

1. During the school year any regularly scheduled teacher work day.

2. During the summer months: Monday through Friday (July 4 excluded).

ARTICLE 3 – NEGOTIATIONS

A. Negotiation Procedures

1. Upon notice served by either party for a meeting to open bargaining, a mutually acceptable meeting date shall be set not more than thirty (30) days following such notice. In any given school year, such notice shall be made prior to the reopener date or not less than sixty (60) days prior to the contract expiration date, whichever date is earlier.

2. The requesting party shall serve a copy of the notice upon the State Employment Relations Board (SERB).

3. The Association shall be granted access to information relative to the bargaining of the Contract except for those items that are included in the parameters given to its negotiator by the Board. The TCNEA agrees to furnish available information on its proposal to the Board's Negotiating Team to support their proposals.

4. Items tentatively agreed to shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to by the respective negotiations teams.

B. Representation

Up to six (6) representatives of the Board shall meet with up to six (6) representatives of the TCNEA for the purpose of negotiating an Agreement. All bargaining shall be conducted by said teams. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. While no final Agreement shall be executed without ratification by the TCNEA and the Board, the parties mutually pledge that their representatives shall have the authority to make proposals and consider proposals in the course of bargaining.

C. Negotiation Meetings

After the initial meetings, subsequent meetings will be scheduled by mutual consent of both parties. If agreement is not reached, meetings will be held outside of regular school hours.

D. Agreement

The tentative agreement shall be reduced to writing and signed by the representative(s) of each bargaining team. Both bargaining teams shall recommend the ratification of the agreement to their constituents. Such agreement shall be submitted to the Association's membership for ratification. The Association shall notify the Board's representative of the results of the Association's ratification vote. Upon such notice, the Board shall take action at the next scheduled meeting after ratification. If the agreement is ratified by the parties, it shall be signed by the respective presidents of the Association and the Board.

E. Impasse

When either party determines that a bargaining impasse exists, the parties agree to first use the mediation services of the FMCS or another mutually agreed upon mediation service. In the event that the formal negotiation process and the Mediation do not result in an agreement, the parties to this procedure agree to use the resolution procedure as provided in 4117.14 of the Ohio Revised Code.

F. Implementation of the Bargained Contract

1. All items of the collectively bargained contract shall be effective as agreed by the parties.

2. The District shall post the agreement on the district website.

ARTICLE 4 - BOARD RIGHTS

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

A. To maintain executive management and administrative control of the school system and its properties and facilities, and the instructional activities of its employees as related to the conduct of school affairs.

B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.

C. To delegate authority through recognized administrative channels according to Board policy.

D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment. However, if the Board chooses to change terms and conditions of employment during the term of this Agreement, the Board and the TCNEA shall bargain on such matter(s) as required by law.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement, and as provided under Section 4117.08 of the ORC.

ARTICLE 5 - ASSOCIATION RIGHTS

The Association shall have the following exclusive rights:

A. The Association shall be granted rights to payroll deduction for its annual dues and those of its affiliates and their departments.

B. The Association shall be granted the right to insert Association materials into the teacher's mailboxes and send Association materials through the courier service. Such materials shall not include election materials except for Association elections.

C. The Association shall be granted the right to hold meetings on school property at reasonable times and with the prior approval of the building principal. The Association shall schedule in advance, space and time with the building principal. If any costs are incurred by the meeting(s) of the Association, such costs, if any, shall be reimbursed by the Association.

D. The Association President shall be provided with the names and addresses of newly employed teachers following Board approval of their contracts.

E. Duly elected and appointed representatives of TCNEA shall be granted paid Association leave for purposes of attending the OEA Representative Assemblies and other Association functions such as OEA Member Lobby Days and/or building visits by the TCNEA President or his/her designee. Such leave shall be subject to authorization by the TCNEA President and written notice as is required for professional leave use. Such leave shall be in addition to other leave provisions of the Negotiated Agreement. Such leave shall be limited to a maximum of nine (9) days unless otherwise authorized by the Superintendent. Association leave may be taken in quarter (1/4) day increments. However, no more than three (3) individuals may be absent at one time through this provision. Nor shall building visits by the TCNEA President or his/her designee interfere with a teacher's job responsibilities.

F. The Board will ensure the tentative board meeting agenda will be posted online at least twenty-four (24) hours in advance. Any changes to the agenda after the initial posting shall be made to the online agenda prior to the start of the meeting.

G. The Association will have the right to have placed in the Superintendents packet to all new teachers (if such a packet is issued), a letter prepared by the Association informing said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the Tri-County North Local School District.

H. The Association will be given a 30-minute period of time on the opening day program for teachers for introduction to the Association.

I. There will be no reprisal of any kind taken against any teacher by reason of membership in the Association or participation in any of its legal activities.

J. In order to properly represent the members of the negotiating unit, the representative(s) of the Association may conduct conferences with teachers during the school day with permission of the building principal. The conduct of such business shall not interfere with the instructional program.

ARTICLE 6 - EMPLOYMENT, ASSIGNMENTS, AND TRANSFERS

A. All staff assignments shall be made by the Superintendent after consultation with the building principal and the staff member. Assignments shall be made at the time of employment, but may be changed as situations and conditions dictate.

B. The Administration, after filing notice of vacancy with the Preble County Superintendent, shall post the vacancies for seven (7) calendar days. A copy of the vacancy notice shall be sent to the Association President and each school and posted on the teachers' bulletin board.

During the summer months, vacancies will be posted in the Central Office and emailed to the Association officers. However, during the period starting ten (10) calendar days prior to the first day of school and continuing through the conclusion of the first (1st) week of school, the administration may reduce the posting to two (2) days.

A "vacancy" shall be defined as any position declared by the Board as a position that needs to be filled.

Notice of vacancies shall include the following information: position available, certification requirements, starting date and application deadline.

All vacancies which occur during the current school year and were filled on a temporary basis shall be re-posted by May 1, if the position is to be filled.

C. Voluntary Transfers

1. Teachers desiring a transfer from one building to another will submit such request in writing, with the reasons thereof. The teacher shall indicate the school, position or specific assignment he/she will accept. A teacher may withdraw a request any time prior to official action by the Superintendent.

2. Vacancies shall be filled based on the needs of the district. Teachers within the system who apply for a transfer to a specific position shall be offered an interview for the position.

D. Involuntary Transfers

1. As part of the decision-making process for an involuntary transfer, the administration may ask for and/or consider volunteers. If there is more than one volunteer, interviews will be conducted. The administration will also give consideration to the current license status of the teacher being transferred.

2. A conference shall be held between the teacher and the administration explaining the reasons a transfer of the individual is being considered. The teacher, upon written request, shall be given a written statement of these reasons within ten (10) days of the receipt of the request.

3. For succeeding school years, teachers being transferred as a result of administrative-initiated request shall be informed by the last student day, unless the need for said transfer occurs after the last student day. If extenuating circumstances necessitate a transfer at another time of the year, such transfer may be accomplished. Reasons for such transfer shall neither be arbitrary nor capricious.

4. Teacher subject to involuntary transfer may be offered a choice of available assignments for which they qualify at the time any transfer is being considered.

5. In the event a teacher is involuntarily transferred to an assignment for which he/she is not licensed, the District will pay the fee for state-required licensing tests, not to exceed two (2) attempts within a year of the effective date of the involuntary transfer.

6. Upon request, a teacher who has been involuntarily transferred shall be assigned a mentor.

7. Teacher affected by an involuntary transfer will not be subjected to successive transfers unless: returning to original assignment; or requested by the teacher.

E. 1. Each teacher shall receive, prior to the last day of the school year, a written tentative subject/grade level assignment and the building(s) at which they are to provide such instruction. Master schedules for the following school year will be made available no later than July 1.

2. Tentative class lists shall be made available to teachers no later than one week prior to the first student day of school.

3. Results of state-mandated tests shall be made available to teachers no later than two weeks after the district receives the results.

F. ACP/AP/CCP

1. The District will provide class coverage for ACP/AP/CCP teachers when such teachers are required to meet with IHE personnel or when they are required to attend IHE mandatory training.

2. The tentative class size for the following year will be provided to the ACP/AP/CCP teachers prior to the end of the school year.

3. Acceptance of an ACP/AP/CCP teaching assignment is not mandatory. There will be no resulting retaliation, loss of employment, or other negative consequences for the teacher that decides not to accept an ACP/AP/CCP teaching assignment and provides timely notice of his/her decision. Any teacher having an ACP/AP/CCP who wants to decline such an assignment for the following school year must give written notice to the Superintendent no later than February 1.

ARTICLE 7 - STAFF ORIENTATION

As a condition of employment all teachers new to the school district shall be required to attend an orientation program for one (1) day prior to the opening of school. Said program shall be the responsibility of the Superintendent who will work cooperatively with other members of the staff and the Association to determine content of said orientation. Further, new staff members shall be required to attend required meetings at the County level.

ARTICLE 8 - TEACHER DAYS

A. Teachers will work one hundred eighty-three (183) days.

Open house shall occur within five (5) days before or after the first student day of the school year and shall be scheduled by the administration with input from the association president. On the day of open house, the teacher work day shall be: 10:30 a.m. to 6:30 p.m., with a one-hour meal break, during which open house of ninety (90) consecutive minutes shall occur.

B. 1. The normal teaching day shall be no longer than seven (7) hours, thirty (30) minutes of which no less than thirty (30) minutes shall be for duty-free lunch. Teachers will have at least 45 minutes of planning time per day. When possible, such planning time will be scheduled as a continuous block of time, then, for purposes of determining that at least 45 minutes of time has been provided, one may count up to two blocks of time, with neither block of time being less than 15 minutes. If a teacher is scheduled so that their planning times does not meet the above criteria, then such teacher shall receive one period of coverage once per quarter.

2. a. During the week a monthly TBT occurs, for elementary school teachers, if such teachers are required to arrive ten (10) minutes prior to the start of school on Thursdays then they shall be permitted to leave ten (10) minutes after students are dismissed on Fridays or arrive ten (10) minutes after the start of the teacher school day on Friday.

b. During the week a monthly TBT occurs, for middle school teachers and high school teachers, if such teachers are required to stay twenty (20) minutes after their contractual end time on Thursdays then they shall be permitted to leave twenty (20) minutes earlier than their contractual end time on Fridays.

C. No more than two (2) building staff meetings per month shall occur unless of an emergency nature, as determined by the Superintendent. Advance notice will be given the week prior to staff meetings.

The two (2) building staff meetings cited in the preceding paragraph shall not extend more than one-half (1/2) hour beyond the normal teacher workday.

Teachers shall not be required to give up more than one (1) planning time period per week for committee, in-service or building staff meetings. Committee, in-service or building staff meetings (including meetings listed in D below) beyond more than one-half (1/2) hour after the normal teacher workday shall be voluntary.

D. Teachers, in meeting their professional responsibilities, shall be available for parent conferences, assisting students, IEPs, ETRs, OTES, TBT, BLT and DLT. These conferences/meetings shall be scheduled during the school day when possible. The District will provide coverage for the teacher(s) if attendance requires that the teacher(s) leave their assigned class(es). Teachers will be

available at mutually agreeable times if a conflict of scheduling exists. Teachers who are absent on scheduled conference days shall reschedule those conferences in a timely manner.

E. Teachers employed for less than the number of hours and days specified in paragraphs A and B above shall receive all benefits and salary on a prorated basis.

F. Teachers shall be given at least four (4) hours per year to work on mandated training, such as Public School Works.

G. Calamity Days

When the Superintendent decides to close school on account of a calamity or emergency, staff shall not report to work and the following procedures shall apply:

a. The first five (5) calamity days of any school year shall not be made up and are without any loss of wages or fringe benefits.

b. Upon annual Board approval, calamity days six (6), seven (7), and eight (8), individual teachers shall prepare Electronic Day ("eDay")/remote learning lessons.

c. Teachers are not required to report to school on calamity days six (6) through eight (8), but shall be available via email for questions regarding the assignments. Days six (6), seven (7), and eight (8) are considered work days.

d. Beginning with calamity day nine (9) and beyond, teachers shall not report to school on each calamity day but are required to report on make-up days as determined by the Superintendent.

ARTICLE 9 - REPORTING ABSENCES

A. Teachers shall not be absent from their respective assignments without prior notification. Prior notification for all absences (including professional leave under Article 19, sick leave and any other leave under Article 20, assault leave under Article 21, and personal leave under Article 25) shall be made by the teacher through the leave management system. Prior notification is not required for use of emergency leave.

B. Where possible, absences for illness should be reported the night before or by one and one-half (1-1/2) hours prior to the teacher's starting time in the building to which the teacher is assigned on the day of absence.

C. Absences other than those covered herein set forth shall cause full loss of pay for the period of absence. For each day absent the deduction shall be the per diem rate.

ARTICLE 10 - SUBSTITUTE TEACHERS

A. Substitute teachers shall be provided in all cases of teacher absenteeism when possible.

B. An internal substitute list shall be established of those teachers who are willing to substitute on their planning time. Should a substitute be unavailable, the building principal will request a teacher on the internal substitute list to cover the appropriate class at the rate of thirty dollars ($30.00) for one forty-eight to fifty-minute time period of substitution during their planning period. Pay shall be proportionate for shorter or longer periods of assignment. For K-4, in cases where a class is split in half for the entire day, the teachers will receive eighty-two dollars ($82.00), for each staff member receiving students. When the rate of pay for substitute teachers increases, the rate of internal substitution will increase by the same percentage as the increase in the substitute teacher pay. A list of teachers who sub will be maintained indicating whether the teacher was administratively assigned or volunteered to cover during his/her planning period. Teachers will initial/sign each of their subbing entries on the list to indicate accuracy.

C. The building secretary shall issue vouchers for class coverage payment at the time of assignment. Teachers must complete the voucher and submit it to the building office for payment. Teachers who substitute for other teachers, who were not requested by the administration or the building secretary, will not be compensated.

D. Regular teachers shall provide lesson plans, seating charts, and other materials necessary for the operation of the class.

E. Substitutes shall not be used to evaluate the teachers.

F. Non-certificated employees and administrators may be used as substitutes, after the available options stated in Section B of this Article are exhausted.

ARTICLE 11 - SCHOOL CALENDAR

Procedure for adopting the school calendar for the ensuing school year shall be as follows:

A. The Board of Education shall make available a list of mandatory holidays and planned school functions to the Association President by March 30th.

B. The Association President shall present an Association recommended calendar to the Superintendent within twenty (20) days of receipt of the list.

C. The Board shall adopt a school calendar prior to the last student day of the school year.

D. Any changes made during the school year of the school calendar will be made with mutual agreement with the Association. If mutual agreement is not reached, the position of the Board shall prevail.

E. Parent-Teacher Conferences shall be scheduled twice (2) a year within the school calendar. If Parent-Teacher Conferences are scheduled from 2:30 pm – 8:30 pm, then Parent-Teacher Conferences shall not occur on the day immediately preceding a student day.

ARTICLE 12 - CLASS SIZE

A. It shall be the goal of the Board and Superintendent to establish and maintain the most favorable and equitable class size possible consistent with the financial resources and physical facilities of the school district and consistent with sound educational objectives and in compliance with state minimum standards.

The Association President shall meet with the Superintendent to discuss any deviation from this policy, prior to any filing of a grievance.

B. The administration and the subject area teachers who will be teaching the advanced and dual enrollment classes will meet annually to determine the prerequisite for the classes & minimum class size to be included in the Registration Handbook.

ARTICLE 13 - SPECIAL NEEDS

A. Individualized Education Program (IEP) Team

The special education supervisor or building principal will try to schedule IEP meetings so that one regular education teacher currently serving the student and one regular education teacher receiving the student will have the opportunity to participate. One substitute teacher will be employed to cover class while the regular education teacher attends the conference. The teacher can also request a copy of the IEP or a meeting with the special education supervisor and building principal to review the IEP. If a teacher believes the student's placement is inappropriate, the IEP team will be reconvened (including parents) to discuss the placement and to reach a resolution.

B. Training/Staff Development

The district shall offer training and/or staff development programs for those teachers involved with inclusion to enable the teacher to implement the IEP.

C. Class Size

Students with disabilities as identified by their IEP shall count as two pupils for the determination of class size as deemed appropriate by the IEP team.

D. Specialized Health Care Procedures

Teachers shall not be required to perform medical procedures.

E. Release Time/Compensation

Each designated Intervention Specialist shall be provided one day of assistance. Such assistance shall be in the form of a substitute teacher while the conference or the testing is being held. One additional day of assistance will be given when the Intervention Specialist's list is greater than ten (10) students.

F. The District will provide an aide to assist the teacher with the physical requirements of any severely disabled students.

ARTICLE 14 - SALARIES AND PAY PERIODS

A. Teachers on regular contracts will be paid according to a salary schedule for that position as adopted by the Board. Assignment on the schedule will be made in accordance with the following:

1. Years of experience (maximum ten (10) years).
2. Years of active military service (maximum ten (10) years).
3. Extent of college training.

Tutors shall gain experience credit on the following basis:

840 hours or more in one school year = one (1) year credit; 630 to 839 hours in one school year = one-half (1/2) year credit less than 630 hours in one school year = no credit. Two half years of credit will be combined to give one full years' experience credit. Such credit shall be granted at the beginning of the school year following the attaining of the full year's credit.

B. Verifying documents of additional education presented to the Treasurer by September 30, or by February 20, of any given year shall serve to advance the employee on the salary schedule. Mid-term salary increases shall be calculated on semesters based on twelve (12) pays.

C. Payroll deductions shall be made from each paycheck for the following:

1. Federal Income Tax.
2. Ohio Income Tax.
3. City Income Tax.
4. Ohio State Teachers Retirement System.
5. Medicare Supplement, where applicable.
6. School Income Tax
7. Other deductions that are required by local, state, or federal law.

Other optional deductions include:

1. Hospitalization.
2. Tax Sheltered Annuities.
3. Educators Mutual and/or National Teacher Associations.
4. Dues for the United Teaching Profession (TCNEA, WOEA, OEA, NEA), dues shall be withheld from the paychecks received starting with the second paycheck in the school year and ending with the last pay in June. All money withheld shall be transmitted to the T-CNEA Treasurer within seven (7) days of the payroll deduction. Any individual authorization for dues deduction submitted to the Treasurer under this Section shall continue in effect until revoked by the authorizing individual teacher.
5. Political Contributions.
6. Flexible Benefits Plan (Section 125).
7. Insurance company to be named with Section 125 Plan.
8. Section 125 Reimbursement Record-keeper

D. The teacher and/or the Association agree to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken against the Board and/or its representatives in carrying out the provisions of C above.

E. Teachers who are assigned by contract or accept by request duties in addition to their regular assignments will be issued a supplemental contract and will be paid according to supplemental schedules as adopted by the Board. No teacher shall be paid wages or salaries which have not been approved or adopted by the Board of Education.

F. Teachers shall receive their salary in twenty-four (24) pays, or twice per month. Payments shall be made on the 5th day and the 20th day of each month following the tenth (10th) day of work.

Regular contract payments shall be as follows:

1. If a payday falls on a Saturday, Sunday, holiday or vacation, paychecks will be issued to teachers on the day immediately preceding the payday.

   All teachers will have electronic transfer of their payroll check to their financial institution. Verification of deposit and pertinent information will be sent to their preferred e-mail address.

G. If the Treasurer's office overpays a teacher, said teacher will have the opportunity to meet the Treasurer. The teacher and Treasurer will discuss a reasonable repayment schedule that mitigates the financial hardship to the teacher against the District's need to receive timely repayment in full.

If the Treasurer's office underpays a teacher or errs making a deduction for dues, insurance, etc., the Treasurer shall notify the teacher of the error upon verifying the underpayment and will correct the underpayment/error by the next regularly scheduled payday after notification.

ARTICLE 15 – CONTRACTS

A. Contract Provisions

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. The contracts shall be issued within thirty (30) days of Board action and include the following information.

1. Name of teacher.

2. Name of the school district and Board of Education employing said teacher.

3. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.

4. Annual compensation to be paid for the first year of the contract.

5. Basis of determining compensation, i.e., Classroom teacher - B.A. Degree - 5 years' experience.

6. Number of paydays.

7. The number of days of service.

8. Signature and date of the teacher, Treasurer and Board President.

B. Sequence of Contracts

1. All teachers new to the district shall be granted a limited contract with duration of up to one year.

2. Teachers who have evidenced satisfactory teaching through the approved evaluation process shall be issued limited contracts of one-year duration for the first three (3) years of employment; thereafter the teachers shall be issued a limited contract of two (2) years' duration. However, in the instance of a teacher having performed on a less than satisfactory basis, the superintendent may recommend one (1) additional one-year limited contract with specific improvement recommendation(s) in lieu of a nonrenewal recommendation. The Association president shall be made aware of such an occurrence.

3. Teachers who have satisfactorily completed a two (2) year limited contract shall be issued a two (2) year limited contract thereafter. However, in the instance of a teacher having performed on a less than satisfactory basis, the superintendent may recommend one (1) additional one-year limited contract with specific improvement recommendation(s) in lieu of a nonrenewal recommendation. The Association president shall be made aware of such an occurrence.

4. If a teacher in the final year of a limited contract has not completed the evaluation process due to a leave of absence, then for the next school year the teacher shall be deemed to be in the final year of the same limited contract and shall be evaluated through the approved evaluation process.

C. Continuing Contract

A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire or until it is terminated or suspended.

1. Teachers who were initially issued a teacher's certificate or educator's license prior to January 1, 2011, are eligible for continuing contract status when they:

   a. Have completed (3) years of teaching under the employment of the District out of the last five (5) years;

   b. Or have taught in another school district with a continuing contract and have been employed by the District for two (2) years or have been recommended for continuing contract upon employment;

   c. Or have previously taught in the district under a continuing contract and have been re-employed by the District for one (1) year (excluding retire-rehire);

   d. And have a valid professional certificate license in the State of Ohio;

   e. And be evaluated under the approved evaluation system during the year of application, receiving a rating of "Skilled" or higher;

   f. If at the time of initial certification/licensure, the teacher did not possess a Master's degree, thirty (30) semester hours of coursework in the area of certification/licensure or in area related to the teaching field as defined by ODE; or

   g. if at the time of initial certification/licensure, the teacher possessed a Master's degree, six (6) semester hours of graduate coursework in the area of certification/licensure or in area related to the teaching field as defined by ODE,

   h. then the teacher will be considered for continuing contract status by the Superintendent.

2. Teachers who were initially issued a teacher's certificate or educator's license on or after January 1, 2011, are eligible for continuing contract status when they:

   a. Have completed (3) years of teaching under the employment of the District out of the last five (5) years;

   b. And have an educator license for seven (7) years;

c. And be evaluated under the approved evaluation system during the year of application, receiving a rating of "Skilled" or higher;

d. If at the time of initial licensure, the teacher did not possess a Master's degree, thirty (30) semester hours of coursework in the area of certification/licensure or in area related to the teaching field as defined by ODE; or

e. if at the time of initial licensure, the teacher possessed a Master's degree, six (6) semester hours of graduate coursework in the area of certification/licensure or in area related to the teaching field as defined by ODE;

f. then the teacher will be considered for continuing contract status by the Superintendent.

3. Teachers shall be considered for continuing contracts when they become eligible. In order to be eligible to be considered, the teacher must apply by October 15 and furnish written notice to the principal of eligibility. Prior to April 30th, the Superintendent will give the teacher written notice whether or not he/she intends to recommend a continuing contract. Any teacher who is not recommended for a continuing contract when eligible shall receive written reasons for the denial from the superintendent. Failure to provide written reasons shall be subject to the grievance procedure, with the sole remedy being the teacher's receipt of such reasons. Any failure to make a recommendation for continuing contract status or any failure by the Board to grant a continuing contract status shall not be made the subject of a grievance and shall not be processed as such.

D. Reemployment of Retired Teachers

Notwithstanding anything in this agreement or the Ohio Revised Code, persons who have retired from STRS or other public employee retirement system (reemployed teacher), if employed by the Board, shall be subject to the following provisions:

1. Reemployed teachers shall be placed on the salary schedule in accordance with Article 14, but shall not advance beyond Step 10. Reemployed teachers will be subject to the same evaluation system in place for the teachers of the district.

2. The length of the contract shall be for one (1) year and shall automatically expire without any requirement that the Board give a notice of nonrenewal. Such teacher shall not be deemed reemployed when notice of nonrenewal is not given.

3. In the event of a reduction in force, reemployed teachers shall have no seniority, shall not accumulate seniority, and shall have no recall rights.

4. Reemployed teachers are not eligible for any severance pay or any conversion of unused sick leave, and are not eligible to participate in any retirement incentive program.

5. Reemployed teachers shall have the option to participate in the Board's insurance program.

6. Reemployed teachers shall commence their employment with zero (0) days of accumulated sick leave and shall earn sick leave at the rate of one and one-quarter (1 ¼) days per month of service. The Board may advance a reemployed teacher up to five (5) days of sick leave.

7. The Board is not obligated to rehire or give any preference in hiring decisions to teachers who have retired from Tri-County North Schools or any other school district.

8. With respect to supplemental contract positions, reemployed teachers have only the rights set forth in this paragraph. The provisions of the Ohio Revised Code shall apply in filling vacant supplemental contract positions except the Board shall offer such positions first to the employees of the district (other than reemployed teachers) who have a license issued under RC 3319.22 and who are qualified to fill the position, and thereafter the Board shall offer such positions to reemployed teachers, before advertising such positions as available to any licensed individual who is qualified and not employed by the Board.

ARTICLE 16 - SUPPLEMENTAL CONTRACTS

All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Whenever possible said contract shall be issued within fifteen (15) days of Board action on said contract and returned within five (5) days of receipt. Such supplemental contract shall include the following information:

A. Name of said teacher.

B. Name of the school district and Board of Education for which responsibilities shall be performed.

C. Statement of additional responsibility(ies) and compensation to be provided for each.

D. Dates within which compensation is being provided for said responsibility.

E. Total compensation-supplemental.

F. Provision that all necessary implementing procedures have been completed by the Board prior to the offering of the contract followed by the signature of the Board President and Treasurer of the Board.

G. Provision for signature and date of signing by the teacher.

H. All payments for supplemental contracts shall be paid as follows: one-half at the midpoint of the activity and the remainder upon completion and with the approval of the appropriate administrator. All payments will be made on the regular check. If, due to administrative error, payment is not made in a timely manner, then a separate check will be issued as soon as possible.

I. If a person who receives a supplemental contract does not complete the responsibilities stated in the supplemental contract (due to resignation, epidemic, pandemic, etc.), the person will be paid a prorated amount for the number of weeks during which such responsibilities were completed. For athletic supplements, the prorated amount will be based on the OHSAA start date and end on the date the last regular competition occurs.

ARTICLE 17 - REDUCTION IN FORCE

A. When, in the judgment of the Board, it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils in the district, return to duty of regular teachers after leaves of absence, including suspension of schools or territorial changes affecting the district, or for financial reasons (including grade or curricular reorganization), such reduction will be made by nonrenewal or suspension of contracts in accordance with the following procedure.

B. If the Board effects staff reduction of continuing or limited contracts by suspending teachers' contracts, such contract suspensions shall comply with Section 3319.17 of the Ohio Revised Code. When making a reduction of force, whether implemented by nonrenewal of contracts, or by suspension of contracts, or by a combination of nonrenewals and suspensions, the Board shall not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For purposes of a reduction in force (including Displacement Rights and Recall Rights), evaluations shall be deemed comparable when the teaching performance ratings (on the most recent summative evaluations) show that the teachers under consideration have equal teacher performance ratings. For example, if each of two teachers has a performance rating of "Developing" on his/her most recent summative evaluation, then for purposes of RIF, those two teachers are comparable and seniority would apply; the teachers are not comparable if one teacher has a performance rating that is higher than the other, such as when one teachers has a rating of "Skilled" and the other teacher has a rating of "Developing".

C. If the Board effects staff reduction by nonrenewal of teachers' contracts, such contract nonrenewal of teachers' contracts, such contract nonrenewals will be made on a system-wide basis in accordance with the following procedures:

1. Nonrenewal of contracts will occur to limited contract teachers by certificated/licensed area after giving consideration to the needs of the district. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

2. Certificated/licensed areas must be on record in the teacher's personnel file by March 1 of any school year.

D. Displacement Rights

Any teacher displaced from his/her current teaching assignment under Paragraph B of this section may displace a teacher in another teaching field if the displaced teacher's most recent performance evaluation is higher than the other teacher, or the displaced teacher's most recent performance evaluation is comparable to the other teacher and the displaced teacher has greater seniority. In order for a teacher's area(s)of certification/licenses to be considered, that teacher's certificate(s)/licenses showing such area(s) must be in the teacher's official personnel file as set forth above. The teacher exercising displacement rights may only do so in the field(s) in which he/she holds a certificate/license.

E. It is understood that voluntary transfer requests may be considered, and involuntary transfers effected, in order to assign teachers whose contracts have not been non-renewed or suspended so as to meet the staffing needs of the district.

F. Seniority

As used in this Contract, seniority shall be defined as continuous full time employment of a professional employee in the district beginning with the first date the professional employee reported for duty under his/her most recent regular employment contract. Seniority shall be pro-rated for all professional employees on less than full-time status as follows: 840 hours or more in one school year = one (1) year credit; 630 to 839 hours in one school year = one-half (1/2) year credit; less than 638 hours in one school year = no credit. Where seniority among two or more affected teachers is equal under this definition, preference shall be given priority as follows:

1. Total number of years of teaching experience.

2. Date of employment as determined by Board minutes.

3. Amount of training in subject areas or field, (i.e., the number of college credits beyond the BS).

4. Additional ties in seniority shall be broken by lot.

5. Continuous employment shall include all time on sick leave, all time on Board-approved paid leave of absence, all time on military leave of absence, all time of disability retirement to a maximum of five (5) years, and all time during suspension or nonrenewal for reduction in teaching staff reasons if the teacher is reinstated.

6. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the teacher was on such unpaid leave will not be counted in total years of service in determining seniority rights hereunder.

7. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to nonrenewal for non-reduction in teaching staff reasons or termination of contract.

G. Recall Rights

Teachers whose contracts have been suspended or non-renewed because of a reduction in force reasons shall have rights to recall as follows:

1. Recall rights shall be limited to twenty-four (24) months.

2. Teachers whose contracts were non-renewed or suspended shall be recalled to a vacancy in the inverse order of nonrenewal or suspension, as positions become available in their area of certification/licensure at the time of recall. Provided however, seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who

have comparable evaluations. Teacher must notify the district of any changes in their area of certification/licensure.

3. A teacher notified of recall to a position may turn down the first offered position, allowing the Superintendent to offer said position to the next person on the recall list who is qualified to fill said position. The person making the turndown would retain his/her position on the recall list. If a teacher refuses recall to another position, said teacher's name shall be removed from the recall list. Provided however, no teacher whose continuing contract has been suspended shall lose the right of recall and restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.

4. Teachers on recall status shall have the responsibility for keeping the Superintendent informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within five calendar days of the date of such mailing shall remove the teacher from recall status.

5. Teachers whose contracts have been suspended with the above provisions shall be placed at the top of the districts substitute list and given preference in receiving offers of employment, if the teacher meets the requirements necessary to be placed on the County Superintendent's list, providing that those requirements do not violate the terms of this Agreement or prohibit the RIFed teacher from applying for unemployment benefits.

H. Notice of Contract Suspension

Whenever possible, notice of any impending reduction in force shall be given to the Association President thirty (30) days prior to the Board taking action under this Article.

The Association and Board agree that the provisions of this Article 17 do not conflict with the requirements of Ohio Revised Code Section 3319.17

ARTICLE 18 - PERSONNEL FILES

A personnel file of each member of instructional staff shall be maintained in the office of the Tri-County North Board of Education. This shall be considered a confidential file and the only local official file of recorded information of members of the instructional staff maintained by the Tri-County North Local School District Board and Administration.

Individual members of the instructional staff shall have access to their personal file upon request and appointment. Such access shall be in the presence of an administrator and shall not include any information placed in the file as part of the information gathered prior to the teacher's employment. Requests of instructional staff members to have access to their personal files shall be handled by the Superintendent or the Treasurer of the Board. The teacher shall have the right to have one (1) copy made of any information in the file (subject to the restrictions stated above), at his/her expense. Personal per copy charges shall be uniform for all employees at five cents ($0.05) per copy.

Personnel files of teachers are confidential and use of said files are limited to the Superintendent, Treasurer, Curriculum Coordinator, affected building principal(s), appropriate Preble County School District officials, and affected Central Office staff.

All materials placed in the personal file of instructional staff members shall include the following:

A. A dated stamp of the date the item was placed in the file.

B. Initials of the member of the instructional staff in whose file the entry is being made and the initials of the administrator placing information in the file.

C. No anonymous materials shall be placed in a teacher's personnel file.

Statements or comments on any entry by either the member of the instructional staff or administrators stated above may be attached to documents entered into the personal files of members of the instructional staff.

After three (3) years, if no subsequent entries of the same or similar nature have occurred, the material will be removed from the file.

Letters of recommendation used for initial employment are confidential items and are not to be shown to the individual teacher.

ARTICLE 19 - PROFESSIONAL GROWTH/TUITION REIMBURSEMENT

A. The Board and Association believe that continuing education and professional growth are beneficial to the quality of classroom instruction.

B. 1. The Board will establish an individual account of $700.00 per year for each unit member for coursework that is part of a Master's Degree program. Such funds may be used for activities that are not part of a Master's Degree program if the teacher and administration mutually agree.

2. After the individual has obtained a Master's Degree, such individual's account shall be $500.00 for professional growth that is based on a mutually (between the teacher and administration) agreed upon activity that is tied to one of the following: TCN's school improvement plan; or, the individual teacher's evaluation goals.

3. Tuition reimbursement for coursework:

i. Reimbursement shall be payable upon submission of proof of successful completion (passing grade of "B" or above) of coursework or training to the Board or Treasurer. The classes must be completed within the school year (July 1 through June 30). In order to obtain reimbursement, by June 30 the teacher (a) must fill out and submit Addendum 3; and (b) all classes, coursework and training must be completed no later than June 30. (Grades for the coursework/training may be submitted after June 30, so long as all classes, coursework and training are completed by June 30.)

ii. Classes taken after the last year of this Contract, and successfully completed in accordance with the provisions heretofore stated, shall fall under the provisions of the Contract in force at that time.

4. Professional leave requests:

i. Leave requests must be submitted to the administration no later than two (2) weeks prior to the scheduled date of leave.

ii. Leave expenses, up to the amount of the individual's account, shall be reimbursed upon the submission of the appropriate receipts to the Board Treasurer. [Provided, however, that the Board will pay in advance (or issue a purchase order) tuition and/or registration fees of $200 or more for an activity if the required paperwork is presented, with appropriate administration approvals, to the Board Treasurer not less than fifteen (15) days prior to the activity's early registration deadline.]

If the teacher receives the registration information later than fifteen (15) days prior to the early registration deadline, advance payment will be issued upon prior administrative approval.

iii. Within twenty (20) days of completion of the professional leave activity, the teacher shall submit a brief written summary to the building principal and Superintendent.

iv. In the event one or more approved professional leave days occur on a calamity day, or is/are otherwise not actually used, it is the employee's responsibility to cancel their professional leave day(s) within five (5) work days of intended use; otherwise the employee will be charged as if the day(s) was/were actually used. (This five-day rule does not apply if the employee is unable to timely cancel his/her use of professional leave due to the employee being physically unable to complete it.

C. To the extent a program has federal monies less than the amounts described in paragraph B above, the Board shall supplement such funds so that the total amount of each account shall be equal to that set forth in said paragraph B.

D. The District shall pay for the cost of all substitute days used by the teacher.

E. Collaboration

The Superintendent or his/her designee shall establish and schedule the equivalent of one day in the first semester and the equivalent of one day in the second semester, for professional development. Such professional development shall be planned by the administrator and teacher in order to provide teachers with time for curriculum mapping, cross curricular meetings, and similar collaboration. If there is a disagreement, the Superintendent shall make the final decision. The school district will arrange and pay for whatever substitute teachers are necessary, so that such professional development can occur during the school day.

ARTICLE 20 - LEAVE OF ABSENCE

A. Upon approval of the Superintendent and the Board, a teacher may be granted leave of absence without pay for reasons listed below. Request for such leave shall be submitted to the Superintendent in writing. Failure to complete the terms for which leave was requested shall be grounds for termination of leave and/or contract. Leave shall be for up to one (1) year, with the exact amount of leave coordinated with FMLA leave under Article 20 B., such that the amount of leave granted under Article 20 A. shall be equal to the difference between 52 weeks and the number of weeks of FMLA leave the employee has taken (or will take) during the twelve-month period described in Article 20 B. An additional year of leave under Article 20 A. may be granted upon proper application and subject to the approval of the Superintendent and the Board.

Requested for such leave shall be submitted to the Superintendent in writing at least thirty (30) days prior to the first day of the expected leave. An extension, if requested, shall be requested in writing to the Superintendent at least thirty (30) calendar days prior to the termination of the initial leave.

Leaves of absence shall not be granted beyond the life of the employee's current contract.

Hourly rated teachers shall not be granted leaves of absence, except as may be required under FMLA.

Prior to June 1, teachers on leave of absence are required to submit, in writing, their intentions for returning to work. Failure to do so may result in termination of contract at the June Board meeting. The Superintendent shall notify the teacher of this provision prior to May 1. Such notice shall be by certified mail.

All Board contributions toward fringe benefits shall cease during the period of the granted leave, except as provided in Article 20 B.

A teacher returning from leave shall be placed in the same position from which leave was granted, or in another position for which the teacher is fully qualified.

If, at the end of the maximum period of leave, the teacher does not return to work or has not qualified for disability under STRS, the contract will be terminated.

Employees wishing to continue their participation in district group insurance programs shall state such intentions with their request for leave of absence. An employee may continue to participate in district group insurance programs providing he/she is willing to assume the premium cost of such coverage, except as otherwise provided in Article 20 B. Such payments shall be made, in advance, by the employee in the manner prescribed by the Treasurer's Office.

REASONS FOR LEAVE:

1. A teacher under contract may be granted by the Board of Education a leave of absence of not more than two (2) years as per Ohio Revised Code 3319.13.

Personal Illness: Requests must be accompanied by a statement from the attending physician which states the nature of the illness and recommendation for such leave, and shall be granted in accordance with Ohio Revised Code 3319.13. A teacher returning from leave of absence for the reason of illness, maternity, or disability shall present verification by the teacher's physicians of ability to return to work.

2. Assault Leave under Article 21.

3. A teacher under contract shall be entitled to a leave of absence without pay for the care of a newborn or adopted child. The right to child care leave expires at the end of the month period beginning on the date of the birth or placement for adoption. Adoption leave is also subject to the provisions of Article 23.

4. The Board of Education may grant a leave of absence without the request of the teacher in accordance with Ohio Revised Code 3319.13 and 3319.16.

B. The Board and employees shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family and Medical Leave Act of 1993 (229 U.S.C. Sec. 2601, et seq.) as is or may be amended ("FMLA").

ARTICLE 21 - ASSAULT LEAVE

The Board shall provide assault leave for teachers who are absent due to any physical disability caused by an assault which occurs during the course of Board employment for a period recommended and approved by the Board. Such leave shall not cause any loss in pay, nor be charged against sick leave accumulated by the teacher.

Medical verification shall be provided for assault leave which extends beyond five (5) days. The Board may require medical examination by a physician of the Board's choice. In such event the Board shall pay the full cost of the examination.

Teachers who use assault leave shall complete the assault leave as soon as possible. All cases of assault are to be investigated as thoroughly as possible. The teacher(s) shall cooperate fully with administration and law enforcement officers in the apprehension and prosecution of persons charged with assault.

In the event that the injury qualifies the employee for compensation under the provisions of the Workmen's Compensation Law, the Board will pay the difference between the individual's daily salary and the amount paid by Workmen's Compensation.

All assault leave shall be counted against the amount of FMLA leave the employee is entitled to receive under Article 20.

Employees shall use the leave management system to request use of assault leave..

In the event one or more approved assault leave days occur on a calamity day, or is/are otherwise not actually used, it is the employee's responsibility to cancel their assault leave day(s) within five (5) work days of intended use; otherwise the employee will be charged as if the day(s) was/were actually used. (This five-day rule does not apply if the employee is unable to timely cancel his/her use of assault leave due to the employee being physically unable to complete it.

ARTICLE 22 - ADOPTION LEAVE

Employees who have adopted a child, upon request, shall be granted up to ten (10) consecutive days of absence per family. This absence shall be charged against available sick leave. This request shall be made by the adopting parent to the superintendent, in writing, as soon as the date of adoption has been definitely determined. This request shall specify the time for the leave.

1. A teacher will be granted an additional leave of absence without pay for the adoption of a child. This leave will not exceed twenty (20) days in length. The request for unpaid leave shall also indicate the anticipated date of return to service.

2. If the teacher desires to return to active service prior to the date stated on the request, the teacher shall request reinstatement from the superintendent, in writing. This request shall include the date the teacher wishes to return. The superintendent will have the authority to grant or not grant the early return of the teacher.

3. All adoption leave shall be counted against the amount of FMLA leave the employee is entitled to receive under Article 20.

ARTICLE 23 - SICK LEAVE

It shall be the policy of the Tri-County North Board of Education to grant sick leave to its teachers in accordance with the requirements of the Ohio Revised Code Section 3319.141. The following rules and regulations shall apply:

A. Eligibility

1. All teachers shall be entitled to sick leave.

B. Sick Leave Days Calculation

1. Each teacher shall earn sick leave at the rate of one and one-quarter (1 1/4) days per month (15 days maximum per year).

2. Maximum accumulation of sick leave shall accumulate to a maximum of 240 days.

3. Teachers new to the district may transfer accumulated sick leave from their last Ohio public agency in the amount not to exceed the amount as indicated in Sub-section (2) of this Section. Transfer requests must be made on forms provided by the Treasurer.

4. Once each year, teachers new to the district and who have not had the opportunity to accumulate or transfer sick leave or those who have exhausted their sick leave shall have available five (5) days of sick leave in advance. Additional days will be cumulative beginning with the fifth (5th) month of employment. Upon receipt of the advance, the teacher shall submit a promissory note, which agrees to the repayment of the advance in the form of financial remuneration or the return of the days.

C. Use of Sick Leave

1. Personal Illness: A teacher may be absent without loss of pay not to exceed the total number of accumulated days for personal illness.

2. Illness in the family may be used up to a maximum number of days as follows:

   a. A teacher may be absent for a total maximum of ninety-two (92) days per year without loss of pay for an illness of a member of the family* where the nature of the illness is such or the circumstances dictate that the teacher is clearly needed by the ailing member of the family.

      * family - Parent, brother, sister, spouse, child(ren) (natural, step or adopted), parent-in-law, stepchild, and any blood relation regular residing as a member of the teacher's household who stands in the same relationship as the aforementioned.

The Superintendent will grant a specified number of additional days under this leave for any immediate family** member.

** Immediate family is defined as spouse, child(ren) (natural, step or adopted) and any blood relation regular residing as a member of the teacher's household.

b. Sick leave shall be used in the event any member of the teacher's household has a contagious disease which could be communicated to others.

The Superintendent may, at his sole discretion, grant a specified number of days under this leave for any family member not listed above.

3. Pregnancy

a. Sick leave may be taken for incapacitation due to pregnancy and incapacitation subsequent to the birth of the child.

b. A teacher who has been on sick leave for incapacitation due to pregnancy or incapacitation subsequent to childbirth shall submit written verification from a physician that the employee is physically able to return to work and effectively perform the task expected.

4. Deaths

a. Funeral Leave:

Employees attending the funeral of a relative not in the immediate family and who had not been living in the same household shall be allowed absence for the day to attend the funeral, with no deduction in pay, but charged against accumulated sick leave.

b. Bereavement Leave:

Employees who have a death in the immediate family, upon request, shall be granted one (1) to three (3) days. This absence shall be charged against available sick leave. The immediate family is interpreted to mean: parent, sibling, spouse, children, parent-in-law, step-parent, step-child, sister-in-law, brother-in-law, grandparent-in-law, step-grandchildren, grandparents, grandchildren, or a person who had been living in the same household. Up to two (2) additional sick leave days for bereavement will be granted upon request when a close relationship existed. More days, may be granted upon request when a close relationship existed.

D. Miscellaneous

1. Use of forms:

Completion of the Sick Leave Form in the leave management system must be completed by the employee upon return to work.

2. In the event of continued and prolonged absence for reasons listed above, the Board shall require verification from a physician that the teacher is physically able to return to work and effectively perform the task expected.

3. In the event of continued and prolonged absence for reasons listed above, the Board may request an examination of the teacher by a physician of its own choosing. Such an examination shall be at Board expense.

4. Personal leave may be used as sick leave if all sick leave has been exhausted.

5. Partial days may be requested and used on a minimum of one-quarter (1/4) day.

6. Abuse of sick leave shall be considered as just cause for nonrenewal or termination of contract.

7. Sick leave shall not be granted once a leave of absence has been authorized.

8. In the event, due to a "calamity" declared by the Superintendent, the schools are closed on a day that an employee is scheduled to be absent due to sick leave, such employee shall go to the employee's online account at the at Employee leave management system and cancel his/her use of sick leave for that calamity day.

9. All Sick Leave used for a purpose which would qualify for leave under the Family and Medical Leave Act of 1993 shall be counted against the amount of FMLA leave the employee is entitled to receive under Article 20.

10. In the event one or more approved sick leave days occur on a calamity day, or is/are otherwise not actually used, it is the employee's responsibility to cancel their sick leave day(s) within five (5) work days of intended use; otherwise the employee will be charged as if the day(s) was/were actually used. (This five-day rule does not apply if the employee is unable to timely cancel his/her use of sick leave due to the employee being physically unable to complete it.

E. Sick Leave Bank

In the event an employee has exhausted his/her accumulated sick leave and, upon notification by the Office of the Treasurer of the advance of five days from the District, the employee will, prior to actual use, contact TCNEA and request to use days from the Sick Leave Bank. Upon written approval from the TCNEA Executive Committee the District shall grant days from the Sick Leave Bank.

*Only teachers who have donated to the Sick Leave Bank may make use of the additional sick leave provided by the Bank. The Sick Leave Bank will offer an annual open enrollment for those teachers who did not join when newly hired. The open enrollment will conclude September 30 of each school year.

Rules and Guidelines for the Sick Leave Bank

Individual teachers can request annually up to twenty (20) days of additional sick leave in five-day increments from the days of sick leave that have been deposited in the Sick Leave Bank. The Sick Leave Bank may accumulate donated days to a maximum of 120 days. In the event the TCN Executive Committee determines that additional days need to be requested from the staff in order to replenish the Bank, each teacher that has an accumulated sick leave balance greater than sixty (60) days may contribute one of those days to the Bank, provided however that the total days in the Bank may not exceed the maximum of 120 donated days. All new hires, whose first day of reporting to work is during the month of August, must donate a day by September 30; if the first day to report to work is at any other time, the new employee must donate a day within thirty days of the first date of work. If the donations are not timely, it shall be deemed that the employee has declined participation. (See Addendum 5 for Authorization Form)

All use of the Sick Leave Bank must be due to catastrophic circumstances. Catastrophic situations are often life-threatening and definitely life-altering. In addition, in order to qualify as a "catastrophic", there must be a critical illness and/or injury to the teacher or a member of the teacher's immediate family (parent, brother, sister, spouse, child [natural, step, or adopted], parent-in-law, any blood relation regularly residing as a member of the teacher's household who stands in the same relationship as the aforementioned).

Application to receive days from the Sick Leave Bank shall be made to the TCN Executive Committee in writing, and must have attached the diagnosis and prognosis from a licensed physician attending the individual concerned. All information shared with the committee will be considered confidential in nature and will be treated as such by members of the TCN Executive Committee and the Superintendent. The teacher may apply for days in five (5) day increments. If additional days are requested, another application must be submitted.

No individual will be permitted to use more than sixty (60) days from the sick Leave Bank during his/her career with the District.

Days from the Sick Leave Bank are not intended to be, and may not be, used in lieu of, or to forestall, an application to the State Teachers Retirement System for Disability.

F. Doctor's Excuse Requirement

A teacher must present a doctor's excuse for each use of sick leave beyond five (5) days in a single year if, for each of the two preceding school years, such employee has used eight (8) or more days of sick leave for non-FMLA reasons.

During the beginning of the school year in which such a teacher will be subject to the doctor's excuse requirement, the administration and the employee shall meet, confer, and explore options for improving the teacher's attendance. As a result of the conference, the administration may require a written attendance improvement plan.

Upon such teacher's use of the fifth day sick leave the administration shall send written notice to the teacher that, for the remainder of the school year, the teacher must present a doctor's excuse

for each subsequent use of sick leave. A teacher who fails to present the required doctor's excuse shall be subject to progressive discipline as follows:

a. First Offense: Written Warning
b. Second Offense: Suspension without pay (1-3 days)
c. Third Offense: Termination of employment

The administration may also confer with a teacher regarding attendance concerns before the teacher would be subject to the above doctor's excuse requirement.

ARTICLE 24 - PERSONAL/EMERGENCY LEAVE

A. A total of three (3) days of personal/emergency leave per contract year shall be granted to each full-time teacher. None of such days can be taken the day before or the day after a holiday or a school break (such as spring break or winter break) nor during the last two (2) student days of the school year; provided, however, that the Superintendent, in his/her sole discretion may decide whether or not to waive this restriction. (The Superintendent's decision of whether or not to waive the restriction shall not be made the subject of a grievance and shall not be processed as such).

Any personal leave used by the teacher during a school year shall be granted without the teacher being required to specify a reason for the request, under the following conditions: the request for such personal leave must be turned in to the building principal three (3) days prior to intended use and, during March. April, May and June, no more than three (3) people per building can take a personal day on the same day. All personal leave requested in these months are approved by the superintendent on a first-come/first-serve basis.

The request for leave shall be submitted to the Building Principal (or his/her secretary) not less than three (3) work days prior to the intended use (unless the 3 days advance notice is expressly waived by the Building Principal). During March, April, May, and June of each school year, not more than three (3) teachers per building may take such leave on the same day. If three (3) work days' notice is not given, or if more than three (3) teachers per building have already requested such leave on the same day in March, April, May, or June, then the teacher must provide a reason which meet one or more of the following criteria. In case of conflict, requests will be honored on a first come, first-serve basis. Exception to this three (3) member limitation may be made at the discretion of the Superintendent.

1. Business appointments which can only be scheduled during working hours (state type);

2. Required court appearances as a litigant or witness;

3. Religious holiday;

4. Funeral of a relative not included in the sick leave policy or of a close friend;

5. A father or mother or prospective father or mother immediately before, at or following the birth of a child;

6. Urgent family obligations over which the teacher has no direct control, i.e. adoptions, high school and/or college graduations, wedding of a member of the family or close friend, registration for courses, or attendance at ceremonies where a member of the immediate family is receiving an award of major significance; and/or

7. Emergencies, natural or personal, for the teacher (state type).

B. The following provisions apply to all leaves under this article.

Except for extenuating circumstances, all requests should be made at least three (3) work days prior to the date of the leave. If a request is not made at least three (3) work days prior to the date of the leave, the teacher shall give telephone notice to the appropriate building principal and enter the leave in the leave management and substitute teacher systems.

If a leave request has been submitted to the Building Principal (or his/her secretary) not less than seven (7) work days prior to the intended use and the teacher does not hear to the contrary at the beginning of one (1) work day prior to the day requested of the leave, then the request will be deemed granted.

Personal/emergency leave days may be used in half-day increments.

The Superintendent shall make the final determination of any request for personal/emergency leave.

Employees shall use the leave management system to request use of personal leave.

In the event one or more approved personal leave days occur on a calamity day, or is/are otherwise not actually used, it is the employee's responsibility to cancel their personal leave day(s) within five (5) work days of intended use; otherwise the employee will be charged as if the day(s) was/were actually used. (This five-day rule does not apply if the employee is unable to timely cancel his/her use of personal leave due to the employee being physically unable to complete it.

Any bargaining unit member with at least one (1) personal day remaining at the end of the school year may rollover one (1) personal day for the following school year. At no time can a bargaining unit member have more than four (4) personal days accumulated.

ARTICLE 25 - JURY AND WITNESS DUTY

A. Teachers selected as a juror or ordered to appear for jury selection and who appear in court pursuant to such selection or order, shall be paid the difference between the court payment less expenses incurred, and the regular salary received by such person.

At the request of the Administration, the individual will request release from jury duty.

B. Teachers subpoenaed as a witness in court for employment related suits shall be paid the difference between the witness fee and the regular salary received by such person.

C. Teachers receiving a summons or subpoena as set forth above must present same to their principal within forty-eight (48) hours of receipt to be eligible for payment. The amount of any fee received pursuant to jury or witness duty, except that which is paid specifically for expenses incurred for rendering jury or witness service, shall be remitted to the Treasurer within three (3) days of receipt.

D. Teachers released from jury or witness duty prior to 12:00 noon, shall return to work.

ARTICLE 26 - RETIREMENT PAY

The Board of Education shall pay any teacher who elects to retire from the Tri-County North Local School District in cash for one-third (1/3) the value of accrued but unused sick leave credit granted and unused during service in Tri-County North Local School District. Such credit shall be up to a maximum of eighty (80) days of retirement pay.

Such payment shall be made only once to any such employee and shall be considered to eliminate all sick leave credit accrued by the employee at that time.

Teachers who retire from the Tri-County North Local School District and have accumulated sick leave shall receive written notification from the Treasurer as to the following:

A. Total number of accumulated days of sick leave.

B. Number of sick days to be used for computation of pay.

C. Per their rate of pay.

D. Amount of severance pay.

In order to be eligible for such Retirement Pay, the teacher must:

A. Be employed by Tri-County Local School District at the time of retirement

B. Have five (5) or more years of service in the Tri-County North Local School District.

C. Apply for and retire under the provisions of the Ohio State Teachers Retirement System.

Payment of said Retirement pay shall be made to the teacher within sixty (60) calendar days, beginning with the first day the teacher is officially retired.

If, at the time of death of an active teacher, such teacher meets the eligibility requirements for retirement and could have retired under STRS and also meets the eligibility requirements for Retirement Pay under this Article, then such teacher shall be deemed to have retired on the date of death, and payment of Retirement Pays shall be made to the teacher's estate.

ARTICLE 27 - GRIEVANCE PROCEDURE

A grievance is a complaint of an alleged violation, misinterpretation or misapplication of the negotiated Agreement entered into between the Board and the Association, setting forth the understanding of the parties upon those matters negotiated and agreed to.

A grievant may be an individual teacher or a group of teachers having the same or similar premise giving rise to the grievance, or the Association. Grievances filed by a group of teachers or filed by the association shall identify the teachers, and any relief granted or awarded shall be limited to those teachers named.

No grievance may be filed or maintained concerning a matter which is the subject of a charge with a state or federal agency or a complaint in a state or federal court, nor with respect to any provision of this Agreement which is expressly exempted from the grievance procedure, either in part or whole.

Any recommendation by the Superintendent, or action by the Board, to terminate, renew, or non-renew the contract of any teacher shall not be deemed a grievance and may not be processed as such.

Grievance Procedure:

Step I. The grievant shall present the grievance orally, and expressly identify it as a grievance, to his/her Building Principal in a face-to-face meeting within ten (10) days after the grievant has knowledge or should have knowledge of the facts which give rise to the grievance, buy in no instance later than fifteen (15) days after the occurrence.

Step II. If the grievance is not resolved at and during the oral discussion, the grievant shall present his/her grievance in writing by fully completing the prescribed Grievance form (Addendum 4) within seven (7) days after the discussion in Step I and submitting it to his/her Building Principal. The Principal will investigate the grievance, and the grievant may request a conference on the facts of the grievance.

The request for conference will be noted on the form. Such conference will be held within seven (7) days and the grievant may be represented at such hearing by the Association. The Principal will reply, in writing, within seven (7) days following receipt of the grievance or conference, whichever is applicable.

Step III. If the answer of the Principal does not resolve the grievance, then the grievant may refer the grievance to the Superintendent or Designee by fully completing the prescribed Grievance Form (Addendum 4) within seven (7) days after receipt of the reply in Step II. The grievant may request a conference on the facts of the grievance. The conference shall be held within seven (7) days and the grievant may be represented at such a conference by a person of his/her choice. The Superintendent or Designee will reply, in writing, within seven (70 days following receipt of the grievance or the grievance conference, whichever is applicable.

Step IV. Arbitration

If the Superintendent's or Designee's reply does not resolve the grievance, then the Association may demand arbitration by filing a demand for arbitration with the American Arbitration Association within fifteen (15) days of the receipt of the Step III response.

The demand for arbitration shall request that the American Arbitration Association provide the parties with a panel of at least seven (7) arbitrators experienced in public employment disputes from which the parties can select an arbitrator. The American Arbitration Association shall not have the authority to independently designate an arbitrator. Each party shall strike those names unacceptable and return the list to the American Arbitration Association. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator.

The arbitrator shall review the grievance and submit his/her decision to the parties. Unless the decision exceeds the powers granted to the arbitrator in this Agreement or is otherwise contrary to law, the decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement and shall only have the authority to interpret the provisions of this Agreement as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the Board of Education's power to adopt budgets, establish funds, or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.

In the event it is claimed by the Administration that any matter filed as a grievance is not a grievance within the meaning of this contract, or is otherwise not arbitrable, such dispute may be appealed to arbitration with the arbitrator having the authority only to rule on such arbitrability issues prior to convening a hearing on the merits of the dispute.

The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each, however, shall be responsible for any additional expense incurred, including fees and expenses of representatives.

Neither party will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence that was not fully disclosed to the other party prior to the time the Superintendent (or his/her designee) issued the decision at Step III, unless such information could not reasonable be expected to have been known.

A party who offers such new information shall fully disclose the information to the other party at the earliest date the information becomes known.

Miscellaneous:

If the decision on a grievance is not appealed within the time limits specified at any level of the procedure, then the grievance will be deemed settled on the basis of the disposition at that Step and the teacher forfeits his/her right to continue to the next Step.

If the Administration does not abide by the specified time limit, the teacher filing the grievance may proceed to the next step of the grievance procedure.

Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Only notations regarding a grievance settlement which requires a change to an entry or record in a personnel file may be attached to that item in the file.

No censure or other adverse action will be taken against any grievant or administrator participating in this grievance procedure.

Time limits specified herein may be altered by mutual agreement of the parties in writing.

An employee who does not personally appear and testify before the Board (when the Board imposes discipline) shall forfeit the right to appeal such discipline. If discipline is imposed by an administrator, the employee must personally appear and testify before that administrator in order to be able to appeal such discipline.

For arbitration hearings, not more than four (4) employees (whether grievant, grievant's representative, or witnesses subpoenaed by the grievant or the grievant's representative) shall be excused from work without loss of pay, benefits, or privileges.

An employee may be represented at any stage of the grievance procedure by an Association representative. The Association president will receive copies of all grievance documents from the administration in a timely manner of each step as a grievance is processed. Only the Association shall have the right to appeal a grievance to arbitration.

ARTICLE 28 – INSURANCE

A. Hospitalization and Dental

The Tri-County North Board of Education shall purchase from a carrier licensed by the State of Ohio, basic hospitalization major medical insurance coverage for each unit member who completes the necessary forms as required by the carrier(s) in the amount(s) as specified hereafter:

The Board shall offer both: (i) a Core plan with HRA (health reimbursement account) with the Board providing funding for each teacher's HRA at the rate of $1000 single and $2000 family (all dollars remaining in a teacher's HRA will be rolled over into the following year until the account has reached the out of pocket maximum of $2000/Single or $4000/Family); and (ii) a PPO plan.

Single:

The Board shall pay an amount equal to eighty percent (80%) of the premium of the CORE plan for single coverage on Hospitalization, Major Medical, and Dental.

Family:

The Board shall pay an amount equal to eighty percent (80%) of the premium of the CORE plan for family coverage on Hospitalization, Major Medical, and Dental.

If both husband and wife are employed full time in the school district and have dependents, they shall be covered under one family policy only.

If both husband and wife are employed full time in the school district and do not have dependents, and the total cost of two single plans for such employees is less than the cost of a family plan, they shall be covered under two single policies only.

For purposes of this Article, full time teachers are those who are employed for the number of days and hours specified in Article 8, A & B.

The Board has the absolute right to change the carrier for any of the insurance programs contained herein, provided that any changes in carriers shall not lessen the coverage then in effect, so long as such coverage is made available by the then-current insurance carrier. If such insurance carrier will no longer offer all such coverage, or if the Board is otherwise considering changing carriers, the Association President shall be notified at least fifteen (15) days in advance of Board action. Notice shall include a copy of the current insurance contract as well as any proposed insurance contracts. The Association will, upon request have its designated representative meet within ten (10) days of receipt of the proposed insurance contract changes.

B. Group Life Insurance

The Board shall purchase group term life insurance the amount of $40,000 for each teacher, plus an equal amount of accidental death and dismemberment coverage. The cost of this program shall be paid by the Board.

C. Flexible Fringe Benefit Program

The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to any bargaining unit members so requesting and upon approval by the Internal Revenue Service. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits under Section 125 of the Internal Revenue Code, which are non-taxable benefits of Medical Insurance, Dental Insurance, Vision Insurance, Prescription Insurance, Cancer Insurance, Section 79 Life Insurance, Non-Reimbursed Medical Expenses, Dependent Care and taxable benefits of cash. The Board shall pay the fees for the Trust Account. Participants in the reimbursement accounts) shall pay the monthly administration fee.

The Flexible Fringe Benefit Election Form shall be an Appendix to this Agreement. The enabling Flexible Fringe Benefit Program, a copy of which may be found in the office of the Superintendent, is hereby incorporated by reference.

D. Insurance Information

The Board, upon receipt from their carriers, will provide to the Association President, a copy of the signed contract with their carriers, including specifications of coverage and any annual summary reports and any rate increase data or information.

E. Termination of Benefits for Teachers Who Resign

1. Employees who resign for purposes other than retirement will be eligible for medical and dental insurance until the earlier of: (a) the first day of his/her employment with another employer; or (b) the last day of the month in which the employee's resignation from TCN is effective; provided however, in no case (other than COBRA) will such resigning employee be eligible for insurance coverage beyond August 31 of the year in which the employee's resignation from TCN is effective.

2. In the event an employee has resigned from TCN and has insurance coverage under an insurance plan obtained through employment at TCN and also has insurance coverage under an insurance plan obtained through employment at another employer: (a) the TCN insurance plan shall be deemed to be primary until the employee's first day of work at the other employer; and (b) as of the employee's first day of work with the other employer, then the other employers' insurance shall be deemed to be primary.

ARTICLE 29 - TRAVEL ALLOWANCE

The Board of Education shall allow reimbursement for travel at the rate equal to the IRS per mile guidelines for mileage in pursuit of their particular assignment if the guidelines change, the change will be reflected beginning with the first pay period of the month following such change. In order to receive reimbursement the teacher must submit a report to the Treasurer of the Board of Education through the principal.

Bargaining unit members requested in writing by the District to travel to purchase school-funded supplies shall be reimbursed for his/her mileage.

ARTICLE 30 - ACADEMIC FREEDOM FOR TEACHERS

The Board of Education and the Association recognizes that academic freedom is essential to the teaching profession. Academic freedom is the right of the learner and the teacher to explore, present, and discuss issues and divergent points of view. Academic freedom obligates the teacher to present views in an objective manner and to present the divergent viewpoints, which are inherent in issues.

ARTICLE 31 - NONRENEWAL - LIMITED CONTRACT

A. A recommendation by the building principal to the Superintendent, or by the Superintendent to the Board for nonrenewal of a teacher's regular limited contract shall take into account, among other reasons, the teacher's ability or lack thereof, the teacher's professional competency, availability of position, and changes in program.

B. A full written record of the teacher's professional service shall be kept on file at the Board office. Included in said file shall be a copy of any written evaluation of the teacher's performance. Access to said file is available to the teacher upon request. Teachers may attach statements of explanation to any item in their file.

C. Prior to making a recommendation to the Superintendent for nonrenewal of a teacher's contract, the building principal shall apprize the teacher involved of his/her intent to do so, and shall afford the teacher the opportunity for a private informal hearing for the purpose of discussing the reasons for the recommendation. The building principal shall make a recommendation to the Superintendent. The principal shall inform the teacher of any unsatisfactory performance so that opportunities may be available for improvement and for correcting deficiencies.

D. If the Superintendent is deposed to recommend nonrenewal of a teacher's regular limited contract notwithstanding a contrary recommendation by the building principal, the Superintendent shall apprize the teacher involved of the Superintendent's intent to do so at the earliest possible date after receipt of such recommendation to the Superintendent by the building principal. Prior to a formal negative recommendation to the Board, the Superintendent shall contact the teacher involved for the opportunity of a private informal conference to discuss the subject and the reasons therefore.

E. If the Board of Education is disposed not to renew a teacher's regular limited contract regardless of the Superintendents recommendation, the teacher may request a private informal hearing with the Board.

F. The teacher has the right to representation at any informal meetings with the Superintendent or Board concerning nonrenewal, provided twenty-four (24) hours advance notice is given that representation will be present.

ARTICLE 32 – RESIGNATIONS

A. Certificated Personnel

1. Resignations effective at the close of the current school year may be submitted at any time.

2. Resignations effective prior to the following school year should be submitted before July 10.

3. Resignations submitted after July 10 and with an effective date prior to the end of the following school year shall be submitted to the Board of Education for approval. The Board has the right to refuse such a resignation until a suitable replacement has been found.

4. A teacher whose contract has been renewed is presumed to have accepted that contract unless the Board of Education has been notified before June 1.

5. All resignations shall be in writing, and directed to the Board of Education through the Superintendent.

B. Fringe Benefits

All fringe benefits to teachers shall continue through the full contract year, provided the teacher has completed a contractual year of service (See Article 28(E)).

ARTICLE 33 - STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

Effective the first payroll in September, 1984, the Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teacher Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation, including supplemental earnings thereafter.

B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and Workmen's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher’s contract).

D. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro-rata reduction shall result with the employee contributing that portion which falls below such State minimum level.

E. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the pick-up in combination with other tax deferred compensation plans.

ARTICLE 34 - COMPLAINTS AGAINST TEACHERS

A. Whenever a complaint is lodged against the teacher said complaint shall be referred to the teacher's building principal. The building principal will inform the classroom teacher of the complaint directed against him/her and offer him/her an opportunity to settle the complaint.

1. A verbal complaint received by the superintendent directed toward members of the teaching staff shall be referred to the principal. The principal shall bring it to the attention of the teacher.

2. In the event the complaint is not resolved informally in Step A (1), the principal, upon request from the complainant or teacher, shall arrange a meeting between the principal, the complainant and the teacher at a mutually agreeable time to discuss the complaint.

3. A written complaint received by a board member and/or the superintendent shall result in a meeting involving the complainant, teacher, principal and/or the superintendent. The teacher shall be given a copy of the written complaint prior to the meeting.

B. If the complaint is not resolved at the building level, it may be appealed to the Superintendent or his/her representative. Complaints against teachers, which go beyond the building level, shall be reduced to writing and a copy provided to the teacher.

C. If it is still unresolved, it may be appealed to the Board of Education. A teacher may be accompanied, by counsel and/or a representative of his/her choosing at any level of the written complaint procedure.

ARTICLE 35 - ATTENDANCE OF CHILDREN OF NON-RESIDENT EMPLOYEES

Non-resident bargaining unit members may enroll their children (natural, step, or adopted) in the Tri-County North Local Districts Schools tuition-free (excluding pre-school which will be available at a fifty percent (50%) discount) under the conditions hereafter specified:

1. To be eligible, these children shall not have a record of discipline or attendance problems in the district of their residence;

2. If the residence of the child identifies that student as eligible to avail him/herself of the "Interdistrict Open Enrollment Policy", the student must use that process to become a student in the Tri-County North Local schools.

3. Any application must be submitted to the Superintendent's Office of the Tri-County North Local School District prior to July 1 of the school year prior to the year of attendance. Applications will be acted upon by July 15 of that year. Parents must indicate acceptance of transfers on or before August 1. A new application shall be submitted for each subsequent school year.

4. Enrollment limits will be established prior to June 10. Enrollment limits may include grade level, program, or course-by-course basis. Kindergarten enrollment limits will be established five (5) days after the opening day of school.

5. No student, once accepted, will be displaced during that school year should enrollment exceed the limits stated for that school year.

6. Applications shall be considered on a first come, first served basis (date the application was received) with the assurance that a native student will not be displaced. Participants from previous years will be given preference over new applicants.

7. Tri-County North will not institute any special education program to serve students who enroll under this Article. If a student is evaluated for placement in a special education program, representatives of the district of residence must be invited to participate in the placement meeting. If any excess costs are caused by the enrollment of such student, the parent/guardian agrees to absorb such costs. In the even any court or agency with appropriate jurisdiction rules that the preceding sentence, for whatever reason is unenforceable, then Article 36 will cease to exist beginning with the following school year.

8. Students enrolling in the Tri-County Local School District under the Article will be required to provide his/her own transportation to District transportation stop.

9. The decision of the Superintendent is final.

ARTICLE 36 - ADMINISTRATION/ASSOCIATION [A/A] COMMITTEE

A. In order to provide a forum for addressing concerns and improving the daily working relationship, the Association and the Superintendent shall schedule monthly meetings. The Association President and the Superintendent may each appoint up to four (4) representatives to the committee including the Director of Building/Grounds. The meetings will be chaired by each party, on alternating months, or by the party requesting any additional meetings. Staggered terms for membership will be developed by both parties with the permanent members being the Association President and the Superintendent.

B. The chairing party shall be responsible for notifying the other party of the items on its agenda and asking for items for the agenda from the other party. The agenda may be amended as necessary at the meeting. If neither party has an agenda item, then the meeting will be canceled. The chairing party shall be responsible for taking notes of the meeting and distributing them to the staff (no later than ten (10) working days after the meeting), unless mutually determined by the members of the group. Agenda items must be submitted one week in advance: provided however, that additional matters may be discussed as part of "other business" on the agenda.

C. Either party may have present at any meeting those additional people who may better facilitate the presentation of an issue on the agenda.

ARTICLE 37 - SAVINGS CLAUSE

A. In the event a provision of this Agreement is found contrary to federal or state law, or valid rule or regulation adopted pursuant thereto, as determined by a court of competent jurisdiction, then such provision shall be null and void. The applicable state or federal law or valid rule or regulation adopted by a state or federal agency pursuant thereof shall prevail as to that provision. All other provisions of this Agreement which are not found in conflict with any applicable federal, state or local law, or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect.

B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislation, or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet within thirty (30) days to negotiate the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect. The parties agree that if bargaining has progressed to impasse, each party shall reserve to itself all rights guaranteed under 4117, up to and including the right to strike should all statutory remedies be exhausted.

C. This Contract supersedes and cancels all previous contracts or agreements, written or based on alleged past practices, between the school employer and the association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 38 – TCN DISTRICT LEADERSHIP TEAM

A. Mission Statement: The TCN District Leadership Team (DLT) will research, provide and organize professional growth opportunities for the TCN staff in order to provide leadership in student excellence and to fulfill the requirements of ESSA (Every Student Succeeds Act) and any other similar state or federal standards.

B. Committee Make Up: The TCN DLT will consist of the administrators appointed by the Superintendent and eight teachers (two from each building, one Intervention Specialist and one specials teacher) appointed by TCNEA. TCNEA leadership and the Superintendent will meet prior to the formation of the committee and agree on membership.

C. Committee Compensation: As determined on the supplemental salary schedule.

D. Term: Each member will serve a three-year term and terms will be staggered to provide for continuity.

E. Meeting Schedule: The TCN DLT will meet monthly during the school year. The year prior, the committee will determine dates and times for the meetings. In special circumstances, the committee may wish to request a full or partial day to complete activities assigned.

Duties include, but are not limited to:

A. Work in conjunction with established teams/committees to assure that the staff development activities associated with various efforts are adequately addressed and included in the overall plan of the school district.

B. Work to assure that an adequate pool of trained mentors is available to assist new staff members in adjusting to the teaching profession and to assist them in passing any necessary tests for licensure in Ohio.

C. Continue to monitor and evaluate staff professional development satisfaction surveys.

D. Effectively communicate activities to staff and community.

E. The committee should assist the district in preparing to meet the requirements of ESSA (Every Student Succeeds Act). Any items that the committee believes needs to be negotiated will be addressed as fact-finding and preparatory to the full bargaining unit meeting.

F. Study and respond to the issues raised by ESSA (Every Student Succeeds Act) and provide an informed body to address and communicate to staff the issues related to these new federal laws.

ARTICLE 39 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The parties agree as follows:

The Tri-County North LPDC (TCN/LPDC) shall review and approve individual Professional Development Plan (IPDP) proposals by teachers and administrators based on the format and program established by the TCN/LPDC and the Preble County Consortium of Schools LPDC (PCCSLPDC), in accordance with O.R.C. 3319.22 and the Department of Education Regulations 3301-24-08. Each educator who desires to fulfill the license renewal is responsible for the design of an IPDP, subject to approval of the TCN/LPDC. The plan shall be based on the needs of the educator, the students, the school, and the District. The TCN/LPDC shall not have any authority to make any decision requiring the expenditures of the Board funds without express prior approval of the Board of Education.

A. TCN/LPDC Membership

The TCN/LPDC shall be comprised of five (5) members. Three (3) members shall be teachers and two (2) will be from the administrative team. Initial appointments shall be made prior to September 1, 1998. When the committee is considering the plan of an administrator, treasurer, or other school business official, the number of teacher committee members will be reduced by two (2). The members of the committee, who are teachers, will determine which two members will temporarily leave the committee. If the administrator who submits a plan is a member of the TCN/LPDC, he/she will be replaced for the purposes of considering his/her plan only, by an administrator to be named by the Superintendent.

B. Appointment, Terms, Stipend

The three (3) teacher members shall be appointed as per the TCNEA Constitution and By-Laws. The administrative team members will be appointed by the Superintendent. The LPDC teacher members will serve rotating terms as per the TCNEA Constitution and By-Laws. The administrative members will also serve rotating terms.

Release time shall be used as needed, with the approval of the Superintendent. Compensation for all TCN/LPDC members shall be:

Chairperson: .03 of BA Base

Secretary: .02 of BA Base

Member: .01 of BA Base

C. Operating Procedures

Members of the LPDC shall elect a Chairperson from the teacher members at the first meeting of the LPDC. Additionally, the LPDC will determine its operating procedures and meeting schedule by consensus. The number of meetings shall be held so to keep District costs at a minimum. Where consensus is not possible, a vote of a simple majority of the members present will be

required. A quorum shall be three of the five committee members to conduct LPDC business. A minimum of two teachers and one administrator shall constitute a quorum for taking action on a classroom teacher's IPDP. Two administrators and one teacher shall constitute a quorum for taking on an administrator's IPDP. The Board shall be responsible for clerical and record keeping service for the TCN/LPDC.

D. Appeals

Either party may request a written explanation of the decision of the TCN/LPDC and may appeal the decision to the Preble County Consortium LPDC. If the State Department established a second level of appeals at the State level, either party may appeal to that level. The approval or disapproval of an IPDP plan is not subject to the grievance procedure in the Negotiated Agreement.

E. Relationship To and Role of Preble County Consortium of Schools Local Professional Development Committee

1. The Preble County Consortium of Schools Local Professional Development Committee (PCCSLPDC) will develop the format for individual Professional Development Plan (IPDP) proposals, facilitate the training needs of TCN/LPDC members, coordinate county-wide in-service activities, help provide information for county-wide program decisions, establish a county-wide Entry-Year Program, maintain a Mentor Program, and serve as the appeals board when an educator's IPDP is not approved by the TCN/LPDC.

2. Teacher members of the PCCSLPC from the Tri-County North Local School District will be appointed in accordance with the Constitution and By-Laws of the Association.

3. Compensation for all Tri-County members of the PCCSLPDC shall use release time as needed, with approval of the Superintendent. Compensation for meeting of the PCCSLPDC outside the school day shall be paid $17.50 per hour. Release time and compensation shall become effective July 1, 1998.

ARTICLE 40 – TEACHER/SCHOOL COUNSELOR EVALUATION

A. Pursuant to Ohio Revised Code 3319.111, after consultation with the teachers of the Tri-County North Local School District, the Board has adopted a standards-based evaluation policy that conforms with the framework for evaluation of teachers developed under O.R.C. 3319.112. The evaluation policy and rubric must be easily accessible to staff at all times beginning with the first workday of each school year.

B. The Board has also adopted a standards-based evaluation policy that conforms with the framework for the evaluation of school counselors developed under O.R.C. 3319.113. The evaluation policy and rubric must be easily accessible to staff.

C. Whenever the legislature or the Ohio Department of Education changes the evaluation system, upon request by the Union, a district evaluation committee shall be formed and meet to review, discuss and amend the district's evaluation system prior to the start of the school year.

The evaluation committee will consist of the administrators appointed by the Superintendent and eight teachers (two from each building, one Intervention Specialist and one specials teacher) appointed by the TCNEA. TCNEA leadership and the Superintendent will meet prior to the formation of the committee and agree on membership.

ARTICLE 41 – SALARY AND DURATION

The base salary shall be $45,289.00, which represents a 3% increase for 2026-27 plus step, if eligible.

The base salary shall be $46,648.00, which represents a 3% increase for 2027-28 plus step, if eligible.

The base salary shall be $48,047.00, which represents a 3% increase for 2028-29 plus step, if eligible.

Duration: A three-year term – July 1, 2026 through June 30, 2029.

If there are reductions to property tax revenue, either party may re-open the contract to renegotiate wages. This applies to the term of this contract only.

For any employee who received a frozen step during their employment, that employee will be restored a step during the third year of this Agreement.

IN WITNESS THEREOF, the parties hereto set their hand this 29th day of June 2026.

FOR: Tri-County North
Local Board of Education:

Vicki Woodyard
BY: President

BY: Vice-President

BY: Board Member

BY: Board Member

BY: Board Member

BY: Superintendent

Lynn Ferguson
BY: Treasurer

Sue Scholler
BY: Chief Spokesperson

FOR: Tri-County North
Education Association/OEA/NEA:

BY: President

BY: Vice President

Suzie Davis
BY: Committee Member

BY: Committee Member

Alison Kiernan
BY: Committee Member

BY: Chief Spokesperson

Donna Trulbee
OEA Labor Relations Consultant

Beth Hough
Committee Member

ADDENDUM 1A

Tri-County North

Salary Schedule for FY27

STEP	BACHELOR	BACH/150	MASTERS	MA+15	MA+30
0	45,289	47,101	49,818	52,082	54,347
1	47,101	49,139	52,082	54,347	56,611
2	48,912	51,177	54,347	56,611	58,876
3	50,724	53,215	56,611	58,876	61,140
4	52,535	55,253	58,876	61,140	63,405
5	54,347	57,291	61,140	63,405	65,669
6	56,158	59,329	63,405	65,669	67,934
7	57,970	61,367	65,669	67,934	70,198
8	59,781	63,405	67,934	70,198	72,462
9	61,593	65,443	70,198	72,462	74,727
10	63,405	67,481	72,462	74,727	76,991
11	65,216	69,519	74,727	76,991	79,256
12	67,028	71,557	76,991	79,256	81,520
13			79,256	81,520	83,785
15	68,839	73,595	81,520	83,785	86,049
20	70,651	75,633	83,785	86,049	88,314
25	72,462	77,671	86,049	88,314	90,578
30	74,274	79,709	88,314	90,578	92,842

ADDENDUM 1A

Tri-County North

Salary Schedule for FY28

STEP	BACHELOR	BACH/150	MASTERS	MA+15	MA+30
0	46,648	48,514	51,313	53,645	55,978
1	48,514	50,613	53,645	55,978	58,310
2	50,380	52,712	55,978	58,310	60,642
3	52,246	54,811	58,310	60,642	62,975
4	54,112	56,911	60,642	62,975	65,307
5	55,978	59,010	62,975	65,307	67,640
6	57,844	61,109	65,307	67,640	69,972
7	59,709	63,208	67,640	69,972	72,304
8	61,575	65,307	69,972	72,304	74,637
9	63,441	67,406	72,304	74,637	76,969
10	65,307	69,506	74,637	76,969	79,302
11	67,173	71,605	76,969	79,302	81,634
12	69,039	73,704	79,302	81,634	83,966
13			81,634	83,966	86,299
15	70,905	75,803	83,966	86,299	88,631
20	72,771	77,902	86,299	88,631	90,964
25	74,637	80,001	88,631	90,964	93,296
30	76,503	82,100	90,964	93,296	95,628

ADDENDUM 1A

Tri-County North

Salary Schedule for FY29

STEP	BACHELOR	BACH/150	MASTERS	MA+15	MA+30
0	48,047	49,969	52,852	55,254	57,656
1	49,969	52,131	55,254	57,656	60,059
2	51,891	54,293	57,656	60,059	62,461
3	53,813	56,455	60,059	62,461	64,863
4	55,735	58,617	62,461	64,863	67,266
5	57,656	60,779	64,863	67,266	69,668
6	59,578	62,942	67,266	69,668	72,071
7	61,500	65,104	69,668	72,071	74,473
8	63,422	67,266	72,071	74,473	76,875
9	65,344	69,428	74,473	76,875	79,278
10	67,266	71,590	76,875	79,278	81,680
11	69,188	73,752	79,278	81,680	84,082
12	71,110	75,914	81,680	84,082	86,485
13			84,082	86,485	88,887
15	73,031	78,076	86,485	88,887	91,289
20	74,953	80,238	88,887	91,289	93,692
25	76,875	82,401	91,289	93,692	96,094
30	78,797	84,563	93,692	96,094	98,496

ADDENDUM 2 - *SUPPLEMENTAL* SALARY SCHEDULE

Supplemental Salary = Index X Base Salary (B.S./0 Step)

ATHLETICS	# of Positions	Index
Assistant Athletic Director	1	0.12
Site Manager	2	0.05
Head Varsity Football	1	0.16
Varsity Football – Assistant	3	0.10
Head Middle School Football	1	0.07
Assistant Middle School Football	2	0.06
Shuttle Driver-Fall 2023	2	0.05
Shuttle Driver-Spring 2024	2	0.05
Head Varsity Basketball - Boys & Girls	2	0.16
Reserve Basketball- Boys & Girls	2	0.10
Freshman Basketball – Boys	1	0.08
Middle School Basketball - 8th - Boys & Girls	2	0.07
Middle School Basketball - 7th - Boys & Girls	2	0.07
Head Varsity Volleyball	1	0.10
Reserve Volleyball	1	0.08
Middle School Volleyball - 8th - Girls	1	0.07
Middle School Volleyball - 7th - Girls	1	0.07
Head Varsity Track - Girls and Boys	1	0.10
Assistant Varsity Track - Girls and Boys	2	0.07
Middle School Track - Girls and Boys	1	0.07
Assistant Middle School Track - Girls and Boys	1	0.05
Head Varsity Softball	1	0.10
Assistant Varsity Softball	1	0.05
Junior Varsity Softball	1	0.06
Head Varsity Baseball	1	0.10
Assistant Varsity Baseball	1	0.05
Junior Varsity Baseball	1	0.06
Varsity Wrestling	1	0.10
Assistant Varsity Wrestling	1	0.06
Middle School Wrestling	1	0.06
Varsity Soccer – Boys and Girls	2	0.10
Assistant Varsity Soccer – Boys and Girls	2	0.06
Varsity Football Cheerleading	1	0.07
Varsity Basketball Cheerleading	1	0.07
Reserve Basketball Cheerleading	1	0.05
7th & 8th Grade Football Cheerleading	1	0.04

7th & 8th Grade Basketball Cheerleading	1	0.04
Varsity Golf – Boys & Girls	2	0.08
Varsity Cross Country	1	0.08
Assistant Varsity Cross Country	1	0.05
Middle School Cross Country	1	0.05
Bowling Coach	1	0.05
Archery Coach	1	0.05
Esports Coach-High School (9-12)	1	0.02
Esports Coach-Middle School (5-8)	1	0.02

*Summer Development Coordinator (Football/Boys & Girls Basketball & Volleyball & Boys Soccer & Girls Soccer)	6	0.03
Band Director - includes pep band	1	0.16
Asst. Band Director	1	0.08
Flag Corps	1	0.04
Middle School & High School Chorus	1	0.02
Drama Production	1	0.04
Science Club	1	0.02
Language Club	1	0.02
High School Yearbook	1	0.03
High School Newspaper	1	0.02
Middle School Yearbook	1	0.02
Middle School Newspaper	1	0.02
Elementary School Yearbook	1	0.02
High School Student Council	2	0.04
Senior Class Sponsor	2	0.03
Junior Class Sponsor	2	0.04
Sophomore Class Sponsor	2	0.04
Freshman Class Sponsor	1	0.03
Middle School Student Council	1	0.04
Middle School VIP Advisor	1	0.02
National Honor Society	1	0.02
National History Day Advisor	1	0.02
Quiz Team – High School	1	0.03
Quiz Team – Middle School	1	0.03
High School Science Fair	1	0.02
Middle School Science Fair	1	0.02
Elementary School Science Fair	1	0.02
Machinery Repair & Maintenance	1	0.03
Muse Machine Coordinator	1	0.02
SADD Coordinator	1	0.02
Lego League	1	0.02
Hope Squad	1	0.04

Academy of Reading Technology Support Teacher	1	0.02
Accelerated Reader Support Teacher	1	0.02
Intervention Based Assessment Coordinator (Eliminated)		
District Leadership Team	8	0.04
Building Leadership Team – MS		0.02
Building Leadership Team – HS		0.02
Building Leadership Team – ES		0.02
LPDC Chairperson	1	0.03
LPDC Secretary	1	0.02
LPDC Member		0.01
Academic/Whole Grade Overnight Field Trip	$40 per night per chaperone	
Home Instruction	$30.00/hour	

1. The stipend listed shall be paid if the position is filled. The listing of a position does not guarantee that the position will be filled. In the event the minimum number to constitute a team (as established by the Superintendent) is not met as of the first game/event of the season, the supplemental contract shall be deemed suspended. The employee shall be paid prorata according to the calendars days completed out of the total days scheduled.

2. Written verification of job completion shall be given by the person under contract to his/her supervisor who shall promptly forward proper verification to the Treasurer. The supplemental evaluation shall be completed at this time.

3. If a position is shared, the salary shall be divided by mutual agreement.

4. Pilot program plans including objectives, schedule, and plan of activities may be submitted to the Board of Education after input from the TCNEA. Any disagreement by the TCNEA shall be included in the submission to the Board. Salary for programs beyond the regular school day will be set by the Board of Education. Upon completion of the program and the submittal of a written evaluation, a decision by the Board will be made regarding the continuation of the program. If continued, a salary established by negotiations with the Association will be added to the Supplemental Salary Schedule in the appropriate area.

5. Salary for a person holding two athletic positions in the same season shall be a total of the greater salary and one-half the lesser salary.

6. The district shall award one step on the Bachelor's Scale for every two years of consecutive years of experience. In order to receive any step increase, all consecutive years of experience must be in the same position; provided that a class advisor shall be considered as being in the same position if he/she continues as advisor for the same student group (a "class") as that class progresses from one grade level to the next, and thereafter if, in the

year following the graduation of such class, the teacher is advisor for another class. The provisions of this paragraph shall apply to TCN teachers only.

ADDENDUM 3 - COLLEGE CREDIT REIMBURSEMENT REQUEST

Tuition reimbursement is subject to the advance approval of the superintendent.

Name: Building: _____

Date(s) class meets: _____

Course Title: _____

Number of Hours: Semester _____ Quarter _____

Name of college or university issuing credit: _____

Location: _____

Reason for attending: _____

Expenses Requested: Substitute _____ yes _____ no

Tuition: _____

College/University fees: _____

Requisition form and expense form must be filled out for reimbursement.

Teacher's Signature: _____ Date: _____

Principal's Signature: _____ Date: _____

** Only if substitute is needed
Superintendent's Signature: _____ Date: _____

Approved: _____ Disapproved: ____

If the request is disapproved please state reason: _____

_____

_____

ADDENDUM 4 - GRIEVANCE FORM

INFORMAL

Level 1:

Date of occurrence of grievance/complaint: _____

Date of informal discussion: _____

_____	_____	_____	_____
Principal Signature	Date	Grievant Signature	Date

FORMAL LEVEL

Level 2:

Statement of the grievance (including the provision of the Master Agreement which has been violated, misinterpreted, or misapplied):

Relief Sought: _____

_____

_____

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Administrator: _____

_____

_____

Administrator: _____ Date Issued: _____

Level 3:

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Superintendent: _____

_____

_____

Superintendent: _____ Date Issued _____

ADDENDUM 5 - VOLUNTARY SICK LEAVE BANK AUTHORIZATION FORM

I, _____, hereby authorize the Treasurer's Office of the Tri-County North Local School District to withdraw one (1) day of sick leave accumulation from my account and credit that day to my account in Voluntary Sick Leave Bank.

All use of the sick leave bank must be due to catastrophic circumstances.

In the event an employee has exhausted his/her accumulated sick leave, and upon notification by the Office of the Treasurer of the advance of five (5) days from the District, the employee will, prior to actual use, contact TCNEA for approval of borrowing days from the sick leave bank. Upon written approval from the TCNEA Executive Committee the District shall grant days from the sick leave bank. The individual can request annually up to twenty (20) days of additional sick leave in five (5) day increments from the days of sick leave that have been deposited in the District Sick Leave Bank. The Sick Leave Bank may accumulate donated days to a maximum of 120 days. No individual shall be permitted to use more than sixty (60) days from the sick leave bank leave during their career with the District. All new hires, whose first day of reporting to work is during the month of August, must donate a day by September 30; if the first day to report to work is at any other time, the new employee must donate a day within thirty days of the first date of work. If the donations are not timely, it shall be deemed that the employee has declined participation.

_____ _____

Signature of Participant Date

I decline participation in the TCNEA Sick Leave Bank.

_____ _____

Signature Date

0138430.0769104 4908-1100-2023v3