

Memorandum of Understanding

This Memorandum of Understanding is made and entered into by and between the **DEFIANCE CITY SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board") and the **DEFIANCE CITY EDUCATION ASSOCIATION** (the "DCEA") effective August 15, 2013.

**WHEREAS**, the Board and the DCEA are parties to a collective bargaining agreement (the "CBA") which expires on August 14, 2014; and

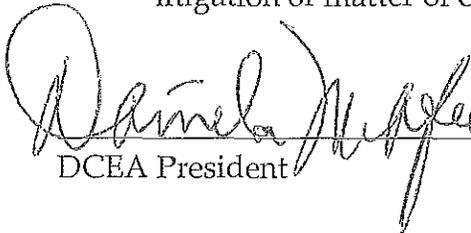
**WHEREAS**, Article XVIII(C) provides that the CBA be reopened for the 2013-2014 school year to negotiate wages only; and

**WHEREAS**, the Board and the DCEA have negotiated the subject of wages and now wish to agree as stated herein.

**NOW, THEREFORE, BE IT AGREED**, by and between the Board and the DCEA as follows:

1. On the effective date of this MOU, all members of the bargaining unit as defined in the CBA shall advance two (2) steps on the salary schedule provided that they have earned such experience advancement pursuant to Article IX(B)(2) of the CBA. In the event a member of the bargaining unit has been employed by the Board for only the 2012-2013 school year, said bargaining unit members shall advance one (1) step on the salary schedule provided that they have earned such experience advancement pursuant to Article IX(B)(2) of the CBA.
2. On the effective date of this MOU, all members of the bargaining unit as defined in the CBA who were at step 16 of the salary schedule for the 2012-2013 school year or prior school years shall receive a one and a half percent (1.5%) base salary increase. Notwithstanding the foregoing, any member of the bargaining unit as defined in the CBA who is entitled to a longevity increase for the 2013-2014 school year shall receive a three-fourths percent (.75%) base salary increase.
3. On the effective date of this MOU, all members of the bargaining unit as defined in the CBA who were at step 15 of the salary schedule for the 2012-2013 school year shall advance one (1) step to step 16 and shall receive a three-fourths percent (.75%) base salary increase of their step 16 base salary.

4. On the effective date of this MOU, all members of the bargaining unit as defined in the CBA who hold a supplemental contract for the 2013-2014 school year shall advance two (2) steps on the supplemental salary schedule provided that they have earned such experience advancement pursuant to the provisions of CBA. In the event a member of the bargaining unit has been employed by the Board for only the 2012-2013 school year, said bargaining unit members shall advance one (1) step on the salary schedule provided that they have earned such experience advancement pursuant to Article IX(B)(2) of the CBA.
5. The parties agree that this MOU shall not become effective in the event that the Board is projected to receive from the adopted fiscal year 2014 – 2015 state budget an amount of revenue that is less than the amount it is projected to receive based on the proposed state budget simulation from the Ohio House of Representatives, which the parties agree such amount of revenue is currently equal to \$720,748. In the event that this MOU does not become effective pursuant to this Section 5, the parties agree to recommence negotiations for the reopener on wages only within thirty (30) days of the adopted fiscal year 2014-2015 state budget.
6. The Board and DCEA further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as “past practice” or “precedent setting” in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and the DCEA.

  
DCEA President                      6-5-13  
Date

  
Superintendent                      9/12/13  
Date