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AGREEMENT
BETWEEN THE DELPHOS EDUCATION ASSOCIATION
AND THE
DELPHOS CITY SCHOOL DISTRICT BOARD OF EDUCATION

EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014

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R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

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ARTICLE I – RECOGNITION

- A. The Delphos City School District Board of Education, hereinafter referred to as the "Board," hereby recognizes the Delphos Education Association OEA/NEA-Local, hereinafter the "Association," as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, of a bargaining unit consisting of all full and regularly scheduled part-time professional, certificated, licensed non-supervisory employees of the Board in the public school K-12 program and substitutes working at least sixty (60) consecutive days in one specific teaching position, whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis.
- B. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Library Aide, School Nurse, substitutes not expressly included, and temporary employees, non-teaching employees, non-certificated employees, confidential, supervisory or management-level employees as defined in Section 4117.01 of the Ohio Revised Code, and all other employees are excluded from the bargaining unit.
- C. The Employer recognizes further that any newly created position for employees meeting the requirements specified in Section A of this Article for bargaining unit members will also be part of the unit.
- D. The Employer further represents that there are no professional, certificated, non-supervisory confidential employees at the time of the signing of this Agreement and that it will not in the future make a bargaining unit member a confidential employee of the purpose of removing that employee from the unit.

E. DEFINITIONS

- 1. "Days" mean calendar days except when otherwise indicated in this Agreement.
- 2. "NEA" means the National Education Association.
- 3. "DEA" means the Delphos Education Association.
- 4. "OEA" means the Ohio Education Association.
- 5. "Teacher" means the same as Employee, i.e., a member of the bargaining unit.

ARTICLE II - NEGOTIATIONS PROCEDURE

A. EXCLUSIVE PROCEDURE

Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures.

B. REQUESTS

If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party no more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement. At the first bargaining session both parties shall submit their complete proposals for a successor agreement. Neither party may submit additional issues for collective bargaining after submitting its initial proposals.

C. REPRESENTATION

Representatives of the Board and representatives of the Association shall meet to negotiate in good faith. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. NEGOTIATIONS

1. Location - Meetings will be held at a mutually agreeable site.
2. Dates and Times - Meetings will be scheduled by mutual agreement as necessary. Sessions shall be four (4) hours maximum, except when extended by agreement of the parties. Date and time of the meeting shall, if possible, be agreed upon before the close of each session.
3. Representatives - The bargaining committees will consist of no more than six individuals in addition to the chief negotiator designated by each party. Additional representatives for both parties may be added by mutual agreement to address specific issues. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.
4. Chief Negotiator - There shall be only one spokesperson for each party, except that he or she may, on occasion, request a team member of the

bargaining committee to address a specific issue. It is understood that no tentative agreement on any Article or the entire contract, oral or written, is effective unless specifically agreed upon and initialed by the chief negotiators for both parties. Any agreement which is not thus approved by the chief negotiators is ineffective.

5. Caucus - The chief negotiator of either party may recess his group for independent caucus of reasonable duration at any time.
6. Written Proposals and Material - All written proposals and material shall be submitted in sufficient quantity to provide copies for each of the other party's bargaining team, if possible.
7. Agreements - Articles and materials agreed to by the parties will be reduced to writing, duplicated, dated and initialed by the chief negotiators as tentative agreements. It is understood that such tentative agreements, although not finally resolved, shall not be amended without express mutual consent of the parties' chief negotiators. The Articles shall not become officially enforceable until the entire Collective Bargaining Agreement has been reduced to writing and ratified by both parties.

When tentative agreements are reached on all Articles to be included in the parties' contract, the Association's bargaining committee shall present the Final Agreement to its membership for ratification. The Association's bargaining committee shall then notify the Board's chief negotiator about the result of the ratification vote. The Board's bargaining committee will then present the Agreement to the Board of Education for their ratification. The Board's chief negotiator will promptly notify the Association's chief negotiator of the Board's action.

8. Recording - No mechanical or other recording devices shall be used during the negotiation sessions. Each party is responsible for its own notes.
9. Media - The parties agree that during the period of negotiations and prior to reaching an agreement or going to impasse, the contents of the negotiations shall not be released to the news media unless such issuance has mutual consent. Progress reports may be made to the represented bodies of either negotiating team at the discretion of the team.

E. DISAGREEMENT

1. In the event the parties are unable to reach agreement, the parties agree to proceed as set forth below.
2. If the parties fail to reach complete agreement on the successor contract by 45 days before expiration of the current Agreement, either party may request the appointment of a mediator from the Federal Mediation and Conciliation Service. The mediator shall meet with the parties as he/she deems appropriate in an attempt to resolve the disputed issues. The mediator will confine himself/herself to the process of mediation and shall not engage in fact-finding or other form of interest arbitration without the express written consent of both parties.
3. If an agreement is not reached through mediation, or if it was mutually agreed not to use mediation, the matter shall be submitted to Advisory Arbitration within ten (10) working days.
4. The parties shall mutually petition the American Arbitration Association (AAA) for a list(s) of neutral arbitrators. All voluntary rules and regulations of the AAA shall be followed in the selection and utilization of the arbitrator.
5. Within seven (7) days of receipt of the arbitrator recommendations, the parties shall each act on the recommendations. If either party rejects the recommendations, the recommendations may be publicized.
6. Costs and expenses which may be incurred in securing and utilizing the services of the neutral third party shall be shared equally by the Board and the Delphos Education Association.
7. If the parties have not reached complete agreement on a successor contract by the conclusion of the stated impasse procedure, then the Association may proceed in accordance with Ohio Revised Code 4117.14(D)(2) (Strike) and the Board may implement its last offer. During such process, the mediator may continue to work with the parties as he/she deems appropriate.
8. This procedure of Article II.E is the parties' mutually agreed alternative dispute resolution procedure and supersedes the dispute resolution procedures of O.R.C. 4117.14(C)(2-6).

ARTICLE III - MANAGEMENT RIGHTS

- A. Except as specifically modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other administrators, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio and of the United States, including, by way of illustration, management's rights to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate teachers for just cause; lay off, nonrenew, transfer, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the School District as an educational unit; effectively manage the work force; take actions to carry out the mission of the School District; determine the work hours of teachers and the instructional hours and determine grading periods for pupils; and direct, assign, and schedule pupils.
- B. So long as the Board and administration comply with the specific and express terms of this written Agreement, the Board shall have no obligation to bargain with the Association during the term of this Agreement, whether or not Board or administration decisions of their implementation affect the wages, hours, terms and/or other conditions of employment of members of the bargaining unit.

ARTICLE IV - ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organization rights:

A. USE OF SCHOOL BUILDINGS AND EQUIPMENT

The Association will have the right to use school buildings at reasonable times as long as the use does not interfere with a previously scheduled use of the building. The principal of the building in question will be notified no less than 48 hours in advance, whenever possible, of the time and place of all such meetings. The Association shall pay the cost of extra cleaning or set up expenses, if any, as may be deemed necessary by the principal.

B. RIGHTS OF ACCESS TO MEMBERS DURING SCHOOL HOURS

Every attempt will be made to meet after school hours. If it is impossible to do that, then the President of the Association and/or a designee and/or the UniServ Consultant for the Association shall have the right to visit schools. Either prior to

or immediately upon the President's or the consultant's arrival at any school, the President and/or the Consultant shall advise the principal or, in his absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission will not be denied but may be delayed only if the visit, at the time desired, will interfere with the normal teaching duties of the professional staff member to be contacted.

- C. The Association building representative will have permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio/visual equipment, addressograph plates (reflecting the names and addresses of residents of the School District) when such equipment is not otherwise in use. Permission for such use shall be obtained and supplies in connection with such equipment shall be purchased from the building principal at the cost paid by the Board.
- D. A directory of names, assignments, work locations, and non-confidential mailing addresses and listed telephone numbers, if available, of all members of the bargaining unit shall be provided without cost to the Association no later than October 1 of each school year.

E. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Use the inter-school mail system to distribute material of the type described below.
2. Use in each building a reasonable amount of space of existing facility bulletin boards located in areas readily accessible to and normally frequented by teachers.
3. Use of school public address system for Association announcements in accordance with administrative procedures.
4. Make brief announcements at the end of faculty meetings.

F. PAYROLL DEDUCTIONS

Deductions will be taken from the first and second monthly paychecks. The following payroll deductions will be provided at no cost to the professional staff members:

1. Association Dues

- a. Teachers may at any time until October 21 sign and deliver to the Board an authorized form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.
- b. Such deductions shall be made in equal amounts, beginning for all individuals so authorizing with the first paycheck in November and continuing through the last pay in June. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher.
- c. No teacher is required to be a member of the Association or to pay any fee to the Association as a condition of employment with the Board.

2. Credit Union

3. Income Protection Insurance

4. Tax Sheltered Annuities

5. Political/FCPE Contributions: The Treasurer shall deduct designated political contributions in accordance with Ohio Revised Code §3313.262.

6. Additional Insurance Plans

G. PRINTING AND PROVIDING COPIES OF THE CONTRACT

The administration will provide a copy of this contract to each school building in the School District at the time of this Agreement. Copies will be retained in the office of each principal. In addition, each teacher will be provided with a copy of this Agreement, the cost of which will be borne equally by the Board and the Association.

H. SCHOOL BOARD

- 1. Meeting Notice and Agenda - The President of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board.

2. Minutes and Other Public Documents - The President of the Association will be supplied with minutes of all regular and special Board meetings. Upon written request, the Board will furnish the Association with a copy of the monthly financial statement of the receipts and expenditures of the School District.

I. The rights granted herein to the Association shall not be granted or extended to any competing organization.

J. ASSOCIATION LEAVE

The Board shall authorize up to a maximum of three (3) total days of absence without loss of pay per year (September 1 through August 31) to the Association President or his/her designee to attend Association meetings, conferences, or conventions. Such leave may not be used for meetings, conferences, or conventions of any other teacher organizations. To be valid, an advance request of 72 hours for use of this leave must be submitted by the President of the Association to the Superintendent or his/her designee.

ARTICLE V - GRIEVANCE PROCEDURE

A. PURPOSE

The grievance procedure is the exclusive procedure to deal with all alleged violations and labor disputes arising under this Agreement. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. Grievances must not be used as a means to gain contract concessions unsuccessfully bargained for during negotiations.

B. DEFINITIONS AND TERMS

The following definitions and terms apply to this Article:

1. The word "day" or "days" means generally scheduled teacher workdays during the regular school year. During the summer, it shall mean Monday through Friday excluding federally recognized holidays.
2. A "grievance" is a claim by a teacher or a group of teachers or the Association that the Board or an administrator has violated, misinterpreted or misapplied a specific and express term of this written Agreement.

3. If a teacher fails to file a written grievance or to appeal a grievance to the next step by the stated guidelines, then the grievance shall be considered waived.
4. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the teacher is entitled to appeal to the next step.
5. A teacher may be accompanied at any stage of the grievance procedure by a representative of his or her choice. When a teacher has a representative present, management shall have the right to have a representative present.
6. A teacher may present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect and as long as an Association representative has the opportunity to be present at the adjustment. The Association representative may be present but shall not participate in the meeting at which the adjustment occurs unless requested by the teacher who filed the grievance.
7. Hearings and conferences under this procedure will be held after regular school hours or during non-working time of the personnel involved. Any investigation or processing of a grievance by the grievant or representatives shall be conducted so as to result in minimum interference or disruption of the instructional program and related work activities of the teaching staff.

C. PROCEDURE

The following procedure will be used in processing a grievance:

STEP ONE: A person with a grievance shall first discuss it with his principal or immediate supervisor within ten (10) days of the date of the incident giving rise to the grievance, with the objective of resolving the matter informally.

STEP TWO: If the grievant is not satisfied with the informal attempt to resolve the grievance, he or she must submit the grievance in writing on an appropriate grievance form to the building principal. All grievances, in order to be effective for consideration by management, must contain in writing the name of the grievant, the specific condition or occurrence on which the grievance is based, the date or dates of the occurrence of the conduct or condition on which the grievance is based, the particular Article and Section of this Agreement which the grievant claims have been violated, the specific relief sought and the signature of the grievant. Appropriate grievance forms shall be made available in each principal's office (Exhibit H). The written grievance must be filed with the building principal within five (5) days from the informal conference in Step One.

The building principal shall respond to the grievance in writing within five (5) days of its submission to him.

STEP THREE: If the teacher is not satisfied with the building principal's disposition of the grievance, the teacher may appeal to the Superintendent by filing a written appeal of the grievance within five (5) days of the teacher's receipt of the principal's response. The Superintendent shall hold a meeting with the teacher to discuss the grievance and its possible resolution within five (5) days of the submission of the appeal. The Superintendent shall make his written response to the appeal within five (5) days of the meeting. Any grievance which concerns a decision from the central office and which is not within the power of a building principal to change may be submitted directly to the Superintendent at Step Three as the initial step.

STEP FOUR: Arbitration.

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Three, he/she may, within five (5) days after the decision is rendered, request in writing to the Association that his/her grievance be submitted to arbitration.
2. The Association may within five (5) days after receipt of the request, submit the grievance to arbitration by so notifying the Board in writing.
3. The Board and the Association shall, within five (5) days after the written notice is received by the Board, select jointly an arbitrator. If the parties are unable to agree on an arbitrator within five (5) days, the Association within seven (7) calendar days will send a written request for a list of arbitrators to the American Arbitration Association, and an arbitrator shall be selected in accordance with AAA's voluntary rules.
4. The arbitrator's decision shall be binding on all parties and not reviewable in any court.
5. All costs and expenses for the services of the arbitrator shall be shared equally by the Board and the Association.

D. **THE ARBITRATOR'S AUTHORITY**

The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. The arbitrator shall follow the procedural rules established by the American Arbitration Association. Decisions shall be in writing and a copy sent to all parties present at the hearing.

The decision of the arbitrator shall be binding on the Board, the administration, the Association and the grievant(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, or add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

ARTICLE VI - EMPLOYMENT PRACTICES

A. LIMITED AND CONTINUING CONTRACTS

Contracts for the employment of teachers shall be of two types: limited contracts and continuing contracts. A limited contract is a contract for one year or a specified number of years. Under a limited contract, a teacher has no vested right to reemployment after the expiration of the term provided for in the contract. The Board must grant limited contracts to teachers who hold only provisional or temporary teaching certificates/licenses.

A continuing contract remains in effect until the teacher resigns, elects to retire, or until the contract is terminated or suspended. All teachers currently employed under continuing contracts at the time that this Agreement is made effective shall continue to be employed under continuing contracts, until one of the aforementioned events occurs.

B. CONTRACT SEQUENCE

1. Upon initial hiring of a teacher, the contract of employment shall be for a term of one (1) year; thereafter limited contracts will be offered as follows:
 - a. If upon the principal's evaluation of the teacher's performance after the first year of employment, the evaluation rating is a one (1) or a two (2), the second contract will be for two (2) years. If the evaluating rating is a three (3) or four (4), the second contract will be for one (1) year. If the evaluation rating is a five (5), the employment contract will not be renewed.

b. If, upon the principal's evaluation of the teacher's performance under the second and later contracts, the evaluation rating is a one (1) or a two (2), the subsequent contract will be for three (3) years. If the evaluation rating is a three (3) or a four (4), the third contract will be for one (1) year. If the evaluation rating is a five (5), the employment contract will not be renewed.

c. A teacher may opt for a shorter contract than that offered by the Board.

2. Teachers new to the system with previous teaching experience outside the District shall be placed on the proper step and educational level in accordance with their prior experience and training, with experience limited to a maximum of ten (10) years, and may be offered the initial contract of up to two (2) years duration at the discretion of the Superintendent. Subsequent contracts to such staff members shall follow the contract sequence noted above.

3. For purposes of seniority and benefits, the individual contract year shall begin on the teacher's first workday in the school year and shall end on the day preceding the first teacher workday of the next school year; provided, however, that a teacher's valid resignation shall be effective according to its terms and that a suspension of contract shall be effective as provided in the Board's resolution.

C. NONRENEWAL

1. Nonrenewal of contract shall be done in accordance with Ohio Revised Code 3319.11 and 3319.111 except that the terms of this Agreement shall prevail to the extent inconsistent with statute.

D. RESIGNATION

A teacher who intends to resign his or her position will make every effort to notify the Superintendent as early as possible, but in any event must so notify the Superintendent by July 10 of the school year prior to the effective date of the resignation. No teacher shall resign his or her regular teaching employment during the school year, or later than July 10, effective for the following school year, without the consent of the Board. Violation of this provision is grounds for the Board to file a complaint against the teacher with the State Board of Education.

E. TERMINATION OF CONTRACT

The Board may terminate the employment of a teacher for gross inefficiency, or immorality, for willful and persistent violations of rules or policies of the Board, or

for other just cause. Before terminating any contract, the Board will comply with the notice and hearing provisions of O.R.C. §3319.16.

F. ASSIGNMENT/TRANSFER/VACANCIES

Unless otherwise notified, any member of the certified staff under contract from the previous year will have the same assignment in regards to building or buildings, grade level, or department in which services are to be rendered. Every effort will be made to notify each teacher of his/her assignment by the end of the school year or if conditions do not permit such notification, then every effort will be made to notify teachers by July 1. Persons involved in a change will be notified in writing. If such a change is after July 1, a reasonable attempt shall be made to hold a conference as soon as possible with the person or persons involved. For the purpose of this Section, notification by certified mail at the designated address shall be deemed a reasonable attempt.

The Superintendent shall post vacancies, including vacancies in supplemental positions, on the bulletin boards in each school and through school email accounts. To apply for vacancies, present staff shall have eight (8) working days after postings.

In selecting a candidate to fill a vacancy or make a transfer, consideration shall be given to: individual qualifications, instructional requirements, staff availability and experience, special criteria established by the administration to achieve staff balance or better staff utilization. These considerations being equal the vacancy shall be filled on the basis of seniority and experience within the school system.

G. EVALUATION PROCEDURE

Evaluation of teachers under limited contracts shall be conducted pursuant to R.C. §3319.111 except that:

1. The established evaluation instrument (Exhibit I) shall become a part of this document and continue in effect.
2. The second evaluation may be conducted and completed between January 1 and April 1 so long as it is conducted at least 30 working days after the first evaluation.

This procedure supersedes and replaces any contrary provisions of state law.

The Association President and Superintendent shall each appoint two members to a committee in the fall of 1995 to review the evaluation instrument and make recommendations to revise that instrument (Exhibit I). If no agreement is reached on recommendations, the current instrument shall continue to be used.

H. PROFESSIONAL PERSONNEL RECORDS

1. The Board shall maintain only one (1) file on each employee. This file shall be the employee's personnel file and shall be maintained in a secure, accessible area in the office of the Superintendent. This shall not preclude the Treasurer's office from maintaining documentation of an employee's expense vouchers and leave records. Should a principal choose to maintain documents relative to a particular teacher, such documents shall be subject to this subsection, but no such document can be made a part of the official file on the teacher unless and until it is transferred to the Superintendent's office.
2. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein. A teacher may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her files. If any other third party seeks access to a teacher's personnel file, the Board agrees to notify the affected teacher and seek the consent of that teacher before affording such access.
3. Teachers shall have the right to submit a written commentary to any material placed in the file and such written comment shall be attached to the item in the file.

I. CLASS SIZE

1. The ratio of teachers to pupils on a District-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.
2. The ratio of teachers to pupils in kindergarten through fourth grade on a District-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.
3. A minimum of five full-time equivalent educational service personnel shall be employed on a District-wide basis for each one thousand pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.
4. Educational service personnel shall be assigned to at least five of seven areas: counselor, librarian, school nurse, visiting teacher, and elementary art, music, and physical education. Educational service personnel

assigned to elementary art, music, and physical education shall hold the special teaching certificate in the subject assigned.

5. The principal and guidance counselors will meet with laboratory teachers to review appropriate scheduling of students in light of the lab size.

ARTICLE VII - REDUCTION IN FORCE

- A. The Board may determine that a reduction in the number of teaching positions is necessary because of declining enrollment, return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District or for financial reasons. Implementation of such reductions may be accomplished by nonrenewal of limited contracts of teachers under O.R.C. §3319.11 or by suspension of contracts under O.R.C. §3319.17. The Board shall not make a reduction in force effective during the end of a semester.
- B. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so, i.e., the number of persons affected by reduction of staff will be kept to a minimum by not employing replacements for teachers who retire, resign, or whose contracts are not renewed. The employment of replacements for some positions may be necessary, however, in the event that teachers in the system do not possess the necessary certification and qualifications for a position that needs to be filled.
- C. ORDER OF LAYOFFS
 1. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, rank teachers into two groups as follows:
 - a. Nontenured teachers.
 - b. Tenured teachers.
 2. Preference shall be given to teachers on continuing contracts and to teachers who have greater seniority, that is, layoffs will proceed first with the nontenured teachers who have the least seniority. Tenured teachers with the greatest seniority will be the last to be laid off. Seniority will be calculated based upon the teacher's service with the Board, which shall be determined as follows:
 - a. Service will be computed from the first regular, paid, workday with the Delphos Board of Education.

- b. Service shall be included in computing seniority regardless of illnesses, vacation or leaves of less than 120 days in a school year.
- c. Service before and after breaks in service of 120 days or more due to leaves of absence shall be included in computing seniority.
- d. Service at less than five and one-half (5-1/2) hours with students per day will be computed at half the normal rate.

If two or more teachers have the same length of service with the Board, then the order of suspension and recall will be determined by the Superintendent based on relative evaluation ratings, total teaching experience, and the resources available on the remaining staff.

- 3. The Superintendent shall, along with the notice of intention to suspend, provide an up-to-date revised seniority list to the Association and the staff affected by the intended suspension. Disputes over a staff member's seniority status shall be subject to the provisions of the grievance procedure.
- 4. When a vacancy has been determined to exist, no substitute staff members or any other person new to the system shall be hired as a full- or part-time staff member until all of the present staff members qualified to hold the opening have been given the first opportunity to accept said position. The Superintendent shall have the sole prerogative to determine whether a vacancy exists and whether to fill it, including the determination not to treat a regular teacher's leave as a vacancy if the leave is for less than one entire school year.
- 5. If the Board considers suspending a teacher's contract through reduction in force, it will authorize the Superintendent to notify the teacher in writing at the earliest practicable time but in no event less than 20 days prior to formal action by the Board, that suspension of his or her contract is being considered. Such initial notification will be in the following form: "This is to notify you that suspension of your contract of employment is under consideration due to reduction in staff." A teacher who is so notified and who has the same length of continuous employment as one who is retained may request a statement of the reasons for the decision.

D. RECALL

In recalling suspended teachers to vacancies under O.R.C. §3319.17 the Superintendent shall send the teacher a written offer of employment by certified mail return receipt requested to the teacher's most recent address on school records. It is the teacher's obligation to keep his or her address and status of certification current on School District records. If the teacher does not accept the

offer in writing within fifteen (15) calendar days following the posting of the letter, then his or her name shall be removed from the recall list and the job shall be offered, in the same manner, to the next most senior teacher on the list who holds the necessary certification. Failure to accept a recall offer will be treated as a resignation by the Board, notwithstanding, however, that refusal to accept an offer of a temporary position would not be treated as a resignation.

ARTICLE VIII - LEAVES OF ABSENCE

A. SICK LEAVE

1. All full-time bargaining unit members shall be entitled to fifteen (15) days' sick leave with pay for each year under contract and shall accrue sick leave in accordance with the provisions of 3319.141, at the rate of one and one-fourth (1-1/4) days for each calendar month under contract.

All part-time, seasonal, intermittent, per diem, or hourly certified employees shall be entitled to sick leave credit for the time actually worked at the same rate as that of a full-time employee.

Unused sick leave earned shall accumulate from year to year up to a maximum of 235 days.

2. Pursuant to 3319.141 and 3319.08, each new unit member and members who have exhausted their accumulated sick leave shall be advanced with up to fifteen (15) days of sick leave. If any of these fifteen (15) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year.

If a unit member ends Board employment using advanced sick leave and not earning same, he/she shall have the per diem amount deducted for said unearned sick leave from the last paycheck issued by the Board.

3. Sick leave accumulated in the District during any previous periods of employment with the Board or in any other School District, state, county or municipal government agency in the State of Ohio, shall be transferable to the record of a teacher, up to the maximum allowable accumulation in this District, upon presentation of proper verification by the employee.
4. Professional staff members absent when school is cancelled or otherwise not in session shall not be charged with sick leave.
5. Sick leave may be used for any absence of the employee due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or to school children and for any

absence due to illness, injury, or death in the employee's immediate family.

6. The immediate family includes any person who is a member of the immediate household, father, mother, sister, brother, husband, wife, child, grandparent, grandchild, uncle, aunt, in-laws bearing any of these relationships, legal guardian, foster or step-parent and foster or step-child.
7. The unit member shall complete an Absence Report for Sick Leave, not later than the second workday after the employee returns to work from sick leave.
8. No sick leave shall be granted or credited to a teacher after the effective date of his/her retirement or termination of employment.
9. When a unit member becomes aware of a need to use sick leave, he/she shall notify his/her building principal or the principal's designee so that arrangements can be made for a qualified substitute.
10. A certificated employee who is unable to perform satisfactorily the duties of his/her position because of personal illness or disability, shall upon written request be granted a leave of absence, upon verification by a qualified physician, without pay for the remainder of the year or for a full year. Such leave of absence will be renewed for an additional year upon written request by the teacher and with a physician statement that said leave is necessary.

The Board may require a teacher to submit to a physical or psychiatric examination at the Board's expense by a physician or other doctor to determine whether a physical or mental disability exists, which impairs the teacher's ability to perform his or her job efficiently. The doctor shall be mutually agreed upon by the teacher and the Board; or the teacher may choose from a list provided by the Board. If the doctor certifies that the teacher cannot perform his or her job because of physical or mental disability or that, because of his or her physical or mental condition the teacher is dangerous to self or others, the Board may place the teacher on an unpaid leave of absence.

B. PARENTAL LEAVE

1. Parental Leave- Teachers may use accumulated sick leave and extended illness leave as set forth in this Section for pregnancy, miscarriage, or childbirth and recovery therefrom. The length of such leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the teacher and the teacher's doctor.

2. Maternity Leave- The District shall grant, upon request, an unpaid leave of absence to a pregnant teacher during the period of her pregnancy, childbirth, and recovery. The teacher may utilize the provisions of the Parental Leave Section of this Article when the provisions of that Section apply to her.
3. Child Care Leave - A leave of absence shall be granted to a teacher without pay for the purpose of raising his/her natural or adopted child. Such leave shall normally be for no more than twelve (12) months duration. The District and the teacher may agree to extend the period of the leave beyond twelve (12) months in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester. The District may grant an extension of the leave for up to an additional twelve (12) months.
4. Paternity Leave- Upon request, a teacher may use accumulated sick leave for the birth of his child and the immediate care and/or recovery therefrom.

C. PROFESSIONAL LEAVE

1. Professional Development

All teachers may join educational professional organizations. These include DEA, OEA, NWOEA, NEA and departmental organizations.

Teachers are encouraged to take two (2) days of professional leave per year for the purpose of enhancing educational skills, expanding knowledge in their teaching field and becoming more effective as teachers. Additional professional leave may be granted at the discretion of the superintendent.

2. Request for Leave

Professional staff members on professional leave shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Request for professional leave shall be submitted in writing on forms which shall be available to all professional staff at the principal's or Superintendent's offices. Requests shall be initiated at the principal's office at least 10 working days prior to the requested leave. After consideration, the principal will forward the request to the Superintendent. The Superintendent may approve requests for one-day meetings. However, when the absence of the principal causes the untimely filing of a

professional leave form, the form may be submitted directly to the Superintendent.

Exception to the 10-day advance notice may be allowed if the staff member can demonstrate they did not receive adequate advance notice.

Request forms must be filled out in detail and be complete. Incomplete forms will be promptly returned to the staff member requesting the leave and will not be considered until they are completed and returned.

3. Reimbursement Requests

Reimbursement will be paid on a first-come first-serve basis up to the amount allocated by the Board for the fiscal year for the actual, necessary, and reasonable expenses of:

- a. Use of privately owned automobile for up to 500 miles, excluding travel to and from district buildings of required travel related to teaching duties at the IRS rate that is in effect on July 1 for that entire school year.
 1. The Superintendent or designee may authorize additional mileage reimbursements for travel related to the Board's vocational program, supplemental activities, and for coaches transporting students to and from scheduled events.
 2. The superintendent or designee may authorize additional mileage reimbursements for travel related to traveling teachers and other district professional obligatory events or activities.
- b. Commercial carrier fare which is supported by receipts, if less expensive overall to the District than travel by car.
- c. Necessary and actual expenditures for meals and lodging as supported by receipts up to the limit annually adopted by the Board.
- d. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and any other approved expense necessary to the conduct of official School District business which is supported by receipts.
- e. Reimbursement forms must be submitted to the Superintendent within 30 days following the leave and must have a typed report attached giving an evaluation of the meeting or visitation.

- f. Should the leave be disapproved solely for cost reasons, the teacher requesting said leave may take the leave without loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any.
- g. All requests for professional leave will be made on the attached form Exhibit G. The Board shall notify the Association of reductions in the amount allocated. The Board shall notify the Association of reductions in the amount allocated.

D. PERSONAL LEAVE

A teacher shall be granted up to four (4) days of leave with pay, without deduction from other leave benefits, in order to take care of personal business which cannot be taken care of in off-duty hours, without having to state any reasons other than personal business for the taking of such leave, provided that four (4) days' prior notice is given to the principal or other immediate supervisor. Approval with less than four (4) days' notice may be granted in the Superintendent's discretion. Personal leave will not be allowed for ~~shopping~~, for seeking other employment or for working other employment. No more than ten percent (10%) of the teachers District-wide may take personal leave on the same day (rounded up to the nearest whole).

E. ASSAULT LEAVE

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, police and courts. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher for an absence due to physical disability resulting from an assault in connection with their employment mentioned in this Article shall not be charged against the teacher. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.

F. JURY DUTY LEAVE

Members of the bargaining unit upon notification to the Superintendent shall be eligible for leave for the number of days or partial days needed to serve for jury

duty or as a subpoenaed witness to a jury or court. Upon submission of proof of jury service the teacher shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved. Such leave shall not be deducted from sick leave and shall be in accordance with O.R.C. §2313.34 and §3313.21.

G. SABBATICAL LEAVE

Teachers who have been employed in the District for a period of five (5) consecutive years immediately prior to the year of sabbatical leave will be eligible to apply for a sabbatical leave for either one-half year (a semester) or one full year (two consecutive semesters). Sabbatical leave may not exceed a period of one year. The Board may authorize sabbatical leave when it deems such leave of absence to be reasonable, for good cause, and of benefit to the District as well as to the individual.

Applications for sabbatical leaves for the first semester or for full year beginning with the first semester must be submitted to the employer prior to February 1 of the previous school year. Applicants for sabbatical leave for the second semester shall be submitted by October 1 of the school year.

Sabbatical leave will only be granted subject to the following restrictions:

The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the District at the end of the leave for a period of at least one year. The Board will not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

H. UNPAID SHORT-TERM LEAVE

Bargaining unit members may request a short-term unpaid leave of absence for up to five (5) consecutive workdays in a school year provided that the unit member has completed five years of service with the School District. Such days do not accumulate from year to year.

The short-term unpaid leave may be granted for unique personal circumstances not applicable to the conditions otherwise outlined in Article VI, Leave of Absence. The leave may be approved upon written application by the employee

to the immediate supervisor with such application being filed at least 48 hours in advance of the requested leave. The written application shall state the reason for the leave being requested by describing the personal circumstances which are essentially beyond the control of the employee with an indication that the leave cannot be taken at a time when school is not in session. The immediate supervisor will forward the leave request with a recommendation of approval or denial to the Superintendent/designee of Schools. Final action on the leave request will be made by the Superintendent/designee of Schools. In no case shall short-term unpaid leave of absence be granted to more than 10 percent of the members of the bargaining unit in the building at one time.

I. RIGHTS WHILE ON LEAVE

Professional staff members on paid leave shall be credited with sick leave at the statutory rate; shall be recognized as full-time professional staff members and treated as such for all fringe benefit purposes and the Board shall continue to make all contributions on their behalf during the period of paid leave. A teacher shall not earn sick leave, personal leave or service credit on the salary schedule (increment) while on sabbatical leave or any approved unpaid leave.

J. RETURN FROM LEAVE

The taking of approved leave shall not deprive any teacher of any accrued seniority. Seniority shall not accrue for any absence of 120 days or more. A teacher returning from leave shall resume the sick leave and service credit which he or she had accumulated immediately before beginning the leave.

No teacher shall be placed at any advantage or disadvantage in returning to a teacher position as a result of his or her absence. Upon return to duty, the administration shall make every reasonable effort to ensure said professional staff member with the same class assignment, teaching assignment, building assignment and supplemental duty assignment, if any, as held immediately prior to the paid leave. Article VII of this Agreement governing Reduction in Force applies in the event that the position no longer exists and Article VI.E. of this Agreement governing Assignment/Transfers/Vacancies applies in the event that the position is no longer available.

If the Board becomes obligated to pay STRS contributions for a teacher due to unpaid leave, the teacher must reimburse the Board for that cost.

K. PAYMENT FOR NON-USE OF PAID LEAVE

1. Any teacher who uses no sick leave in any nine (9) week period will be compensated at the rate of \$65 per nine weeks. The attendance bonus shall be paid on the first pay schedule following the end of the quarter.

2. Teachers will compensated at a rate of \$91 per day for up to three (3) days of unused personal leave. The personal leave compensation shall be paid on the second pay in June.

L. FAMILY LEAVE

1. A teacher may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.
2. A teacher desiring to use family leave shall notify the Superintendent in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice to the Superintendent that he or she will use family leave must specify that "Family Leave" will be the type of leave taken.
3. During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in life, dental, and health insurance. The teacher must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay his or her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.
4. Instead of taking family leave, a teacher may opt to take other forms of unpaid leave under this Article if eligible for the particular type of leave. However, a teacher is not eligible to take unpaid leave under Article VIII (B)(3) (Child Care Leave) if, during the preceding twelve (12) months, the teacher has taken family leave.

ARTICLE IX - TEACHER WORKDAY

- A. The school day shall include thirty (30) minutes duty free lunch on each day the teacher works the full seven and one-half hour teacher workday.
- B. Each teacher who is scheduled for the full seven and one-half hour teacher workday daily shall have at least two hundred (200) minutes per week of instructional planning and evaluation and conferences.
- C. The Board will make reasonable efforts to balance the schedules among teachers.
- D. The school day shall be seven and one-half hours and fall between 7:30 a.m. and 3:30 p.m. including at least a thirty-minute duty free lunch period. Teachers shall arrive on duty 15 minutes before the opening bell and remain in the building

15 minutes after the closing bell. Each teacher will assume his or her respective share of additional activities that are related to the instructional program. The Board may require teachers to attend in-service training, faculty meetings, open-house meetings and the like outside the normal on-duty hours.

- E. Only in case of any emergency shall a teacher be requested to cover another teacher's class. The Board will make every effort to make the request of those teachers who have more than one conference period on that day.

ARTICLE X - TEACHING CONDITIONS

A. JOB DESCRIPTION FOR ALL SUPPLEMENTAL ACTIVITIES

Evaluation for such supplemental activities shall be based only upon job performance as described in the job description and shall be reduced to writing. Any such written evaluation will be made at the conclusion of each session or year of the activity. The evaluation will be completed by the building administrator and/or athletic director, with the Superintendent ultimately recommending to the Board whether to reemploy the individual for the supplemental duty. Each of the parties participating in the evaluation will place their signatures on all copies of the final evaluation report.

Signing such documents acknowledges only that the teacher has examined said documents, and it is not to be construed as an endorsement of the contents of the documents. Any comment or rebuttal the teacher may wish to make shall be reduced to writing and will become a part of the report.

A copy of the evaluation will be forwarded to the Superintendent of Schools and made available to all members of the Delphos Board of Education.

Once established, job descriptions will not be changed during the term of any such supplemental contract except by mutual written agreement between the Board and the Association under the terms of the negotiations agreement. Teachers shall be notified of all pending changes prior to issuance of a teaching contract or salary notice of the ensuing year.

Payment for extracurricular activities performed under a supplemental contract will be made at the completion of the activity, during the duration of the activity, or over the course of the year, at the option of the employee. No payment will be made prior to work completed.

B. CONTRACT YEAR & CALENDAR

The Superintendent will appoint three (3) members and the Association will appoint three (3) members to a committee to develop a school calendar for presentation to the Board in January. If agreement is not reached on the calendar, the Association and the school administration shall make recommendation to the Board for final adoption to the calendar.

The number of regular duty days required for teachers shall be 182 days. For the duration of this contract, the superintendent may recommend to the board to add up to four (4) days to the school calendar for teacher professional development. For each of these additional professional development days, teachers in attendance will be compensated at the rate of \$22/hour. For school calendar year 2011-12 up to three optional days may be added after the calendar is set by the board. The days must be approved by the Association. For school calendar years 2012-13 and 2013-14 the superintendent must make recommendation for extra days prior to the calendar committee meeting to make their calendar recommendation to the board of education. Days shall be scheduled for teacher-parent conferences on a District-wide basis. The administration in its discretion shall coordinate the disparity in schedules between the buildings' dismissal time. It is recognized that such coordination may mean that teachers in one or more buildings may have to remain in or return to the school to participate in such meetings.

Employees will be expected to arrive 15 minutes before classes begin on days when school is delayed. However, it is understood that good judgment and discretion must be exercised by individual staff members to ensure a later safe arrival as conditions dictate. Members of the teaching faculty will not be expected to report for duty on days when Delphos City Schools are closed due to inclement weather.

C. PERSONAL FREEDOM

The personal life of a teacher is not an appropriate concern nor attention of the employer. No negative evaluation of performance or disciplinary action shall be predicated upon lawful, non-school related personal activities, which have no impact upon the teacher's effectiveness as a teacher.

D. HEARINGS

A teacher shall at all times be entitled to have present a representative of the Association whenever requested to meet with the administration for the investigation or imposition of formal discipline for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. LESSON PLANS

Teachers will leave plans for the purpose of aiding substitute teachers, and will not be used to evaluate teachers in any way.

F. COMPLAINTS AGAINST TEACHERS

No written reprimand will be placed in a teacher's personnel file unless the teacher first has received an opportunity for a conference with the Superintendent or his designee, at which the teacher may have his or her representative from the Association attend. At that conference the teacher or his or her representative will have the opportunity to challenge or rebut the allegations or otherwise explain the teacher's position. If a written complaint about a teacher from a parent, student, or member of the community is placed in the teacher's personnel file, the teacher will have the right to attach a written statement concerning the complaint. Complainants will schedule conferences with teachers through the building principal and the conference will not be scheduled during instructional time.

- G. Teachers shall have one (1) day from notice of midterm end before midterm grades shall be submitted. Teachers shall have two (2) full days from notice of quarter end before quarter grades shall be submitted. The midterm and quarter end dates will follow the dates determined upon by the Calendar Committee and the calendar adopted by The Board of Education.

ARTICLE XI - SALARIES & FRINGE BENEFITS

A. INSURANCE

1. Health Insurance

- a. A High Deductible Health Care Plan (HDHP) and a Medium Deductible Health Care Plan (MDHP) will be offered to all employees.
- b. Beginning January 1, 2012 each bargaining unit member will pay fifteen percent (15%) of the cost/month of a single or family plan for enrollment in the HDHP or the MDHP.
- c. All employees enrolled in the HDHP offered by the Board shall receive payment of \$1,000/year for a single plan & \$2,000/year for a family plan to a financial institution of the employee's choosing for enrollment in a Health Saving Account (HSA). This payment shall be made in each year of this contracted agreement on the first payroll of January.

- d. The schedule in place for the calendar year 2011 for reimbursement by the district of up to \$4,000 of personal medical costs for employees on the HDHP will remain in effect until January 1, 2012.
- 2. Vision Care - The Board shall continue to provide and pay the full cost of vision care insurance equal to or better than the plan in effect in the previous (2008 – 2011) negotiated agreement.
- 3. Part-Time Employees - For any of these health care insurances, the Board shall contribute for part-time employees pro rata to the Board's contribution for full-time employees.
- 6. Dental Insurance - The Board shall provide and each bargaining unit member will pay fifteen percent (15%) of the cost of family dental insurance protection offered through the Allen County Health Consortium (or equal or better plan if the Allen County Health Consortium ceases to offer dental insurance) for each certificated employee now or hereafter employed who is a member of the bargaining unit. For less than full-time employees, the Board will contribute to the cost of dental insurance pro rata to the employee's contracted time.
- 7. Life Insurance - The Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed in the amount of \$30,000. For less than full-time employees, the Board will purchase life insurance in an amount pro rata to the employee's contracted time (rounded to the nearest \$1,000).

B. COMPENSATION

- 1. Teachers shall be paid in accordance with their training and experience as set forth on the salary schedule attached hereto as Exhibit A with a base salary of \$33,531 effective the first year of this Agreement, Exhibit B with a base salary of \$33,531 effective the second year of this Agreement, and Exhibit C with a base salary of \$33,531 effective the third year of this Agreement.
- 2. Supplemental compensation for the 2011-12, 2012-13, and 2013-14 school years will be decreased by ten percent (10%) from the dollar amounts paid in the 2010-11 school year, Exhibits D, E, and F.
- 3. All hourly or extended service employees shall receive an increase in their compensation in direct proportion to the percentage increase in the teacher's salary schedule except to the extent shown otherwise on Exhibits D, E, and F.

C. PAY PERIODS

1. The contract year shall be divided into twenty-six (26) pay periods. Paydays shall fall on alternate Fridays throughout the school year.

If a scheduled payday is a legal or school holiday or school vacation, paychecks will be delivered by the Treasurer on the last school day prior to the holiday or vacation period with the exception of summer vacation.

Deductions for absences in excess of one pay period of ten (10) working days which are not covered by sick leave, professional leave, personal leave, or other such leave policy shall be made equally over the remaining pay periods of that year.

Retirement deductions will be made equally over the twenty-six (26) pay periods.

2. Paycheck/Pay Form Distribution

- a. If a Friday payday falls on a day that is not a regularly scheduled teacher workday, paychecks or pay forms shall be distributed in the buildings to the teachers on the last teacher workday immediately preceding the regular payday; provided, however, that during the summer the teacher may pick up his or her paycheck at the Treasurer's office on payday or may have checks mailed by providing the Treasurer with self-addressed envelopes for that purpose.
- b. Teachers shall receive electronic payroll deposit. Monies may be directed to a maximum of four (4) different repositories and/or accounts. Teachers may have pay stub paperwork sent to up to two (2) different email address locations or pick it up in the central office.

D. SEVERANCE PAY

Severance pay will be paid to teachers with ten or more years experience upon termination of active employment by reason of retirement or death. Severance pay shall be in the amount equal to the teacher's per diem rate at the time employment is terminated (including any supplemental pay earned during that last school year calculated as a per diem spread over the entire school year) times one-fourth (1/4) of the teacher's accumulated unused sick leave, up to fifty (50) days by the employee at termination. Payment shall be made in one lump sum separate from regular salary payments due the employee. This payment will be made in the second pay in July for teachers retiring from January 1 to July 1, and in the second pay in January for teachers retiring from July 2 to December 31.

E. RETIREMENT INCENTIVE

1. Statement of Plan

The following retirement incentive policy is intended to provide an incentive for early retirement. Participation in this plan is voluntary. Teachers who achieve age fifty-five (55) and twenty-five (25) years of teaching experience, age sixty (60) and ten (10) years of experience and any age and thirty (30) years of teaching experience may retire under this plan. Teachers who have over 30.99 years of experience are exempt from this incentive.

This plan does not apply to:

- a. Those applying for and/or receiving disability retirement.
- b. Those terminated by the Board for cause or where contracts are otherwise discontinued or suspended involuntarily.

2. Eligibility for Benefits

- a. The certificated employee:
 - (1) Must have ten (10) or more years of service with the Delphos City Schools in order to be eligible under this Plan;
 - (2) Must meet all eligibility requirements for retirement under the State Teachers Retirement System or will meet the eligibility requirements by June 30 in the year of retirement;
 - (3) Must retire by the close of the school year, as eligible.

3. Procedure for Acquiring Benefits

- a. In order to obtain this special retirement incentive benefit, a teacher who will be eligible to retire during the year, or at the close of the school year, must submit a letter of resignation and intent to retire at least sixty (60) calendar days before the retirement takes effect but in no event later than the first teacher workday in January of the particular school year.
- b. After receipt of the letter from the certified employee exercising this retirement option, the Board will verify that the applicant meets all of the requirements of the Plan, will approve the retirement if the applicant is eligible, and will issue a notice of approval within sixty (60) days of application. Neither the Board nor the certified employee may withdraw from this action after Board approval of the retirement.

4. Benefits

- a. In addition to the severance pay currently provided under Article XI (D), all teachers meeting the requirements of and who retire in accordance with this Article, shall receive an additional amount equal to the amount of severance pay under Article XI (D).
 - b. Payments shall be made in a lump sum combined with the regular severance payment under Article XI (D) and paid in three installments, one of 25% on July 15 of the year of retirement, the second of 25% on January 15 of the year of retirement, and the third of 50% on the following July 15.
5. Payment pursuant to this Article shall be made only once and shall eliminate all accrued and unused sick leave to the teacher's credit at the time of retirement.
6. The benefits provided above are exclusive and may not be included in salary computations for the purpose of determining STRS benefits.

F. BOARD PICK-UP

1. In accordance with the provisions of Internal Revenue Code Section 414(h)(2) and Internal Revenue Service Rulings 77-462, 81-35, and 81-36 (the "Pick-up Law"), the Board shall continue to implement pick-up of each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS). No employee shall have the option of receiving a cash payment in lieu of the pick-up by the Board.
2. Amounts "picked-up" by the Board:
 - a. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
 - b. shall be included in computing final average salary to the extent that they are salary reduction pick-ups, but shall not be included in computing final average salary to the extent they are fringe benefit pick-ups;
 - c. shall not affect the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence and calculating severance pay; and shall not affect the computation of or provision of any other fringe benefits otherwise provided by the Board; and

d. shall be reported by the Board to federal, state, municipal or other taxing authorities, as shall be required by law, it being the understanding that picked-up amounts are not includible in the federal gross income of the teacher.

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

G. INDIVIDUALIZED EDUCATIONAL PROGRAMS (IEP) CURRICULUM DEVELOPMENT

Participation in programs involving conceiving, developing, competency based education, and drafting individualized educational programs other than for special education shall be voluntary.

H. TUITION-FREE ENROLLMENT

1. A child who resides with a teacher who is his custodial parent and is employed in the bargaining unit but whose residence is outside of Delphos City School District shall be admitted to the District's schools tuition-free, subject to the limitations and conditions of this Article.
2. A teacher who is under contract for the upcoming school year must give written notice to the Superintendent by July 10 of each year as to the teacher's desire to have his or her children attend the District's schools. In such written notice, the teacher must supply the names and grade levels of the children who will be attending the District's schools and take all actions needed to supply all information required by law for children being admitted to a school district, including the transfer of records from the District previously attended.
3. If a teacher moves out of the School District during the school year or is issued a contract after July 10, the teacher shall promptly provide written notice to the Superintendent of the request for admission of his or her children, along with the other information normally required for admission.
4. If the Superintendent determines that the cost of educating a particular child admitted under this Article exceeds the general per pupil cost of the District he shall determine the amount of such excess cost and may require the parent to pay such cost as a condition of the admission or continued admission of the pupil to the District's schools. A teacher shall not be responsible for such excess cost unless the Superintendent has given the teacher 30 days' written notice of the amount and the teacher has kept the child enrolled beyond those thirty (30) days in Delphos Schools. The Superintendent's determination may not be challenged or grieved except on the basis that his determination has been arbitrary or capricious.

5. The admission of a pupil under this Article shall not require the District to begin or implement any new program, create a class or type of instruction, or add staffing.
6. The Superintendent in his sole discretion may assign or reassign any pupil admitted under this Article.

I. TUITION REIMBURSEMENT

1. To be eligible for participation in the tuition reimbursement program, a bargaining unit member must:
 - a. Be under full-time contract at the Delphos City School District prior to applying for reimbursement for courses under this program.
 - b. Be working under a full-time certified regular limited or continuing contract with the Delphos City School District both when the course is taken and when reimbursement is requested.
 - c. Hold a provisional certificate/license or higher in the field in which the bargaining unit member is serving.
 - d. Take courses in the bargaining unit member's actual teaching field of service or in other areas approved in advance by the Superintendent.
 - e. Take courses from an institution or online institution approved for teacher education, unless otherwise approved by the Superintendent.
 - f. Complete the course with a grade C or better. Pass/Fail credit will not be applicable, if the course may be taken for a letter grade. The bargaining unit member shall provide certification of the unavailability to enroll in a specific college course for a letter grade.
 - g. Remain a full-time employee of the Board for a full year following the completion of a course or refund the Board the tuition allowance received. (This refund can take place either by withholding from the bargaining unit member's last check or by the bargaining unit member paying the Treasurer directly.)
2. Application shall be made and approval shall be obtained in the following manner:
 - a. Applications shall be submitted to the Superintendent's office by the first day of class for each session.

- b. Application shall be approved or disapproved by the Superintendent. Priority shall be given to bargaining unit members enrolled in courses needed to upgrade their skills to meet school goals, to bargaining unit members enrolled in classes for recertification, and to bargaining unit members enrolled in courses needed for certification to teach a subject to serve in a capacity requested by the administration.
 - d. Reimbursement may not be sought for courses for which other reimbursement has or will be received, such as professional leave, a grant or fellowship.
3. Reimbursement will be made in accordance with the following manner:
- a. The Board shall allocate a maximum of \$10,000 for each July 1 to June 30 allocation period.
 - b. Within the limitations of (B) above, the bargaining unit member shall be reimbursed at the rate of fifty percent (50%) of the tuition cost, not to exceed \$120.00 per approved semester hour or \$90.00 per approved quarter hour.
 - c. Reimbursement shall not exceed the actual cost of tuition.
 - d. Payment shall be made upon submission of an official grade card verifying successful completion of the course or courses, and an official receipt or other documentation acceptable to the Superintendent verifying payment. By June 30 of each year, a teacher who has earned additional college credit must file an official transcript with the Superintendent in order to be eligible for reimbursement during the next year (July 1 - June 30).

ARTICLE XII - SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, the applicable federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this

Agreement is invalidated by court ruling or subsequent change in the law, the rest of this Agreement shall remain in effect and the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement. Such negotiations shall begin within thirty (30) days or any mutually extended time.

ARTICLE XIII - OCCUPATIONAL SAFETY AND HEALTH

- A. Before exercising his or her right under R.C. §4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. §4167.06, the employee must exhaust the process set forth in paragraph C(1-3) below.
- B. An employee who wishes to assert a claim of discrimination as defined in R.C. §4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.
- C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:
 - 1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or principal, within five (5) workdays of the occurrence of the alleged violation.
 - 2. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two workdays after his conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought.
 - 3. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Superintendent shall provide his written response to the alleged violation.

ARTICLE XIV - OTHER PROVISIONS

A. ENTIRE AGREEMENT

The specific provisions of this Agreement shall be the sole source of the rights of the Association and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior Agreement, amendments, modifications, alterations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the teachers covered by this Agreement.

B. WAIVER OF NEGOTIATIONS

It is agreed that during the negotiations leading to the execution of this Agreement, both parties have had full opportunity to make demands and proposals with respect to any subject not removed by law from collective bargaining and that the parties expressly waive the right to raise, create or cause any issues that may be considered mandatory subjects of bargaining during the term of this Agreement, irrespective of whether the item was or was not discussed or contemplated during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Association or any member of the bargaining unit may charge the Board has violated in filing a grievance or a charge with the State Employment Relations Board.

C. NO STRIKES

The Association and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, including concerted action in failing to report for duty, willful absence from one's position, slowdown, stay-in, abstinence in whole or part from the full, faithful and proper performance of their duties of employment or other curtailment or restriction of the educational process or the Board's operations, and including the honoring of any picket line or strike activity by other employees or by non-employees of the Board during the life of this Agreement. Any employees engaging in such activities during the life of this Agreement shall be subject to disciplinary action by the Board in accordance with Ohio Revised Code 4117.

Nothing herein shall be construed so as to prevent a member of the bargaining unit from declining, failing, or refusing to cross a picket line established by persons who are not members of the Association where the bargaining unit member has grounds to believe that the crossing of picket lines may be hazardous to the member's health, safety, welfare or personal property.

D. CLASS ADVISORS

If no teacher applies for one or more of the high school class advisors positions after posting, the Superintendent may require a teacher(s) to fill the vacant class advisor position(s). Such positions shall be compensated as provided in the Supplemental Salary Schedule.

E. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Scope of the Committee - The scope of the LPDC shall be district wide.
2. There shall be five (5) total members on the committee, and there shall be a majority of teacher members on the LPDC.
 - a. The Association shall appoint all teacher members to the LPDC or any replacements to the committee, if vacancies occur and shall determine the length of the service of those representatives. Whenever possible, the appointees shall consist of one elementary teacher, one middle school/junior high school teacher and one high school teacher.
 - b. Two representatives appointed by the Superintendent.
 - c. Term of Office - The term of office for the teacher members serving on the committee shall be three (3) years, except as otherwise provided in this paragraph. Initially, the terms shall be staggered as one teacher member shall be appointed for a two-year term, another teacher member shall be appointed for a three-year term, and the third teacher shall be appointed for a four-year term. The Association shall determine the rotation of the length of terms for each of the three levels for the first election cycle. Each term thereafter shall be for three (3) years. The appointees of the Superintendent shall serve initially for terms of two and three years, respectively, and then for two-year terms if reappointed.
3. Frequency of Meetings - The LPDC shall determine the frequency, length, and time of meetings, provided however that such meetings may not be held in such a way to impede the teacher's preparation time, and if such meetings are held during the teacher work day, the committee must have advance approval of the Superintendent or designee. A calendar of the yearly meetings shall be established at the first LPDC meeting each year by September 30. Said calendar shall be given to each educator in the district along with the names of the members of the LPDC.
4. Decision-Making - For LPDC meeting purposes, a quorum shall be four members. Decisions shall be made by majority vote of the full committee membership.

5. Compensation - LPDC members will be compensated for their work on the committee in the form of either paid release time or in an additional meeting stipend of \$22.00 per hour for any committee activity beyond the regular workday or school year, not to exceed 30 hours per year unless approved by Superintendent. Committee members shall be approved and reimbursed (at Board approved rates for mileage) for all additional expenses incurred in pursuit of their LPDC duties. Committee member must be present to be paid. Service on an LPDC may be approved as one of the equivalent activities for license renewal, by a majority of the committee not to exceed 35% of the committee member's renewal requirement.
6. Training - The Board of Education shall provide and pay for training for LPDC members to obtain the knowledge and skills required for the committee's work.
7. Contract Compatibility - The decisions of the LPDC may not contravene the language of this Contract.

ARTICLE XV – MENTOR PROGRAM

- A. Each first-year teacher shall be assigned a mentor. The mentor shall assist the new bargaining unit member in general teaching procedures, techniques, classroom planning and organization, school functions and regulations and other areas of professional growth and development. The Local Professional Development Committee shall submit nominations of three qualified staff members to the Superintendent, after obtaining the candidates' permission. The Superintendent may elect to nominate one of the candidates to the Board of Education for assignment, or ask the LPDC for additional nominations.
- B. No mentor shall be assigned more than one (1) new bargaining unit member per year. The mentor shall not be involved in any way in the formal evaluation of the new bargaining unit member.
- C. In order to be assigned, mentors must possess the following qualifications:
 1. At least five (5) years of successful teaching experience.
 2. A variety of teaching experience is considered helpful.
 3. An ability and willingness to help improve another teacher.
- D. Mentors shall attend one or two training seminars held outside the regular workday. The Local Professional Development Committee will draft a list of tasks that mentors are to perform.

- E. Mentor teachers shall certify that they have spent a minimum of fifteen (15) hours during the school year in mentor training and working with their assigned new bargaining unit member. The new bargaining unit member may make written application to the Superintendent for up to fifteen (15) hours additional mentor service. The mentor teacher, the new bargaining unit member, and the Superintendent will meet to discuss a plan of action for additional hours requested. Mentor teachers shall be paid for the documented work hours at the hourly rate of \$22.00. The payment shall be in a one-time lump sum at the end of the school year.

ARTICLE XVI - TERM OF AGREEMENT

This Agreement shall become effective the later of 12:01 a.m. July 1, 2011, or the day after ratification by the Association and approval by the Board of Education, and shall remain in full force and effect until midnight June 30, 2014.

Signed by authorized representatives of the parties this 14 day of September 2011.

DELPHOS CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By: Ronald E. Meschitto
Board President

[Signature]
Superintendent

DELPHOS EDUCATION ASSOCIATION

By: Christine Dieteneck
DEA Representative

Kay Glassman
DEA Representative

DEA Representative

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Delphos City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Collective Bargaining Agreement between the Board and the Delphos Education Association, effective from July 1, 2008 through June 30, 2011.

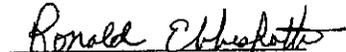
The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.



Treasurer



Superintendent



Board President

September 14, 2011

Delphos City School District
 Teacher Salary Schedule – 182 Days
 2011-12

Exhibit A

	2012 Base			
	33531			
YEARS	BACHELOR	150 SEM HR	MASTERS	MASTER+15
0-1	33531	34805	36716	37555
2	34805	36247	38326	39164
3	36079	37689	39935	40774
4	37354	39131	41545	42383
5	38628	40573	43154	43993
6	39902	42014	44764	45602
7	41176	43456	46373	47212
8	42450	44898	47983	48821
9	43724	46340	49592	50431
10	44999	47782	51202	52040
11	46273	49224	52811	53650
12	47547	50665	54421	55259
13	48821	52107	56030	56869
14-15	50095	53549	57640	58478
16-18	51369	54991	59249	60088
19-25	52644	56433	60859	61697
26-27	53918	57875	62468	63307
28-32	55192	59316	64078	64916
33	56466	60758	65687	66526

Delphos City School District
 Teacher Salary Schedule – 182 Days
 2012-13

Exhibit B

	2013 Base			
	33531			
YEARS	BACHELOR	150 SEM HR	MASTERS	MASTER+15
0	33531	34805	36716	37555
1-2	34168	35526	37521	38359
3	35442	36968	39131	39969
4	36716	38410	40740	41578
5	37991	39852	42350	43188
6	39265	41293	43959	44797
7	40539	42735	45569	46407
8	41813	44177	47178	48016
9	43087	45619	48788	49626
10	44362	47061	50397	51235
11	45636	48503	52007	52845
12	46910	49944	53616	54454
13	48184	51386	55226	56064
14	49458	52828	56835	57673
15-16	50732	54270	58445	59283
17	51369	54991	59249	60088
18-19	52007	55712	60054	60892
20-24	52644	56433	60859	61697
25	53281	57154	61664	62502
26	53918	57875	62468	63307
27-28	54555	58595	63273	64111
29-31	55192	59316	64078	64916
32-33	55829	60037	64882	65721
34	56466	60758	65687	66526

Delphos City School District
 Teacher Salary Schedule – 182 Days
 2013-14

EXHIBIT C

	2014 Base			
	33531			
YEARS	BACHELOR	150 SEM HR	MASTERS	MASTER+15
0	33531	34805	36716	37555
1	34805	36247	38326	39164
2-3	35442	36968	39131	39969
4	36716	38410	40740	41578
5	37991	39852	42350	43188
6	39265	41293	43959	44797
7	40539	42735	45569	46407
8	41813	44177	47178	48016
9	43087	45619	48788	49626
10	44362	47061	50397	51235
11	45636	48503	52007	52845
12	46910	49944	53616	54454
13	48184	51386	55226	56064
14	49458	52828	56835	57673
15	50732	54270	58445	59283
16-17	51369	54991	59249	60088
18-24	52644	56433	60859	61697
25-26	53918	57875	62468	63307
27	54555	58595	63273	64111
28-31	55192	59316	64078	64916
32	56466	60758	65687	66526

Delphos City School District
Supplemental Salary Schedule
2011-12

EXHIBIT D

Base	**Note: This is the agreed upon (10% reduction) base salary for figuring supplemental pay.					
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Position	% of Base	% of Base	% of Base	Amount	Amount	Amount
Head Baseball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Baseball Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Summer Baseball-Head Coach	3%	4%	5%	\$905	\$1,207	\$1,509
Head Boys Basketball Coach	17%	18%	19%	\$5,130	\$5,432	\$5,734
Assistant Varsity Boys Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Reserve Boys Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Freshman Boys Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Boys Basketball Conditioning-Head Coach	2%	3%	4%	\$604	\$905	\$1,207
Head Girls Basketball Coach	17%	18%	19%	\$5,130	\$5,432	\$5,734
Assistant Varsity Girls Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Reserve Girls Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Girls Basketball Conditioning-Head Coach	2%	3%	4%	\$604	\$905	\$1,207
Jr. High Grade 7 Boys Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Jr. High Grade 8 Boys Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Jr. High Grade 7 Girls Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Jr. High Grade 8 Girls Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Head Football Coach	17%	18%	19%	\$5,130	\$5,432	\$5,734
Football Conditioning-Head Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Varsity Football Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Junior High Football Coach	9%	10%	11%	\$2,716	\$3,018	\$3,320
Assistant Junior High Football Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Junior High Equipment Coordinator	2%	3%	4%	\$604	\$905	\$1,207
Golf Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Head Girls Softball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Summer Softball-Head Coach	3%	4%	5%	\$905	\$1,207	\$1,509
Assistant Softball Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Head Track Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Track Coach	8%	9%	10%	\$2,414	\$2,716	\$3,018
Junior High Boys Track Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Junior High Girls Track Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Cross Country Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Junior High Equipment Coordinator	2%	3%	4%	\$604	\$905	\$1,207
Head Volleyball Coach	9%	10%	11%	\$2,716	\$3,018	\$3,320
Reserve Girls Volleyball Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Junior High Volleyball Coach	4%	6%	6%	\$1,207	\$1,811	\$1,811

				Exhibit D		
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Head Girls Soccer Coach	9%	10%	11%	\$2,716	\$3,018	\$3,320
Assistant Girls Soccer Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Head Wrestling Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Wrestling Coach	8%	9%	10%	\$2,414	\$2,716	\$3,018
Junior High Wrestling Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Athletic Director	17%	18%	19%	\$5,130	\$5,432	\$5,734
Boys Athletic Manager	13%	14%	15%	\$3,923	\$4,225	\$4,527
Girls Athletic Manager	9%	10%	11%	\$2,716	\$3,018	\$3,320
Head Cheerleader Advisor	5%	6%	7%	\$1,509	\$1,811	\$2,112
Assistant Cheerleader Advisor	4%	5%	6%	\$1,207	\$1,509	\$1,811
Assistant Cheerleader Advisor-Junior High	3%	4%	5%	\$905	\$1,207	\$1,509
Elementary Art	1%	2%	3%	\$302	\$604	\$905
High School Art	1%	2%	3%	\$302	\$604	\$905
Future Homemakers Association (FCCLA)	3%	4%	5%	\$905	\$1,207	\$1,509
Marching Band Duties-Assistant Director	5%	6%	7%	\$1,509	\$1,811	\$2,112
Marching Band Duties-Directors	14%	15%	16%	\$4,225	\$4,527	\$4,828
Pep Band	2%	3%	4%	\$604	\$905	\$1,207
Band Flag Corps	10%	11%	12%	\$3,018	\$3,320	\$3,621
Accompanist-Musical	2%	2%	2%	\$604	\$604	\$604
Stage Band Director-Musical	2%	2%	2%	\$604	\$604	\$604
School Musical Director	6%	6%	6%	\$1,811	\$1,811	\$1,811
Business Manager-Musical	3%	3%	3%	\$905	\$905	\$905
School Musical Vocal Coach	2%	2%	2%	\$604	\$604	\$604
Show Choir Director	2%	3%	4%	\$604	\$905	\$1,207
D-Club Advisor	5%	6%	7%	\$1,509	\$1,811	\$2,112
National Honor Society	2%	3%	3%	\$604	\$905	\$905
Business Professional Association	7%	8%	9%	\$2,112	\$2,414	\$2,716
Channel 13 Coordinator	5%	7%	8%	\$1,811	\$2,112	\$2,414
Computer Director & Computer Maintenance	5%	6%	7%	\$1,509	\$1,811	\$2,112
School Newspaper Advisor	3%	4%	5%	\$905	\$1,207	\$1,509
Delphi	6%	7%	8%	\$1,811	\$2,112	\$2,414
Prom Coordinator	4%	4%	4%	\$1,207	\$1,207	\$1,207
Science Club	1%	2%	2%	\$302	\$604	\$604
Science Fair and Projects	1%	2%	2%	\$302	\$604	\$604
Student Council Advisor-High School	2%	3%	4%	\$604	\$905	\$1,207
Student Council Advisor-Middle School	2%	3%	4%	\$604	\$905	\$1,207
French Club Advisor	1%	2%	2%	\$302	\$604	\$604
Spanish Club Advisor	1%	2%	2%	\$302	\$604	\$604
Special Education Coordinator	4%	4%	4%	\$1,207	\$1,207	\$1,207
Summer Driver's Education-Book Portion	4%	4%	5%	\$1,207	\$1,207	\$1,509

				Exhibit D		
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Vocational Agriculture Advisor	17%	18%	19%	\$5,130	\$5,432	\$5,734
Freshman Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358
Sophomore Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358
Junior Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358
Senior Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358

*Reduced by 4% for each week of extended service above two weeks

Note:

1. Pay is 1% less for non-certified personnel
2. Failure to adequately perform duties will result in payroll deduction at conclusion of school year

Student Supervision Pay Rate for Non-Supplemental Contract Holders

1. Approval required from administrator prior to activity
2. \$103.42 per weekend contest-total maximum contests 5 per year (Saturday-Sunday)
\$62.03 per weekday evening contest-total maximum contests 5 per year (Monday-Friday)
3. Hourly Rate: Current tutoring rate-\$14.74 per hour-up to maximum 26 hours per year
4. Saturday School Supervision Rate-\$21.14 per hour

The following principals will apply

1. To give extra pay for extra hours-the regular school day is prescribed in the "Policies, Rules, and Regulations". If the teacher is given class time off for extra-class responsibilities, extra pay should be prorated accordingly.
2. To classify activities growing out of the regular school program (grading papers, counseling with failures in regular class, homework activities, supervision of make-up work, participation in community activities, and Class advisors, PTO meetings, detention supervision, Carnival, etc.) as part of the assigned school load and are so construed by the State Department of Education
3. To give additional pay for added responsibility and the use of specialized skill.
4. To contain a principle of flexibility-our extra-class pay schedule is flexible enough for adjustment if, in the judgment of the Superintendent of Schools,

Principals, and the negotiation committee, the nature of the particular work warrants additional pay

5. Examples are: Scholastic Bowl, Math-Spelling Contests, God-Flag-Country, Conventions, etc

Delphos City School District
Supplemental Salary Schedule
2012-13

EXHIBIT E

Base	**Note: This is the agreed upon (10% reduction) base salary for figuring supplemental pay.					
	\$30,178	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience
Position	% of Base	% of Base	% of Base	Amount	Amount	Amount
Head Baseball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Baseball Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Summer Baseball-Head Coach	3%	4%	5%	\$905	\$1,207	\$1,509
Head Boys Basketball Coach	17%	18%	19%	\$5,130	\$5,432	\$5,734
Assistant Varsity Boys Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Reserve Boys Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Freshman Boys Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Boys Basketball Conditioning-Head Coach	2%	3%	4%	\$604	\$905	\$1,207
Head Girls Basketball Coach	17%	18%	19%	\$5,130	\$5,432	\$5,734
Assistant Varsity Girls Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Reserve Girls Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Girls Basketball Conditioning-Head Coach	2%	3%	4%	\$604	\$905	\$1,207
Jr. High Grade 7 Boys Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Jr. High Grade 8 Boys Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Jr. High Grade 7 Girls Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Jr. High Grade 8 Girls Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Head Football Coach	17%	18%	19%	\$5,130	\$5,432	\$5,734
Football Conditioning-Head Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Varsity Football Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Junior High Football Coach	9%	10%	11%	\$2,716	\$3,018	\$3,320
Assistant Junior High Football Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Junior High Equipment Coordinator	2%	3%	4%	\$604	\$905	\$1,207
Golf Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Head Girls Softball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Summer Softball-Head Coach	3%	4%	5%	\$905	\$1,207	\$1,509
Assistant Softball Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Head Track Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Track Coach	8%	9%	10%	\$2,414	\$2,716	\$3,018
Junior High Boys Track Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Junior High Girls Track Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Cross Country Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Junior High Equipment Coordinator	2%	3%	4%	\$604	\$905	\$1,207
Head Volleyball Coach	9%	10%	11%	\$2,716	\$3,018	\$3,320
Reserve Girls Volleyball Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Junior High Volleyball Coach	4%	6%	6%	\$1,207	\$1,811	\$1,811

				Exhibit E		
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Head Girls Soccer Coach	9%	10%	11%	\$2,716	\$3,018	\$3,320
Assistant Girls Soccer Coach	6%	6%	7%	\$1,509	\$1,811	\$2,112
Head Wrestling Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Wrestling Coach	8%	9%	10%	\$2,414	\$2,716	\$3,018
Junior High Wrestling Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Athletic Director	17%	18%	19%	\$5,130	\$5,432	\$5,734
Boys Athletic Manager	13%	14%	15%	\$3,923	\$4,225	\$4,527
Girls Athletic Manager	9%	10%	11%	\$2,716	\$3,018	\$3,320
Head Cheerleader Advisor	5%	6%	7%	\$1,509	\$1,811	\$2,112
Assistant Cheerleader Advisor	4%	5%	6%	\$1,207	\$1,509	\$1,811
Assistant Cheerleader Advisor-Junior High	3%	4%	5%	\$905	\$1,207	\$1,509
Elementary Art	1%	2%	3%	\$302	\$604	\$905
High School Art	1%	2%	3%	\$302	\$604	\$905
Future Homemakers Association (FCCCLA)	3%	4%	5%	\$905	\$1,207	\$1,509
Marching Band Duties-Assistant Director	5%	6%	7%	\$1,509	\$1,811	\$2,112
Marching Band Duties-Directors	14%	15%	16%	\$4,225	\$4,527	\$4,828
Pep Band	2%	3%	4%	\$604	\$905	\$1,207
Band Flag Corps	10%	11%	12%	\$3,018	\$3,320	\$3,621
Accompanist-Musical	2%	2%	2%	\$604	\$604	\$604
Stage Band Director-Musical	2%	2%	2%	\$604	\$604	\$604
School Musical Director	6%	6%	6%	\$1,811	\$1,811	\$1,811
Business Manager-Musical	3%	3%	3%	\$905	\$905	\$905
School Musical Vocal Coach	2%	2%	2%	\$604	\$604	\$604
Show Chow Director	2%	3%	4%	\$604	\$905	\$1,207
D-Club Advisor	5%	6%	7%	\$1,509	\$1,811	\$2,112
National Honor Society	2%	3%	3%	\$604	\$905	\$905
Business Professional Association	7%	8%	9%	\$2,112	\$2,414	\$2,716
Channel 13 Coordinator	6%	7%	8%	\$1,811	\$2,112	\$2,414
Computer Director & Computer Maintenance	5%	6%	7%	\$1,509	\$1,811	\$2,112
School Newspaper Advisor	3%	4%	5%	\$905	\$1,207	\$1,509
Delphi	8%	7%	8%	\$1,811	\$2,112	\$2,414
Prom Coordinator	4%	4%	4%	\$1,207	\$1,207	\$1,207
Science Club	1%	2%	2%	\$302	\$604	\$604
Science Fair and Projects	1%	2%	2%	\$302	\$604	\$604
Student Council Advisor-High School	2%	3%	4%	\$604	\$905	\$1,207
Student Council Advisor-Middle School	2%	3%	4%	\$604	\$905	\$1,207
French Club Advisor	1%	2%	2%	\$302	\$604	\$604
Spanish Club Advisor	1%	2%	2%	\$302	\$604	\$604
Special Education Coordinator	4%	4%	4%	\$1,207	\$1,207	\$1,207
Summer Driver's Education-Book Portion	4%	4%	5%	\$1,207	\$1,207	\$1,509

	Exhibit E					
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Vocational Agriculture Advisor	17%	18%	19%	\$5,130	\$5,432	\$5,734
Freshman Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358
Sophomore Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358
Junior Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358
Senior Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358

*Reduced by 4% for each week of extended service above two weeks

Note:

- 1 Pay is 1% less for non-certified personnel
- 2 Failure to adequately perform duties will result in payroll deduction at conclusion of school year

Student Supervision Pay Rate for Non-Supplemental Contract Holders:

- 1 Approval required from administrator prior to activity.
- 2 \$103.42 per weekend contest-total maximum contests 5 per year (Saturday-Sunday)
\$62.03 per weekday evening contest-total maximum contests 5 per year (Monday-Friday)
- 3 Hourly Rate Current tutoring rate-\$14.74 per hour-up to maximum 26 hours per year
- 4 Saturday School Supervision Rate-\$21.14 per hour

The following principals will apply:

- 1 To give extra pay for extra hours-the regular school day is prescribed in the "Policies, Rules, and Regulations". If the teacher is given class time off for extra-class responsibilities, extra pay should be prorated accordingly
- 2 To classify activities growing out of the regular school program (grading papers, counseling with failures in regular class, homework activities, supervision of make-up work, participation in community activities, and Class advisors, PTO meetings, detention supervision, Carnival, etc.) as part of the assigned school load and are so construed by the State Department of Education.
- 3 To give additional pay for added responsibility and the use of specialized skill.
- 4 To contain a principle of flexibility-our extra-class pay schedule is flexible enough for adjustment if, in the judgment of the Superintendent of Schools, Principals, and the negotiation committee, the nature of the particular work warrants additional pay
- 5 Examples are: Scholastic Bowl, Math-Spelling Contests, God-Flag-Country, Conventions, etc

Delphos City School District
Supplemental Salary Schedule
2013-14

EXHIBIT F

Base	**Note: This is the agreed upon (10% reduction) base salary for figuring supplemental pay.					
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Position	% of Base	% of Base	% of Base	Amount	Amount	Amount
Head Baseball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Baseball Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Summer Baseball-Head Coach	3%	4%	5%	\$905	\$1,207	\$1,509
Head Boys Basketball Coach	17%	18%	19%	\$5,130	\$5,432	\$5,734
Assistant Varsity Boys Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Reserve Boys Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Freshman Boys Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Boys Basketball Conditioning-Head Coach	2%	3%	4%	\$604	\$905	\$1,207
Head Girls Basketball Coach	17%	18%	19%	\$5,130	\$5,432	\$5,734
Assistant Varsity Girls Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Reserve Girls Basketball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Girls Basketball Conditioning-Head Coach	2%	3%	4%	\$604	\$905	\$1,207
Jr. High Grade 7 Boys Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Jr. High Grade 8 Boys Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Jr. High Grade 7 Girls Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Jr. High Grade 8 Girls Basketball Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Head Football Coach	17%	18%	19%	\$5,130	\$5,432	\$5,734
Football Conditioning-Head Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Varsity Football Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Junior High Football Coach	9%	10%	11%	\$2,716	\$3,018	\$3,320
Assistant Junior High Football Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Junior High Equipment Coordinator	2%	3%	4%	\$604	\$905	\$1,207
Golf Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Head Girls Softball Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Summer Softball-Head Coach	3%	4%	5%	\$905	\$1,207	\$1,509
Assistant Softball Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Head Track Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Track Coach	8%	9%	10%	\$2,414	\$2,716	\$3,018
Junior High Boys Track Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Junior High Girls Track Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Cross Country Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Junior High Equipment Coordinator	2%	3%	4%	\$604	\$905	\$1,207
Head Volleyball Coach	9%	10%	11%	\$2,716	\$3,018	\$3,320
Reserve Girls Volleyball Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Junior High Volleyball Coach	4%	6%	6%	\$1,207	\$1,811	\$1,811

	Exhibit F					
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Head Girls Soccer Coach	9%	10%	11%	\$2,716	\$3,018	\$3,320
Assistant Girls Soccer Coach	5%	6%	7%	\$1,509	\$1,811	\$2,112
Head Wrestling Coach	10%	11%	12%	\$3,018	\$3,320	\$3,621
Assistant Wrestling Coach	8%	9%	10%	\$2,414	\$2,716	\$3,018
Junior High Wrestling Coach	6%	7%	8%	\$1,811	\$2,112	\$2,414
Athletic Director	17%	18%	19%	\$5,130	\$5,432	\$5,734
Boys Athletic Manager	13%	14%	15%	\$3,923	\$4,225	\$4,527
Girls Athletic Manager	9%	10%	11%	\$2,716	\$3,018	\$3,320
Head Cheerleader Advisor	5%	6%	7%	\$1,509	\$1,811	\$2,112
Assistant Cheerleader Advisor	4%	5%	6%	\$1,207	\$1,509	\$1,811
Assistant Cheerleader Advisor-Junior High	3%	4%	5%	\$905	\$1,207	\$1,509
Elementary Art	1%	2%	3%	\$302	\$604	\$905
High School Art	1%	2%	3%	\$302	\$604	\$905
Future Homemakers Association (FCLA)	3%	4%	5%	\$905	\$1,207	\$1,509
Marching Band Duties-Assistant Director	5%	6%	7%	\$1,509	\$1,811	\$2,112
Marching Band Duties-Directors	14%	15%	16%	\$4,225	\$4,527	\$4,828
Pep Band	2%	3%	4%	\$604	\$905	\$1,207
Band Flag Corps	10%	11%	12%	\$3,018	\$3,320	\$3,621
Accompanist-Musical	2%	2%	2%	\$604	\$604	\$604
Stage Band Director-Musical	2%	2%	2%	\$604	\$604	\$604
School Musical Director	6%	6%	6%	\$1,811	\$1,811	\$1,811
Business Manager-Musical	3%	3%	3%	\$905	\$905	\$905
School Musical Vocal Coach	2%	2%	2%	\$604	\$604	\$604
Show Choir Director	2%	3%	4%	\$604	\$905	\$1,207
D-Club Advisor	5%	6%	7%	\$1,509	\$1,811	\$2,112
National Honor Society	2%	3%	3%	\$604	\$905	\$905
Business Professional Association	7%	8%	9%	\$2,112	\$2,414	\$2,716
Channel 13 Coordinator	6%	7%	8%	\$1,811	\$2,112	\$2,414
Computer Director & Computer Maintenance	5%	6%	7%	\$1,509	\$1,811	\$2,112
School Newspaper Advisor	3%	4%	5%	\$905	\$1,207	\$1,509
Delphi	6%	7%	8%	\$1,811	\$2,112	\$2,414
Prom Coordinator	4%	4%	4%	\$1,207	\$1,207	\$1,207
Science Club	1%	2%	2%	\$302	\$604	\$604
Science Fair and Projects	1%	2%	2%	\$302	\$604	\$604
Student Council Advisor-High School	2%	3%	4%	\$604	\$905	\$1,207
Student Council Advisor-Middle School	2%	3%	4%	\$604	\$905	\$1,207
French Club Advisor	1%	2%	2%	\$302	\$604	\$604
Spanish Club Advisor	1%	2%	2%	\$302	\$604	\$604
Special Education Coordinator	4%	4%	4%	\$1,207	\$1,207	\$1,207
Summer Driver's Education-Book Portion	4%	4%	5%	\$1,207	\$1,207	\$1,509

	Exhibit F			Exhibit F		
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Vocational Agriculture Advisor	17%	18%	19%	\$5,130	\$5,432	\$5,734
Freshman Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358
Sophomore Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358
Junior Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358
Senior Class Advisor	N/A	N/A	N/A	\$358	\$358	\$358

*Reduced by 4% for each week of extended service above two weeks

Notes:

1. Pay is 1% less for non-certified personnel
2. Failure to adequately perform duties will result in payroll deduction at conclusion of school year

Student Supervision Pay Rate for Non-Supplemental Contract Holders

1. Approval required from administrator prior to activity.
2. \$103.42 per weekend contest-total maximum contests 5 per year (Saturday-Sunday)
\$62.03 per weekday evening contest-total maximum contests 5 per year (Monday-Friday)
3. Hourly Rate Current tutoring rate-\$14.74 per hour-up to maximum 25 hours per year
4. Saturday School Supervision Rate-\$21.14 per hour

The following principals will apply

1. To give extra pay for extra hours-the regular school day is prescribed in the "Policies, Rules, and Regulations". If the teacher is given class time off for extra-class responsibilities, extra pay should be prorated accordingly.
2. To classify activities growing out of the regular school program (grading papers, counseling with failures in regular class, homework activities, supervision of make-up work, participation in community activities, and Class advisors, PTO meetings, detention supervision, Carnival, etc.) as part of the assigned school load and are so construed by the State Department of Education.
3. To give additional pay for added responsibility and the use of specialized skill
4. To contain a principle of flexibility-our extra-class pay schedule is flexible enough for adjustment if, in the judgment of the Superintendent of Schools,

Principals, and the negotiation committee, the nature of the particular work warrants additional pay

5. Examples are Scholastic Bowl, Math-Spelling Contests, God-Flag-Country, Conventions, etc

**DELPHOS CITY SCHOOLS
PROFESSIONAL LEAVE FORM
APPLICATION**

EMPLOYEE NAME _____ DATE _____

BUILDING OR DEPARTMENT _____

I HEREBY REQUEST PROFESSIONAL LEAVE FOR THE DATE OF:

Month Day Year

PURPOSE OF LEAVE: _____

Supervise Student Activity Contracted Professional Day

Date SIGNATURE OF PROFESSIONAL STAFF MEMBER

APPROVED

DISAPPROVED

REASON IF DISAPPROVED: _____

Date SIGNATURE OF PRINCIPAL

APPROVED

DISAPPROVED

REASON IF DISAPPROVED: _____

Date SIGNATURE OF SUPERINTENDENT

**DELPHOS CITY SCHOOLS
GRIEVANCE PROCEDURE FORM**

Aggrieved Person, Persons and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or persons to whom grievance is directed _____

_____ Initiated on Step _____

STATEMENT OF GRIEVANCE: (Give the specific language of the Agreement that has been misinterpreted, violated or misapplied.)

ACTION REQUESTED:

Have you discussed this with your immediate supervisor?

_____ Yes _____ No

Grievant

**DELPHOS CITY SCHOOLS
EVALUATION REPORT**

TEACHER EVALUATION OBJECTIVES

1. To establish a record of teacher performance to become a part of the teacher's personnel file.
2. To facilitate better communication between principal and teacher.
3. To improve teaching performance in a professional and dignified manner.
4. To promote professional growth.

NUMBER OF EVALUATIONS PER YEAR

Evaluations are at the Principal's discretion or at the Teacher's request. It is suggested that each teacher be evaluated at least once per year unless the contract is to be renewed, then at least twice especially if the teacher is to receive a continuing contract.

New teachers will be evaluated during the second nine weeks. If a teacher is having difficulty in the classroom a conference between the principal and the teacher will be held using page 4 of the evaluation sheet. Then a follow-up conference between the principal and the teacher with time for improvement to be decided by the principal and the teacher. The results of the following conference will be summarized on page 4 of the evaluation sheet.

EXHIBIT I

**DELPHOS CITY SCHOOLS
ACCUMULATIVE EVALUATION REPORT**

RATING SCALE: 1—Outstanding 2—Above Average, Very Good
 3—Satisfactory, Favorable 4— A Weakness
 5—Unsatisfactory 6— No Basis for Rating

<u>PERSONAL QUALITIES</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
-- General Appearance	---	---	---	---	---	---
-- Adaptability/Flexibility	---	---	---	---	---	---
-- adapts to unforeseen changes in routine	---	---	---	---	---	---
-- Cooperation with Teachers and Administrators	---	---	---	---	---	---
-- Dependability/Reliability	---	---	---	---	---	---
-- follows guidelines and policies in faculty handbook	---	---	---	---	---	---
-- gives adequate notice when going to be absent	---	---	---	---	---	---
-- Punctuality	---	---	---	---	---	---
-- on time for school	---	---	---	---	---	---
-- starts class on time	---	---	---	---	---	---
-- prompt in meeting schedules and duties	---	---	---	---	---	---
-- completes records promptly	---	---	---	---	---	---
-- Self-Control	---	---	---	---	---	---
-- Tact	---	---	---	---	---	---
-- saying the right thing at the right time	---	---	---	---	---	---
-- being prudent in dealing with others	---	---	---	---	---	---
-- Positive Attitude	---	---	---	---	---	---
-- comments and actions are positive toward students, staff and system	---	---	---	---	---	---

EXHIBIT I

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>PREPARATION FOR TEACHING</u>						
-- Evidence of effective daily and long range lesson planning	---	---	---	---	---	---
-- Supplies and materials ready in advance	---	---	---	---	---	---
-- Provides for individual differences	---	---	---	---	---	---
-- Maintains current interest in education	---	---	---	---	---	---
-- takes refresher courses, uses professional days and professional materials	---	---	---	---	---	---
<u>INSTRUCTIONAL SKILLS/TEACHING PERFORMANCE</u>						
-- Behavioral objectives defined clearly	---	---	---	---	---	---
-- Lesson presented effectively/ objectives reached	---	---	---	---	---	---
-- Used thought-provoking questions (more than just factual answers required)	---	---	---	---	---	---
-- Student response evident during the lesson	---	---	---	---	---	---
-- Used audio-visual aids purposeful	---	---	---	---	---	---
-- Sympathetic understanding of students evident (consideration of individual student needs)	---	---	---	---	---	---
-- Uses a variety of techniques to help the students understand the lesson	---	---	---	---	---	---

EXHIBIT I

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
-- Assignments and tests are clear and constructive	---	---	---	---	---	---
-- Class displays and bulletin boards reflect teacher planning and functional	---	---	---	---	---	---
<u>DISCIPLINE MANAGEMENT</u>						
-- Professional relationship/rapport with students	---	---	---	---	---	---
-- Behavior of students	---	---	---	---	---	---
-- Attention to student health, safety and general welfare	---	---	---	---	---	---
-- Housekeeping and general appearance of room	---	---	---	---	---	---
-- Care of equipment and materials	---	---	---	---	---	---
-- Evidence of good student work/study habits High standards of work encouraged/shoddy work unacceptable	---	---	---	---	---	---
-- Evidence that students are learning self-discipline, cooperation and respect for one another and for authority	---	---	---	---	---	---

EXHIBIT I

DELPHOS CITY SCHOOLS
ACCUMULATIVE ACTIVITIES OBSERVED TEACHER and/or PUPIL ACTIVITIES

1. TYPE OF ACTIVITY OBSERVED LENGTH OF OBSERVATION _____

2. COMMENDABLE POINTS

3. IMPROVABLE POINTS

FOLLOW-UP CONFERENCE

DATE _____

TEACHER COMMENTS (limited to one page)

Signature of Observer/Principal

Signature of Teacher
(The signature does not necessarily mean agreement, only that a conference has been held.)

FINAL RATING 1 -- Outstanding
 2 -- Above Average
 3 -- Satisfactory
 4 -- Weak
 5 -- Unsatisfactory

DATE _____

EXHIBIT J

**DELPHOS CITY SCHOOLS
PERSONAL LEAVE REQUEST - CERTIFICATED STAFF**

"A teacher shall be granted up to four (4) days of leave with pay, without deduction from other leave benefits, in order to take care of personal business which cannot be taken care of in off-duty hours, without having to state any reasons other than personal business for the taking of such leave, provided that four (4) days' prior notice is given to the principal or other immediate supervisor. Approval with less than four (4) days' notice may be granted in the Superintendent's discretion. Personal leave will not be allowed for shopping, for seeking other employment or for working other employment. No more than ten percent (10%) of the teachers District-wide may take personal leave on the same day (rounded up to the nearest whole)."

(Master Agreement, page 21)

Printed Name of the Applicant: _____

I understand all the conditions of this request. Request is

for the date of _____
(Date)

Date Signed

Signature of Staff Member

Building Principal

Superintendent

Date

Date

DELPHOS CITY SCHOOLS
ABSENCE REPORT FOR SICK LEAVE
2011-2012 School Year

This report is to be forwarded to the Superintendent not later than the second
work day after returning to work from sick leave.

Employee's Name _____

Date(s) of Sick Leave Usage _____

Date Signed

Employee's Signature

**Delphos City Schools
Tuition Reimbursement Plan Application
2011-2012 School Year**

Application Deadlines

Application shall be submitted to the superintendent's office prior to the first day of classes of the semester or quarter for which the teacher is applying for reimbursement.

1. Name of Teacher _____

2. College or University
you Plan to Attend
(include address) _____

(check one)
Semester _____ Quarter _____

3. Number of Hours You Plan to Take _____

4. Purpose of Applying for Tuition Reimbursement (check all that apply)

- _____ Re-certification
- _____ Upgrade teaching skills to meet school goals
- _____ Obtain certification to teach a course requested by the administration
- _____ Other (explain) _____

5. Anticipated Hourly Cost of
Courses Referenced on This
Application \$ _____ per hour

6. Signature of Applicant _____

Date of Application _____

Note: The Board shall allocate a maximum of \$10,000 for the July 1 to June 30 allocation period, and to each successive twelve (12) month period.

Reimbursement shall not exceed 50% of the tuition cost, not to exceed \$120.00 per approved semester hour, or \$90.00 per approved quarter hour -- reimbursement shall not exceed the actual cost of tuition.

Payment shall be made upon submission to the Superintendent of an official grade card verifying successful completion of the course or courses, and an official receipt or other documentation acceptable to the Superintendent verifying payment.

(For Office Use Only)

1. Number of Hours Applied For _____
Semester _____ Quarter _____

2. Anticipated Reimbursement to Applicant
based on application #3 and #5 _____

(Note: Official receipt will determine actual payment)

3. Approved _____
Disapproved _____

Superintendent's Signature _____

Date _____