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**AGREEMENT**

**BETWEEN**

**THE DELAWARE AREA CAREER CENTER  
BOARD OF EDUCATION**

**AND**

**THE DELAWARE AREA CAREER CENTER  
EDUCATION ASSOCIATION**

**June 30, 2011**

**TO**

**JUNE 29, 2014**

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## 101 RECOGNITION STATEMENT

The Delaware Area Career Center Board of Education, hereinafter called the "Board" or the "Employer," hereby recognizes the Delaware Area Career Center Education Association/OEA/NEA (DACCEA/OEA/NEA), hereinafter called the "Association," as the sole and exclusive representative of employees in the bargaining unit for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code.

## 102 BARGAINING UNIT DEFINED

102.1 The bargaining unit will include all full-time and regular part-time employees of the Board who are employed under regular contracts. The superintendent, directors, assistant directors, supervisors, public relations, all other management-level, supervisory and confidential employees, and temporary or substitute teachers who are employed fewer than sixty (60) days will be excluded from the bargaining unit.

## Included:

Certified: All certified staff, meaning all full-time and part-time certified employees of the Employer who are employed under regular teaching contracts (the historic unit).

Classified: Custodians, Aides, Cooks, Secretaries, Maintenance Personnel, Clerical Employees, Accounts Payable Clerk, Supply Clerk, and Duplicating Clerk.

Excluded: Superintendent, Directors, Assistant Directors, Temporary or Substitute teachers, Administrative Assistant to the Superintendent, Administrative Assistant to the Treasurer, Payroll/Benefits Manager, Building and Grounds Supervisor, Cafeteria Manager, Human Resources Coordinator, Public Relations, Jobs for Ohio Graduates (JOG) Staff, Adult Education Certified Staff, and all other employees excluded under Section 4117.01(C) of the Ohio Revised Code.

102.2 Employee(s) in the defined unit will be referred to as bargaining unit member(s) or employee(s).

102.3 All full-time positions not specifically listed as excluded are included within the bargaining unit.

## 103 EMPLOYEE RIGHTS

103.1 All employees in the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified.

103.2 Neither the Board nor the Association will discriminate against any member of the bargaining unit by reason of membership or non-membership in the Association, race, color, religion, military status, national origin, ancestry, sex, age, or disability.

- 201 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 which supersede the procedures listed in Section 4117.14(C) (2)-(6) and any other procedures to the contrary.
- 202 If either party wishes to terminate, modify or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than seventy-five (75) nor more than ninety (90) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties will collectively bargain in good faith to reach a successor agreement. At the first bargaining session both parties will submit their complete initial proposals for a successor agreement. Neither party may submit additional initial proposals beyond those already submitted unless the other party agrees. Submission of counterproposal's to items already submitted does not constitute noncompliance with this provision.
- 202.1 Each party's initial proposal will be limited to eight (8) items in addition to salary, insurance, and new legal requirements arising during the term of the current contract.
- 202.2 Each party's eight items will be identified by a specific chapter or section within the Agreement, unless the item qualifies as a new item.
- 202.3 The provisions of this agreement which neither party proposes to terminate nor modify will be part of any successor collective bargaining agreement. This will not be considered an extension of the expiring Agreement.
- 203 If no agreement is reached by the fourteenth (14th) calendar day preceding expiration of the Agreement, or some other mutually agreed date, both parties will request the services of the Federal Mediation and Conciliation Service. The mediator will have the authority to hold bargaining sessions or conferences with representatives of the parties. The parties may mutually and voluntarily agree to submit all issues in dispute to any alternative dispute resolution procedure.
- 204 When tentative agreement on a successor contract is reached by the representatives, it will be submitted to the Association for ratification. The tentative agreement then will be submitted to the Board for approval after Association ratification. If ratified by the Association and adopted by the Board, the tentative agreement will be executed by representatives of the parties and will become a binding collective bargaining agreement.

- 301 The Association recognizes that the Board and the Superintendent are solely vested with the authority to manage the Delaware Area Career Center. The Board and Superintendent will have the right to take any action they consider necessary and proper to effectuate management policy expressed or implied. There is no duty to bargain over such decisions. The Board recognizes that it is obligated to bargain about the effect(s) of management decisions that affect the wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.
- 302 Except as modified by the specific and expressed terms of this Agreement, the Board hereby retains and reserves to itself and the Superintendent all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws of Ohio and of the United States, including but not limited to the right 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, including the conduct and performance expected of personnel, its overall budget, utilization of technology, and organizational structure; manage and direct personnel, including the right to select, hire, supervise, evaluate, retain, promote, transfer, assign, schedule, or layoff personnel and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means, or personnel by which school operations are to be conducted including the management facilities and determination of the type of equipment, programs and work to be performed; suspend, discipline, or terminate personnel; determine the adequacy of and effectively manage the work force; determine and carry out the overall mission, goals, programs and services of the school district and to utilize personnel in a manner determined by the Board to effectively and efficiently meet these purposes; promulgate and enforce work rules, orders, policies and procedures; determine work schedules and the beginning and ending times of the workday.

- 401 For the purposes of this Chapter, and except as otherwise provided herein, Association representatives will be limited to Association officers, building representatives and committee chairpersons who are bargaining unit members.
- 402 Association representatives will have the right to schedule the use of school buildings to conduct meetings provided that such use does not interfere with or interrupt normal instructional programs, building maintenance, or previously scheduled activities. Such use must be approved in advance by the appropriate administrator.
- 403 Association representatives will have the right to transact official business on school property during non-working hours of the bargaining unit members involved, provided that such business does not interfere with or interrupt normal instructional programs.
- 404 Association representatives will have the right to use typewriters, duplication equipment and computer terminals which they normally use provided the equipment is not in use for school programs or other previously scheduled activities. The Association will be financially liable for any damage to, or loss of, the equipment when such damage or loss results from the Association's unreasonable, improper, or negligent use of it; and the Association will reimburse the board for the cost of supplies used.
- 405 The Board will provide the Association with bulletin board space. The representatives of the Association will have the right to post notices of its activities and matters of concern on such bulletin board space; however, the space may not be used to post partisan political material or material defamatory of the Board or its administration.
- 406 Association representatives will have the right to use the school district's mailboxes.
- 407 At the conclusion of staff meetings, Association representatives may make announcements pertaining to Association business.
- 408 The Association president or his/her designee will be notified in advance of the time, date, and place of all board meetings and will receive a copy of the full agenda, excluding all material which is confidential and not a matter of public record, for each Board meeting with, or as soon as possible after, notification.
- 409 The Association President or his/her designee will be provided copies at the Association's expense of the following district available information when such information is requested in connection with collective bargaining in Chapter 200:
- 409.1 A copy of the training and experience grids for bargaining unit members
- 409.2 Bargaining unit members paid on any other supplemental, extended service or special hourly rate.
- 410 Association business will be conducted outside of regular working hours. However, if both the representatives of the Board and the representatives of the Association agree to meet during working hours, the representatives will be paid.

- 411 Bargaining unit members may authorize the Board to make payroll deductions for membership dues, initiation fees, and assessments of the Association as follows:
- 411.1 The Association will submit a written authorization signed by the unit member for payroll deduction on a form provided by the Association to the Board's Treasurer on or before October 20, of any year the unit member begins payroll deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. In the event a refund is due a unit member, it will be the responsibility of the Association to make such a refund.
- 411.2 Except as provided for in Section 411.3, below, authorized payroll deductions will be made in equal installments from each paycheck beginning with the first pay in November.
- 411.3 If unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check. If a unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her next payroll check after the Board's Treasurer receives notification of such revocation.
- 411.4 Any such authorization revocation must be made in writing and in duplicate. It must be submitted to the Board's Treasurer and to the President of the Association.
- 411.5 Following the completion of deductions from each payroll, the Board's Treasurer will remit the amount which was deducted to the Association treasurer at his/her home address in check form made payable to "The Delaware Area Career Center Education Association."
- 411.6 The Association will provide the Board's Treasurer a list of those unit members who authorized payroll deduction, the amount to be deducted for each unit member, and any new authorization forms received by the Association. This will be done no later than October 20, each year.

## 501 PURPOSE

- 501.1 The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

## 502 DEFINITIONS

- 502.1 "Grievance" will mean a claim by an employee(s) that there has been a violation, misinterpretation, or misapplication of a term(s) of this contract. The employee(s) making the claim will sign the grievance.
- 502.2 "Grievant" will mean employee(s) or the Association who claim to be adversely affected by a violation, misinterpretation, or misapplication of a term of this contract by the Board or its administration.
- 502.3 "Immediate Supervisor," for purposes of the grievance procedure, will mean the lowest level administrator having the authority to resolve the grievance.
- 502.4 "Day" will mean actual work day; except that from June 1 through August 31 of each year, "days" will mean week days, exclusive of Saturdays, Sundays, and state or federal holidays.

## 503 RIGHTS OF THE GRIEVANT

- 503.1 The grievant has the right to Association representation at all meetings and hearings involving the grievance. The grievant may not be represented by any other labor organization other than the Association.
- 503.2 An employee 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 may be present at the adjustment. The Association representative may be present at, but will not participate in, the meeting at which the adjustment occurs unless the adjustment of the grievance is inconsistent with the terms of the contract, or unless specifically requested to do so by the grievant(s).
- 503.3 Grievance forms will be exhibited in the appendix of this Contract and will be readily accessible to all members of the bargaining unit.
- 503.4 The Association will receive copies of all communications in the processing of grievances.
- 503.5 The Association will have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

## 504 TIME LIMITS

- 504.1 The number of days indicated at each step in the procedure will be maximum and may be extended only by written mutual agreement of the parties.
- 504.2 Failure of the grievant to comply with these time lines will result in the grievance being waived.

504.3 Failure of the Employer to comply with the time lines will entitle the grievant to appeal to the next step.

505 GRIEVANCE PROCEDURE

505.1 Informal Step

Within ten (10) days of the act or occurrence on which a grievance may be based an employee(s) will discuss a grievance with the employee's immediate supervisor. The employee(s) will schedule a meeting with the immediate supervisor to discuss the problem and will inform the supervisor the matter will become the subject of a written grievance if not resolved. Lack of a response within ten (10) days will move the grievance to the next step.

505.2 Step One

505.2.1 If the employee(s) is (are) not satisfied with the supervisor's response, or if the supervisor has not responded, the grievant(s) will submit the grievance in writing on the appropriate grievance form to the immediate supervisor within ten (10) days after submission of the informal claim. The written grievance will state the name(s) of the grievant(s), the act(s) on which the grievance is based, the date(s) of the act(s) and the specific section(s) of the Contract violated and the specific relief sought. The immediate supervisor will schedule the hearing with the employee(s) within ten (10) days after receipt of the written grievance.

505.2.2 Within ten (10) days of the conclusion of the hearing, the immediate supervisor will forward his/her written response to the grievant(s).

505.3 Step Two

505.3.1 If the grievant(s) is (are) not satisfied with the immediate supervisor's response, the grievant(s) may appeal to the Superintendent by filing a written appeal of the grievance to the Superintendent within ten (10) days of the grievant's(s') receipt of the immediate supervisor's response.

505.3.2 Within ten (10) days of his/her receipt of the form the Superintendent or his/her designee, will arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

505.3.3 Within ten (10) days after the hearing, the Superintendent or his/her designee will provide a written response to the grievant(s).

505.4 Step Three

505.4.1 If the grievant(s) is (are) not satisfied with the Superintendent's response, the grievant(s) may appeal to the Board within ten (10) days of the receipt of the Step Two response.

505.4.2 At its next regular meeting, the Board will hold a hearing on the grievance. Within ten (10) days after the hearing by the Board, the President of the Board will provide a written response to the grievant(s).

505.5 Step Four

505.5.1 If the grievant(s) is (are) not satisfied with the disposition in Step Four, he/she may request to the Association that the grievance be submitted to arbitration within ten (10) days after receipt of the disposition at Step Four. The grievant's(s') request for arbitration will be by certified mail,

with return receipt requested, to the Association and to the Superintendent. If the Association agrees to submit the matter to arbitration, the Superintendent or his/her designated representative and the Association will mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names. A second list of seven (7) names may be requested by either party before the parties begin selecting an arbitrator by the "alternate strike method." An arbitrator will be selected from the first or second list by the "alternate strike method." Each party will have three strikes. A toss of a coin will determine who strikes first.

505.5.2 Once the arbitrator has been selected, he/she will conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

505.5.3 The arbitrator will hold the necessary hearing promptly and issue the decision within such times required by the AAA rules or as may be agreed upon. The decision will be in writing and a copy sent to all parties' present at the hearing. The decision of the arbitrator, if within the limits of authority set forth herein, will be binding on the Board, the Association, and the grievant. Binding arbitration will be the sole and exclusive remedy for an alleged violation of this Agreement. The Association, Association representatives or employees may not file any unfair labor practice charge or any other action concerning any matter which constitutes a grievance under 502.1. Nothing herein will be construed as waiving a bargaining unit member's right to seek redress from a court for violation of his/her constitutional rights.

The arbitrator will not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor to add to, detract from, or modify the language herein, arriving at his/her decision concerning an issue presented that is proper within the limitations expressed herein. The arbitrator will not have the authority to rule contrary to the law of the State of Ohio. The arbitrator will expressly confine himself/herself to the precise issue(s) submitted for arbitration and will have no authority to decide any other issue(s) not submitted to him/her.

The arbitrator will not interfere with management prerogatives involving the Board's discretion. He/she will not limit or interfere with the powers, duties, and responsibilities of the Board under Chapter 300 of this Agreement, applicable law, and state and federal regulations having the force and effect of law.

No grievance will be arbitrated together with any other grievance except by mutual consent of the parties.

The cost of arbitration will be borne by the losing party, except that each party will bear the cost of its own representative(s). The arbitrator will identify specifically the losing party within his/her written decision and opinion and assign the arbitration costs thereto.

## 506 MISCELLANEOUS

506.1 All communications, regarding grievances, will be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Employer will

provide the Association with copies of all communications between itself and the grievant if the grievant has elected not to be represented by the Association.

- 506.2 Constructive receipt by the Employer will be construed to be the delivery date to the appropriate supervisor's office.
- 506.3 Constructive receipt by the Association will be construed to be the delivery date to the designated office of the Association.
- 506.4 Grievance meetings and hearings will be scheduled in accordance with the provisions of Section 410 of this Agreement, and at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 506.5 No reprisals or recriminations will be taken against any employee who files or takes part in a grievance.

- 601 The purpose of the Employee-Management Committee is to provide a process and a means whereby the employer and the Association can work constructively together for the general welfare and improvement of the school district.
- 602 The Superintendent and the Association President, and/or their designees, agree to meet at least monthly, unless otherwise agreed to by the parties.
- 603 Whenever possible, the Superintendent and the Association President will identify a tentative agenda for such meetings two (2) days in advance of each meeting.

- 701 This Chapter will supersede Chapter 1347 of the Ohio Revised Code and any other contrary provisions of law.
- 702 There will be an official personnel file for each unit member maintained in the Board office. Payroll information and employment records may be maintained separately by the Treasurer and Superintendent respectively. Administrators and supervisors may maintain their own, personal, independent files solely for their own use. The personnel file will be kept confidential to the extent allowed by law.
- 703 Unit members and/or their authorized representatives will have access to their personnel files upon reasonable request. At the time of such review, the unit member will be entitled to copies of any materials in his/her file at his/her expense.
- 704 Except as may otherwise be required by state law, access to a personnel file will be limited to the Board and/or its counsel, the Superintendent, the Treasurer, and other administrators who directly supervise the unit member. A log will be kept in the file to show who and when a file is accessed.
- 705 A unit member may attach a written statement of reply to any item which is placed in his/her file. All material to be placed in a unit member's personnel file will be signed by the responsible administrator and, if applicable, will include the name(s) of those who are the source of any material. When any performance-based information is placed in the personnel file, the member will receive written notification within ten (10) calendar days.
- 706 If a unit member disputes the accuracy, relevance, timeliness or completeness of material in his/her file, or compliance with any provision of this Chapter, he/she may file a written complaint with the Superintendent who will conduct an investigation. The complaint will specify the reasons why the bargaining unit member believes the material lacks one or more of these qualities or is in violation of any of these provisions.
- 706.1 If the Superintendent determines the complaint has merit, the material in dispute will be modified or removed from the unit member's file.
- 706.2 If the Superintendent denies the complaint or fails to respond, the unit member is entitled to assume the status of a grievant following Step Two of the Grievance Procedure (Chapter 500).
- 707 Material in a personnel file may also be removed upon written mutual agreement of the unit member and the administrator who made the entry, or the Superintendent.
- 708 A bargaining unit member will be given a copy of any written evaluation or reprimand. The unit member will sign to acknowledge receipt. One signed copy will be given to the unit member and one will be retained in his/her personnel file. The employee's signature does not necessarily indicate agreement with the contents of the document.

## 801 CRITERIA FOR EVALUATION OF CERTIFIED STAFF

801.1 An employee will be evaluated based on the criteria set forth in the District's established evaluation instrument and forms.

801.2 Amendments to such instruments and forms will be developed by a committee of bargaining unit members and administration.

## 802 PROCEDURES FOR EVALUATION OF CERTIFIED STAFF

## 802.1 Evaluator

An employee's evaluation will be conducted by the employee's immediate supervisor or another supervisor or administrator designated by the Superintendent. In the event of illness of the assigned evaluator, the evaluator will be another supervisor or administrator. In the event an employee performs work under the supervision of more than one supervisor, each supervisor may provide input to the evaluation of the employee. The evaluator will not be a bargaining unit member.

## 802.2 Orientation

Each new employee will be notified in writing of the name and position of the evaluating supervisor and will be given a copy of the evaluation instrument. Current employees will be advised in writing of any change in the evaluation supervisor.

## 803 OBSERVATIONS OF CERTIFIED STAFF

## 803.1 Schedule of Observations

A minimum of two formal observations will be conducted to support each evaluation. A formal observation will last a minimum of thirty (30) minutes. If after the second formal observation an employee's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted to support the evaluation.

## 803.2 Evaluation - Teachers Under Limited Contract

## 803.2.1 Non-tenured employees who are employed:

- For a full school year,
- Whose contracts are due to expire and,
- Are in their first through fourth years of employment with the district, or on a probationary contract

will receive 2 evaluations and will be observed between October 1 and December 20 and January 15 and March 15, respectively.

## 803.2.2

Those who are in their fifth or subsequent years of employment and in the final year of their contract with the district, will receive one evaluation and will be observed between October 1 and December 20. Only those, whose performance has been found deficient to the extent that a recommendation of contract non-renewal or other adverse personnel action is a strong possibility, will be required to receive a second evaluation and will be observed between January 1 and April 1.

- 803.3            Evaluation - Teachers Under Continuing Contract  
An evaluation of tenured employees should be arranged on a three (3) year cycle basis, unless an employee's performance is deficient. In that case, such employee will be evaluated more frequently. Employees who are scheduled to be evaluated will be observed no later than March 1.
- 804            IDENTIFICATION OF DEFICIENCIES FOR CERTIFIED STAFF
- 804.1            The evaluating supervisor or administrator will give the employee, in writing, specific recommendations regarding any improvements needed and the means by which the employee may obtain assistance in making such improvements.
- 805            FINALIZATION OF EVALUATION OF CERTIFIED STAFF
- 805.1            First Written Evaluation For Non-Tenured Employees  
No later than January 10 a copy of the first evaluation report will be given to the employee. A conference will be held to review the evaluation no later than January 10. If the employee is to be given a second evaluation, the first observation will be held at least fifteen (15) days following the receipt of the first evaluation. A conference will be held to review the evaluation.
- 805.2            Second Written Evaluation For Non-Tenured Employees  
No later than April 10 a copy of the evaluation report for the employee's evaluation will be given to the employee. A conference will be held to review the evaluation no later than April 10.
- 805.3            Written Evaluation For Tenured Employees  
No later than April 10 a copy of the evaluation report for the employee's evaluation will be given to the employee. A conference will be held to review the evaluation no later than April 10.
- 805.4            Completion of Evaluation Process  
The evaluation of an employee will be based upon the observations of the employee's performance and will acknowledge the performance strengths of the employee evaluated as well as deficiencies, if any. The evaluator will note pertinent data used to support the conclusions reached in the evaluation report. The evaluation report will be signed by the evaluator. The evaluation report will be signed by the employee to verify notification to the employee that the evaluation will be placed in his/her official personnel file, but the employee's signature will not be construed as the employee's agreement with the contents of the evaluation report.
- 805.5            Response to Evaluation  
The employee will have the right to make a written response to the evaluation within ten (10) working days of receipt of the evaluation and to have it attached to the report to be placed in the employee's official personnel file. A copy signed by both parties will be retained by the employee.
- 806            SUPERSEDING PROCEDURE FOR EVALUATION OF CERTIFIED STAFF  
This Article will supersede Section 3319.111 of the Ohio Revised Code and will not apply to supplemental or extended service contracts. Likewise, this procedure will not apply to substitutes or teachers on leave for sixty (60) or more work days.

807 SCHEDULE FOR EVALUATION - CLASSIFIED STAFF

Each classified employee will be evaluated by his/her immediate supervisor on the following schedule based on the following types of contracts:

One-Year Limited	Once (See paragraph 2 below)
Two-Year Limited	Once in second year of the contract (See paragraph 2 below)
Continuing	At least once within a three year period.

Classified employees new to the district will have a 90-day probationary period inclusive of the one-year limited contract. The district may evaluate these new employees and retain or not retain their services within the 90-day period.

Evaluations will be conducted prior to January 15 and, if necessary, the second evaluation by April 15 of any fiscal year. Within ten working days of the evaluation, a meeting will be held between the evaluator and the employee to discuss the written evaluation. Bargaining unit members may not challenge the contents of the evaluation, but may attach comments to an evaluation if they disagree with its contents.

808 SUPERVISOR SURVEY

A committee, comprised of the Superintendent and/or the Superintendent's designee and three (3) association members, will develop or revise a customer service survey and procedure to survey staff opinions relating to their immediate supervisors by November 30 each year. The customer service survey will be completed by staff and submitted to the Superintendent by May 30<sup>th</sup>.

## 901 TERMINATION AND NON-RENEWAL OF A CERTIFIED CONTRACT

The first contract of a teacher may be terminated at any time without specified reasons upon written notice to the teacher as follows: five (5) work days' written notice during the first twenty (20) work days; ten (10) days' written notice thereafter through the first sixty (60) work days; and twenty (20) work days' notice following the first sixty (60) work days. The provisions of this section supersede Sections 3319.16 and 3319.161 of the Ohio Revised Code and the teacher may not grieve or arbitrate such termination.

902 The termination of all other limited contracts and continuing contracts will be in accordance with Sections 3319.16 and 3319.161 of the Ohio Revised Code.

903 The regular limited contract of an employee may be non-renewed in accordance with the following procedures:

903.1(a) Non-renewal of a teacher's first four one-year limited contracts or a probationary contract issued under Sections 903.3 or 905 may be accomplished by a resolution of the Board declaring its intention not to reemploy the employee at the expiration of his/her limited contract. The Board will give the employee written notice of the action on or before April 30 of the year in which the contract expires. Such notice will be given to the employee by the hand of an administrator or the Treasurer, or by certified U.S. mail delivery to the teacher's last address on file with the Board.

903.1(b) A teacher may challenge procedural noncompliance with the requirements of 903.1(a), above, through the grievance and arbitration procedure but may not contest the substance of, or reasons for, the Board's non-renewal action, or the superintendent's recommendation of such action.

903.2 Non-renewal of a teacher's fifth and subsequent contracts will be accomplished in accordance with the provisions of section 903.1, above; except that such non-renewal will be only for just cause and may be challenged through the grievance and arbitration procedure. As used in this Section, just cause means incompetence, inefficiency, immoral conduct, insubordination, repeated violation of Board policies or work rules made known to all employees or any other similar reason(s). This section will not apply to probationary contracts issued under sections 903.3 or 905 below.

903.3 A teacher who has completed at least four (4) limited contracts, who is not eligible for a continuing contract, may also be given a one or two-year probationary contract with written reasons directed to professional improvement. A teacher may receive more than one probationary contract.

904 Nothing in this chapter will apply to supplemental, extended service or substitute contracts. Such contracts will expire automatically at the conclusion of their terms. Notice of non-renewal will not be required for such contracts.

## 905 CONTINUING CONTRACTS FOR CERTIFIED STAFF

A teacher who is eligible for a continuing contract and who submits a written request to the Superintendent for consideration for a continuing contract by March 15 may be non-renewed, may be given a continuing contract, or may be given one (1), one- or two-year,

probationary, limited contract with written reasons directed toward professional improvement. The Superintendent will give the teacher the written reasons no later than April 30 of the year in which his/her contract expires. The Board will take action on the Superintendent's recommendation and give notice thereof by April 30 as well. If the teacher is re-employed after receiving one (1), one or two-year, probationary, limited contract, he/she will receive a continuing contract. Noncompliance with the requirements of this section will result in the granting of a continuing contract to a teacher otherwise eligible for a continuing contract.

906 The provisions of this Chapter (sections 900 through 906) will supersede the requirements of Section 3319.11 of the Ohio Revised Code.

907 **TERMINATION AND NON-RENEWAL OF A CLASSIFIED CONTRACT**

All new, non-teaching employees will be initially employed on a one year contract, the second contract will be a limited two-year contract; and those classified bargaining unit members who are employed for years four and thereafter will be given a continuing contract. Per 3319.081 of the Ohio Revised Code, an employee who is hired mid-year will be given a two-year contract at the beginning of the second year of employment. Per 3319.083 of the Ohio Revised Code, limited contracts may be non-renewed upon expiration of the contract. The Board must give the employee notice on or before April 30 if it intends not to reemploy the classified staff member. Failure to give such notice will render the bargaining unit member re-employed.

The first year limited contract will include the 90-day probationary period. Employees will be properly placed on the regular hourly pay scale for their classification. If the employment of said employee is continued beyond the 90-day probationary period, the employee will serve out the remainder of the one-year contract. Termination of classified bargaining unit members who hold continuing contracts will be for just cause and may be challenged through the grievance and arbitration procedure. As used in this Section, just cause means incompetence, inefficiency, immoral conduct, insubordination, repeated violation of Board policies or work rules made known to all employees or any other similar reason(s). Termination procedures for classified bargaining unit members will be in accordance with Section 3319.081 of the Ohio Revised Code.

908 **ADMINISTRATIVE LEAVE**

When an employee is placed on administrative leave, the Superintendent will provide to the employee a general written reason for the leave.

## 1001 INITIATION

When the Board of Education, in its sole discretion, determines it is necessary to reduce the number of bargaining unit positions, the Board may make reductions by suspension of contracts.

## 1002 REASONS FOR REDUCTION IN FORCE

A reduction in force may occur only for the following reasons:

- 1002.1 Decline in student enrollment in the district as a whole or in a particular program;
- 1002.2 Return of an employee from leave of absence;
- 1002.3 Suspension of schools or territorial changes affecting the District;
- 1002.4 Financial reasons, including the lack of funding for a program or programs for the ensuing year.

## 1003 SENIORITY

1003.1 When used in this chapter, seniority is defined as years of continuous employment in the bargaining unit with the School District. Seniority will be determined as follows:

- 1003.1.1 The date of the Board meeting at which the employee was hired, and then by
- 1003.1.2 The date on which the employee submitted a completed job application, and then by
- 1003.1.3 Total experience, and finally by
- 1003.1.4 The decision of the Superintendent.

1003.2 Seniority will be lost when a bargaining unit member resigns or leaves the employ of the Board due to non-renewal or termination of contract, except that bargaining unit members who have had their contracts suspended as part of a reduction in staff will have layoff recall rights as provided in this Chapter.

## 1004 IMPLEMENTATION

In determining the bargaining unit members to be reduced, the following sequence will be used:

- 1004.1 An employee(s) will be laid off in reverse seniority order, that is, least senior employee is the first to be laid off in each affected area of certification or classification. Within the Business Technology program, in order to exercise seniority, the employee must have Ohio Department of Education certification/licensure and the appropriate "industry credential" for program moving into. "Industry credential" means the credential that the student is eligible to earn.
- 1004.1.1 In determining the order of layoff, employees holding credentials or training required by ODE, a State of Ohio credentialing/licensing entity, Business Partner Agreements, College or University Partnerships, to

deliver curriculum will be given preference. Equal opportunities will be provided to employees relating to credentials and training requirements.

1004.2 Layoff will occur by suspension of a contract. The contract of an affected employee that expires prior to the effective date of the reduction in force will be renewed and then suspended to implement the layoff. This will not prevent a non-renewal as per chapter 900.

1004.3 An employee to be laid off due to reduction in force will be given thirty (30) days advance written notification prior to the effective date of the reduction in force. The Association will be sent a copy of said notification at the same time. The notice will state the reason for reduction in force, the effective date of contract suspension, and the date of the employer's action to implement the reduction in force.

1004.4 On or before April 30, the Board will provide written notification to employees whose contracts will be suspended.

#### 1005 RECALL RIGHTS

Employees whose contracts have been suspended will have rights to recall as follows:

1005.1 All rights provided in this provision for employees on recall status will be limited to twelve (12) months. The twelve (12) month recall period will begin to run from June 30th.

1005.2 Employees whose contracts were suspended as part of a reduction in force will be recalled in order of seniority as positions become available in the certification or classification area in which the employee was working at the time of suspension.

1005.3 Employees on recall status will keep the Superintendent informed of their current addresses, name change and telephone numbers. Notification of recall will be by certified mail, return receipt requested, to the employees last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days of the date of the returned receipt will remove the employee from recall status.

1005.4 The rights herein granted to an employee will be forfeited by the employee should he/she: (1) waive his/her recall rights in writing, (2) resign, (3) fail to accept recall as provided for herein, or (4) fail to report to work in a position that he/she has accepted within three (3) school days after such acceptance.

#### 1006 LAYOFF RIGHTS

An employee on layoff status will have the following rights:

1006.1 The right to continue receipt of group insurance coverage at the employee's expense upon timely payment of the entire premium amount as directed by the Treasurer as provided for under COBRA.

1006.2 The right to retain seniority credit during the period of layoff, but not to accrue additional seniority during layoff.

1006.3 Credit for salary (teachers) or hourly wage (classified personnel) placement, upon recall, for actual full-time service while on layoff consisting of 120 days or more in any fiscal year.

1007 MISCELLANEOUS

1007.1 A seniority list will be prepared and kept updated ranking all employees in the District by seniority in each area of certification or classification. The Association president will be supplied with this list and each update. The Board will provide a list to the Association president by January 1 of each year.

1007.2 Only procedural compliance with this Chapter will be subject to the grievance procedure.

1101 All leaves under this Chapter will be with full pay and fringe benefits except as noted herein. Time spent while on any leave provision in this Chapter will count for salary schedule placement purposes as established in Chapter 1400. Falsification of any leave request in this Chapter will result in termination of employment.

1102 SICK LEAVE

1102.1 All bargaining unit members who work less than twelve (12) months will accumulate sick leave credit at the rate of one and one-quarter (1¼) days per month. Those members who work twelve (12) months will accumulate one and one half (1½) days per month.

1102.1.1 Maximum accumulation will be 230 days.

1102.2 Each new unit member in their first year of employment who has exhausted his/her accumulated sick leave will be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they will be deducted from the sick leave accumulated during that contractual year, or if necessary, the following contractual year.

1102.3 If a unit member ends Board employment prior to repaying advanced sick leave, the appropriate per diem amount will be deducted from the member's last paycheck.

1102.4 Along with each payroll check, each unit member will be issued a statement of his/her accumulated sick leave from the Treasurer.

1102.5 Sick leave may be used for any absence of the unit member due to personal illness, actual disability due to pregnancy, leave due to child birth and recovery (six weeks, unless extended by the bargaining unit member's physician), injury, exposure to contagious disease which could be communicated to other employees or to school children and for any absence due to illness, or death in the unit member's immediate family. Sick leave will only be granted for illness or injury in the immediate family.

1102.6 For the purposes of this chapter, the immediate family will be defined as a relative who resides in the employee's household or is a father, mother, sister, brother, husband, wife, child, grandparent, grandchild, in-law, stepchild or foster child.

1102.7 Employee leave (excluding cooks) will be calculated on the following basis:

- two (2) hours or less will be deducted 1/4 day of leave
- two (2) to four (4) hours will be deducted 1/2 day of leave
- four (4) hours to six (6) hours will be deducted 3/4 day of leave (3/4 day leave will only be granted if the employee has reported to work.)
- six (6) hours or more will be deducted one (1) day of leave

Leave for cooks will be calculated on the following basis:

- one and one-half (1-1/2) hours or less will be deducted 1/4 day of leave
- one and one-half (1-1/2) to three (3) hours will be deducted 1/2 day of leave

- three (3) to four and one-half (4-1/2) hours will be deducted 3/4 day of leave (3/4 day leave will only be granted if the employee has reported to work.)
- four and one-half (4-1/2) to six (6) hours will be deducted one full day of leave

1102.8 The unit member will complete a sick leave form prescribed by the Board justifying the use of sick leave, within five (5) workdays following the unit member's return to work from sick leave. Failure to submit the sick leave form will result in the employee receiving no pay for the day(s). Four consecutive days' absence requires doctor's certification.

1102.9 No sick leave will be granted or credited to a unit member after the effective date of his/her retirement or termination of employment. Non-renewed contract holders will accumulate sick leave through June, July and August. Fringe benefits will continue through August.

1102.10 When a unit member becomes aware of the need to use sick leave, he/she will notify his/her immediate supervisor or the supervisor's designee so that arrangements can be made for a qualified substitute. Classified personnel will directly notify their immediate supervisor at least one hour in advance of their starting time when it is necessary to be absent because of illness or otherwise.

1103 PERSONAL BUSINESS LEAVE

1103.1 With the superintendent's approval, all bargaining unit members may be granted up to a maximum of three (3) days Personal Business Leave per contract year, with pay, for the discharge of any personal business.

1103.2 Bargaining unit members who begin work under a contract prior to September 15 are eligible for three (3) days Personal Business Leave; those beginning prior to January 1 are eligible for two (2) days; and those beginning prior to April are eligible for one (1) day only.

1103.3 Persons seeking approval must complete the necessary form (Personal Business Leave Request) in triplicate and submit this request form to the Superintendent at least three (3) working days prior to the date leave is requested for. In case of an emergency, it may be necessary to transact the leave request by telephone and if approved, to complete the necessary documents upon return. The Superintendent's approval of the leave will not be unreasonably withheld.

1103.4 Personal Business Leave may be used in one-quarter (1/4) day increments. Absence of any portion of a day will be calculated according to 1102.7 in the Sick Leave Policy.

1103.5 Members of the bargaining unit who do not use personal business leave days during the fiscal year may choose to either:

- (a) have up to three (3) unused days converted to days of sick leave or
- (b) be paid for up to three (3) unused days at the rate of the employee's per diem of the year in which the days could have been used.

If sick leave credit is selected, the Treasurer will credit the sick leave day as of June 30th of the school year in which the days could have been used. If payment is selected, the Treasurer will make the payment prior to the beginning of the next school year, or within 30 days after June 30th. Payment will be made in a lump sum.

If no personal leave is used during the contract year, the bargaining unit member may elect to roll over one (1) of his/her three (3) personal leave days to the next contract year in lieu of payment or conversion. The bargaining unit member may still use options (a) or (b) for the remaining personal leave days. The maximum number of personal leave days that may be accumulated is five (5) days.

Employees may not use more than three (3) consecutive days of personal leave at any one time unless approved by the Superintendent.

1103.6 For the purposes of this article, "personal business" will be defined as business requiring the attendance of the bargaining unit member during the unit member's regular duty day and at a time over which the unit member has no effective control and other extenuating circumstances as approved by the Superintendent.

#### 1104 ATTENDANCE AT PROFESSIONAL MEETINGS

1104.1 Upon the written approval of the Superintendent, unit members may be released from contractual duties with pay to attend meetings, conferences, or related activities as a means of improving instruction/services and employee competencies.

A professional meeting is a workshop, conference, seminar, visitation, convention or other similar meeting which has as its chief purpose the dissemination of educational information which will further the competencies of school personnel in the performance of their school assignments.

The Superintendent or the Superintendent's designated administrator may approve or reject employee requests for attendance at in-state professional meetings of three (3) instructional days or less duration. For any meeting out-of-state or extending more than three (3) instructional days' duration, the approval of the Superintendent and Board of Education is required.

The Superintendent or the Superintendent's designated administrator, at his/her discretion, will grant employees compensation and expenses (part of or maximum allowable by Board) for days on which he or she is excused, and to provide and pay the salary of a substitute for such days. The allowable expenses approved for an employee will be paid by the Board from the appropriate fund of the school district provided that statements of expenses are furnished in accordance with this provision.

1104.1.1 Maximum allowable reimbursement of the following expenses is:

- a. Transportation costs, if incurred, at current mileage rate or actual common carrier ticket cost.
- b. Hotel/motel expenses will be reimbursed at the conference rate or a reasonable area rate.
- c. A reasonable cost for meals will be reimbursed when overnight travel is authorized. (If the meeting home after 7:00 p.m. an evening meal may be authorized).
- d. Actual costs of registration fee shown on receipt (excluding organization dues).
- e. Miscellaneous parking and local transportation will be reimbursed upon submission of receipt.

1104.2 The school calendar approved by the district will include "COTA DAY" as a professional development day when bargaining unit members may elect to

participate in the inservice programs offered by OEA/Central, and/or in-service programs developed by their respectable building, and/or show documentation of attendance at a summer professional meeting of at least seven (7) hours for which there is prior approval and for which the Board does not reimburse the bargaining unit member.

- 1104.3 All requests for attendance at job-related meetings must be submitted in quadruplicate on the appropriate form. Employees will limit their requests to areas of interest directly relating to their particular field of employment by the Board.
- 1104.4 The Superintendent will approve or reject all requests within five (5) working days after receipt thereof, and submit one copy to the originator of such request, one copy to the director/principal and one copy to the Treasurer.
- 1104.5 Requests for attendance at meetings of more than three (3) days duration, must be submitted to the Superintendent not less than thirty (30) days prior to the next Board meeting.
- 1104.6 After each meeting attended, employees will submit an itemized expense statement (with one set of receipts for hotel/motel bills, meals, transportation except when driving, registration fees and miscellaneous expenses) on the standard Expense Voucher Form to the Superintendent for his or her approval. Upon approval by the Superintendent, a copy of itemized statement and receipts will be submitted to the Treasurer for issuance of a purchase order and reimbursement check.
- 1104.7 All requests for professional meetings must have the prior approval of the employee's immediate supervisor and/or director/principal before it is submitted to the Superintendent. If a request is denied, the supervisor and/or director/principal will have a discussion with the employee regarding the reason for denial.
- 1104.8 In considering requests, the following guidelines will apply:
- 1104.8.1 Representation at a particular meeting must be in the best interest of the Delaware Area Career Center.
- 1104.8.2 The necessary expenses must be within the resources of the Board as reflected in the appropriations measure.
- 1104.8.3 The number of previous meetings attended by the person initiating the request.
- 1104.9 Requests for reimbursement will not be made for meetings/conferences where the employee is reimbursed directly by the Ohio Department of Education or from any other source. Any partial reimbursement from other sources will be deducted from the maximum allowable reimbursement rate established by the Board.
- 1104.10 The President of the Association may designate up to five (5) days paid leave per school year for use by the President or his/her designees in attending professional organizational meetings for the benefit of employees, the Board, and the community. The cost of these days will be shared equally by the Board and the Association. The cost will mean the cost of a substitute. Such days will not be subject to Board/Superintendent approval but leave will be requested in writing five working days in advance of its use.

1105 EMPLOYMENT-RELATED COURT APPEARANCES/JURY DUTY

1105.1 The Board will pay a unit member called for jury duty his/her regular rate of pay. The employee will submit to the Treasurer all compensation received for serving as a juror, less the amount of any necessary and actual expenses. Each bargaining unit member serving as a juror will communicate daily with his/her supervisor concerning the likely termination of the duty. If an employee is dismissed from jury duty before the end of the instructional or work day, the employee will return to work.

1105.2 A unit member who is subpoenaed to appear as a witness in a court of law to give testimony in his/her capacity as a Board employee will be granted the number of days or partial days actually needed for the testimony. This provision will not apply to any case where the Board or administration is an adverse party. The unit member will submit a written request for leave in advance to the Superintendent with a copy of the subpoena.

1106 MILITARY LEAVE

Permanent public employees, as defined in section 5903.01 of the Revised Code, who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or members of other reserve or regular components of the "uniformed services" of the United States, as defined by 38 U.S.C. 4303, are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing "service in the uniformed services," as defined by 38 U.S.C. 4303, for periods, not to exceed twenty-two eight-hour work days or one hundred seventy-six hours in any one calendar year, for each calendar year in which the uniformed service is performed. Reinstatement of employees after service in the uniformed service will be in conformance with 38 U.S.C. 4312-4313.

1107 ASSAULT LEAVE

1107.1 A unit member who must be absent due to physical disability resulting from an unprovoked or unjustified assault on such unit member which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function will be granted assault leave providing all of the standards in Section 1107.02, below, are met.

Full pay status (days not charged to sick leave) under Assault Leave will be granted up to a maximum of the first twenty (20) days of said disability. At the end of the twenty (20) days the unit member may at his/her option use sick leave or receive workers' compensation (if eligible) for the period of the physical disability.

1107.2 A unit member requesting Assault Leave will complete and submit to the Superintendent an Assault Leave request form provided by the Board which will include the following:

1107.2.1 Date and time of occurrence.

1107.2.2 Identification of the individual(s) causing the assault (if known).

1107.2.3 Facts and circumstances surrounding the assault.

1107.2.4 A certificate from a licensed physician describing the nature of the injury sustained causing absence.

- 1107.2.5 A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).
- 1107.2.6 Signature of the assaulted unit member.
- 1107.3 If sick leave becomes exhausted beyond the five (5) days advance as set forth in Section 1102.2, above the unit member may apply for further sick leave. Whether such additional leave is granted will be determined solely by the Superintendent.
- 1107.4 A disability resulting from assault will terminate when the unit member can return to the assignment held prior to the disability or the unit member becomes eligible and takes disability retirement provided under the provision of the State Teachers Retirement System program or the State Employees Retirement System.
- 1107.5 A unit member disabled as a result of assault who has used assault leave or a combination of assault leave and sick leave will be returned to the same position held at the time of the incident whenever possible.
- 1107.6 In cases where the unit member is unable to work for an extended period of time beyond the period covered by the assault and sick leave, it will be the Board's and Administration's prerogative to require initial and continuing medical substantiation for the absence. The Board will pay the full cost of all required medical examinations.

1108 HOLIDAYS AND VACATIONS FOR CLASSIFIED BARGAINING UNIT MEMBERS

- 1108.1 After the first year of employment, vacation will be accumulated on the anniversary of the employee's start date.
- 1108.2 Vacation for twelve (12) month employees will be as follows:
 

Years Completed	Weeks Vacation
1 - 6 years	= 2 weeks
7 - 12 years	= 3 weeks
13 - 19 years	= 4 weeks
20 and up	= 5 weeks
- 1108.3 All other classified employees will participate in legal holidays and recesses as specified in the school calendar adopted annually by the Board of Education.
- 1108.4 New classified employees may request up to five (5) days vacation time prior to the anniversary date of their starting date, providing they have been employed full time for seven (7) or more consecutive months in the district. Such days used will be charged against the employee's next year's vacation time.
- 1108.5 In the event of any legal or other holiday observed by the Board (as reflected in the school calendar) should fall on Saturday, the Friday immediately preceding will be observed as the holiday. In the event such holiday falls on Sunday, the Monday immediately succeeding will be observed as the holiday.
- 1108.6 Employees with prior service with the state or any political subdivision of the state are entitled to have service counted for the purpose of computing the amount of vacation leave in the school district (R.C. 9.44). It will be the responsibility of the employee to have such credit verified in writing to the Superintendent.

- 1108.7 Upon separation from employment, a non-teaching school employee will be entitled to compensation at the current rate of pay for all lawfully accrued and unused vacation leave to the employee's credit at the time of separation, not to exceed the vacation leave accrued to the employee's credit for the two years immediately preceding the separation and the prorated portion of the employee's earned but unused leave for the current year.
- 1108.8 An employee must notify and receive approval by the Superintendent or designee at least ten (10) working days prior to changing a day of vacation. The Superintendent may waive the requirement.
- 1108.9 Twelve month employees will receive the following holidays (eleven days):
- |                                   |                        |
|-----------------------------------|------------------------|
| July 4 (Independence Day)         | New Years' Day         |
| Labor Day                         | Martin Luther King Day |
| Thanksgiving                      | President's Day        |
| Day after Thanksgiving            | Good Friday            |
| Day before or day after Christmas | Memorial Day           |
| Christmas                         |                        |
- 1108.10 Ten-month employees will receive the following holidays: (seven days)
- |                        |                        |
|------------------------|------------------------|
| Labor Day              | Martin Luther King Day |
| Thanksgiving           | President's Day        |
| Day after Thanksgiving | Memorial Day           |
| Christmas Day          |                        |
- 1108.11 Nine month employees will receive the following holidays: (six days)
- |              |                        |
|--------------|------------------------|
| Labor Day    | Martin Luther King Day |
| Thanksgiving | President's Day        |
| Christmas    | Memorial Day           |
- 1109 SICK LEAVE DONATION
- 1109.1 If an employee has suffered an illness or injury and has already exhausted all accrued sick and personal leave, the employee may apply for a donation of sick leave from other employees. Requests for donated sick leave will be made on the approved Sick Leave Donation Request Form.
- 1109.2 A committee comprised of the Superintendent, Treasurer, and three (3) bargaining unit members will review all requests for donations of sick leave and determine on a case-by-case basis whether the requesting employee's illness or injury meets the definition of sick leave as defined in the Negotiated Agreement (Section 1102.5).
- 1109.3 The donation of sick leave days by employees is strictly voluntary. Employees may request donations more than once in any school year, but are limited to a maximum of ten (10) donated days per school year. Employees may donate one (1) full day of sick leave per school year per each request for donation(s).
- 1110 VETERAN'S DAY RECOGNITION
- 1110.01 The Board and the Association mutually agree to coordinate recognition of staff members who have or are actively serving in the military.

## 1201 GENERAL PROVISIONS

1201.1 The following conditions will apply to any Leave which is taken under this Chapter.

1201.1.1 A unit member will become responsible for the full premium payment of all insurance programs in force that he/she elects to keep at the first full premium due date following the commencement of the unit member's unpaid leave status.

1201.1.2 Time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence or earned annual salary increments.

1201.1.3 An earlier termination of leave, if requested in writing by the unit member, will be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

1201.1.4 Upon return to duty, the unit member will resume the contract status he or she held prior to the leave of absence unless the member has been granted a continuing contract while on leave in accordance with applicable law. In addition, the Board may offer a change in the contract from full-time to part-time, part-time to full-time, or part-time to another part-time contract. If the unit member agrees to a change, the contract may be so altered. The Board is under no obligation to offer such a change.

## 1202 CHILD CARE LEAVE

1202.1 The following provisions will apply to unpaid child care leave:

1202.1.1 In connection with the birth or adoption of his/her child, a unit member may apply for and will be granted an unpaid leave of absence for the balance of the school year in which it is requested.

1202.1.2 The application will be made not later than sixty (60) days prior to the effective date of the leave.

1202.1.3 If the unit member requests an extension, such request must be submitted sixty (60) days prior to the expiration date of the leave. Extensions will be at the option of the Superintendent.

1202.1.4 If a mother and father are both employed by the district, either unit member may apply for leave. Leave will not be granted to both.

1202.1.5 The bargaining unit member will inform the superintendent in writing by March 30 of his/her intent to return to duty for the coming school year. If the employee fails to give this notification, he/she will forfeit any right to resume regular employment the following year.

## 1203 MEDICAL LEAVE

1203.1 When a unit member applies for an unpaid leave for purposes of illness or disability, it will be granted for a period of the illness or disability not to exceed two (2) consecutive school years. Application for said leave will be made in

writing as soon as possible to the Superintendent and will be submitted with a certificate by the attending physician validating the need for such leave.

1203.2 Notwithstanding the provisions of Section 1201.13 above, the unit member will notify the Superintendent of his/her intentions to return to service sixty (60) days prior to the expiration of medical leave, except that the Superintendent will have the discretionary authority to waive all, or any part of the required advance notice. A certificate by the attending physician authorizing return to work is required.

#### 1204 OTHER UNPAID LEAVES

1204.1 A unit member may, with the Superintendent's approval, be granted an unpaid leave of absence. Written application will be made to the superintendent stating the purpose of the leave, the period of time involved, and a signed statement regarding the need for, or desirability of, said leave. Requests for unpaid leave will be limited to educational or professional purposes. Leaves of absence will not be granted for recreational or vacation purposes or for the purpose of seeking or engaging in other employment.

1204.2 The following conditions will apply to any leave which is granted under this Section:

1204.2.1 Such leave will be for the remainder of the school year in which it is taken.

1204.2.2 The request must be submitted at least sixty (60) days prior to the date of leave. Said request will be submitted to the Superintendent in writing.

1204.2.3 The employee will inform the Superintendent by March 30th of his/her intention to return to duty in the forthcoming school year. Such notification will be made by U.S. certified Mail, return receipt requested. If the employee fails to give this notification, he/she will forfeit any right to resume employment the following year.

1204.2.4 No leave will be granted unless there is a qualified substitute available to replace the applicant.

1204.2.5 If the employee elects to purchase retirement credit for the time spent on leave, the employee will pay the Board's retirement contribution for the leave period as well as the employee's contribution.

1204.2.6 Pursuant to the Family and Medical Leave Act of 1993, all bargaining unit members covered by this agreement, in addition to, or, as an elected alternative to the provisions herein provided above, will be entitled to an unpaid leave of absence with all employment benefits for a period of twelve (12) work weeks during any twelve (12) month period for one (1) or more of the following:

- a. because of the birth of a son/daughter and in order to care for such child or children.
- b. placement of a son/daughter with the bargaining unit member for adoption or foster care.
- c. in order to care for the spouse, or a son/daughter or parent of the bargaining unit member if such son, daughter or parent of the bargaining unit member has a serious health condition.

d. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Bargaining unit members utilizing this provision will be returned to the exact same position held prior to the leave.

The Board will require bargaining unit members to use paid sick leave concurrently with Family and Medical Leave Act (FMLA).

- 1301 During the school year, bargaining unit or promotional vacancies will be posted in each district building for a period of five work days. The Superintendent will determine when a vacancy exists, whether it will be filled, when it will be posted, and by whom it will be filled. If it is determined that a vacancy exists, a posting will be prepared within sixty (60) days.
- 1302 Employees may apply for a vacancy that is of interest or that offers a promotion or higher salary. All classified postings will include class. Vacancies and application procedures will be enclosed with the bargaining unit member's notice of direct deposit.
- 1303 Employees who want further information about a position will contact the Superintendent's office. Upon receipt of applications from interested employees, the Superintendent's office will provide such applications to the interview committee.
- 1303.1 The interview committee will consist of the vacant position's supervisor, three affected bargaining unit members, and selected additional staff.
- 1303.2 The applications will be evaluated by the interview committee based upon the employee's qualifications for the position. The qualifications will be based on skill level, evaluations, experience level, education level, attendance, etc. When applicants are equally qualified, seniority within the district will be the determining factor.
- 1303.3 The supervisor will facilitate the committee's review of applications and provide the Superintendent with a recommendation. The Superintendent then will review the recommendation of the interview committee and fill the vacant position.
- 1303.4 When an open, classified position exists, the most senior, qualified employee who works within the same class as the open position and applies for the position will receive the position.
- 1304 Employees who have applied for a vacancy, and who meet the stated qualifications for it, will be given consideration commensurate with the consideration given any possible candidates from outside the School District.
- 1305 Only procedural compliance with the provisions of this Chapter may be challenged through the grievance procedure and arbitration procedures.

## 1401 LUNCH PERIOD

1401.1 All unit members will have an uninterrupted, duty-free lunch period of thirty (30) minutes each day. Unit members leaving school premises during their duty-free lunch period will check out and check in with the main office.

## 1402 HEALTH AND SAFETY

No bargaining unit member will be required to work under any unsafe or unhealthy conditions.

## 1403 SUBSTITUTION

An employee, who is asked by an administrator to substitute for any other employee who is not able to fulfill their regular duties, will be paid at their own hourly pay rate beginning with the first occurrence of such substituting during a given year. (Only applies to conference periods, not administration changed assignments, such as move from hall duty to cover class, etc.)

Bargaining unit members needing a substitute will notify their supervisor at least twenty-four (24) hours in advance, except in emergencies. Employees will not be required to obtain their own substitutes when their absence has been approved by their supervisor.

## 1404 MILEAGE REIMBURSEMENT

Each employee will be reimbursed for authorized automobile expense at the rate per mile which the IRS has established.

## 1405 WORKDAY

The regular instructional day for classroom teachers will be seven and one-half (7 1/2) hours inclusive of a thirty (30) minute duty-free lunch period and minimum of one planning/preparation period. Any teacher who teaches both first year and second year labs will receive an additional one-eighth (1/8) day pay in compensation for the loss of their planning/preparation period during the regular school day. Librarians, counselors, special personnel and part-time personnel will not be entitled to a daily planning period.

The regular workday for classified personnel will be as follows:

Facilities and Materials	
Management	8 hours per day
Food Service	5 to 7-1/2 hours per day
Office Personnel	7-1/2 hours per day
Technology Personnel	8 hours per day
Aides	7 ½ hours per day

1405.1 Each employee will be required to sign in at the main office upon arriving at work each day and will sign out upon his/her departure at the end of the day.

1405.2 Certified staff will perform their assigned professional duties outside the regular instructional day, including, but not limited to, youth club organization activities, parent-teacher conferences, advisory committee meetings, District Evaluations, career exploration functions, recruitment and other similar duties. Mandatory participation on committees will be limited to two staff committees per year (excluding the advisory committee).

1406 WORK YEAR

If the number of actual work days in the regular school year is increased to more than one hundred eighty-five (185), teachers will be paid their regular rates for each additional day added to the school year. This provision will not apply to summer school or any other supplemental pay.

The work year for classified personnel will be as follows:

12-month employees	260 days
10-month employees	212 days
9-month employees	188 days

1407 CALAMITY DAYS, DELAYS AND EARLY DISMISSALS FOR CLASSIFIED BARGAINING UNIT MEMBERS

1407.1 For the first (1<sup>st</sup>) five (5) calamity days annually, if a 260-day bargaining unit member is required or approved by his/her immediate supervisor to report to work, he or she will be granted one (1) additional vacation day, if he or she works the normal work day.

*260-day employees:* If you work your full shift on a day when the high school is called off you will receive one additional vacation day. The treasurer's office will provide a form to document attendance through your supervisor. This applies to all shifts on that day.

*10-month employees:* On a day when the high school is called off indicate your beginning and ending work time to your supervisor and you may use flex time on a non-student day, with your supervisor's approval.

If required to report by an immediate supervisor but does not report for the normal workday, bargaining unit member must take a personal business or vacation day.

The sixth (6<sup>th</sup>) or additional days must be worked.

1407.2 When school is delayed or early dismissed, if a first or second shift employee reports to work at their regularly scheduled time and works for the duration of the employee's regular shift, the employee will receive hour-per-hour compensatory time equivalent to the delay or early dismissal that occurs during the employee's shift.

1407.2.1 When there is a delay or early dismissal, the direct supervisor will determine if the employee is required to be at work for the duration of the employee's regularly scheduled shift.

1407.2.2 At an employee's request and with supervisor approval, an employee may work from home during a delay or early dismissal. Compensatory time will not be awarded.

1408 STUDENT-PARENT MEETINGS

On non-scheduled work time, an employee will be compensated at a per diem rate up to eight (8) hours for conducting student-parent meetings. A double-lab teacher, having more than twenty-five (25) students, may request additional compensation up to eight (8) additional hours for conducting student-parent meetings. Such additional compensation shall be prorated at a rate of one (1) hour for every one (1) to three (3) students. During the student-parent meetings, the employee will complete required paperwork and answer program questions. The employee may conduct student-parent meetings with individuals or groups of student-parents.

1409 PRIMARY INSTRUCTIONAL RESOURCES

Primary Instructional resource(s) review will be accomplished by committees composed of members of the staff and the administration, and may include advisory committees and the Board of Education. These committees will be organized and charged by the Superintendent in accordance with Board Policy. Primary instructional resources will be reviewed on an ongoing basis. Reports and recommendations of primary instructional resources will be made to the Board of Education for its consideration of, and action on, said recommendations.

1410 POLICY MANUAL

Copies of the Board's Policy Manual, with periodic, updated inserts as soon as they are available, can be viewed at the district website.

1411 CRIMINAL RECORDS CHECKS

1411.1 The parties acknowledge that R.C. 3319.31, 3319.39 and 3319.391 require each employee of the Board to submit to periodic criminal records checks through the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI).

1411.2 The Superintendent or designee will send employees a general reminder by February 1 that employees need to submit fingerprint impressions for purposes of a criminal records check for the next school year. The employee shall have until March 1 to submit fingerprint impressions.

1412 LICENSURE AND CERTIFICATION

1412.1 The parties acknowledge that it is necessary for certified employees and some classified employees to maintain current state licensure or certification and/or industry licensure, certification or credentials ("Certification").

1412.2 The Superintendent or designee will send employees a general reminder by February 1 that the employee needs to renew his/her Certification for the upcoming school year. The employee shall submit completed application materials and any supporting documentation for Certification to the LPDC Committee member or appropriate Administrator by March 1.

1413 LAB PROGRAM GUIDELINES

1413.1 A new lab program or a current lab program in existence for at least three years will be governed by the following enrollment guidelines.

1413.1.1 The lab will be maintained as a single teacher program if the following enrollment numbers are met within the respective year of the program: first year- 8 students, second year-12, and third year and beyond-15.

1413.1.2 If a program should fluctuate within one year to a minimum of eight (8) students, the Board agrees to maintain the program for the following school year.

1413.1.3 One level of a lab shall not exceed 25 students. Additional enrollment in the lab must be by mutual agreement between Curriculum Director, Supervisor and instructor.

- 1413.1.4 Any two (2) teacher program existing as of August 26, 2009 may transition to a one (1) teacher program according to either or both of the conditions below:
- (a) When the numbers in a two teacher program are less than thirty-two (32) and greater than twenty-four (24), the program shall remain a two teacher program for one (1) year.
  - (b) When an existing teacher in the affected program leaves the position.
- 1413.2 Student enrollment within special education lab programs will consist of a minimum of 8 students, and a maximum of 12 students. Additional enrollment in the lab must be by mutual agreement between Curriculum Director, Supervisor and instructor.
- 1413.2.1 If a Special Education Lab program's enrollment consists of greater than or equal to eight (8) students, an aide will be provided.
- 1413.2.1.1 An aide may be assigned to the Special Education Lab program when enrollment consists of fewer than eight (8) students, at the discretion of the Superintendent.
- 1413.2.2 If a Special Education Lab program should fluctuate within one year to a minimum of four (4) students, the Board agrees to maintain the program for the following school year.
- 1413.2.3 Project Search is exempt from the provisions of 1413.2, and will be consistent with any Agreement or Memorandum of Understanding with partner entities.
- 1413.3 If a lab program's enrollment consists of greater than or equal to eighteen (18) students, and consists of ten (10) or more special education students without a personal aide, a part-time aide will be assigned accordingly:
- 1413.3.1 In a single teacher program, the Board will hire a qualified aide.
  - 1413.3.2 In a two teacher program, use available certified staff member as aide if available.
- 1414 ACADEMIC PROGRAMS
- 1414.1 Academic teachers will not have more than three (3) different preparations per day. If it is necessary for the district to require an Academic teacher to have more than three (3) preparations, the Academic teacher will receive either an additional preparation period or will be compensated for one eighth (1/8) of his/her per diem rate of pay for each additional preparation assigned.
- 1414.2 The parties agree to form a committee, comprised of at least one Association negotiating team member and the Superintendent and additional members as selected by the negotiating team member and Superintendent, to study the implementation of one (1) professional development/collaboration period, in addition to the preparation period established in 1414.2.
- 1414.2.1 The Committee will submit a Memorandum of Understanding addressing the possible implementation of a professional development/collaboration period by December 15, 2009 to the Board and Association for approval.

1414.3 On or after October 1<sup>st</sup> academic classrooms will not have more than twenty-five (25) students per class.

1415 JOB DESCRIPTIONS

1415.1 Each bargaining unit member will perform the duties set forth in the applicable job description adopted by the Board as a condition of his/her continued employment.

1415.2 If work is assigned outside of an employee's job description on a continuing basis without the employee's prior approval or request, the directive of additional work is grievable.

1415.3 Within the last year of the current contract, the employee job descriptions will be reviewed and evaluated.

1416 FLEX TIME

1416.1 The bargaining unit member and his/her immediate supervisor may agree to adjust the bargaining unit member's workday on specific days to accommodate the needs of the bargaining unit member and/or the district. When agreement cannot be reached between the bargaining unit member and the immediate supervisor, the Superintendent will make the final decision. For long-term change, the immediate supervisor will recommend any change, which meets district needs, to the Superintendent who will determine feasibility and make the final decision.

1417 CALENDAR

1417.1 A committee of three bargaining unit members and three administrators will develop up to three acceptable school year calendars. The three will be sent to the Association for selection of one. The final selection will be recommended to the Board for approval.

- 1501 SALARY SCHEDULE
- 1501.1 All employees will be paid in accordance with the salary schedule and related provisions of this Article.
- 1501.2 The base rate of the salary schedule for teachers will be the Bachelor's Degree Column, Step 0.
- 1501.3 Effective July 1, 2011 the base rate for teachers will be \$36,225.
- 1501.4 The base wage rates for classified employees will be as follows:

**CLASSIFICATION TABLE**

CLASSIFIED CLASSIFICATION	CLASS		
FACILITIES & MATERIALS	<p style="text-align: center;"><b>I</b></p> <p style="text-align: center;">Central Supply Coordinator</p> <p style="text-align: center;">Custodian</p>	<p style="text-align: center;"><b>II</b></p> <p style="text-align: center;">Maintenance Worker</p>	
FOOD SERVICE	One Scale		
OFFICE PERSONNEL	<p style="text-align: center;"><b>I</b></p> <p style="text-align: center;">Aide</p> <p style="text-align: center;">Duplicating Clerk</p> <p style="text-align: center;">Job Coach</p> <p style="text-align: center;">Receptionist</p>	<p style="text-align: center;"><b>II</b></p> <p style="text-align: center;">Accounts Payable Assistant</p> <p style="text-align: center;">Administrative Assistant</p> <p style="text-align: center;">Secretary</p>	
TECHNOLOGY SUPPORT	<p style="text-align: center;"><b>I</b></p> <p style="text-align: center;">Modular Lab Tech Support</p>	<b>II</b>	<p style="text-align: center;"><b>III</b></p> <p style="text-align: center;">Tech Support</p>

- 1501.5 All non-certified bargaining unit members working overtime will have the option of being paid time and a half or accumulating compensatory time at the rate of time and a half for hours worked beyond the employee's normal work schedule during a workweek. Up to one week of compensatory time may be accumulated by the employee. The employee shall coordinate use of compensatory time with the employee's supervisor.
- All classified bargaining unit members working holidays or Sundays will be paid at the rate of two times their normal rate of pay (except normal 5-day schedule which includes Saturday and/or Sunday).
- 1501.6 There will be a \$.25 per hour additional shift payment for all full-time classified bargaining unit members (2nd and 3rd shift).
- 1501.7 Holiday allowance will not be paid when an employee is in a non-paid status the last scheduled day before or the first scheduled day after the holiday.
- 1501.8 No overtime will be paid to any employee, or compensatory time earned, unless it has been authorized in advance by the Superintendent or his/her designee.
- 1501.9 Overtime is not mandatory.
- 1502 PLACEMENT OF THE SCHEDULE
- 1502.1 All teachers must comply with the rules and regulations governing the certification/licensure of teachers as adopted by the State Board of Education and administered by the Division of Certification and by the local professional development committee.
- 1502.2 A year of teaching experience will be granted for 120 days of teaching in a public school under a teacher contract, during any school year (July 1st - June 30th inclusive).
- All non-teaching employees must be employed prior to November 1 of a given school year or worked eight (8) consecutive months (160 work days) under a contract in order to be eligible for the next step or increment on the salary schedule.
- 1502.3 A maximum of ten (10) years teaching experience in public or private elementary or secondary schools or five (5) years of military service and five (5) years of teaching experience will be transferable into the district for teachers.
- Up to six (6) years of work experience in schools, business, industry, and/or government, which is directly related to the position sought, may be recognized on the salary schedule for classified employees. Such a determination will be made by the Superintendent at the time of employment.
- 1502.4 Active military service of eight (8) months or more during a given year will be counted as a full year of credit on the salary schedule, up to the maximum allowable.
- 1502.5 Work experience credit on the salary schedule will apply only to teachers of trade and industrial education, certain occupations for which there is no standard licensure, highly skilled agriculture areas, and in specialized home economics areas for which fully certified personnel are not available and for which positions temporary certificates are issued. Such credit must be approved by the Superintendent and will be based upon the following criteria:

- 1502.5.1 Five (5) years of work experience, apprenticeship or equivalent training directly related to one of the vocational areas listed above, and approved by the State Department of Education, will qualify the successful applicant to be placed at the zero (0) Step on the salary schedule. (Class I.)
- 1502.5.2 Work experience beyond that necessary for initial certification (5) (five years work experience) will be equated at the ratio of one for one (one) (1) year work experience for one (10 years of teaching experience, not to exceed Step 10 on the salary schedule, including military service credit). To receive credit, the work experience must be directly related to the specific vocational field to be taught.
- 1502.5.3 No experience on the salary schedule will be granted for related work experience acquired while earning 10 semester-hours (15 quarters) credit or more.
- 1502.5.4 No work experience of any kind under this section will be accepted in lieu of teaching experience unless such work experience is directly related to the specific vocational field to be taught.
- 1502.5.5 If the total of all work experience to be considered under this section involves a fraction of eight (8) calendar months or more, such fraction will be credited as a full year of work experience toward the maximum allowable.
- 1502.6 All previous experience (teaching, uniformed service or work) to be accepted must be verified directly to the Superintendent by the previous employer(s) or a notarized copy(ies) submitted on forms provided by the school district.
- 1502.7 No fractional increment will be allowed on salary schedules.
- 1502.8 Each certified employee who has worked at least 120 days in a school year will advance annually to the next step on the salary schedule, providing all requirements of this Article have been fulfilled.
- 1502.9 A certified employee on an authorized leave of absence for professional study will be given experience credit of not more than one (1) year on the salary schedule, providing the employee will have successfully completed a minimum of twelve (12) semester or eighteen (18) quarter hours of college course work during each semester or quarter of such leave, and providing such course work has been pre-approved by the Superintendent. No more than one (1) such increment will be granted during the tenure of any employee in the school district.
- 1502.10 Each certified employee who has completed training that would qualify him/her for a higher salary classification will file an official transcript(s) verifying completion of such training. Employee's salary will be adjusted within the next thirty (30) days upon the Superintendent's receipt of official written documentation. The adjustment is effective beginning the next full pay cycle.
- 1502.11 Explanation of Salary Schedule Columns
- Class I - An employee who has completed a Bachelor's degree from an accredited college or university or has met the work experience requirements in 1502.5.
  - Class II An employee who holds a Bachelor's degree and who has completed at least 15 semester hours at an accredited college or university (beyond the Bachelor's degree).

- Class III - An employee who holds a Bachelor's degree and who has completed at least 30 semester hours at an accredited college or university (beyond the Bachelor's degree).
- Class IV - An employee who holds a Master's Degree in an education field or in the subject area of assignment from an accredited college or university.
- Class V - An employee who holds a Master's degree in an education field or in the subject area of assignment from an accredited college or university and who has earned 15 graduate semester hours after receipt of the Master's degree (beyond the Master's degree).
- Class VI - An employee who holds a Master's degree in an education field or in the subject area of assignment from an accredited college or university and who has earned 30 graduate semester hours after receipt of the Master's degree (beyond the Master's degree).
- Class VII - An employee who holds a Master's degree in an education field or in the subject area of assignment from an accredited college or university and who has earned 45 graduate semester hours after receipt of the Master's degree (beyond the Master's degree).

1503 PAY PLAN

- 1503.1 All employees will receive 24 paychecks per year, on the 10<sup>th</sup> and 25<sup>th</sup> of each month, effective August 2006. If the 10<sup>th</sup> and 25<sup>th</sup> fall on a holiday or weekend, the paychecks will be issued on the preceding regular business day. The December 25<sup>th</sup> pay will be dispersed on the last day that school is in session.
- 1503.2 Pay for teachers and aides will begin on the first regular pay period in September. Pay for other classified staff will begin on the first regular pay date after the start of their contract (260-Day Staff – July 1<sup>st</sup>; 10-Month Staff – August 1<sup>st</sup>).
- 1503.3 Electronic payroll is used with all contract employees. Verification of direct deposit will be provided by email. No social security numbers or account numbers will be included in the email.

1504 EXTRA DUTY PAY FOR TEACHERS

- 1504.1 Certified employees specifically assigned by the administration to supervise students outside of the normal work week in district, regional, state or national youth club organization competition will be compensated at the rate of twenty-five dollars (\$25.00) per hour with a ratio of one to five students at a maximum of up to six (6) hours per day compensated. No compensation will be paid under this section unless the employee's participation was necessary to supervise students actually competing and the employee's participation was approved in advance on the prescribed form. Unless approved by the Superintendent or designee, the employee is required to travel in a school vehicle if it is available.
- 1504.2 Employees who are requested by their supervisor to participate in CTSO events hosted by DACC will be paid \$150.00 for planning and participation in the event.

- 1505 EXTENDED SERVICE SALARY FOR TEACHERS
- 1505.1 Employees who are assigned to extended service or summer programs will be paid at the employee's regular hourly rate for hours worked.
- 1506 SUMMER SCHOOL SALARY FOR TEACHERS
- 1506.1 If the Board determines to conduct a summer school, teachers who are employed to teach summer school will be paid a flat hourly rate of thirty dollars (\$30.00).
- 1507 STRS PICKUP FOR TEACHERS, SERS PICKUP FOR CLASSIFIED STAFF
- 1507.1 The Board will assume and pay, or pick up, the mandatory employees' contribution to STRS or SERS required for all STRS or SERS participants, subject to the provisions of this resolution, in lieu of payment of those contributions by said members.
- 1507.2 For purposes of this Pickup Plan, total salary or salary per pay period for each member will be the salary otherwise payable under their contracts and applicable Board policies. The total annual salary or salary per pay period of each member will be payable by the Board in two parts: (1) deferred annual salary and (2) cash salary. A member's deferred salary will be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the Ohio State Teachers Retirement System ("STRS") or the Ohio State School Employees Retirement System (SERS) to be paid as an employee contribution by said member and will be paid by the Board to STRS or SERS on behalf of said member as a "pickup" of the STRS or SERS employees' contribution otherwise payable by said member. A member's cash salary will be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and will be payable, subject to applicable payroll deductions, to said member. The Board's combined total expenditures for members' total annual salaries or salaries per pay period otherwise payable under this Agreement, as amended, (including pickup amounts) and its employers' contributions to STRS or SERS will not be greater than the amounts it would have paid for those items had this provision not been in effect.
- 1507.3 The Board will compute and remit its employer contributions to STRS or SERS based upon total annual salary or salary per pay period, including the "pickup." The Board will report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary or salary per pay period, less the amount of the "pickup." The Board will report for municipal income tax purposes as a member's gross income said member's total annual salary or salary per pay period, including the amount of the pickup. The Board will compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- 1507.4 The pickup will be included in the member's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- 1507.5 The Pickup Plan will be effective as soon as possible after ratification of this agreement. The Plan will terminate immediately if any provision hereof is determined to be contrary to law or if employer pickup should no longer be authorized by the Internal Revenue Service, Ohio Attorney General, the Ohio

State Teachers Retirement System, or by the Ohio State School Employees Retirement System.

1508 SEVERANCE PAY FOR TEACHERS AND CLASSIFIED STAFF

1508.1 Employees who apply and qualify for retirement under the State Teachers Retirement System or the Ohio State School Employees Retirement System, within one hundred twenty (120) days of their last day of actual service with the Delaware Area Career Center will, at the time of their retirement, be granted severance pay in accordance with the following provisions:

1508.1.1 Employees, employed prior to June 1, 2011, with ten (10) or more years service with the district will be paid one-half (1/2) of their accumulated sick leave up to a maximum of 180 days (maximum of 90 days severance pay). Employees hired on or after June 1, 2011, with ten (10) or more years service with the district will be paid one-half (1/2) of their accumulated sick leave up to a maximum of 150 days (maximum of 75 days severance pay).

1508.1.2 Employees with less than ten (10) years service with the district will be paid ten percent (10%) of the above ratio for each year of service.

1508.2 Severance pay will be based upon the employee's daily rate of pay on the salary schedule, not counting extended service, at the time of retirement.

1508.3 Severance payment under this section for unused accumulated sick leave will eliminate all accrued sick leave of the employee in this District.

1508.4 Severance pay will be paid by check and will be paid only once to any employee. The pay will be subject to all legal deductions.

1508.5 Payment will be made within sixty (60) days of the receipt of an eligible employee's application.

1508.6 Applications for severance pay will be made through the office of the Treasurer and must be accompanied by documentation from the appropriate retirement system.

1509 SALARY FOR CLASSIFIED BARGAINING UNIT MEMBERS

1509.1 A classified bargaining unit member with an Associate's Degree or higher in a major related to the position will receive an additional one dollar (\$1.00) per hour.

1509.2 For each computer certification earned, as defined by agreement between the Board and Association, the employee will receive a \$250.00 Bonus.

1510 SUPPLEMENTAL PAY

1510.1 Supplemental contracts as identified in 1510.6 may be awarded to instructors who have responsibilities beyond the normal work day which require supervision of students, planning/coordinating of extracurricular activities, or time to process administrative paperwork which cannot be completed during the regular school day.

1510.2 Those positions to be filled will be jointly recommended to the Board by a committee consisting of the Superintendent and the Association President and will be posted in accordance with the guidelines in Chapter 1300 of this contract.

1510.3 All supplemental contracts will expire at the end of each school year without further action or notice by the Board. If an employee wishes to relinquish his/her supplemental position, he/she will submit a letter to the Superintendent no later than February 1 of any given year.

1510.4 All payment will be made at the last payday in May.

1510.5 Job descriptions for supplemental pay positions will be jointly developed by the Administration and representatives from the Association. Employee performance of supplemental assignments will be considered satisfactory unless the bargaining unit member is notified no later than April of each year that the performance will be reviewed by the Superintendent or his/her designee.

The following is a list of supplemental pay positions. Each school year will be assessed as to positions needed and the Superintendent will add or delete positions appropriately.

BPA Advisor (Local)	\$750
FCCLA Advisor (Local)	\$450
FEA Advisor (Local)	\$375
FFA Advisor (Local)	\$750
Skills USA Advisor (2)(Local)	\$750
Regional CTSO Advisor	Same as Corresponding Advisor
LPDC	\$750
NVTHS	\$375
Student Council (2)	\$375
Yearbook (2)	\$375

1510.6 NATIONAL TEACHER CERTIFICATION

Employees who earn their National Teacher Certification will receive a one-time \$1,000 bonus.

- 1600.1 The Board shall offer a HD/HSA medical insurance plan.
- 1600.2 The Board will contribute one hundred (100) percent of the HD/HSA deductible per year to the HSA for single coverage for eligible employees.
- 1600.3 The Board will contribute one hundred (100) percent of the HD/HSA deductible per year to the HSA for family coverage for eligible employees.
- 1600.4 For employees who are eligible for Medicare, or who receive VA benefits, who elect single coverage, the Board shall contribute an amount equal to one hundred (100) percent of the HD/HSA Deductible per year to a flexible spending account, or shall pay the employee an equivalent bonus.
- 1600.5 For employees who are eligible for Medicare, or who receive VA benefits, who elect family coverage, the Board shall contribute an amount equal to one hundred (100) percent of the HD/HSA deductible per year to a flexible spending account, or shall pay the employee an equivalent bonus.
- 1600.6 The Board will pay 85 percent of the premium for single or family coverage toward hospital, surgical, major medical, prescription drug, vision and dental insurance for all full-time employees who wish to subscribe.
- 1600.6.1 Beginning 2012-2013, annual increases in premiums above 16% will be absorbed by the Employee.
- 1600.7 If more than one family member is employed by the Board, only one family member will be enrolled for family coverage or each may be enrolled for single coverage.
- 1600.8 For each regular part-time employee, the Board will pay a prorated amount of what it pays under 1600.6 based upon the amount of time the employee is contracted to work.
- 1600.9 Each employee will pay the difference between the Board paid amount and the actual monthly premium by payroll deduction.

1601 LIFE INSURANCE

1601.1 Life insurance premium for each eligible member of the bargaining unit will be paid by the Board on the following basis:

<u>Base Salary Schedule</u>	<u>Amount of Life Insurance</u>
Up to - \$20,000	\$40,000
\$20,001 - \$30,000	\$60,000
\$30,001 - and above	\$80,000

- 1601.2 The Board will consult with the bargaining unit and each will agree regarding any changes in coverage, excluding a change in carrier.
- 1601.3 The Board makes available in Internal Revenue Code Section 125:
  - a. Health care premium shelter
  - b. Unreimbursed medical expenses
  - c. Child and elderly dependent care

## 1701 TUITION ALLOWANCE PROGRAM FOR TEACHERS

The Board encourages all certified employees to become involved in a program of personal growth in the teaching profession. One proven means is to take further training at institutions of higher learning. Recognizing that the completion of proper courses at this level will improve the teacher's ability to provide our youth and adults meaningful educational opportunities, the Board will therefore assist certified employees in securing additional educational credits through a Tuition Allowance Program.

## 1701.1 TUITION ALLOWANCE

To be eligible for participation in the Tuition Allowance Program, an employee must:

1. Be under contract and taking a course(s) and/or certification(s) related to the employee's job description, actual field of service or in other work approved. Employee shall be taking the course(s) and/or certifications from an accredited institution (including on-line) approved for teacher education and not through proficiency tests, correspondence schools, etc. This will include those employees required to take the career technical teacher workshop. The career technical teacher workshop allowance requests may be submitted by the September deadline.
2. Complete a course(s) and/or certification(s) with a passing grade of "C" or better.
3. Remain an employee of the Delaware Area Career Center a full year following the completion of a course(s) and/or certification(s) or refund the Board the tuition allowance received (unless laid off pursuant to a reduction in force). (This refund can take place either by withholding from the employee's last check or by the employee paying the Treasurer directly.)
4. Not be receiving other reimbursement for taking the course(s) and/or certification(s) such as a grant, fellowship, or the GI Bill.
5. Use funds for cost of course (tuition) only.

## 1701.2 APPROVING PROCEDURE

Applications will be screened by a committee composed of three teachers, two classified staff (as assigned by the association), one director and the Superintendent (or designee), with the final decision made by committee majority.

## 1701.3 PRIORITY

1701.3.1 Requests for five (5) quarter hours or less will be first priority.

1701.3.2 The maximum number of hours in which a person may be considered for reimbursement will be up to eight (8) quarter hours during each of the fall, winter and spring quarters, and fifteen (15) if the summer term is attended. Even then, hours more than five (5) will have second priority.

## 1701.4 APPLICATION

Employees will apply in writing by using a prescribed application (form). Applications must be submitted to the Superintendent's office by the due date

(deadline) noted on the application form. Application deadlines will be posted in the school calendar. Applications are available in the staff workroom as well as the district website.

1701.5

#### COMPENSATION

1. The Board will allocate a maximum of \$23,000 each year for the Tuition Allowance Program. The year specified will be from June 1 to May 30 of the following year. To assure that more people will have the opportunity to participate in this program, the funds will be allocated on a quarterly basis, with any unused funds being carried over to the succeeding quarter. Using 1700.4.1 and 1700.4.2 as a guide, the total quarterly amount will be equally divided by the number of bargaining unit members who apply for the allowance. The quarter allocations for certified staff are:

Summer	\$5500
Fall	\$6500
Winter	\$5500
Spring	\$5500

2. No employees will be reimbursed for more than 10 semester hours or 15 quarter hours in any one year (July 1 to June 30 of the succeeding year) unless the amount allocated by the Board of Education is not spent. In this case, the employee may be reimbursed for additional hours not to exceed 16 semester hours or 24 quarter hours. Grades need to be turned in within 60 days after completion of course.
3. No employee will be reimbursed more than they actually pay for tuition only.
4. For reimbursement, an employee must have prior approval, by the committee, and will submit to the Treasurer's office an official transcript or grade slip verifying the successful completion of the course or courses.
5. Should the certified/teacher reimbursement fund not be adequate to compensate the members who have requested reimbursement and the classified reimbursement fund has excess funds, the Board may transfer funds from the classified to certified/teacher reimbursement fund. Such transfer will only occur in the last quarter of the school year in which the funds are allocated and after all obligations are satisfied from the classified reimbursement funds.

1701.6

#### TUITION ADVANCEMENT FOR NEW TEACHERS

A newly hired teacher who is required to enroll in coursework for alternative licensure will be advanced tuition for the first quarter/semester.

1701.6.1

The teacher will be required to comply with items 2, 3, and 5 of Section 1701.1.

1702

#### LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1702.1

The Superintendent and the President of the Association will establish a Local Professional Development Committee (LPDC). The membership, function and structure of the LPDC will satisfy all requirements of the Ohio Revised Code

3319.22 as amended by Senate Bill 230. The Board and the Association each reserve all rights under ORC 3319.22.

1703 TUITION REIMBURSEMENT FOR CLASSIFIED STAFF

To be eligible for participation in the Tuition Allowance Program, an employee must:

1. Be under contract and taking a course(s) and/or certification(s) related to the employee's job description, actual field of service, that will benefit the district as a whole or in other work approved and not through proficiency tests, correspondence schools, etc. Employee shall be taking the course(s) and/or certification(s) from an accredited institution (including on-line), unless course sponsor is approved by Superintendent or Superintendent's designee.
2. Complete a course(s) and/or certification(s) with a passing grade of "C" or better.
3. Remain an employee of the Delaware Area Career Center a full year following the completion of a course(s) and/or certification(s) or refund the Board the tuition allowance received (unless laid off pursuant to a reduction in force). (This refund can take place either by withholding from the employee's last check or by the employee paying the Treasurer directly.)
4. Not be receiving other reimbursement for taking the courses and/or certifications such as a grant, fellowship, or the G.I. Bill.
5. Use funds for cost of course (tuition and/or testing fees) only.

1703.1 PRIORITY

1703.1.1 Requests for five (5) quarter hours or less will be first priority.

1703.1.2 The maximum number of hours in which a person may be considered for reimbursement is limited to eight (8) quarter hours during each of the fall, winter and spring quarters, and fifteen (15) if the summer term is attended. Even then, hours more than five will have second priority.

1703.2 APPLICATION

Employees will apply in writing by using a prescribed application (form). Applications must be submitted to the superintendent's office by the due date (deadline) noted on the application form. Application deadlines will be posted in the school calendar. Applications are available in the staff workroom as well as the district Website.

1703.3 COMPENSATION

1. The Board will allocate a maximum of \$4500 each year for the Tuition Allowance Program. The year specified will be from June 1 to May 30 of the following year. To assure that more people will have the opportunity to participate in this program, the funds will be allocated on a quarterly basis, with any unused funds being carried over to the succeeding quarter. Using 1703.1.1 and 1703.1.2 as a guide, the total quarterly amount will be equally divided by the number of bargaining unit members who apply for the allowance. The quarter allocations for classified staff are as follows:

Summer	\$1125
Fall	\$1125
Winter	\$1125
Spring	\$1125

2. No employees will be reimbursed for more than 10 semester hours or 15 quarter hours in any one year (July 1st to June 30th of the succeeding year) unless the amount allocated by the Board of Education is not spent. In this case, the employee may be reimbursed for additional hours not to exceed 16 semester hours or 24 quarter hours. Grades need to be turned in within 60 days after completion of course.
3. No employee will be reimbursed more than they actually pay for tuition only.
4. For reimbursement, an employee must have prior approval, by the committee, and will submit to the Treasurer's office an official transcript or grade slip verifying the successful completion of the course or courses.
5. Should the classified reimbursement fund not be adequate to compensate the members who have requested reimbursement and the certified/teacher reimbursement fund has excess funds, the Board may transfer funds from the certified/teacher to classified reimbursement fund. Such transfer will only occur in the last quarter of the school year in which the funds are allocated and after all obligations are satisfied from the certified/teacher reimbursement funds.

1704 SEE APPENDIX A-11

## 1801 PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board of Education will deduct from the pay of members of the bargaining unit who elect not to become members of the Delaware Area Career Center Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand will be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

## 1802 NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

## 1803 ALL FAIR SHARE FEE PAYERS

1803.1 Payroll deduction of such annual fair share fees will commence on the first pay date which occurs on or after January 15 annually. In case of unit employees newly hired after the beginning of the school year, the payroll deduction will commence on the first pay date on or after the later of:

- 1) Thirty (30) days' employment in a bargaining unit position, or
- 2) January 15

1803.2 Upon determination of membership during the membership year the Treasurer of the Board will, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted will be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of a said amount will commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

1803.3 Any portion of the service fee due at the conclusion of employment will be deducted from the final pay of the bargaining unit member. In no event will the Board be liable for any service fee amount provided the Board has complied with the provisions of this chapter.

## 1804 TRANSMITTAL OF DEDUCTIONS

The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

## 1805 PROCEDURE FOR REBATE

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117-09 (C) of the Revised Code and that a procedure for challenging the amount of the service fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice will be in compliance with all applicable state and federal laws and the constitutions of the United States and the state of Ohio. The Association, on its own behalf and on behalf of the Ohio Education Association and the National Education Association, agrees to indemnify and hold harmless the Board and its officers, members, employees and agents from any and all loss, costs or damages of any kind whatsoever arising out of or connected with the implementation or enforcement of the provisions of this service fee provision.

1806

**ENTITLED TO REBATE**

Upon timely demand fee payers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

1901 SEVERABILITY

1901.1 This Contract supersedes and prevails over all statues of the State of Ohio (except as specifically set forth in Section 4117.10 (A) Ohio Revised Code, and except as specifically set forth within this Contract) and all conflicting policies, rules and regulations of the Employer. However, should any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision will be automatically terminated but all other provisions of the Contract will remain in full force and effect.

1902 DURATION OF AGREEMENT

1902.1 This Contract will become effective, June 30, 2011 at 11:59 P.M. except as specifically provided otherwise herein, and will remain in full force and effect until June 29, 2014, at which time it will expire.

1902.2 In the event that the Board and the Association fail to secure a successor agreement prior to the expiration of this Contract, the parties may mutually agree in writing to extend this Contract for any period of time.

1903 WITNESS TO AGREEMENT

1903.1 In witness hereto, the parties have caused this Contract to be executed on this twenty-seventh (27<sup>th</sup>) day of June, 2011.

Negotiating Team Members:

Mary Beth Freeman  
Glen H. Kell  
Paula Jill Millisio  
Edward B. Biskhoff

Mark W.  
Henry A. [unclear]  
Steve [unclear]

Date Accepted By the Delaware Area Career Center Education Association:

June 7, 2011

Date Accepted by the Delaware Area Career Center Board of Education:

June 16, 2011

APPENDIX A-1

DELAWARE AREA CAREER CENTER  
GRIEVANCE REPORT FORM I, STEP ONE

Grievance # \_\_\_\_\_

\_\_\_\_\_  
Name of Grievant                      Assignment                      Date

A.    Date Cause of Grievance Occurred \_\_\_\_\_

B.    1.    Statement of Grievance and provision(s) of contract allegedly violated:

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

2.    Relief Sought

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

\_\_\_\_\_  
Signature of Grievant                      Date

C.    Disposition of Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Immediate Supervisor                      Date



APPENDIX A-3

**DELAWARE AREA CAREER CENTER  
GRIEVANCE REPORT FORM III, STEP THREE**

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORM I and II (attached):

A. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

B. Date Received by Board \_\_\_\_\_

C. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Board President or Designee Date

APPENDIX A-4

**DELAWARE AREA CAREER CENTER  
GRIEVANCE REPORT FORM IV, STEP FOUR**

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORMS I, II and III (attached); request is made to the Association that the matter be submitted to arbitration as provided in Step Four of the grievance procedure.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Received by the Association's President or his/her Designated Representative:

\_\_\_\_\_  
Signature of Association President or Designee

\_\_\_\_\_  
Date received

Grievant's Request that the matter be submitted to arbitration is

\_\_\_\_\_ approved or

\_\_\_\_\_ disapproved

\_\_\_\_\_  
Signature of Association President or Designee

\_\_\_\_\_  
Date received

APPENDIX A-5

**CHAPTER 1500 - SALARY**  
EFFECTIVE JULY 1, 2011-JULY 1, 2013

Yrs. Exp	CLASS I (BA)	CLASS II (BA+15)	CLASS III (BA+30)	CLASS IV (MA)	CLASS V (MA+15)	CLASS VI (MA+30)	CLASS VII (MA+45)
0	1.00	1.08	1.115	1.13	1.18	1.23	1.28
1	1.08	1.13	1.155	1.18	1.23	1.28	1.33
2	1.13	1.18	1.205	1.23	1.28	1.33	1.38
3	1.18	1.23	1.255	1.28	1.33	1.38	1.43
4	1.23	1.28	1.305	1.33	1.38	1.43	1.48
5	1.28	1.33	1.355	1.38	1.43	1.48	1.53
6	1.33	1.38	1.405	1.43	1.48	1.53	1.58
7	1.38	1.43	1.455	1.48	1.53	1.58	1.63
8	1.43	1.48	1.505	1.53	1.58	1.63	1.68
9	1.48	1.53	1.555	1.58	1.63	1.68	1.73
10	1.53	1.58	1.605	1.63	1.68	1.73	1.78
11	1.58	1.63	1.655	1.68	1.73	1.78	1.83
12	1.63	1.68	1.705	1.73	1.78	1.83	1.88
13	1.68	1.73	1.755	1.78	1.83	1.88	1.93
14	1.73	1.78	1.805	1.83	1.88	1.93	1.98
15	1.78	1.83	1.855	1.88	1.93	1.98	2.03
17	1.83	1.88	1.905	1.93	1.98	2.03	2.08
20	1.93	1.98	2.005	2.03	2.08	2.13	2.18

**Salary base effective July 1, 2011.....\$36,225**

Yrs. Exp.	CLASS I (BA)	CLASS II (BA+15)	CLASS III (BA+30)	CLASS IV (MA)	CLASS V (MA+15)	CLASS VI (MA+30)	CLASS VII (MA+45)
0	\$36,225	\$39,123	\$40,391	\$40,934	\$42,746	\$44,557	\$46,368
1	\$39,123	\$40,934	\$41,840	\$42,746	\$44,557	\$46,368	\$48,179
2	\$40,934	\$42,746	\$43,651	\$44,557	\$46,368	\$48,179	\$49,991
3	\$42,746	\$44,557	\$45,462	\$46,368	\$48,179	\$49,991	\$51,802
4	\$44,557	\$46,368	\$47,274	\$48,179	\$49,991	\$51,802	\$53,613
5	\$46,368	\$48,179	\$49,085	\$49,991	\$51,802	\$53,613	\$55,424
6	\$48,179	\$49,991	\$50,896	\$51,802	\$53,613	\$55,424	\$57,236
7	\$49,991	\$51,802	\$52,707	\$53,613	\$55,424	\$57,236	\$59,047
8	\$51,802	\$53,613	\$54,519	\$55,424	\$57,236	\$59,047	\$60,858
9	\$53,613	\$55,424	\$56,330	\$57,236	\$59,047	\$60,858	\$62,669
10	\$55,424	\$57,236	\$58,141	\$59,047	\$60,858	\$62,669	\$64,481
11	\$57,236	\$59,047	\$59,952	\$60,858	\$62,669	\$64,481	\$66,292
12	\$59,047	\$60,858	\$61,764	\$62,669	\$64,481	\$66,292	\$68,103
13	\$60,858	\$62,669	\$63,575	\$64,481	\$66,292	\$68,103	\$69,914
14	\$62,669	\$64,481	\$65,386	\$66,292	\$68,103	\$69,914	\$71,726
15	\$64,481	\$66,292	\$67,197	\$68,103	\$69,914	\$71,726	\$73,537
17	\$66,292	\$68,103	\$69,009	\$69,914	\$71,726	\$73,537	\$75,348
20	\$69,914	\$71,726	\$72,631	\$73,537	\$75,348	\$77,159	\$78,971

APPENDIX A-6

CHAPTER 1500 – SALARY

**FACILITIES & MATERIALS  
INDEX**

Yrs. Exp	CLASS I	CLASS II
0	1.000	1.088
1	1.039	1.127
2	1.078	1.166
3	1.117	1.205
4	1.156	1.244
5	1.195	1.283
6	1.234	1.322
7	1.273	1.361
8	1.312	1.400
9	1.351	1.439
10	1.390	1.478
11	1.429	1.517
12	1.529	1.617
13	1.568	1.656
14	1.568	1.656
15	1.607	1.695

**EFFECTIVE  
JULY 1, 2011-2013**

\$13.87	Yrs. Exp	CLASS I	CLASS II
	0	\$13.87	\$15.09
	1	\$14.41	\$15.63
	2	\$14.95	\$16.17
	3	\$15.49	\$16.71
	4	\$16.03	\$17.25
	5	\$16.57	\$17.80
	6	\$17.12	\$18.34
	7	\$17.66	\$18.88
	8	\$18.20	\$19.42
	9	\$18.74	\$19.96
	10	\$19.28	\$20.50
	11	\$19.82	\$21.04
	12	\$21.21	\$22.43
	13	\$21.75	\$22.97
	14	\$21.75	\$22.97
	15	\$22.29	\$23.51

APPENDIX A-7

CHAPTER 1500 – SALARY

FOOD SERVICE INDEX	
Yrs. Exp	CLASS I
0	1.088
1	1.126
2	1.165
3	1.203
4	1.242
5	1.280
6	1.319
7	1.357
8	1.396
9	1.434
10	1.483
11	1.532
12	1.632
13	1.670
14	1.670
15	1.719

EFFECTIVE JULY 1, 2011-2013	
\$10.59 Yrs. Exp	CLASS I
0	\$11.52
1	\$11.92
2	\$12.34
3	\$12.74
4	\$13.15
5	\$13.56
6	\$13.97
7	\$14.37
8	\$14.78
9	\$15.19
10	\$15.70
11	\$16.22
12	\$17.28
13	\$17.69
14	\$17.69
15	\$18.20

APPENDIX A-8

CHAPTER 1500 – SALARY

OFFICE PERSONNEL  
INDEX

Yrs. Exp	CLASS I	CLASS II
0	1.000	1.054
1	1.039	1.100
2	1.077	1.146
3	1.116	1.192
4	1.154	1.238
5	1.193	1.284
6	1.231	1.330
7	1.267	1.376
8	1.305	1.422
9	1.343	1.468
10	1.381	1.514
11	1.420	1.560
12	1.520	1.660
13	1.558	1.706
14	1.558	1.706
15	1.596	1.752 (FY 2009)

EFFECTIVE  
JULY 1, 2011-2013

\$12.46	Yrs. Exp	CLASS I	CLASS II
	0	\$12.46	\$13.13
	1	\$12.95	\$13.71
	2	\$13.42	\$14.28
	3	\$13.91	\$14.85
	4	\$14.38	\$15.43
	5	\$14.86	\$16.00
	6	\$15.34	\$16.57
	7	\$15.79	\$17.14
	8	\$16.26	\$17.72
	9	\$16.73	\$18.29
	10	\$17.21	\$18.86
	11	\$17.69	\$19.44
	12	\$18.94	\$20.68
	13	\$19.41	\$21.26
	14	\$19.41	\$21.26
	15	\$19.89	\$21.83

APPENDIX A-9

CHAPTER 1500 – SALARY

TECHNOLOGY SUPPORT  
INDEX

Yrs. Exp	CLASS I	CLASS II
0	1.000	1.250
1	1.042	1.292
2	1.083	1.333
3	1.125	1.375
4	1.167	1.417
5	1.208	1.458
6	1.250	1.500
7	1.292	1.542
8	1.333	1.583
9	1.375	1.625
10	1.417	1.667
11	1.458	1.708
12	1.500	1.750
13	1.542	1.792
14	1.542	1.792
15	1.584	1.834

EFFECTIVE  
JULY 1, 2011-2013

\$15.67 Yrs. Exp	CLASS I	CLASS II
0	\$15.67	\$19.59
1	\$16.33	\$20.25
2	\$16.97	\$20.89
3	\$17.63	\$21.55
4	\$18.29	\$22.20
5	\$18.93	\$22.85
6	\$19.59	\$23.51
7	\$20.25	\$24.16
8	\$20.89	\$24.81
9	\$21.55	\$25.46
10	\$22.20	\$26.12
11	\$22.85	\$26.76
12	\$23.51	\$27.42
13	\$24.16	\$28.08
14	\$24.16	\$28.08
15	\$24.82	\$28.74

APPENDIX A-10

Letter of Concurrence  
Between  
Delaware Area Career Center  
And  
The Delaware Area Career Center Education Association

The Delaware Area Career Center Board of Education (Board) and the Delaware Area Career Center Education Association (Association) acknowledge a mutual interest in utilizing current career center students for projects at the Career Center where feasible and cost-effective to provide learning opportunities to the students.

The Superintendent or designee agrees to make every effort to communicate with staff and determine if projects planned by the Board can be assigned to available and qualified students, under staff supervision, prior to utilization of outside consultants/sources.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX A-11

**Memorandum of Understanding**

The Board and Association agree to develop committees, as requested by the Superintendent, who will be charged with reviewing and developing or revising evaluation instruments that align with the duties and responsibilities of the position(s) for which the evaluation instrument is used. Each committee will be comprised of three (3) to five (5) representatives from the classification of employees for whom the evaluation instrument is used and representatives from the administrative team. The Superintendent will establish a deadline for the evaluation instrument to be finalized.

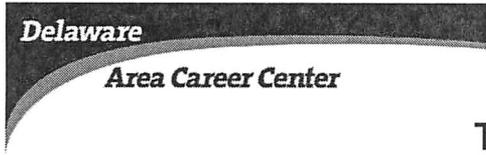
FOR THE ASSOCIATION

FOR THE BOARD

\_\_\_\_\_

\_\_\_\_\_

APPENDIX A-12



Please attach documentation of course tuition and class location

Tuition Allowance

The Delaware Area Career Center Board of Education believes in the professional growth of the faculty and has approved a Tuition Allowance Policy to encourage it.

Please complete the application below, return it for **date stamp verification** to: Superintendent's mailbox – North Campus, or the Superintendent's office – South Campus **no later than 3:00 p.m.** of dates specified. Specific deadline dates for submitting applications are:

Summer Session	May 15
Fall Quarter/First Semester	August 15
Winter Quarter/Second Semester	December 1
Spring Quarter	February 15

Tuition Allowance Application

Having read **Section 1700** of the negotiated contract regarding tuition allowance, I hereby request to be considered an applicant for tuition allowance. I plan to attend \_\_\_\_\_

Name of Institution

for the \_\_\_\_\_ and desire tuition for the following courses:  
Session

COURSE	TITLE	DESCRIPTION	HOURS		COST
			SEMESTER	QUARTER	

Are any of these hours required to meet certification requirements for renewal of your certificate?

\_\_\_ YES \_\_\_ NO If yes, how many? \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**For Committee Use Only**

Approved \_\_\_\_\_ Date \_\_\_\_\_ Amount Approved: \_\_\_\_\_  
Committee Chair Signature \_\_\_\_\_

Not Approved \_\_\_\_\_ Reason \_\_\_\_\_ Grade \_\_\_\_\_ Paid \_\_\_\_\_

3029-TA-02

White Copy – Treasurer

Yellow copy – APPLICANT

Pink Copy - SUPERINTENDENT

APPENDIX A-13(a)

**Delaware Area Career Center  
Sick Leave Donation Request Form  
Memorandum of Understanding**

I, \_\_\_\_\_, an employee of the Delaware Area Career Center, have exhausted all accrued sick and personal business leave and hereby request a donation of \_\_\_\_\_ full days of sick leave from other employees due to my illness or injury as described below.

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

I understand that I may request donations more than once in any school year, but that I am limited to a maximum of ten (10) donated days per school year.

\_\_\_\_\_  
Signature of requesting employee                      date

-----  
Action by the Sick Leave Donation Review Committee

The above request is:  
\_\_\_ Approved \_\_\_ days of donated sick leave.  
\_\_\_ Denied for \_\_\_ days of donated sick leave.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Association Representative

Date: \_\_\_\_\_  
Number of days in this request: \_\_\_\_\_ Days granted: \_\_\_\_\_  
Cumulative number of days requested in current school year (max. of 10): \_\_\_\_\_

Committee Members: Superintendent, Treasurer and (3) JVSEA members

Original to:    Treasurer  
Copies to:    Committee Members  
                  Staff member requesting donation

APPENDIX A-16

**Notice of Need**

To: All Delaware Area Career Center Employees  
From: Sick Leave Donation Review Committee  
Date: \_\_\_\_\_, 20\_\_\_\_  
Re: Notice of Request for Sick Leave Donation

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\_\_\_\_\_ (person to receive donation), a Delaware Area Career Center employee, has made a request for a donation of sick leave due to illness or injury as defined in the Delaware Area Career Center Board of Education and The Delaware Area Career Center Education Association Negotiated Agreement, Section 1102.5. Such request has been approved by the Sick Leave Donation Review Committee.

Employees may donate one (1) day of accrued unused sick leave in response to this notice of Request for Donation of Sick Leave. Donation of sick leave is completely voluntary.

If you are interested in donating one (1) day of accrued unused sick leave in response to this Notice, please fill out and sign the **SICK LEAVE DONATION FORM** (on the back) and return within five (5) working days to the Superintendent's Office. Forms are available at each campus in the staff workroom.

Questions should be directed to the Association President, the Superintendent, or the Treasurer.

## Delaware Area Career Center Sick Leave Donation Form

I, \_\_\_\_\_, an employee of the Delaware Area Career Center, hereby donate one (1) day of my accrued unused sick leave in response to the Notice of Request for Donation of Sick Leave dated \_\_\_\_\_. I would like to voluntarily donate one (1) accrued but unused sick leave day to (person to receive donation) \_\_\_\_\_. I understand that I may donate one (1) day of sick leave per school year per each request for donation.

\_\_\_\_\_  
\_\_\_\_\_ Date Signature of donating employee  
-----  
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**Administrative use only:**

Date received by Sick Leave Donation Review Committee: \_\_\_\_\_

\_\_\_\_\_ Donated Sick Leave will be deducted on the next pay period.

\_\_\_\_\_ Donated Sick Leave will not be deducted due to not being accepted.

\_\_\_\_\_ Donated Sick Leave will not be deducted due to not being needed at this time.

Original:     Treasurer  
Copy:        Employee

APPENDIX A-14

Memorandum of Understanding

In reference to contract 1108.2.1 the following language shall be part of the section:

Vacation accrued under the current contract (2006) by current employees will be added to their vacation account on July 1<sup>st</sup> (earned in previous year). To cover the gap period in the 1<sup>st</sup> year, only the vacation time will be pro-rated from July 1<sup>st</sup> to the anniversary of the employee's start date, accessible on the anniversary of the employee's start date. The employee will accrue the next full year of vacation time on the anniversary of the employee's start date the following year.

FOR THE ASSOCIATION

Kelly J. Kahl

FOR THE BOARD

Marybeth Freeman

MEMORANDUM OF UNDERSTANDING  
Salary Schedule Placement of Technology Support Staff

Any Technology Support Staff member who is scheduled to change Class pursuant to the Negotiated Agreement effective on June 30, 2011, at 11:59 P.M., and who is in the process of obtaining IT certification that would result in a Class change(s) on or before June 1, 2011, remains eligible for the lateral Class change(s), upon submission of a certification plan to the Superintendent by August 1, 2011, and submission of evidence of successful completion of each component on or before December 31, 2011. Obtaining one component (i.e. either the CCNA or MCSE Certification) results in a lateral move to Class II of the 2010-2011 salary schedule (from their 2010-2011 Class/Step). Obtaining both components will result in a lateral move to Class III of the 2010-2011 salary schedule (from their 2010-2011 Class/Step).

The lateral Class change(s) will take effect within thirty (30) days of submission of evidence of completion of each component of the certification plan. Salary will be retroactive to the submission date of the evidence.

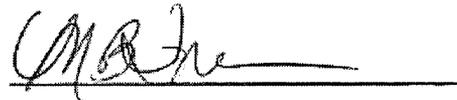
Until completion of the first component of the Certification Plan, the Technology Support Staff member who is in the process of obtaining IT certification that would result in a Class change will be transferred to the Step in Class II of the 2011-2012 salary schedule equivalent to the employee's current rate of pay.

The intent is to grandfather the employees affected.

FOR THE ASSOCIATION



FOR THE BOARD



MEMORANDUM OF UNDERSTANDING  
Individual development plan for classified employees

Handwritten signature and initials, possibly 'MJB' and 'mms', in black ink.

On an annual basis, classified staff will submit in writing a professional development plan identifying skills to improve and assist with the performance of their job responsibilities. Classified staff will determine in writing (in IPDP-like form) what professional development is necessary for their position. This request will be considered by a committee of up to three (3) bargaining unit members, the Instructional Projects Coordinator and an administrator. Professional development may also be requested by Administration.

FOR THE ASSOCIATION

FOR THE BOARD

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