



13-MED-04-0495
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01/13/2014

MASTER AGREEMENT

BETWEEN THE

PIKE-DELTA-YORK BOARD OF EDUCATION

AND THE

PIKE-DELTA-YORK EDUCATION ASSOCIATION

SEPTEMBER 1, 2010 – AUGUST 31, 2011

*See extension for 2011-12
(Signed Jan 2012)*

PIKE-DELTA-YORK LOCAL SCHOOLS

DELTA, OHIO

TABLE OF CONTENTS

ARTICLE I RECOGNITION	
A. Recognition	1
B. Payroll Deduction of Fair Share Fee	1
ARTICLE II NEGOTIATING PROCEDURES	
A. Scope of Negotiations	3
B. Procedures for Negotiations.....	3
ARTICLE III	
A. Territorial Transfer Provisions	4
B. Agreement of Memorandum	4
ARTICLE IV PROVISIONS CONTRARY TO LAW.....	5
ARTICLE V WORK STOPPAGE.....	5
ARTICLE VI GRIEVANCE PROCEDURE	
A. Definitions & Procedures.....	5
B. Purpose	6
C. Level One.....	6
D. Level Two.....	7
E. Level Three	8
F. Level Four	8
G. Miscellaneous	9
ARTICLE VII TEACHER EVALUATION	
A. Frequency & Procedure	9
B. Fair Dismissal Procedure	11
C. Evaluation of Extra Duty Assignments	12
ARTICLE VIII ECONOMIC ISSUES	
A. Salary Index	12
B. Salary Calculations/Service Credit.....	13
C. Salary Schedule - Index	13
D. Salary Schedule – Effective September 1, 2010.....	14
E. Extra Duty Pay	15
F. Salary Calculations - Part-Time Personnel	18
G. Number of Pays Per Year	18
H. Life Insurance.....	18
I. Health Insurance	19
J. Severance Pay At Retirement.....	20
K. Professional Growth & Educational Reimbursement	21
L. Payroll Deductions	23
M. Reimbursement to the Board.....	23

N.	Budget Consultation	23
O.	Mileage	23
P.	STRS Pick-Up	23

ARTICLE IX PROCEDURES

A.	Board Policy	24
B.	Policies for Pike-Delta-York Education Association Executive Committee	24
C.	Work Days to Meet Statutory Requirements	24
D.	School Delay or Closing	24
E.	School Year Calendar	25
F.	Length of Day	29
G.	Planning Period	25
H.	Check Out Days with Principals	26

ARTICLE X PERSONNEL POLICIES

A.	Teaching Vacancies	26
B.	Staffing Standards	27
C.	Teacher's Contracts	28
D.	Notification of Teaching Assignment	28
E.	Assignment of Coaches	28
F.	Class Size	28
G.	Receipt of Materials by Teachers Prior to the Opening of School	29
H.	Elementary Counselor	29
I.	Standards for Physical Education	29
J.	Student Teachers	30
K.	Evaluation of Programs & Services	30
L.	Grade Placement	30
M.	Staff Assistance in Curriculum Development	30
N.	Complaints Against Teachers	31
O.	Faculty Dress and Appearance	31
P.	Personnel Records	31
Q.	Parent-Teacher Conferences	31
R.	Video Tape	32
S.	Reduction in Personnel	32
T.	Mentor Program	33

ARTICLE XI RIGHTS OF INDIVIDUALS 33

ARTICLE XII LEAVES

A. Assault Leave 33
B. Association Business Leave 34
C. Maternity/Paternity or Adoption Leave 34
D. Family Medical Leave Act 35
E. Military Leave 35
F. Paid and Unpaid Personal Leave..... 35
G. Sick Leave..... 36
H. Sabbatical Leave..... 37
I. Association Official Leave 37
J. Return to Service 37
K. Jury Duty 37
L. Professional Leave for Continuing Education Responsibilities 37

ARTICLE XIII MISCELLANEOUS PROVISIONS

A. Scheduling Assemblies and Pep Sessions 38
B. Employment of a New Superintendent..... 38
C. Employment of New Building Administrators 39
D. Seniority List..... 39
E. Copies of the Contract 39
F. Health and Safety..... 39
G. Contract Release Date 40

ARTICLE XIV MAINTENANCE OF STANDARDS 40

ARTICLE XV DURATION OF AGREEMENT 41

APPENDIX "A" GRIEVANCE REPORT FORM 42

APPENDIX "B" REQUEST FOR ASSOCIATION

BUSINESS LEAVE 43

APPENDIX "C" CLASSROOM OBSERVATION FORM..... 44

PRINCIPAL'S NARRATIVE EVALUATION 45

APPENDIX "D" JEOPARDY SHEET 46

ARTICLE I RECOGNITION

- A. The Pike-Delta-York Board of Education, hereinafter referred to as the Board, recognizes the Pike-Delta-York Education Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association and the National Education Association, as the exclusive bargaining representative for the purpose of and as defined in Chapter 4117 Ohio Revised Code for all full- and part-time professional, non-supervisory, personnel [excluding casual home tutors, seasonal employees, persons employed under supplemental duty contracts but not otherwise employed by the Board and substitute teachers who have not served more than sixty (60) consecutive days at the same teaching position due to the Board's good faith and non-arbitrary need to remove that teacher from his or her teaching position] employed by the Board to perform any work currently being performed by bargaining unit members or any similar work.

The Association recognizes that the Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit.

The Board recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

B. PAYROLL DEDUCTION OF FAIR SHARE FEE

1. The employer shall deduct from the pay of employees who elect not to become or remain members of the Pike-Delta-York Education Association a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the employer on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted and the employer agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payors

Payroll deduction for such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for employees employed after December 31 until the second paycheck, which period shall be the required fair share fee probationary period of new employees.

b. Termination of Membership During the Membership Year

The employer shall, 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 shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The employer shall accompany each such transmittal with a list of names of the employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the employer that an internal rebate procedure has been established in accordance with Section 4417.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

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

7. Indemnification of Employer

The Association agrees to indemnify the employer for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The employer shall give the Association a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;
- b. The Association reserves the right to designate counsel to represent and defend the employer. However, this provision shall not prevent the employer from employing its own counsel at its own expense to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the employer as will create or foster a conflict of interests;
- c. The employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
- d. The employer shall permit the Association and/or its affiliates to intervene as a party;
- e. The employer shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae;
- f. The Board must act in good-faith compliance with the fair share fee provisions of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations herein.

ARTICLE II NEGOTIATING PROCEDURES

A. SCOPE OF NEGOTIATIONS

The parties to this Master Agreement agree to meet and negotiate all matters related to the employment of members of the bargaining unit including but not limited to wages, hours, terms and other matters mutually agreed upon.

B. PROCEDURES FOR NEGOTIATIONS

Negotiations will be governed by provisions of Section 4117.14 of the Ohio Revised Code.

In the event agreement is not reached by the parties forty-five (45) days following the first negotiations session, either party may request the use of mediation in an effort to reach acceptable settlement. The negotiation team shall request a mediator from the Federal Mediation and Conciliation Services whose rules and regulations shall govern the mediation.

In the event that either party does not agree with the recommendation of the mediator, the parties agree that disputes will be settled by using the procedure of last best offer issue-by-issue, final and binding arbitration as provided in ORC 4117.14 with no reference to the mediation process.

The Superintendent is encouraged to provide a limited number of days for negotiations.

ARTICLE III

A. TERRITORIAL TRANSFER PROVISIONS

In the event the possible transfer of an amount of territory that would effect the employment of certified staff is initiated by any statutory, administrative or other means or by the Board of Education, the Board of Education will notify the Association within five (5) days of the date on which the Board of Education receives notice of such initiation of transfer proceedings. When requested after receiving such notice, the Board shall meet with the Association and discuss the effects of the transfer.

B. AGREEMENT OF MEMORANDUM

When the participants acting in good faith, reach an Agreement, a joint tentative Agreement will be prepared in detail and be presented to the Board by the Superintendent. This report shall be presented to the Association by either the President or the Negotiations Committee Chairperson and accepted prior to Board action.

When approved by the Association and the Board and signed by the appropriate officers, it shall become a part of the official minutes of the Board and the Association.

An Agreement shall be non-negotiable for a period of at least one (1) year, unless mutually agreed by both parties.

If mutually agreed to by the Board and the Association, a negotiated Agreement or any part thereof may be renegotiated prior to the termination of the minimum effective time of the Agreement or of such part. On request of the Board or the Association, following any action by the Ohio General Assembly which requires changes in or additions to any Agreement or part thereof, renegotiation shall occur on any or all parts of the Agreement thus affected by such action.

**ARTICLE IV
PROVISIONS CONTRARY TO LAW**

Notwithstanding Section 4117.10 (A) of the Revised Code, if any provision of this Agreement is declared illegal by a court of competent jurisdiction, such provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the duration of this Agreement. If such illegal provision is one of which the law requires to be contained in a collective bargaining agreement, the parties shall renegotiate the provision upon the request of either party. Otherwise, such illegal provision shall be renegotiated during the term of this Agreement only upon mutual consent of the parties.

**ARTICLE V
WORK STOPPAGE**

The Association, its officers, agents, or members agree not to encourage or engage in a strike against the Board during the term of this Agreement, or the pendency of any settlement procedures as required by Chapter 4117 of the Revised Code.

**ARTICLE VI
GRIEVANCE PROCEDURE**

A. DEFINITIONS AND PROCEDURES

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of the terms of the negotiated agreement, or the rules and policies of the Board of Education which affect teachers, disciplinary action under such policies or rules, may be processed as a grievance.
2. An "aggrieved person" is a teacher/teachers having a grievance.
3. A teacher, for the purpose of this Article, shall be defined as any certificated professional staff employee of the Board of Education excluding administrators.
4. An Association Representative is a member of the Pike-Delta-York Professional Rights and Responsibilities Committee or its duly appointed representative.
5. The limits in days under each section of the procedure shall be counted as school days, week days during the summer period excluding July 1-7. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time may be extended by mutual consent, in writing, by both parties.

6. The "aggrieved person" shall initiate the grievance within ten (10) school days after the aggrieved knew or through the exercise of reasonable diligence should have known of the occurrence.
7. The Association and the Board will equally share the cost of securing and utilizing the services of an Arbitrator.
8. The administration shall not initiate any consultation with the "aggrieved person" concerning the grievance prior to a scheduled hearing or hearings.
9. The Arbitrator shall be chosen from a list provided by the American Arbitration Association under its Rules for Voluntary Labor Arbitration. (See F. 1. below)
10. Nothing herein shall prohibit any "aggrieved person" from discussing the grievance informally with any member of the administration.
11. Should a teacher and/or the Association fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
12. Unless it is agreed between both the Board and the Association to use released time, all preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative is to be at his assigned duty station (supervising and/or teaching students).

B. PURPOSE

1. The purpose of the grievance procedure is to secure at the lowest possible administrative level, satisfactory resolution of the grievance.
2. Both parties agree that grievance proceedings shall be kept appropriately informal and confidential at all levels of the proceedings.

C. LEVEL ONE

1. An "aggrieved person" shall initiate this procedure in one of the following ways:
 - a. The teacher will approach the administrator immediately concerned and discuss the matter on his/her own behalf. In this case, the grievance need not be in writing and will remain confidential.
 - b. The teacher may request that an Association Representative accompany him/her in approaching the administrator, and the Association

Representative may speak on behalf of the "aggrieved person" if desired. The administrator may also have a representative present.

2. In the event that Steps (1.a.) and/or (1.b.) of Level One are unsuccessful, the "aggrieved person" may file a formal grievance on the form provided by the Faculty Representative (see Attachment A). The form shall be completed in triplicate, one copy for the "aggrieved person", two copies for the Association's Professional Rights and Responsibilities Committee which will consult with the "aggrieved person". If the "aggrieved person" wishes to pursue the grievance further, the Association will file the grievance with the administrator involved. The formal grievance shall be filed within ten (10) school days after the "aggrieved person" knew or through the exercise of reasonable diligence should have known of the occurrence of the facts on which it is based. Such filing may be done by certified mail.
3. Within ten (10) school days after the notification to the administrator involved, a hearing shall take place between the administrator involved, the "aggrieved person" and the Association Representative. The administrator may also have a representative present. The answer to the grievance shall be given, in writing, to the Association Representative and to the "aggrieved person" by the administrator. The answer shall be given within ten (10) school days of the hearing. Step 3 may be by-passed by a mutual written consent of the "aggrieved person" and the administrator involved.

D. LEVEL TWO

1. In the event that a grievance is not resolved to the satisfaction of the "aggrieved person" at Level One, the Association's Professional Rights and Responsibilities Committee will determine whether it believes the grievance merits further processing. Within ten (10) school days after the receipt of the answer at Level One, the Association's Professional Rights and Responsibilities Committee may notify the Local Superintendent of its desire to proceed with the grievance. The hearing will then be held within ten (10) school days unless the parties agree to extend the time limits.
2. The "aggrieved person", the Association's Professional Rights and Responsibilities Committee, and the administrator involved shall be in attendance with appropriate documentation of the grievance. The administrator may also have a representative present. Witnesses may be available to testify, but may not be present during the remainder of the hearing. Upon completion of the hearing, the administrative decision shall be given, in writing, to the "aggrieved person" and the Association's Professional Rights and Responsibilities Committee within ten (10) school days.

E. LEVEL THREE - A - OPTIONAL

If the aggrieved, Association's Professional Rights and Responsibilities Committee and Superintendent mutually agree they may use a FMCS mediator to mediate the grievance. If there is no mutual agreement to use mediation or if the mediation process is unsuccessful, the grievance is moved to Level Three - B. There shall be no record of the mediation proceedings carried forward in the grievance process. If the parties choose to use mediation the process shall be completed within 15 days.

LEVEL THREE - B

In the event that a grievance is not resolved to the satisfaction of the "aggrieved person" at Level Two and/or if the mediation process has been unsuccessful, the Association's Professional Rights and Responsibilities Committee will determine whether it believes the grievance merits further processing. If the grievance is not settled to the satisfaction of all parties concerned at Level Two or in mediation, it may be appealed by the Association's Professional Rights and Responsibilities Committee to the Board by filing a written notice with the Local Superintendent and the President of the Board, stating the grounds for the appeal, within ten (10) school days. The Board in executive session, at its next regularly scheduled meeting following receipt of such notice, will evaluate the appeal. The Board will notify the Association's Professional Rights and Responsibilities Committee in writing of its decision to accept (for hearing) or reject the appeal within ten (10) school days. After acceptance of the appeal for hearing, the hearing will be held within ten (10) school days. In the event the grievance is not satisfactorily resolved, the grievance may be taken to Level Four.

F. LEVEL FOUR

1. The Association's Professional Rights and Responsibilities Committee will determine if the grievance merits further processing. If the committee finds the grievance meritorious, the Association may file a demand for arbitration with the American Arbitration Association pursuant to the Voluntary Rules of the American Arbitration Association, which rules shall govern the arbitration. Selection of an arbitrator shall be by the strike and rank method.
2. The decision of the arbitrator shall be final and binding upon the parties.

G. MISCELLANEOUS

1. If any teacher/teachers for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.
2. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
3. In the event laws are passed concerning grievance procedures, it may be necessary to make changes in the foregoing procedure.
4. Nothing in this procedure shall be construed so as to deny the Association or its Representatives the right to redress before an appropriate administrative agency or through the courts, if such a course seems to them at their sole discretion more appropriate. Nothing in this procedure shall be construed to deny the individual, the Association or its representatives, the right to seek redress by law.

ARTICLE VII EVALUATION

A. TEACHER EVALUATIONS - FREQUENCY AND PROCEDURE

The main objectives of evaluation are to identify and promote quality teaching and to inspire professional growth by improving the effectiveness of the individual teacher.

The purpose of the evaluation process is to point out specific strong points and weaknesses, give suggestions for improvement where necessary and to insure follow-ups in the specified areas of weakness.

The Board, Administration, and Association recognize that classroom teachers are one of the many influences that contribute to student performance on mandated tests.

1. All monitoring or observation of the work performance of association member will be conducted openly and with full knowledge of the teacher. There shall be at least one (1) day's notice given for the first visit for first-year teachers. A pre-evaluation conference will be held with first year teachers prior to the first observation to mutually determine the criteria for the evaluation and to provide background on those points to be evaluated. Such criteria will include, but will not be limited to Professional Goals selected.

The evaluations will be conducted by the association member's building Principal, Assistant Principal or Acting Principal.

The Superintendent will designate the building principal who will coordinate the preparation of the evaluation of traveling association members: guidance counselors, speech and hearing therapists, music, physical education. Each supervising principal will contribute to the evaluation of the traveling association member.

2. Formal written evaluations will be on forms mutually agreed upon by the Association and Building Principal by October 1 of each year. This form must be signed by the evaluator and the teacher within ten (10) working days of the post-evaluation conference, signifying that the conference has been held.

No evaluation report will be submitted to the main office, placed in the association member's file or otherwise acted upon without prior conference about such report with the association member. No association member will be required to sign a blank or incomplete evaluation form.

4. A post-evaluation conference will occur within ten (10) school days after the observation. A rough copy of the evaluation will be given to the association member at least a day in advance of the conference.
5. Each association member will be provided definite, positive assistance to correct professional difficulties and a reasonable time to incorporate the recommended changes. Recommendations for improvement will be given in writing.
6. During the school year, all first-year Pike-Delta-York association members will be observed at least three times, twice during the first semester. An administrative check sheet with comments may be used to supplement the existing forms presently in use for first-year teachers to the District. All other association members shall be observed a minimum of once each year. Evaluation will not be performed during the last week of the semester.

Copies of the evaluation shall be maintained in accordance with the Ohio Public Records law.

7. A teacher who is in danger of being non-renewed/terminated may request and be granted an evaluation by the Superintendent or a mutually agreed upon building administrator.
8. Any complaint regarding a teacher made to any member of the administration by any parent, student or other person, which is used in any manner to evaluate a teacher, shall be put in writing by the administrator and shall be promptly called to the attention of the teacher. The teacher will be given the opportunity to respond and/or rebut such a complaint.
9. This Article is intended to, and shall, supersede the conflicting sections of Ohio Revised Code section 3319.111 and 3319.11 regarding evaluation of teachers.

B. FAIR DISMISSAL PROCEDURE

1. Any teacher whose performance is judged to be unsatisfactory as a consequence of the full and complete utilization of the evaluation procedure and whose continued employment is questioned shall be so notified using the Jeopardy Sheet (Appendix D). A teacher is entitled to Association representation at every step of the Fair Dismissal Procedure. The administration will make every effort to provide assistance to a teacher(s) it feels is in danger of receiving a Jeopardy Sheet.
2. The Jeopardy Sheet does not apply to first and/or second year teachers. The Jeopardy Sheet does not apply to those situations identified in ORC 3319.16.
3. When there is an awareness of an unsatisfactory situation or a serious and repeated problem related to the employment performance of a teacher, a conference will be scheduled with the teacher by the principal. The teacher-principal conference will take place as soon as practical after awareness of the problem.

At this conference the teacher will receive a written record of his/her unsatisfactory performance and written recommendations for correction(s).

At this time the teacher will have the opportunity to present his/her written clarifications or rebuttal to the principal and his/her suggestions for correction on improvement of the unsatisfactory situation.

4. If, after forty-five (45) days, the recommendations given on the Jeopardy Sheet are not implemented, the principal will notify the Superintendent and teacher in writing of his/her recommendation for non-renewal/termination of contract. The administration will make every effort to provide assistance to teacher(s) it feels is in danger of receiving a Jeopardy Sheet.*
5. The teacher will have an opportunity to meet with the Superintendent, and will present his/her information regarding the unsatisfactory situation and/or performance.
6. The principal, Superintendent, and teacher will meet to discuss and review material concerning non-renewal/termination of contract.
7. Teachers who are making progress on the Jeopardy Sheet recommendations may be given a one year contract with cause. A letter listing the areas to be improved upon shall accompany the teacher's cause contract.*
8. If a teacher is not to be recommended for re-employment, such teacher shall be notified in writing of the Superintendent's recommendation at least one week prior to any action taken by the Board of Education.

9. The teacher shall have the right to appeal the decision in a hearing before the Board of Education in regular or Executive session.
10. Following the action by the Board, the teacher shall be notified in writing within one week. In no case shall notification of non-renewal/termination be received by a teacher after April 30 as prescribed by law.

*(note item #2 indicating Jeopardy Sheet on this item does not apply to first or second year teachers.)

C. EVALUATION OF EXTRA DUTY ASSIGNMENTS

The performance of class, club and activity advisors shall be evaluated annually, in writing, by the building administrator. Coaches shall be evaluated by the Athletic Director. Comments, instructions, criticisms, etc., which may be used in evaluations shall be shared with the coach/advisor, in writing, at the time of first concern.

ARTICLE VIII ECONOMIC ISSUES

A. SALARY INDEX

The universities within the State of Ohio are now on the quarter system. Therefore, the index and salary schedule shall be listed by both quarter and semester hours.

The B.A.+15 column relates to association members who have completed 15 or more semester hours of college course work after the date the Bachelor's Degree was obtained.

The B.A.+30 column relates to association members who have completed 30 or more semester hours of college course work after the date the Bachelor's Degree was obtained.

The M.A.+15 column relates to association members who have completed 15 or more semester hours of college course work at the graduate level after the date the Master's Degree was obtained.

The M.A.+30 column relates to association members who have completed 30 or more semester hours of college course work at the graduate level after the date the Master's Degree was obtained.

When converting from quarter hours to semester hours, three quarter hours of credit shall equal two semester hours of credit.

To qualify for the B.A.+15, B.A.+30, M.A., M.A.+15, or M.A.+30 columns on the salary schedule, official transcripts of undergraduate and graduate courses must be on file in

the local Board offices showing the college course work completed by September 15 and January 15.

B. SALARY CALCULATIONS/SERVICE CREDIT

Each teacher employed by the Board may be given full credit up to the amount of years that would be equivalent to a placement on the State Minimum Salary Schedule, not to exceed ten (10) years of service outside the District, whether private or public, or for up to five (5) years of military service in the Armed Forces of the United States.

Teachers employed in the District will be given credit for salary purposes with full school years of experience. A full school year one hundred and twenty (120) days will be used to determine placement on the salary schedule.

The O.R.C. states that a salary notice must be sent by the first day in July. If the salary is not set and approved by the first of July in a salary negotiation year, the July 1st date is extended until salary is set and approved.

C. SALARY SCHEDULE - INDEX

<u>Years</u>	<u>B.A.</u>	<u>B.A. +15</u>	<u>B.A. +30</u>	<u>M.A.</u>	<u>M.A. +15</u>	<u>M.A. +30</u>
0	1.000	1.037	1.064	1.105	1.155	1.194
1	1.057	1.086	1.115	1.152	1.190	1.226
2	1.103	1.134	1.166	1.199	1.226	1.257
3	1.149	1.183	1.216	1.253	1.281	1.313
4	1.195	1.231	1.267	1.308	1.335	1.369
5	1.242	1.281	1.318	1.362	1.389	1.425
6	1.288	1.328	1.368	1.416	1.444	1.481
7	1.334	1.377	1.419	1.470	1.498	1.537
8	1.381	1.425	1.470	1.525	1.552	1.593
9	1.427	1.474	1.520	1.579	1.607	1.649
10	1.473	1.522	1.571	1.633	1.661	1.705
11	1.520	1.571	1.622	1.687	1.716	1.761
12	1.567	1.620	1.673	1.741	1.770	1.817
13	1.614	1.669	1.724	1.795	1.825	1.873
14	1.661	1.718	1.775	1.849	1.880	1.929
15	1.708	1.767	1.826	1.903	1.935	1.985
16	1.755	1.816	1.877	1.957	1.990	2.041
17				2.011	2.045	2.097
18					2.100	2.153

D. SALARY SCHEDULE

The BA base salary effective September 1, 2009 shall be \$30,959.

Salary Schedule - September 1, 2009 2010 – August 31, 2010 2011

Service Years	<u>B. A.</u>	<u>B.A. + 15</u>	<u>B.A.+ 30</u>	<u>M.A.</u>	<u>M.A.+ 15</u>	<u>M.A. + 30</u>
0	\$30,959	\$32,104	\$32,940	\$34,210	\$35,758	\$36,965
1	\$32,724	\$33,621	\$34,519	\$35,665	\$36,841	\$37,956
2	\$34,148	\$35,108	\$36,098	\$37,120	\$37,956	\$38,915
3	\$35,572	\$36,624	\$37,646	\$38,792	\$39,658	\$40,649
4	\$36,996	\$38,111	\$39,225	\$40,494	\$41,330	\$42,383
5	\$38,451	\$39,658	\$40,804	\$42,166	\$43,002	\$44,117
6	\$39,875	\$41,114	\$42,352	\$43,838	\$44,705	\$45,850
7	\$41,299	\$42,631	\$43,931	\$45,510	\$46,377	\$47,584
8	\$42,754	\$44,117	\$45,510	\$47,212	\$48,048	\$49,318
9	\$44,178	\$45,634	\$47,058	\$48,884	\$49,751	\$51,051
10	\$45,603	\$47,120	\$48,637	\$50,556	\$51,423	\$52,785
11	\$47,058	\$48,637	\$50,215	\$52,228	\$53,126	\$54,519
12	\$48,513	\$50,154	\$51,794	\$53,900	\$54,797	\$56,253
13	\$49,968	\$51,671	\$53,373	\$55,571	\$56,500	\$57,986
14	\$51,423	\$53,188	\$54,952	\$57,243	\$58,203	\$59,720
15	\$52,878	\$54,705	\$56,531	\$58,915	\$59,906	\$61,454
16	\$54,333	\$56,222	\$58,110	\$60,587	\$61,608	\$63,187
17				\$62,259	\$63,311	\$64,921
18					\$65,014	\$66,655

E. EXTRA DUTY PAY

1. All percentages set forth on the supplemental salary schedule shall be a percent of the starting bachelor's salary at step BA-0 of the salary schedule in affect for the school year in question.
2. Administration will determine initial placement on the supplemental scale.
3. Movement on the supplemental scale is determined by consecutive years of service in the given sport activity. If a person who has an extra duty position leaves for one year, he/she would not lose his/her experience when they return. If the person is out for more than one year, his/her placement will be determined by the athletic director/administrator.
4. The building principal with Superintendent and Association approval may add additional sport/activity.
5. The payment of extra duty pay will be paid evenly in twenty-six (26) pay periods for all duties assigned prior to the first payroll. Extra duties assigned after the first pay period will be divided over the remaining pays.

Pike-Delta-York Extra Curricular

2010-2011 - Base Salary - \$30,959

	<u>0-2</u>	<u>3-5</u>	<u>6+</u>
Vocal Music 7-12	9%	10%	11%
Band 7-12	10%	11%	12%
	+ extended time	+ extended time	+ extended time
Assistant Band Director	4%	5%	6%
Flag Instructor	4%	5%	6%
Summer Band Camp			
Percussion	1%	2%	3%
Flags	1%	2%	3%
Drum Line Director(s)	1%	2%	3%
Senior Class Advisor	2%	3%	4%
Junior Class Advisor (without Prom)	2%	3%	4%
Junior Class Advisor (with Prom)	4%	5%	6%
Sophomore Class Advisor	2%	3%	4%
Freshman Class Advisor	2%	3%	4%
Eighth Grade Class Advisor	2%	3%	4%
Seventh Grade Class Advisor	2%	3%	4%
6th Grade Class Advisor	2%	3%	4%
NHS	2%	3%	4%
FTA	2%	3%	4%
MEDS	2%	3%	4%
FCCLA	2%	3%	4%
FFA	2%	3%	4%
Drama Club	2%	3%	4%
French Club	2%	3%	4%
Spanish Club	2%	3%	4%
Science Fair (Middle School)	2%	3%	4%
School Paper (12-18) issues -			
out of school	3%	4%	5%
in school	1%	2%	3%
Year Book	5%	6%	7%
Middle School Year Book	3%	4%	5%
All School Musical	8%	10%	12%
All School Musical, Assistant	3%	4%	5%
Conductor, Musical	3%	4%	5%
Elementary Musical	1%	2%	3%
York Musical	1%	2%	3%
Del Aires Choreography	\$500		
Auditorium Manager	Hr. Rate		
Mock Trial	2%	3%	4%
NJHS-MS	2%	3%	4%
Student Government, Middle School	2%	3%	4%
SADD (H.S. and Middle School)	2%	3%	4%
Student Council, High School	2%	3%	4%
Destination Imagination	4%	5%	6%
Science Club/Middle School	2%	3%	4%
Power of the Pen	2%	3%	4%
History Day	2%	3%	4%
Art Club	2%	3%	4%
Quiz Bowl	2%	3%	4%
Technology Assistant	2%	3%	4%

Head High School Coaches:

Head Football Coach	16%	17%	18%
Head Wrestling Coach	16%	17%	18%
Head Basketball Coach	16%	17%	18%
Head Cross Country Coach	10%	11%	12%
Head Track Coach	10%	11%	12%
Head Golf Coach	9%	10%	11%
Head Baseball Coach	10%	11%	12%
Head Girls Volleyball Coach	15%	16%	17%
Head Girls Basketball Coach	16%	17%	18%
Head Girls Softball Coach	10%	11%	12%
High School Cheerleading Advisor	10%	11%	12%
Head Swimming Coach	7%	8%	9%
Strength Coach	4%	6%	8%
Assistant High School Coaches			
Assistant Football Coaches	10%	11%	12%
Assistant Wrestling Coach	10%	11%	12%
Assistant Basketball Coaches	10%	11%	12%
Assistant Girls Basketball Coach	10%	11%	12%
Assistant Volleyball Coach	10%	11%	12%
Assistant Baseball Coach	7%	8%	9%
Assistant Track Coach	7%	8%	9%
Assistant Softball Coach	7%	8%	9%
Assistant Cheerleading Advisor	5%	6%	7%
Assistant Cross Country	7%	8%	9%
9th Grade			
Football	10%	11%	12%
Volleyball	10%	11%	12%
Basketball (Boys)	10%	11%	12%
Basketball (Girls)	10%	11%	12%
Baseball	7%	8%	9%
Softball	7%	8%	9%
Middle School Coaches			
Football Coaches	8%	9%	10%
Basketball Coaches (7th grade; 8th grade)	8%	9%	10%
Wrestling Coach (7th & 8th grade)	8%	9%	10%
Track Coach (Boys)	7%	8%	9%
Track Coach (Girls)	7%	8%	9%
Cheerleading Advisor			
Football (2.5%)	6%	7%	8%
Basketball (3.5%)	6%	7%	8%
Volleyball (Girls) (7th grade; 8th grade)	8%	9%	10%
Basketball (Girls) (7th grade; 8th grade)	8%	9%	10%
Middle School Assistants			
Football	6%	7%	8%
Basketball	6%	7%	8%
Volleyball	6%	7%	8%

Supplementals will be filled as needed.

Elementary & Middle School Guidance Counselor	\$300
High School Guidance Counselor	\$450
LPDC Chairperson	2%
LPDC Members other than Chairperson	\$25.00/meeting (minimum of 4 meetings, up to 8 meetings per year)

F. SALARY CALCULATIONS

1. PART-TIME PERSONNEL

The salary of part-time association members working in one or more buildings will be calculated on a pro-rata basis and shall be paid at the per diem rate of compensation commensurate with appropriate placement on the salary schedule. In buildings where classes are taught by periods, the pro-rata salary basis shall be the number of periods worked, including lunch, travel time between buildings, and conference and planning, divided by the number of periods in the school day. In buildings where classes are not taught by periods, the pro-rata salary basis shall be the number of minutes worked, including fifteen (15) minutes before the start of the first class, lunch, conference and planning time, travel time between buildings, and divided by the number of minutes in the school day not to exceed four hundred and twenty (420) minutes.

2. TUTORS

Tutors shall receive hourly compensation calculated by the per diem equivalent of the B.A. Column, Step 0 of the salary schedule based upon a 183 day year and seven (7) hour duty day.

3. VOCATIONAL TEACHERS

Vocational teachers and other teachers who supervise pupils involved in vocation experiences working on extended time will be reimbursed at the same daily rate as during the regular school year. A tentative schedule including length of work day, shall be submitted to an administrator in advance for his consideration and approval weekly while on extended time.

G. NUMBER OF PAYS PER YEAR

The Board will pay bargaining unit members their annual salary in twenty-six (26) equal installments.

The first pay each school year could only be paid if money was earned by that date. Depends upon the first working day of the new school year.

H. LIFE INSURANCE

The Board will purchase \$30,000 term life insurance for each full-time certificated association member. If available, teachers will be allowed to purchase a similar amount of term life insurance at the teacher's cost from the company selected by the Board.

I. HEALTH INSURANCE

1. All full-time board employees will receive family medical insurance coverage with each member contributing one hundred dollars (\$100.00) per month per family and fifty dollars (\$50.00) per month per single. The employee's monthly share of the health benefits premium generally shall be deducted from pays in the month immediately preceding the month of coverage.
2. Part-time certificated employees (half-time or more) will receive single coverage at one hundred percent (100%) Board paid.

Part-time certificated employees working less than half-time will receive single coverage at fifty percent (50%) Board paid.

Present employees receiving single or family coverage will continue to receive single or family coverage if not received by his/her spouse.

3. These coverages are:

NBEC Health Plan A+ 1(A)

NBEC Vision Plan 2B

\$20 Total Co-Payment
Exams Every 12 months
Lenses Every 12 months
Frames Every 24 month

NBEC 3 Dental Plan

Deductible:
(Per calendar year)

\$25.00 per person
\$50.00 per family
(DEDUCTIBLE NOT APPLICABLE
ON CLASS I PREVENTATIVE AND
DIAGNOSTIC SERVICES).

Co-Payments:

100% of Usual, Customary, and
Reasonable on all Class I Services
(Preventative and Diagnostic).

80% of Usual, Customary, and
Reasonable on Class II Services
(Basic Restorative).

60% of Usual, Customary, and
Reasonable on Class III Services
(Major Restorative).

60% of Usual, Customary, and Reasonable on Class IV Services (Orthodontics).

Maximum Benefits \$1,000 payable, per person per calendar year for Class I, II, and III services combined.

Maximum Orthodontic Benefit A lifetime maximum of \$1,000 payable per covered person (DEDUCTIBLE NOT APPLICABLE ON CLASS IV ORTHODONTIC SERVICES).

Dependent age limit: 23
If full-time student: 25

The Board may purchase the above dental insurance plan from a carrier of its choice.

The Board will provide a 125 Plan for non-reimbursed medical, dental and vision costs.

J. SEVERANCE PAY AT RETIREMENT

Each retiring employee of the District with ten (10) or more years service credit shall, upon application, be entitled to receive a severance payment their accrued but unused sick leave. The severance payment will be taken by a maximum of two payments by the end of the first pay of January.

1. The amount of the severance benefit will be calculated by multiplying the number of accrued but unused sick days by their teaching salary per diem rate, then by .33.

* For severance purposes only, when the final accrued sick leave has been impacted by a BOE approved Family Medical Leave not including maternity/paternity leaves, the sick leave days under the medical leave act shall be added back into the accrued sick leave up to a maximum of 208 days.

2. Each eligible retiring employee shall receive an additional amount equal to \$75.00 times (45 days minus the number of sick days used during his/her last three years).
3. An additional amount of \$750.00 will be paid as severance to employees filing retirement by February 1 of the year in which they plan to retire.

K. PROFESSIONAL GROWTH AND EDUCATIONAL REIMBURSEMENT

The Pike-Delta-York Education Association and Board believe that a comprehensive staff development program is essential for professional growth. This growth can be encouraged by:

1. In-service meetings that are designed to meet identified interests and provide assistance in areas that need upgrading.
2. Research conducted by a association member or members in the form of specific study programs, seminars, and workshops.

Appropriations of \$9,000 will be made each school year to pay such expenses as registration housing up to \$75.00 per night, meals up to \$25.00 per day and mileage to professional activities for staff.

The \$9,000 will be allotted by building based on the number of staff. The costs of meeting assigned by administration will not be deducted from the \$9,000. These monies are to be used for curriculum related activities. The Superintendent and President will meet annually to establish building allocations.

Requests for professional meetings and expenses must be approved by the Superintendent prior to participation. Itemized expenses with invoices will be submitted following participation. The Association shall receive quarterly reports of these expenses. All requests for participation and approval of expenses shall be made as far in advance as possible in order that available funds may be allocated fairly and objectively.

3. Visitation opportunities to observe multi-media centers and curriculum centers.
4. Classroom visitations in other schools to observe methods and new innovative methods.
5. Encouraging experimentation with innovative programs that will strengthen and supplement present programs.
6. Expecting participants in the above activities to share ideas and methods observed or experienced through oral and/or written communication.
7. Establishing an area where professional books and periodicals are made available to association members.
8. Encouraging all association members to personally pursue activities which will contribute to better understandings of education in general, the subject areas or grade levels taught, human growth and development and interactions and community activities and more. Among the activities which might be expected are college course work, membership in several educational organizations, professional reading, attendance at workshops, participation in discussion

groups at a local, county, or state level, and involvement in community organizations and activities. Such activities may be expected of a dedicated professional teacher at his own time and expense.

9. In approving the use of school time or Board funds, priority will be given to those association members who exhibit professional initiative such as included in Item 8 above, cost effectiveness and with consideration for overall district requests.
10. Educational Reimbursement:

The allocation for college or continuing education unit reimbursement shall be \$20,500 to encourage the staff to obtain additional college training related to the educational field.

- a. Any teacher is eligible after having taught one (1) year in the Pike-Delta-York District. The teacher must return to work in the District the following September to be eligible for reimbursement.
- b. A maximum of fifteen (15) semester hours may be approved for any one (1) year. Certified staff will not be approved for more than four (4) semester hours per semester when teaching full time.
- c. Teachers shall not carry more hours of college work than they can handle and still maintain their classroom performance and fulfill other obligations expected of Pike-Delta-York teachers. The Administration and the Association will use its best efforts to secure compliance with the preceding statement.
- d. The teacher must have the approval of the Superintendent prior to beginning the course(s).
- e. Reimbursement shall be made directly to the teacher in a lump sum prior to November 1 following the submission of verification of the credits authorized and completed. Official verification of costs shall be substantiated by copy of official fee slip. Official verification of course work completed shall be by grade slip or transcript. Verification of cost and completion of course work shall be submitted by September 30 of each year for the November payment.
- f. No teacher shall be reimbursed more than the actual cost of tuition paid by the teacher. Reimbursement will be set by the Board of Education at its October regular meeting.
- g. If the accumulation of approved reimbursements for all association members in one (1) year exceeds the total District allocation, the rate of reimbursement will be determined using the following formula: Dollar amount allocated divided by the dollars spent for tuition equals the multiplier on the dollar reimbursed to association members.

- h. The provisions of this Article cover the period since the last payment of professional growth monies.

L. PAYROLL DEDUCTIONS

The Board will deduct and remit to the Association the amount of representation fees or membership dues certified by the Association.

For each teacher who has executed an authorization for membership dues deduction by the first Friday after the first day of the school year or the first year of employment, whichever comes later, the Board will deduct the regular incremental dues in equal amounts twice each month September through May of each school year. Unless revoked by the signatory by providing written notice to the Board and the Association between June 1 and June 30 of any year or by termination of employment, this authorization will continue for the term of this Agreement. Nothing in the foregoing will limit a new employee reporting to work after the first Friday from the right to execute an authorization. Agency fee deductions shall be made automatically in the same manner as dues but no authorization is required.

The Board will make every effort to distribute deductions which are not covered by sick leave, emergency leave, or personal leave policy equally over the remaining pay periods of the year.

The payroll deductions herein provided for shall be made on the form provided by the Association.

M. REIMBURSEMENT TO THE BOARD

The Association agrees to reimburse the Board for any reasonable extra expense incurred in furnishing materials or making the records available to the Association.

N. BUDGET CONSULTATION

Principals will consult with teachers regarding the expenditure of funds for textbooks, library books, subscriptions and educational supplies for that building.

O. MILEAGE

The Board of Education agrees to mileage reimbursement of the IRS rate as of July 1 of the current year for all approved mileage.

P. STRS PICK-UP

Effective September 1, 1984, the Board of Education shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked-up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to

federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System of Ohio contribution which has been designated as "picked-up" by the Board, and that the amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "picked-up", nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

ARTICLE IX PROCEDURES

A. BOARD POLICY

Pike-Delta-York teachers are bound by Board policy. Board policies are updated regularly. The PDY board policy book is available on the school website. Teachers are encouraged to visit this site to keep current on PDY board of education policies.

B. POLICIES FOR PIKE-DELTA-YORK EDUCATION ASSOCIATION EXECUTIVE COMMITTEE

The President of the Association shall be provided a current copy of the entire Board Policy Manual. Copies of all current Board policies shall be provided in sufficient number, following the adoption by the Board, for all members of the Pike-Delta-York Education Association Executive Committee upon request.

C. WORK DAYS TO MEET STATUTORY REQUIREMENTS

After consultation with the Association, the Board will alter the school calendar for teachers in order to comply with but not to exceed statutory requirements to receive state foundation monies or aid. Such alteration to be made, when the number of school calamity days missed is beyond the number allowed under state law or days missed resulting from a strike/or professional study days not authorized by the Board.

D. SCHOOL DELAY OR CLOSING

On days when schools are delayed because of weather conditions or mechanical failure, the certificated staff shall not be required to report to school until fifteen (15) minutes before students are expected to arrive. When all schools in the District are canceled, the staff will not be required to report but can work, if the building is open, at their discretion.

When a building is closed due to mechanical failure the principal shall have the option of holding a planned teacher in-service program for the staff of that building. Such program may be held in any designated school building in the District.

E. SCHOOL YEAR CALENDAR

The Board and the Association will meet and confer on the school year calendar prior to its adoption by the Board.

The school year for association members will consist of 183 days organized in the following way: 178 days of instruction with students, two (2) days of parent teacher conferences (See Article X Section S) two (2) district scheduled work days, and one individual scheduled work day as described below.

Each association member will be required to work a total of five hours prior to the district work day at the beginning of the school year. The association member will be required to sign-in and sign-out with their building administration to document a five-hour individual work day

F. LENGTH OF DAY

The length of the working day shall not exceed seven (7) hours in length, including a thirty (30) minute duty-free lunch. Teachers are to be present and in their assigned rooms each day fifteen (15) minutes before the start of school and are asked not to leave the building during school hours except at lunch time without checking with the principal. Teachers shall not leave the building until five (5) minutes after the buses are gone in the evening unless excused by the principal and shall be available for fifteen (15) minutes after school any day without prior notice.

*The school day may be extended as agreed in the school calendar for Open House and Parent-Teacher Conferences.

G. PLANNING PERIOD

All teachers shall have at least two hundred and fifteen (215) minutes per week of released time where the teacher would be free of classroom teaching and supervising duties. This time shall come in at least one (1) block of thirty-five (35) minutes each day.

The fifteen (15) minutes before school that the teachers are required to be present is not planning time.

In grades K – 5 the lunch recess period adjacent to the thirty (30) minute duty free lunch period shall be considered planning time. However, the twenty (20) minutes of “recess time for children” taking place in the AM or the PM shall be considered academic assist time. Academic assist time shall be used for working with small groups or individual students, association members discussing student achievement, administrator meetings with grade level teams/association members discussing students’ academic affairs, and parent meetings discussing their child. This time will not be used for lunch or recess supervision. This time will be used for the academic improvement of the students.

Teachers who are asked to cover a class during his/her planning period shall be reimbursed at the tutor rate, in increments of 30 minutes, e.g., if the class is 30 minutes or less, the person would be paid 1/2 hour at the tutor rate. If the class is 31 or more minutes, the person would be paid one (1) hour at the tutor rate.

Teachers who voluntarily accept a "teaching overload" and subsequently forfeit conference/planning period will be compensated at a pro ration of their per diem.

H. CHECK OUT DAYS WITH PRINCIPALS

Principals will "check out" their teaching association members within two (2) working days after the last day for students. Subject to mutual agreement, Principals may "check out" members of their teaching staff on Saturday following the last day for students.

One half of the "Check Out" day shall be covered by three (3) hours of collaboration time above and beyond the seven (7) hours required under paragraph (E) of this Article. The Treasurer is authorized to dock the pay of staff not completing the work day or collaboration.

ARTICLE X PERSONNEL POLICIES

A. TEACHING VACANCIES

When teaching vacancies or additional duty assignments are to be filled, consideration shall be given to association members first. Any association member desiring to change his position or assignments shall submit in writing his interest in changing to the Superintendent.

All extra duty assignments shall be approved by the Board on the recommendation of the Superintendent. Recommendations to the Superintendent shall be made by the building principal.

DEFINITIONS:

ASSIGNMENT	Denotes initial teaching area and/or subject and/or grade level.
QUALIFICATIONS	Certification, teaching methods, subject area knowledge and past three years of evaluations.
REASSIGNMENT	An instructional change in assignment from grade level to grade level, department to department or within a department by building principal.
SCREENING	Any introductory interview of an outside candidate for a position not formally vacant.
SENIORITY	The number of continuous years of service in the system including approved leaves of absence.
TRANSFER	A school building change.
1. VOLUNTARY	A teacher requested building change.
2. INVOLUNTARY	A transfer of a teacher to a different building because of redistricting, declining enrollment, changes in curriculum, return

of a teacher from leave, changes in location of program or classes, or building closure.

VACANCY A newly created certificated staff position or extra duty or an existing position that is open.

The following criteria will be used regarding transfer:

- A. Qualifications of the applicant for the particular vacancy.
- B. When the qualifications for more than one applicant are relatively equal, the order of priority in filling the vacancy is encouraged to be:
 - 1. Seniority
 - a. The applicant with the greatest seniority in the system for voluntary transfer.
 - b. The applicant with the least seniority in the system for involuntary transfer.
 - 2. A member of the present teaching staff.
 - 3. A person not presently employed by the Board.

If a teacher's request for transfer has been denied, he/she will upon request receive written reasons for the denial. The reasons will address the posted qualifications.

The administration staff reserves the responsibility to recommend to the Board all association members for employment as teachers or in positions of additional responsibility.

Vacancies or extra duty assignments will be posted in teachers' lounges. The posting will include essential qualifications required for the position.

On or before May 1st, each teacher will complete a short form by listing any teaching positions for which, should the positions become vacant, the teacher may wish to apply. Whenever a vacancy occurs between the end of school in June and the beginning of school in the fall, the administration will contact all teachers who have indicated an interest in that position before advertising the position outside the District. No other notification will be given during the summer.

In the event of an involuntary transfer, the Superintendent will meet with the teacher prior to July 15 to explain the reasons for transfer.

B. STAFFING STANDARDS

There shall be no delay in fully implementing the provision of any laws mandating pupil teacher ratios, the number of educational service personnel, or any other requirements affecting hiring of personnel or specific services for students.

C. TEACHER'S CONTRACTS

The second teacher's contract may be for a period ranging from a minimum of one year to four years. The Association member's second and all subsequent limited contracts may be for a period ranging from a minimum of one year to four years in length. Teachers become eligible for continuing status upon satisfaction of the requirements of the state statute (ORC. 3319.11). Teachers that will become eligible for a continuing contract at the expiration of their current contract must notify the BOE in writing by November 1 of their eligibility. This will be done on a form that is developed and distributed by the Administration on or before October 1 of each year. Failure to make declaration of eligibility for continuing contract status will be considered a waiver of eligibility and may result in the association member being issued a 1 year contract.

The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code Section 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing notification for eligibility of continuing contracts.

D. NOTIFICATION OF TEACHING ASSIGNMENT

All teachers will be notified of any changes to their teaching assignment for the next school year by July 15th. Said notification shall include course names and grade.

Should the Superintendent desire to transfer a teacher, a conference will be held prior to the implementation of the transfer. At this conference the teacher will be given reason(s) for said transfer. Upon the teacher's request the reason(s) shall be placed in writing and given to the teacher. The teacher may have a representative of their choice present at such conference. In the event the transfer is not due to filling a vacancy, the transfer shall not be implemented without full due process in accordance with this Agreement and applicable federal and state laws. Notice to the PDYEA of assignment change shall be made no later than July 15th.

E. ASSIGNMENT OF COACHES

Since the head coach must work effectively with assistant coaches, he/she should be consulted by the Athletic Director before the Athletic Director recommends the re-employment of assistant coaches.

When considering new association members for coaching assignments, interviews with the Athletic Director and/or the head coach will be arranged whenever practical and feasible. Outstanding coaches recommended by the Athletic Director to the building principal will be forwarded to the Superintendent. However, a priority in employing any professional association member is that he/she be a competent teacher. Final recommendation to the Board will be at the discretion of the Superintendent.

F. CLASS SIZE

The District will adhere to the requirements of the state-recommended pupil-"classroom" teacher ratio. In assigning class sizes throughout the District, the following factors will be considered:

*Classes taught by special education, vocational, federal-funded and ESP teachers are smaller than the recommended ratio.

*Some classrooms in the Pike-Delta-York School buildings will adequately accommodate only a small class size.

*Some classes such as music and physical education, may have more pupils enrolled without seriously harming the education results.

*High school scheduling may necessitate larger classes as well as much smaller classes. Individual high school teachers should not have more than the total pupils recommended by the North Central Association.

*The average class size of 25 pupils shall be maintained in the District with smaller classes necessary where room sizes are less than 650 sq. ft. in the elementary grades and 550 sq. ft. in grades 7-12.

The Board agrees that each student, (K-12) will be provided with a station (desk, table, etc.) and materials (textbooks, workbooks, etc.) for each subject and class assigned, within a reasonable time (one week).

G. RECEIPT OF MATERIALS BY TEACHERS PRIOR TO THE OPENING OF SCHOOL

Requests for textbooks and materials for the school year should be completed by April 15, and the purchase orders should be processed as soon as possible. The Association will assist the administration in encouraging the teachers to comply with the April 15 deadline. Teachers who wish to review this material before the opening day of school will contact their respective Principal at least one day in advance so that the Principal has an opportunity to locate the material. It is expressly understood that this proposal in no way guarantees availability of any textbooks or materials. Teachers may receive materials prior to the opening of school.

H. ELEMENTARY COUNSELOR →

The Board and the Association jointly recognize the need for the services of a Pike-Delta-York counselor in grades K-5 to meet students' needs. An elementary guidance counselor will be employed by the District to support the guidance needs of its elementary student population.

I. STANDARDS FOR PHYSICAL EDUCATION

The Pike-Delta-York Education Association and the administration mutually realize they have an obligation to fulfill Standards of sound educational value as set forth by the State of Ohio. In compliance with these Standards, scheduling shall be set so that all classes in the elementary schools shall receive gym periods under a certificated physical education instructor or an elementary certificated association member.

According to the above stated Standards, all grades shall receive the maximum number of minutes of recess each week and these are not to be counted in the physical

education period. Elementary grade physical education shall meet the following weekly standards not including recess:

K- 4 70 minutes

Necessary recess periods will be restored to guarantee compliance with Minimum Standards, provided that during cold months (approximately November 30 to March 30) any class having a physical education period immediately prior to a recess period would not allow the children to go outside because of the health factors involved.

J. STUDENT TEACHERS

The Superintendent shall place a student teacher only upon the written approval of the cooperating teacher. Only one student teacher per year will be assigned to an individual teacher.

K. EVALUATION OF PROGRAMS AND SERVICES

There shall be periodic evaluation of programs and services. Association members who are impacted by limited enrollment in a program may be reduced to part-time status, however, no reduction will occur during the academic year.

L. GRADE PLACEMENT

A committee of teachers will be directly and actively involved in any plans made for grade placement to buildings. This would involve the change of rooms from building or movement of grades in a block.

M. STAFF ASSISTANCE IN CURRICULUM DEVELOPMENT

Certificated Pike-Delta-York teachers recognize the professional obligation of involvement in curriculum development and the selection of books and other instructional materials. The need for periodic assessment of course expectations, materials, and procedures is acknowledged. It is further recognized that a leadership role in these activities can be most time consuming. Released time may be given when it is necessary to have a teacher work on a course of study committee. It may be necessary to have such meetings extend beyond the length of the regular day. Every effort will be made to have such committees begin meeting early in the school year, usually no later than November 1.

N. COMPLAINTS AGAINST TEACHERS

An administrator who receives a verbal complaint about a teacher will encourage the parent to discuss the concern with the teacher first.

An administrator who receives a verbal complaint about a teacher will use his/her best judgment in deciding whether or not to bring the complaint to the teacher's attention.

A serious, written complaint to an administrator about a teacher shall be promptly called to the teacher's attention. A written record regarding the facts surrounding the complaint

shall be developed by the administrator to whom the complaint was made. A copy of this written record shall be given the teacher, the complainant, the principal, and the Superintendent.

O. FACULTY DRESS AND APPEARANCE

The dress and personal appearance of a faculty member should be left to his or her discretion. The association member shall base his/her judgment on what he/she believes is appropriate professional appearance.

P. PERSONNEL RECORDS

Pursuant to provisions of ORC 1347 the Board shall notify each employee of any personal information system it maintains. Employees will have the right, upon request, to review the contents of their personnel files and to receive a copy, at their expense, of any documents contained therein, as allowed by law. The review will be made in the presence of administrative personnel. Employees have the right to Association representation when reviewing their personnel file.

Upon making an appointment with the Superintendent, an employee will, at any time, have the right to indicate those documents and/or other materials in his/her file which he/she believes to be inaccurate, irrelevant, untimely, or incomplete. Said documents will be reviewed by the Superintendent and if the Superintendent agrees, they will be destroyed. Any information that cannot be verified or is inaccurate shall be deleted.

Material pertaining to Board employment will be placed in an employee's personnel file only when the association member has had the opportunity to review such material by affixing his/her signature to the copy to be filed and indicating on the copy any agreements and/or disagreements with the contents. The employee will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent and attached to that copy. Nothing else shall be placed in a personnel file. Nothing contained in this Section of the Agreement shall be construed so as to reduce any right or benefit provided employees pursuant to ORC 1347.

Q. PARENT-TEACHER CONFERENCES

Parent-teacher conferences will be held prior to December 15 each year in each building at times and dates agreed to by the majority of each building staff prior to May 2 of the preceding school year.

The format of Parent-Teacher conferences will be determined on a building-by-building basis with Superintendent approval. The conferences will span the equivalent of two (2) days lasting six and a half (6.5) hours each. At least one day will include an evening session. Evening conferences will end by 9:00 p.m. A minimum of forty-five (45) minutes will be scheduled as a break period between the close of school and the start of evening conferences. Teachers having a full conference schedule may schedule a ten minute break period during the evening session. Teachers are expected to make every reasonable effort to encourage parental participation.

With the exception of kindergarten, parent-teacher conferences will be held for all grades in a school building on the same days.

R. VIDEO TAPE

The use of video or other mechanical devices or any other teaching equipment or materials can be justified only as a means to improve instruction. All association members shall be encouraged to use all available equipment and materials to improve instructional results. Discretion and professional ethics shall prevail at all times when working with students or association members. Recorded teacher or class activities may not be played or shown to other individuals or groups without the written consent of the teacher involved. Tapes will be able to be retained for use for a reasonable length of time and may be erased by the teacher.

S. REDUCTION IN PERSONNEL

If the Board finds it necessary to reduce teaching personnel due to shortage of funds, such reduction shall not cause a violation of state laws governing pupil-teacher ratios, required education service personnel, etc.

All other reasons for reduction in teaching personnel are defined in ORC 3319.17.

Reduction of teaching personnel may occur from reduction in school programs. The Board has sole legal authority and responsibility to reduce programs, if necessary, without running afoul of legal mandates. If and when the Board reduces programs, necessary reductions in personnel will observe the provisions of ORC 3319.17, and subsequent legal opinions rendered in reference to ORC 3319.17.

Those provisions are: The Board shall suspend contracts in accordance with the Superintendent's recommendation. The Superintendent's recommendations shall, within each teaching field affected, give preference to teachers on continuing contract and teachers who have greater seniority. Seniority is defined as the length of continuous service in the District. Seniority is not affected by transfer of position, building, assignment, etc. Teachers on continuing contract who are laid off shall be recalled, in order of seniority, if and when positions become vacant for which they are or become qualified.

The Board further agrees that: any teacher on layoff shall be recalled in inverse order of layoff. No new teacher shall be employed by the Board while there is a teacher on layoff who is certificated for the opening teaching position.

The Board shall give written notice of recall from layoff by registered mail, to said teacher, at his/her last known address. It shall be the responsibility of each teacher to keep his/her address current with the Treasurer of the Board. If a teacher fails to report to work within the next ten (10) calendar days from date of receiving the recall, unless an extension is granted in writing by the Board, said teacher shall have thereby terminated his/her individual employment contract and any other employment relationship with the Board.

During the layoff time, the teacher's seniority status shall remain unbroken. In addition, he/she shall maintain but not increase all accumulation of sick leave days and shall retain the same salary schedule placement as if he/she had continued to teach.

Leaves of absence without pay will be granted to any and all certificated staff affected by the reduction. These leaves of absence shall not prohibit the certificated staff from seeking and accepting gainful employment elsewhere. During said leave of absence the certificated association member shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premium. During said leave of absence, the certificated association member's seniority shall remain unbroken despite such leave.

T. MENTOR PROGRAM

In the event that the mentor program (such as Northwest 9) for entry year teachers is discontinued, the Board will continue the program with a \$1,000 reimbursement to the person serving as the Mentor. This program would require that the mentor provide support and assistance to the mentee and the expectation of four (4) full days or eight (8) one-half days of observation with follow-up conferences.

The Board shall provide \$1,000 reimbursement to the mentor assigned to a new employee who is an experienced teacher.

ARTICLE XI RIGHTS OF INDIVIDUALS

The provisions of this Agreement, and the wages, hours, terms and conditions of employment, shall be uniformly applied to all members of the bargaining unit.

ARTICLE XII LEAVES

A. ASSAULT LEAVE

Notwithstanding the provisions of ORC 3319.141(sick leave) the Board will adopt a policy of assault leave in compliance with the provisions of ORC 3319.143. The policy will establish rules for the entitlement, crediting, and use of assault leave and the Board shall uniformly administer the policy for all employees. The policy will include the following provisions:

1. Assault leave will be granted only for absence due to physical disability resulting from an assault which occurs in the course of Board employment. The administration has the option of granting assault leave for emotional duress resulting from an assault.
2. Assaults arising from matters not related to Board employment (i.e., domestic quarrels, resisting arrest, etc.) do not qualify for assault leave regardless of where they occur.
3. Assault leave shall not be granted if the assault arises from unreasonable actions by the employee, under the given circumstances. Reasonableness and other questions of fact shall be determined by the Board through investigation.

4. The employee shall furnish a signed statement describing the circumstances and events surrounding the assault, including known witnesses, to justify the use of assault leave. If medical attention is required, the employee shall also furnish a physician's certificate stating the nature of the disability and its duration. Falsification of either document is grounds for suspension or termination of employment under ORC 3319.16.
5. Employees remain on their Board full pay status during an assault leave until they qualify for service disability under State Teachers Retirement System and/or Bureau of Worker's Compensation. Maximum time of assault leave will be determined by the State Teachers Retirement System Board or Bureau of Worker's Compensation and/or any appropriate court when the employee is placed on State Teachers Retirement System or Bureau of Worker's Compensation.
6. A copy of the Assault Leave policy will be filed with the State Department of Education.
7. Assault leave is meant to provide financial security to the employee, not financial gain. If the employee is paid for lost wages for this assault, through worker's compensation or settlement of legal claims, the employee shall reimburse the Board for salary paid during the leave.

B. ASSOCIATION BUSINESS LEAVE

The Association shall be granted up to twelve (12) days annually to conduct business of the Association. For any days beyond twelve (12) days the Association shall reimburse the Board the cost of the substitute teacher for each teacher-day the leave is used. Association leave is subject to approval by the Superintendent. [Administration will approve six (6) days for one individual and additional days in extenuating circumstances.] (See Appendix B; Request for Association Business Leave.)

C. MATERNITY/PATERNITY OR ADOPTION LEAVE

1. A maternity/paternity leave shall be granted without pay for a period of a maximum of one school year except as provided below for child care of a newborn infant. Teachers on maternity leave shall return from leave only at the beginning of a semester unless the Superintendent and the teacher mutually agree on a mid-semester return. Teachers who begin a leave during the semester shall be allowed to continue their leave beyond one year until the start of the semester immediately following the one year anniversary date of the leave so as to allow for a return at the beginning of a semester. A teacher will be allowed to return to service from a leave prior to its expiration in the event of a stillbirth or a miscarriage, with the approval of the Superintendent and her physician. Only one spouse at a time within district will be eligible for a maternity and/or paternity leave.
2. A teacher must request a maternity leave at least four (4) months prior to the expected date of birth. Requests for leave must be filed with the Superintendent. Requests for leave must also contain the teacher's planned date of return from leave. A association member may use up to 30 consecutive work days of Sick Leave, from the birth of the baby, for a Maternity/Paternity Leave during the school

year. Additional days would necessitate certification by a physician. Staff on a year leave of absence do not qualify for sick leave usage.

3. Adoption

A teacher who is in the final interview stage of adopting a child of five (5) years of age or younger may request a leave as provided above, provided that the request be made not less than sixty (60) days prior to the beginning of said leave.

D. FAMILY MEDICAL LEAVE ACT

The Board will adhere to the regulations of the Federal Family Leave Act, but all use of sick leave and/or other leaves toward an incident covered by the Federal Family Leave Act will count toward the total accumulative days allowed.

Employees wishing to make use of the Federal Family Leave Act policy must so inform the Board of Education within the third (3rd) day of their absence and/or leave.

E. MILITARY LEAVE

An employee who enters the military service of the United States shall be placed on military leave during the period of his/her military service and shall have such re-employment rights as provided by law.

F. PAID AND UNPAID PERSONAL LEAVE

Personal Leaves will be granted, as specified below, for reasons related to legal, medical, or personal matters not covered by other Board policies. At no time may a teacher use a professional, personal or other leave to work for financial compensation for him or herself, or for another.

At the beginning of the school year each member shall be credited with three unrestricted personal leave days to be utilized for the employee's personal business. There shall be no accrual of personal leave.

Teachers referred to above will not be asked to state the purpose of the leave. Paid personal leaves will be denied only when a disproportionate number of teachers from an instructional unit (for example, grades 9-12) or support service request a leave for the same period of time.

At the discretion of the Superintendent, teachers may be granted one or more days of paid personal leave per year for emergencies or for other valid reasons.

Notice of a desire to use paid personal leave must be made at least one day in advance of the initial day requested and must be approved by the Superintendent or the Principal in the absence of the Superintendent.

Unpaid personal leaves shall be granted at the discretion of the Superintendent for reasons and for periods deemed appropriate.

Unused personal leave days may be converted to a cash benefit at the rate of compensation at \$75.00 per day.

G. SICK LEAVE

Certificated professional employees of the District will accumulate sick leave in the manner prescribed by law. Said sick leave will accumulate to a maximum of two hundred eighteen days (218). For severance purposes the maximum accumulation shall be two hundred eleven days (211).

An association member may use sick leave, as listed below, for absence due to personal illness, injury, pregnancy, adoption, or exposure to contagious disease which could be communicated to others. Sick leave may also be used for absence due to illness or injury of the employee's family members or death as listed.

Sick/death leave shall be allowed association members or for their immediate family (immediate family consists of spouse, dependent children, and anyone living within the household) for periods not to exceed their accumulated sick leave account but with the maximum limitations stipulated for the following causes:

1. Illness- duration of the illness
2. Injury- for the duration of the injury
3. Exposure to contagious disease – until quarantine is lifted
4. Serious illness /serious emergency or death to the employee's adult child, brother, sister, parents, grandparents, grandchild, aunt, uncle, and in-laws (mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law), a maximum of five (5) days per occurrence.
5. In the case of death and burial of close friend or family member not listed above absence will be allowed for one (1) day.
6. Additional leave may be granted by the Superintendent for any of the above situations. The Board of Education may request proof, such as a doctor's note or an obituary, of the above circumstances if they feel necessary.

Restore any sick leave donations up to (three days) to those who donated to the sick bank.

H. SABBATICAL LEAVE

Upon written application, made not later than May 1, of any school year, and with approval of the Superintendent and Board, not more than 5% of the District's full time teachers shall be granted one (1) year sabbatical unpaid leaves for the following school year. All applications shall be reviewed by a joint committee of the Association and Board representatives. Each group shall have three (3) members on the committee. Teachers requesting sabbatical leave shall submit a detailed plan for use of the leave, to this committee. The committee shall consider and make recommendation to the Board based on:

1. The proposed program of the applicant as it relates to graduate study, travel, writing, or research.

2. The value of the proposed program to the District, its students and the applicant.
3. The applicant's length of service to the District. No consideration will be given unless the teacher has at least five (5) years experience in the District.
4. Other reasons which seem relevant to the committee.

Teachers approved for leave shall be notified before June 15. Leaves shall be from July 1 to the following June 30.

As a condition of being granted a sabbatical leave the teacher must agree in writing to return to the District the following year. During the sabbatical leave any other employment by the employee shall require the Superintendent's approval. Sabbatical leave will be terminated at any failure to abide by the agreement.

A teacher approved for sabbatical leave shall have their contract extended for one (1) additional year, if necessary.

Teachers approved for sabbatical leave shall have the option to continue participation in the employee insurance program, at their own expense, during the term of leave. Upon return to duty the following year, the Board will reimburse the teacher for one-half (1/2) the actual cost of insurance premiums paid by the teacher while on leave, for standard coverages provided to other teachers.

Upon accepting the sabbatical leave the employee will sign an agreement not to seek retirement system contributions from the Board for such leave period.

Teachers granted leaves will make a report to the Superintendent within sixty (60) days after returning to school from a sabbatical leave.

Teachers using sabbatical leave will be given full credit on the salary schedule for the period spent on leave.

*ORC 3319.131 makes the following restrictions: Military service or leave may not be counted to compute five years service for eligibility; no leave to a teacher more often than once for each five years of teaching service; and no second leave to an individual if other teachers have applied for such leave.

I. ASSOCIATION OFFICIAL LEAVE

The Board agrees that upon application, an unpaid leave of absence shall be granted to any association member for the purpose of serving in an Association elective office at the state or national level. Such leave shall be granted for a period up to the duration of this Contract.

Such leave will be granted providing a replacement who is acceptable to the Board is found.

J. RETURN TO SERVICE

1. A teacher shall file with the Superintendent a notice of intention to return to service from a leave at least ninety (90) days prior to the expiration of the leave.
2. When a teacher desires to return to service at the expiration of the leave, the teacher shall request a meeting with the Superintendent to discuss the return.
3. The teacher shall resume the contract status which she/he held prior to such leave and shall be assigned to a position in the building and subject area she/he previously taught. If no position is available, the teacher shall bump the person with the least building seniority in that subject area.
4. **Failure to Return**

Failure to return from a leave on the date specified in said leave shall be conclusively deemed a resignation of employment.

K. JURY DUTY

The Board of Education will pay an employee the difference between such employees regular compensation and the remuneration received for serving as a juror.

To receive compensation an employee is to turn in verification of jury duty and the check received for jury duty compensation.

L. PROFESSIONAL LEAVE FOR CONTINUING EDUCATION RESPONSIBILITIES

Teachers shall be permitted to utilize flexible schedules to meet responsibilities for after regular school hour contractual duties, when LPDC sanctioned classes conflict with said scheduling (i.e., parent-teacher conferences). There shall be no reduction in pay or leave benefits in the exercise of this option.

Teachers may be permitted to use professional leave to defend master and doctoral projects or thesis.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

A. SCHEDULING ASSEMBLIES AND PEP SESSIONS

Every effort will be made to notify association members at least one day in advance regarding pep sessions and assemblies.

B. EMPLOYMENT OF A NEW SUPERINTENDENT

A representative of the Association will be invited to be a member of the group interviewing the candidates selected for interview.

C. EMPLOYMENT OF NEW BUILDING ADMINISTRATORS

When a new building administrator is being sought, a committee of association members who would be working under the new administrator will be directly and actively involved in interviewing the candidates and will recommend their choice(s) to the Superintendent.

D. SENIORITY LIST

The Board agrees to provide the President of the Association, by November 1 of each school year, two seniority lists, one for limited and one for continuing contract association members.

Said seniority rank listing shall provide the following information:

1. Date of Employment (within PDY schools)
2. Certification held (in personnel records)
3. Contract status (contract held)

In the event two or more employees began work on the same date, the date on their application shall determine their seniority.

E. COPIES OF THE CONTRACT

The Board shall print at its own cost copies of this Agreement and shall provide each employee with a copy and the Association with fifty (50) within thirty (30) days of the Execution of this Agreement.

F. HEALTH AND SAFETY

It is recognized by both the Board and the Association that safety is a common concern and a common responsibility. The Board shall make reasonable provisions for the safety and health of its employees while they are on the Board's property or at facilities used by it or while on official Board business during the course of their employment. The Board will provide safe working environment and safety equipment for personal protection where required. No employee shall be required to use any equipment which is in an unsafe condition. All conditions will be governed by good safety practice and applicable statutes. Employees will be expected to exercise due diligence in the use of hazardous equipment or chemicals and to take extraordinary precautions to assure fellow employees and students are not placed in jeopardy. All employees shall be required to use safety equipment at all times where such equipment is provided by the Board. In all conditions employees are expected to make safety the first consideration in any decision where a risk is involved. Lighting of buildings, stairways, halls, parking lots and sidewalks shall conform to proper safety standards. Employees are expected to report all accidents promptly and to report all unsafe conditions to the appropriate supervisor. In case of injury to an employee or student, it shall be the responsibility of the supervisor of the activity to obtain immediate medical aid. It is the intent of the foregoing to make the practice of safety a shared responsibility. The Board will act to provide the safety training of employees where it is found to be necessary.

G. CONTRACT RELEASE DATE

July 10 is the date for automatic contract release. If an employee has the potential for leaving the district after that date and plans to ask for release of his/her contract, that person should inform the Board.

ARTICLE XIV MAINTENANCE OF STANDARDS

Items negotiated and appearing in this Master Agreement shall be continued until such time as these items shall be revised and/or eliminated through negotiations.

For the term of this Master Agreement, within the resources available, all terms, conditions and benefits of employment shall be maintained at not less than the level in effect as of the effective date of this Master Agreement.

Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to the effective date of this Master Agreement.

Individuals outside the scope of this Master Agreement will not be used for performing work normally performed by employees of the bargaining unit. Neither shall duties nor responsibilities of any position be substantially altered, increased, or transferred to persons outside the bargaining unit without prior approval of the Association.

FAXED
11-18-11

ARTICLE XV
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2010 and shall continue through August 31, 2011. The parties shall begin negotiations for a new Agreement in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14th
day of July, ~~2009~~ 2010

BOARD OF EDUCATION

By James F. Mess
President

By James Kinner
OTD/Treasurer

By _____

By _____

By _____

PIKE-DELTA-YORK
EDUCATION ASSOCIATION

By Kathleen K. Froelich
Chairperson

By _____

By _____

By _____

By _____

By _____
OEA/NEA Labor Relations Consultant

**ARTICLE XV
DURATION OF AGREEMENT**

This Agreement shall be effective as of September 1, 2010 and shall continue through August 31, 2011. The parties shall begin negotiations for a new Agreement in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2009.

BOARD OF EDUCATION

By _____
President

By _____

By _____

By _____

By _____

PIKE-DELTA-YORK
EDUCATION ASSOCIATION

By _____
Chairperson

By _____

By _____

By _____

By _____

By _____
OEA/NEA Labor Relations Consultant

APPENDIX A
GRIEVANCE REPORT FORM

Grievance # _____

SUBMIT TO PR & R IN TRIPLICATE PLEASE

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance: _____

2. Relief sought: _____

Signature Date

C. Date received by administration: _____

D. Disposition by administrators: _____

Signature Date

APPENDIX B

REQUEST FOR ASSOCIATION BUSINESS LEAVE

Teacher(s) _____

Date desired for leave _____

Total days granted for Association Business leave for a school year is up to twelve (12).

This leave has PDYEA approval _____
President

Certification of available substitute _____
Principal

For Central Office Use:

Association business leave granted prior to the request = _____ days.

Approval of Superintendent _____

(To be submitted in duplicate)

CLASSROOM OBSERVATION FORM

Teacher's Name

Date of Observation

Principal's Name

Grade Level/Subject Area

Professional Growth Goals for which observation is being made

Principal's Detailed Observations

1.

2.

3.

Teacher and Principal's Agreed Upon Conclusions Concerning Teacher's Progress Toward Professional Growth Goals

Principal's Signature

Teacher's Signature

Date of Conference

PRINCIPAL'S NARRATIVE EVALUATION

Teacher _____ Teaching Assignment _____

For the period from ____, 19__, to ____, 19__, _____
Building _____

*Comments may include, but are not limited to Professional Growth Goals. Comments may include matters of classroom performance, adherence to school laws, policies, rules, and administrative requirements; professional relations with staff, parents, and students, etc.

I have read this evaluation and I know I have the right to attach a disclaimer to this report.

Teacher's signature Date

Principal's signature

_____ Satisfactory _____ Unsatisfactory
_____ A disclaimer is attached to the evaluation.

APPENDIX "D"
JEOPARDY SHEET

Teacher _____

Building _____

YOU ARE BEING CONSIDERED FOR NONRENEWAL/TERMINATION FOR THE FOLLOWING REASONS:

Please Note Attached Page.

ATTEMPTS HAVE BEEN MADE TO HELP YOU SOLVE YOUR DIFFICULTIES IN THE FOLLOWING MANNER:

Please Note Attached Page.

FURTHER IMPROVEMENTS ARE NECESSARY IN THE FOLLOWING AREAS:

Please Note Attached Page.

Signature _____

Date _____

I have read and understand the above statements. I am fully aware of the implications. I understand my signature does not necessarily indicate agreement with the above considerations.

Teacher's Signature _____

Date _____

Teacher's Comment:

Rebuttal is attached _____

Rebuttal will be forwarded to Personnel Office _____

Pike-Delta-York Local Schools

504 Fernwood Street
Delta, Ohio 43515-1204
Phone: 419-822-3391
Fax: 419-822-4478

Ken Jones, Superintendent

Eric Soltis, Treasurer

SENIOR HIGH SCHOOL

Martin Friess
Principal
Chad Smith
Assistant Principal/
Athletic Director
Randall Lintermoot
District Administrator
605 Taylor Street
Delta, Ohio 43515-1099
Phone: 419-822-8247
Fax: 419-822-5921

MIDDLE SCHOOL

Dennis J Ford
Principal
1101 Panther Pride
Drive
Delta, Ohio 43515-9345
Phone: 419-822-9118
Fax: 419-822-8490

ELEMENTARY SCHOOL

Jay LeFevre
Principal
1099 Panther Pride
Drive
Delta, Ohio 43515-1199

Contract Extension Agreement

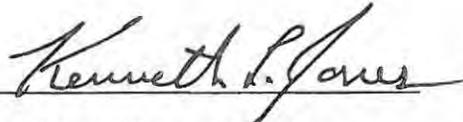
between

The Pike-Delta-York Board of Education

and

The Pike-Delta-York Education Association

This is a statement of certification to verify that an extension of the 2010-11 negotiated agreement through the 2011-12 school year was agreed to by both the PDY Board of Education in January of 2012 and the PDY Education Association in April of 2012.



PDY School Superintendent



PDT Education Assoc. President

"Pike-Delta-York Local Schools is a place where:

All students are excited to attend;

The needs of all students are met;

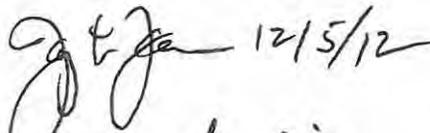
All students are valued as though they were your child or grandchild."

Final TA 12/5/12

1. For 2012-2013, all teachers will be given steps, where applicable. There will be a 0% increase on the base salary for 2012-2013.
2. Effective January 1, 2013, the Board will make available the NBEC Health Plan-High Deductible Plan with a Health Savings Account option. The Board will contribute \$950/month for the family plan and \$375/month for the single plan. The Board will contribute two times (2x) the employee contribution to the HSA up to a maximum of \$1000 per employee for the family plan, and up to \$500 for single plan.

Employees shall have the option of selecting between the NBEC Access +1A or the NBEC Health Plan High Deductible and shall have the ability to make changes each year during the open enrollment period.

3. The parties agree to commence negotiations for the successor agreement to the 2012-2013 agreement in April 2013. The parties shall schedule, as soon as practical but no later than December 31, 2012, the following negotiations dates:
 - a. three (3) full days for negotiations during April 2013.
 - b. two (2) full days for mediation in May 2013, in the case that negotiations in April do not reach a final agreement.
 - c. an arbitration date in June 2013 in the case that the mediation does not resolve the negotiations. The parties agree to appoint Arbitrator Jerry Sellman to hear the matter.
 - d. If the days in Article 12B are exceeded by the above days, additional release days shall be provided.
4. All other terms and conditions of the agreement shall remain as current contract language.

 12/5/12
 12/5/12

MEMORANDUM OF UNDERSTANDING

In order to provide retired teachers the opportunity to be reemployed in a teaching position following retirement, and in order to provide the Board of Education an incentive to reemploy retired teachers, the Pike-Delta-York Board of Education and the Pike-Delta-York Education Association hereby agree as follows:

1. During the 2012-2013 school year only, a teacher who has reached thirty (30) or more years of experience as of the end of the 2012-2013 school year according to the Ohio STRS experience levels may elect to utilize this incentive. The teacher who has reached thirty (30) or more years of experience as of the end of the 2012-2013 school year shall receive a limited teaching contract pursuant to this agreement for a period of time to bring him/her to a total of thirty-five (35) years of experience. Employees who have reached thirty (30) or more years of experience, according to Ohio State Teachers Retirement System experience levels, in the 2012-2013 school year must utilize the retire/rehire option by providing notice on or before May 1 of the year of retirement. This notice shall contain a letter of resignation stating that the employee's resignation is for retirement purposes in accordance with the retire/rehire Memorandum. These contracts shall expire at the end of the contract term, and the Board of Education shall not be required to take action to non-renew the contract at the end of the term. The parties intend that this memorandum shall supersede any such requirements in Ohio Revised Code section 3319.11.

This resignation letter will also indicate that such resignation is contingent upon the teacher being rehired under a limited contract in accordance with the provisions of this Memorandum. The effective date of the employee's resignation shall be May 31 of the year upon which the employee resigns for retirement purposes.

Employees electing this plan shall not be eligible for any other retirement incentive plan offered by the District. However, employees shall remain eligible for all applicable severance and super-severance provided for under the collective bargaining agreement.

- a. The retired/rehired teacher will be placed on the second step of the salary schedule then in effect at the teacher's appropriate educational/training level. Hereafter, the teacher will stay at Step Two on the salary schedule for all years of the contract but will be eligible for base increases.
- b. Retired/rehired teachers will be eligible to participate in any insurance plan offered and provided by the Board of Education per the negotiated Master Agreement.
- c. Retired/rehired teachers will defer their severance benefit payment until a time which final separation with the district is made. In determining the severance benefit payment upon final separation, the Board will provide up to 33% of accrued sick leave as of the last date of employment with the Board of Education, payable at the per diem rate as of the effective date of retirement in 2012-2013. If over the course of the additional years of service additional sick days are accumulated that would make the employee eligible for additional days of severance, those additional days will be calculated based on the per diem rate at the time of final separation.
- d. Retirement will not be considered a "break in service" for retired/rehired teachers when the Board of Education is considering a reduction in force.

MEMORANDUM OF UNDERSTANDING

Upon completion of the employment contracts noted above, the Board shall retain the discretion to re-hire the teacher on one or more one year, automatically non-renewing, limited contract. The Board shall not be required to take action to non-renew this contract, and the parties intend that this memorandum shall supersede any such requirements in Ohio Revised Code section 3319.11.

If a teacher is re-employed under these additional one year contracts, the severance benefit deferral shall continue until such time as the teacher separates service completely with the Board of Education.

- 2. In addition, for the 2012-2013 school year only, any teacher who has not retired, but who is eligible to retire through STRS, may retire and the Board of Education agrees to employ that teacher on a one year, automatically non-renewing limited contract. The same terms and conditions set forth in Paragraph 1(a) through (d) shall apply to that rehire. The Board of Education, at its sole discretion, may continue to employ the teacher on additional one year contracts at the conclusion of the first limited contract. Should that occur, the severance deferral shall continue until such time as the teacher separates service completely with the Board of Education. These contracts shall expire at the end of the contract term, and the Board of Education shall not be required to take action to non-renew the contract at the end of the term. The parties intend that this memorandum shall supersede any such requirements in Ohio Revised Code section 3319.11
- 3. Any teacher opting for the benefits of this MOU shall be entitled to use any accrued but unused sick leave after the date of retirement, however, total number of days used to calculate the severance to be paid at the conclusion of their employment with the Board of Education will be reduced accordingly.
- 4. Retired/rehired teachers will be held to the same evaluation process as all teachers.
- 5. The offer in this Memorandum of Understanding shall expire upon its terms on May 2, 2013.

PIKE-DELTA YORK BOARD OF EDUCATION

PIKE-DELTA YORK EDUCATION ASSOCIATION

3/27/13
Date

[Signature]
Signature, Superintendent

3/27/13
Date

[Signature]
Signature, PDYEA President

3-27-2013
Date

[Signature]
Signature, Treasurer

Date

3/27/13
Date

[Signature]
Signature, Board President

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE PIKE-DELTA-YORK BOARD OF EDUCATION
AND
THE PDYEA
AND
THE OAPSE

In order to help ensure a smooth transition for Special Education students who will now be served in the Pike-Delta-York Local School District beginning in the 2013-14 school, the Pike-Delta-York Board of Education, the Pike-Delta-York Education Association and the OAPSE hereby agree as follows:

1. Two (2) teachers and two (2) paraprofessionals currently employed by the NwOESC will be allowed to be hired by the Pike-Delta-York Board of Education, to begin employment effective August 1, 2013, without having to follow the standard posting and/or bid process.
2. Pay and contract length for the teachers, if retired, will be the same as the Memorandum of Understanding previously signed (3/27/13) with between the Pike-Delta-York Board of Education and the Pike-Delta-York Education Association. The teacher will be placed on the second step of the salary schedule then in effect at the teacher's appropriate educational/training level. Hereafter, the teacher will stay at Step Two on the salary schedule for all years of the contract but will be eligible for base increases.
3. Paraprofessionals/aides, if retired, will be given a one year contract and placed at Step 2, and remain at Step 2 on the salary schedule for all years of the contract but will be eligible for base increases.
4. The projected remaining new positions for one (1) teacher and two or three (2-3) paraprofessionals/aides will be posted per standard procedures.

PIKE-DELTA YORK BOARD OF EDUCATION

5/21/13
Date [Signature]
Signature, Superintendent

5-22-2013
Date [Signature]
Signature, Treasurer

5-22-13
Date [Signature]
Signature, Board President

PIKE-DELTA YORK EDUCATION ASSOCIATION

5/22/13
Date [Signature]
Signature, PDYEA President

Date

OAPSE
5/21/13
Date [Signature]
Signature, OAPSE Preside

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **PIKE DELTA YORK LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **PIKE DELTA YORK EDUCATION ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from September 1, 2013 through August 31, 2014;

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

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") during the 2013-2014 school year; and

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

1. For the 2013-2014 school year, the Board and the Association agree to implement the OTES in place of the current Collective Bargaining Agreement Evaluation System for all members who meet the definition of "teacher" in ORC 3319.111. Teachers meeting this definition shall be evaluated in accordance with the Board adopted evaluation policy and the collective bargaining agreement. A copy of the policy is attached.
2. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. This committee shall be comprised of an equal number of Administrators, appointed by the Superintendent, and members, appointed by the Association President.
3. Prior to making any changes or modifications any of the attached documents (Board Policy, Teacher Evaluation Handbook and Timeline), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the Evaluation Policy Consultation committee for the purposes of discussing the changes and collaborating to resolve any conflicts.
4. If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those

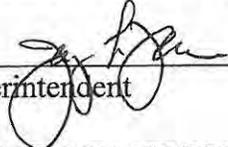
areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with ORC 4117.

5. It is the intent of the Board to use the OTES system to improve the performance of teachers. Given the uncertainty regarding the use of the student growth data and the performance measures in employment decisions, for the purposes of reduction in force and recall for the 2013-2014 and 2014-2015 school year, all teachers shall be deemed to have comparable evaluations.
6. For the 2013-2014 and 2014-2015 school year, the decision to non-renew a teacher's regular contract shall not be based solely on the teacher's student growth measure scores. The member may request that the student growth scores be taken into consideration before recommendation of nonrenewal.

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

PIKE DELTA YORK LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Date: 11/6/13



Superintendent

PIKE DELTA YORK EDUCATION ASSOCIATION

Date: 11/7/13



President