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AGREEMENT BETWEEN THE

DELAWARE CITY SCHOOL DISTRICT

BOARD OF EDUCATION

AND THE

DELAWARE CITY TEACHERS

ASSOCIATION

August 1, 2014 Through July 31, 2016

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1 ARTICLE I

2 RECOGNITION

3 A. The Board of Education recognizes the Delaware City Teachers Association/OEA/NEA as the
4 exclusive representative for the members of the bargaining unit, which shall consist of all regular full-time
5 certificated personnel/licensed, regular part-time certificated/licensed personnel long-term and permanent
6 substitutes, as defined in Article X, Section J, Other Leaves of Absence, of this Agreement. Long-term and
7 permanent substitutes shall be entitled to the payroll deduction provisions of Article XIII, Payroll
8 Deductions, the problem solving provisions of Article IV, Problem Solving, and the applicable salary (upon
9 attainment of long-term substitute status) as determined by Article XXII, Salary, of this Agreement and
10 Ohio Revised Code (ORC). Employees excluded from the bargaining unit include: The Superintendent,
11 Assistant Superintendents, Directors, Principals, Assistant Principals, the School Psychologists, all other
12 hourly paid non-certificated employees, and all auxiliary service personnel.

13 B. Recognition of the Association as the exclusive representatives of the above defined bargaining unit
14 shall be for the term of the written Agreement without challenge as provided for in Section 4117.04(A) and
15 4117.05(B) of the Ohio Revised Code and will continue thereafter until a challenge is legally successful as
16 provided for in Chapter 4117.08 of the Ohio Revised Code.

17 C. "Member" defined: The terms "teacher" or "member," when used hereinafter in this Agreement,
18 shall refer to all employees represented by the Association in the bargaining unit as determined in Section A
19 of this Article (Recognition).

20

20 ARTICLE II

21 NEGOTIATION PROCEDURES

22 Collective bargaining shall be conducted exclusively between representatives of the Board and the
23 Association. Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have
24 established the following mutually agreed upon options for negotiations and dispute resolution which
25 supersede the procedures listed in Section 4117.14(C)2-6 and any other procedures to the contrary.

26 I. Interest Based Bargaining

27 A. Upon request of either party for a meeting to open negotiations, a mutually accepted initial
28 meeting date shall be set no later than 150 calendar days before contract expiration. The
29 Association shall be represented by the Association President and Negotiations Chairperson,
30 the Board of Education by the Superintendent and his/her designee.

31 B. If both parties mutually agree to pursue interest based bargaining, guidelines for the
32 bargaining process shall be established at the initial meeting. These guidelines must include
33 the makeup of the negotiation teams, the role of consultants in the process, the submission
34 and review of issues, the time line to be followed, and a means by which to determine if and
35 when impasse has been reached. Each party shall determine its own team's representatives
36 but shall not select members of the other party involved in the procedure.

37 C. If tentative agreement cannot be reached within forty-five (45) days of the second negotiation
38 meeting or a date mutually agreed upon, a letter of intent to begin conventional bargaining
39 will be sent to the State Employment Relations Board (SERB). Negotiation procedures as
40 outlined in Article II, Section II, Article O of this contract will govern.

41 II. Conventional Bargaining

42 A. If mutual agreement to pursue interest based bargaining cannot be reached at the initial

- 43 meeting, the following negotiations procedures will be followed.
- 44 B. Negotiating Team - Collective bargaining shall be conducted exclusively between
45 representatives of the Board and the Association. These representatives shall be called the
46 negotiating teams. Each team may consist of no more than six (6) members. Each party
47 represented in the procedure shall determine who will be its team representatives but shall
48 not select members of the other party involved in the procedure. Team members shall be
49 authorized to present proposals, consider proposals, offer counterproposals, make
50 concessions and provide positions on behalf of the party represented with the purpose of
51 reaching agreement on issues being discussed.
- 52 C. Consultants - Either team may use additional persons as consultants. Such consultants serve
53 at the sole expense of the team requesting the consulting service.
- 54 D. Submission of Issues - Upon request of either party for a meeting to open negotiations, a
55 mutually accepted initial meeting date shall be set no later than 150 calendar days before
56 contract expiration. All issues proposed for negotiations shall be submitted in writing by the
57 Association and the Board at a second meeting which shall be held at a mutually agreeable
58 time and place, but no later than (thirty) 30 calendar days from the initial meeting. Proposals
59 submitted by the parties at the second meeting shall be complete. No new proposal may be
60 submitted by either party after its initial proposals have been submitted.
- 61 E. Review of Issues - The issues compiled at the second meeting will be shared with the
62 Association and the Board.
- 63 F. Negotiation Procedure - The designated representatives of the Board shall meet at mutually
64 agreed upon places and times with representatives of the Association in an effort to reach
65 mutual understanding and agreement. Following the initial meeting, as described in

66 Paragraph D above, such additional meetings shall be held as the parties may require, to
67 reach an understanding on the issue(s).

68 G. Good Faith - The Board and the Association agree to meet and negotiate in good faith.
69 “Good faith” means the obligation of both negotiating teams to meet at reasonable times and
70 to deal with each other openly and fairly.

71 H. Caucus - Upon the request of either party, a negotiation meeting shall be recessed to permit a
72 period of time, not to exceed thirty (30) minutes, to caucus.

73 I. Protocol - No reprisals of any kind shall be taken by or against any negotiating participant by
74 any other participant, nor shall there be any reprisal against any employee of the Board by
75 reason of membership or non-membership in the Association.

76 J. Closed Negotiations - Negotiation meetings shall be held in private unless both parties agree
77 to negotiate in public session.

78 K. Information - The Board and the Association agree to furnish to the negotiating team of the
79 other party, upon request and in reasonable time, both prior to and during negotiations, all
80 regularly and routinely prepared information concerning the issues under discussion
81 including the financial resources of the district and of the Association at no cost to the
82 requesting party.

83 L. Agreement - As negotiation items receive tentative agreement by the parties, each item shall
84 be reduced to writing. Each item receiving tentative agreement shall not be altered or
85 changed unless mutually agreed upon by both parties.

86 M. Confirmation Session - At this meeting of the negotiating teams, both parties retain the right
87 to trade-off items and/or withdraw such items for other considerations within the package.
88 The agreement reached at this time shall be considered for ratification by the Association and

89 adoption by the Board.

90 N. Ratification - When tentative agreement has been reached on all issues, a complete draft of
91 the proposed new agreement shall be prepared for review by the drafting committee
92 (composed of at least one Association team member, and one Board team member). When
93 the parties have determined that the draft is accurate and complete, but no later than ten (10)
94 calendar days after tentative agreement is reached, the proposed new agreement shall be
95 submitted to the Association for ratification. The Association shall take action no later than
96 ten (10) calendar days after the review of the draft is completed. If approved by the
97 Association, the proposed agreement then shall be presented to the Board for adoption no
98 later than ten (10) calendar days after the Association's ratification. When ratified and
99 adopted, the agreement shall become the Agreement between the parties for the period stated.
100 The District will provide fifty copies to the Association for distribution and will make the
101 agreement available through electronic network. The cost of such duplication and
102 distribution shall be borne by the Board.

103 O. Disagreement - If a tentative agreement is not reached within forty-five (45) days of the
104 second negotiation meeting or a date mutually agreed upon, a letter of intent to begin
105 conventional bargaining will be sent to the State Employment Relations Board (SERB).
106 From the date of the SERB letter, if tentative agreement is not reached within forty five (45)
107 days or a mutually agreed upon date by both parties, both parties shall request the services of
108 the Federal Mediation and Conciliation Service (FMCS). If agreement is not reached at the
109 date of expiration of the existing Agreement or any mutually agreed extension thereof, the
110 Association may give a written ten (10) day notice of an intent to strike to the Board and to
111 the State Employment Relations Board (SERB) in keeping with Section 4117.14(D)(2) of the

112 Ohio Revised Code. If the parties are unable to reach agreement by the end of the contract
113 date or a date mutually agreed upon, the terms of this Agreement and the negotiation
114 provisions herein shall be deemed exhausted, unless both parties mutually agree to an
115 extension of the Agreement. Upon reaching tentative agreement, the Agreement shall be
116 submitted to the Association and the Board for ratification and adoption as set forth above.
117

117 ARTICLE III

118 ASSOCIATION PRIVILEGES AND RIGHTS

119 A. The Association shall be granted the privilege of using school-owned facilities as follows:

- 120 1. The Association will have the privilege of using school buildings at reasonable times for
121 meetings; provided, the date, time and section of the building to be used is cleared and placed
122 on the calendar by the principal of the building to be used prior to the meeting; and provided,
123 such use in no way interferes with the operation or management of the educational program;
124 and further provided, that the Board shall not incur any cost in connection with such use.
- 125 2. The Association will be granted the privilege of using school-owned facilities and
126 equipment, at no cost to the Board, at reasonable times provided that such use in no way
127 interferes with the operation or management of the education program. District-owned
128 materials and supplies used by the Association with the principal's approval shall be replaced
129 within thirty (30) days. Any equipment damaged must be immediately repaired.
- 130 3. The Association will be granted the privilege of using the teachers' mailboxes, including the
131 privilege of placing organizational material in all teachers' mailboxes. Copies of such
132 materials shall be given to the building principals at the time they are placed in the
133 mailboxes, but approval of the materials from the principals or Superintendent will not be
134 required prior to the distribution of material.
- 135 4. The Association will be given the privilege of using a bulletin board or a section of a bulletin
136 board specified by the building principal.

137 B. The Association has the following rights:

- 138 1. All Association rights are sole and exclusive rights.
- 139 2. The Association shall have the right to represent teachers on employment-related matters as

- 140 detailed in the Agreement.
- 141 3. The Association shall have the right to contribute to discussion among teachers at any staff
142 meeting.
- 143 4. The Association shall have the right to receive all of the following:
- 144 a. Complete Board agenda and relevant public documents, prior to the meeting (at the
145 same time that the Board members are provided their copies).
- 146 b. Approved Board minutes.
- 147 c. All documents of public record upon reasonable request and without charge,
148 including names, addresses, building assignments, contract status, classification,
149 experience, and pay rate of faculty members.
- 150 d. All written Board policies and procedures.
- 151 5. The Association President or designated Association member may address agenda items at
152 Board meetings following a written request concerning those subjects. The request shall be
153 in response to the Board agenda and shall be received by the Superintendent or designee
154 prior to the regularly scheduled Board meeting.
- 155 6. Each school year the Board shall grant up to a total of twelve (12) days with pay for use by
156 the officers and/or representatives of the Association to attend State or local professional
157 association activities. Absent extenuating circumstances, the Association shall provide to the
158 building principal at least five (5) days' advance notice of the use of days. The Association
159 Co-Presidents shall approve the use of Association days by Association members.
- 160 7. The Association shall have the right to meet with its Representative Council after school on
161 the second (2nd) Monday of every month.
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ARTICLE IV

PROBLEM SOLVING

The purpose of the problem-solving process detailed herein is to facilitate cooperative internal district communication and to provide problem solutions at the most informal level.

A. Problem Prevention:

A Building Level Advisory Committee will be formed in each building to facilitate cooperative communication in the interest of preventing problems,. The building principal will determine the size of this committee, but it will include the principal, a building representative chosen by the Association and other teacher(s) mutually agreed upon by the principal and Association building representative. Meeting agendas shall be mutually agreed upon by the principal and building representative/Association officer prior to Building Level Advisory Committee meetings.

B. Informal Problem Solving Process:

1. An informal meeting shall be requested by the teachers, or group of teachers, or the Association with the appropriate administrator(s) for the purpose of resolving the concern resulting from the event or condition presenting the problem. The administrator(s) shall meet with the teacher, or group of teachers or Association within five (5) days of the request for the informal meeting. Both parties shall be allowed a representative at the informal meeting. A meeting agenda shall be mutually agreed upon by the principal and building representative/Association officer prior to such meeting. The representatives shall only be observers/recorders. To achieve resolution of the event or condition, the problem may be referred to an existing building or district level committee; may constitute the formation of a new building or district committee (Examples: Discipline Committee, Social Climate Committee, Facility Planning Committee, etc.); or the problem may proceed to Step 2 of the

185 informal problem solving process.

186 2. If the informal meeting in B.1. is related to the misinterpretation or misapplication of any
187 provision of this Agreement, Board policies or administrative rules which affect teachers, and
188 when satisfactory resolution of the problem is not reached by both parties at this informal
189 level, the teacher, or group of teachers, or the Association and the appropriate
190 administrator(s) will sign the Problem-Solving Process Form included in this contract.
191 Within ten (10) days of the dated form, the teacher, group of teachers, or the Association
192 may file a grievance at Step 1 of the formal grievance process.

193 C. Formal Grievance Process:

194 1. Definitions

195 a. A grievance is a complaint by a teacher(s) of an alleged violation, misinterpretation or
196 misapplication of any provision of this Agreement, Board policies or administrative
197 rules which directly affect teachers.

198 b. A grievant is a teacher or group of teachers, or the Association initiating a grievance.
199 A grievance filed by a group of teachers shall have arisen out of identical
200 circumstances affecting each member of said group. When more than one teacher is
201 the grievant, each shall sign the grievance. One teacher shall serve as the
202 spokesperson for the group during the grievance procedure. A grievance filed by the
203 Association shall have arisen out of an Association concern with respect to any
204 alleged violation, misinterpretation or misapplication of this Agreement, Board
205 policies or administrative rules which have not been successfully resolved in the
206 informal problem solving process. When the Association is the grievant, the
207 President or designated Association member will serve as the spokesperson.

208 c. A day shall be defined as a school day. After the last day of school, a day shall be
209 defined as any day administrative offices are open for regular business.

210 2. Miscellaneous

211 a. The number of days indicated in each step of the procedure shall be the maximum.

212 b. If the grievant fails to request such meeting within ten (10) days after the grievant
213 knew or should have known of the act or condition on which the grievance is based,
214 the grievance shall be considered waived.

215 c. If a decision is not appealed within the time limits specified at any step of the
216 procedure, the grievance shall be deemed waived and further appeal shall be barred.

217 d. Hearings held under this procedure shall be conducted at a time and place which will
218 afford a fair and reasonable opportunity for all persons entitled to be present to attend,
219 but not during the school day, unless the parties otherwise agree.

220 e. A grievant may withdraw a grievance at any step by notifying all parties in writing.
221 Once withdrawn, the grievant shall not resubmit that specific grievance.

222 f. A grievance occurs only after a teacher has performed the specific task that leads to
223 the grievance, or when no task is involved, when the teacher is aware of the condition
224 or event that leads to the grievance. The teacher must follow the directive of the
225 administrator and file a grievance after performing the assigned task, unless
226 performance would involve a substantial risk to the teacher's health and safety. A
227 grievance is also said to occur when satisfactory resolution is not achieved in the
228 informal problem solving process.

229 3. Grievance Procedure

230 Step 1: Within the ten (10) days from the date of the event or condition giving rise to

231 the grievance or when satisfactory resolution is not achieved in the informal problem
232 solving process, the grievant shall, at a scheduled meeting, present the principal with
233 a written explanation of the grievance, citing the specific section of the negotiated
234 agreement, Board policy or administrative rule that has been violated and the
235 resolution sought. The meeting between the principal and the grievant will be held
236 within five (5) days of the principal's receipt of the written grievance. The grievant
237 shall be allowed an Association representative as an observer at the meeting. The
238 principal shall be allowed an administrative representative as an observer at the
239 meeting. Within five (5) days of the scheduled meeting, the principal shall indicate
240 disposition of the grievance in written form, one copy of which will be sent to the
241 grievant, a second copy will be sent to the Superintendent and a third copy will be
242 sent to the Association president. If the principal does not respond in five (5) days,
243 the grievance moves to Step 2.

244 Step 2: If the grievant is not satisfied with the written disposition of the grievance by
245 the principal, the grievant, within five (5) days of receipt of the disposition, shall send
246 a written request for a hearing before the Superintendent or designee. In addition to
247 the request, the grievant shall include a written explanation of the grievance citing the
248 specific section of the negotiated agreement, Board policy or administrative rule that
249 has been violated and the resolution sought. A copy of the request and the grievance
250 shall be sent to the president of the Board and the Association. The grievant and the
251 Superintendent or designee may have a representative of choice present at the
252 hearing. The hearing will be held within ten (10) days of the Superintendent's receipt
253 of the request. The Superintendent or designee will render a decision on the

254 grievance within five (5) days of the hearing. The action taken will be reduced to
255 writing and copies sent to the grievant, the principal, the president of the Board and
256 the Association. If the Superintendent does not render a decision in five (5) days, the
257 grievance moves to Step 3.

258 Step 3: If the grievant is not satisfied with the Superintendent's or designee's
259 decision, the grievant may appeal to the Board. The written notice of appeal shall be
260 filed with the Treasurer of the Board not later than five (5) days after the receipt of
261 the Superintendent or designee's decision. Included in the grievant's appeal will be a
262 description of the grievance citing the specific section of the negotiated agreement,
263 Board policy or administrative rule that has been violated and the resolution sought.
264 If all procedural requirements have been met, the Board shall meet with the grievant
265 no later than the next scheduled Board meeting. A special Board meeting may be
266 called. Both the grievant and the Board may choose to have a representative at such
267 meeting. After considering the grievance, the Board shall issue a decision within five
268 (5) days to the grievant, the Superintendent, the Principal involved and the
269 Association president. The decision of the Board shall be final. Step 3 hearings shall
270 be held in executive session, unless the grievant requests a public hearing.

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ARTICLE V

CONTRACTS AND SALARY NOTICES

- A. The Board shall follow legally prescribed procedures in issuing contracts and salary notices, except as expressly modified herein. All teachers shall confer with the Superintendent or designee whenever there is any question regarding contractual status or compensation.
- B. The observation and evaluation of teachers who are in the last year of limited or extended limited contracts will be conducted in accordance with Article VI – Evaluation, of this Agreement, and shall further include a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to reemploy a teacher pursuant to division (B), (C)(3), (D), or (E) of R.C. 3319.11. The timelines shall be extended in any instance in which observation or evaluation may not be completed due to the absence of the member subject to evaluation. In the event that the final observation may not be completed by May 1 or the evaluation report delivered by May 10, the teacher shall be awarded a one-year limited contract for the subsequent year. The parties intend, to the fullest extent permitted by law, that the evaluation timelines set forth in this article shall supersede any conflicting provision of revised code sections 3319.11 and 3319.111.
- C. A teacher who has taught in the Delaware City Schools for two consecutive years and who is re-employed will be awarded a two-year limited teaching contract except as provided herein. A teacher eligible to be re-employed under a two-year limited teaching contract may be awarded a one-year limited teaching contract upon the recommendation of the building principal. In the event of a recommendation for a one year limited contract the principal will provide written reasons for the recommendation to the teacher. A teacher may opt for a one-year contract at the expiration of any contract.

- 294 D. Eligibility for continuing contract status is as set forth in Section 3319.08 (D) as it existed on the
295 effective date of this Agreement. The service requirement for continuing contract status requires the
296 teacher to have taught within the district for at least three out of the last five years.
297 For those teachers who, prior to their employment within the district, have attained continuing
298 contract in some other Ohio public school district, eligibility for continuing contract status begins
299 after completion of two years of service within the district, and may begin at some sooner date upon
300 recommendation of the Superintendent to the Board of Education. Any teacher who intends to
301 become eligible for a continuing contract at any time during the school year in which the teacher's
302 limited teacher contract expires must notify the building principal, in writing, not later than
303 September 30. Failure to provide notice of intended eligibility will be deemed a waiver of any claim
304 or eligibility for continuing contract in that school year and the Board of Education may, at its
305 discretion, award a subsequent limited contract for a period of one year.
- 306 E. When a teacher has a continuing or existing limited contract, a salary notice will be issued whenever
307 the teacher's salary changes.
- 308 F. Each teacher who has completed training which would qualify that teacher for a higher salary
309 bracket shall file official transcripts with the Treasurer by the thirtieth day of September (for
310 adjustments to be made at the beginning of the year) or the thirty-first day of January (for
311 adjustments to be made mid-year). The Treasurer shall then place the teacher in the proper salary
312 bracket.
- 313 G. A member will be paid via a bimonthly pay plan payable on the fifth (5th) and twentieth (20th) of
314 each month beginning on September 5th of each school year. When a payday falls on a weekend or
315 holiday where all District offices are closed, the staff will be paid on the previous working day. This
316 plan will be implemented upon agreement by all other bargaining units. Payroll closing dates will be

317 set by the Treasurer and Superintendent and notice of those closing dates will be given to all
318 members early in the school year.

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ARTICLE VI
EVALUATION

A. Standing Joint Committee for Evaluation

1. This evaluation committee will consist of no more than five (5) association members appointed by DCTA and five (5) administrators appointed by the Superintendent. The Association members will receive at least three (3) release days per school year for the committee’s work, and at least one (1) professional development day, per school year, for professional development related to the committee’s work. The committee shall be authorized to utilize consultant(s) (examples include but are not limited to educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate and the cost, if any, shall be borne by the Board.
2. The committee shall monitor the effectiveness of the evaluation procedure and its compliance with the law. If changes in the Ohio Revised Code occur that require changes in the current agreement, the evaluation committee by consensus shall recommend an evaluation system, inclusive of procedures and forms, to the Association. The membership shall vote to accept or reject the committee’s recommendation. The results of the vote shall be presented to the Board.

B. Credentialed Evaluators

1. Each teacher evaluation conducted under this policy shall be conducted by a person:
 - a) who is eligible to be an evaluator in accordance with ORC 3319.111(D); established by ODE for being an evaluator.
 - b) who is an employee of the district or a full time contracted service provider.
 - c) who is not a member of the association bargaining unit.

342 2. Members will be advised of the name of their evaluator by September 30th of each year, or in
343 the case of a new teacher, within thirty (30) days of the first day employed, he/she will be
344 notified in writing of the name and position of his/her evaluator. A member's evaluator may
345 change during the course of the year due to unforeseen circumstances (e.g., leave of absence,
346 separation, etc.) Members who have a legitimate conflict with their evaluator that could
347 interfere with them receiving a fair evaluation, as determined by the Superintendent or
348 designee in his/her sole discretion will be assigned a different evaluator.

349 C. Evaluation Timelines:

- 350 1. Credentialed evaluators shall conduct an evaluation of members subject to this policy in
351 accordance with ORC 3319.111. Each evaluation shall include: 1) At least two (2) formal
352 observations of at least thirty (30) minutes each; and 2) Informal observations (walkthroughs)
353 more than five (5) minutes and less than thirty (30) minutes in duration by the evaluator.
- 354 2. All evaluations shall be completed by the first (1st) day of May and each member subject to
355 this policy shall be provided with a written copy of the evaluation results and a conference
356 shall be held between the member and the evaluator by the tenth (10th) day of May.
- 357 3. Members shall not receive a formal observation or an informal observation (walkthrough) on
358 a day before or after any scheduled extended break from scheduled school days of five (5)
359 days or more; or any approved leave of absence of five (5) days or more days unless
360 mutually agreed upon by both the member and the evaluator. Any such mutual agreement
361 must be reduced to writing and signed by both parties; or mutually agreed to via an exchange
362 of emails.
- 363 4. Members who are required by ORC 3319.111 to utilize Student Learning Objectives (SLO's)
364 for their evaluation will receive written feedback regarding non-approval in a timely manner.

- 365 D. Student-Growth Measures (SGMs)
- 366 1. Job sharing arrangement – The percentage of SGM scores applicable to members in an
367 approved job sharing arrangement shall be mutually agreed to by the individual members in
368 the job sharing arrangement and approved digitally or in writing by the building principal.
- 369 2. Co-teaching arrangement (e.g., inclusion) – The percentage of SGM scores applicable to
370 members in an approved co-teaching arrangement shall be mutually agreed to by the
371 individual members in the co-teaching arrangement and approved digitally or in writing by
372 the building principal.
- 373 E. Testing for Members in Core Subject Areas: Beginning with the 2015-16 school year, members who
374 teach in a “core subject area” are required to register for and take all written examinations of content
375 knowledge selected by ODE if the member has received an effectiveness rating of “Ineffective” on
376 evaluations for two (2) of the three (3) most recent school years. “Core subject area” means reading
377 and English language arts, mathematics, science, foreign language, government, economics, fine
378 arts, history, and geography. Any member required to do so will have retesting costs covered by the
379 Board.
- 380 F. Evaluation Results
- 381 1. In the case that a member disagrees with content of an evaluation, the member shall have the
382 right to the following appeals process:
- 383 a. The member will have the right to a meeting with the evaluator in order to present
384 additional evidence or information. The additional evidence or information may be
385 presented in written, visual and/or spoken format. This additional evidence and
386 information will be considered by the evaluator and used to amend the evaluation and
387 the evaluation rating.

- 388 b. If the evaluator decides against amending the evaluation and evaluation rating, the
389 member shall have the right to make a written response to the evaluation and to have
390 it attached to the evaluation report to be placed in the member’s personnel file. A
391 copy, signed by both parties, shall be provided to the teacher.
- 392 2. Members will have up to ten (10) contract days after an evaluation meeting with the
393 evaluator to submit written responses for inclusion in their personnel files related to any of
394 the following four (4) portions of their evaluation:
- 395 a. The formal write-up shared by the evaluator after the first observation cycle;
396 b. The formal write-up shared by the evaluator after the second observation cycle;
397 c. The formal write-up shared by the evaluator after the optional third observation cycle;
398 d. The final summative evaluation, which includes the level of student growth, the final
399 summative rating of teacher performance and the summative evaluation rating.
- 400 3. When a member enters their digital “pin” into the electronic evaluation system and/or
401 physically signs any portion of their evaluation, it is an acknowledgement of the member’s
402 receipt of the evaluation materials. It is NOT an acknowledgement of agreement with the
403 evaluation’s contents and/or rating, nor is it a statement regarding the accuracy of the
404 evaluation’s contents and/or rating.
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ARTICLE VII
SICK LEAVE

- A. Teachers will be granted, and may use, sick leave in accordance with Section 3319.141 of the Ohio Revised Code and the provisions of this article.
- B. A teacher who transfers from another public agency into the Delaware City Schools shall be credited with the unused balance of the teacher’s accumulated sick leave up to the maximum number of days provided in paragraph F. of this article. To transfer such leave, the teacher must obtain proper certification of unused sick leave from any prior public employer.
- C. Each newly employed teacher in the Delaware City School District who has not accumulated sick leave elsewhere and each currently employed teacher who has exhausted all sick leave accumulation shall be advanced up to ten (10) days sick leave in a contract year as needed. Sick leave advanced to a teacher shall be deducted from sick leave earned thereafter. Sick leave accumulation shall not exceed fifteen (15) days in any contract year including days advanced.
- D. Any teacher shall request the transfer of unused unrestricted personal leave days to sick leave when sick leave is exhausted.
- E. Any teacher who is absent from duty for one-fourth (1/4) day or less shall be charged one-fourth (1/4) day of accumulated sick leave for each such absence. Any teacher who is absent from duty for less than one-half (1/2) but more than one-fourth (1/4) day shall be charged one-half (1/2) day. A teacher absent more than one-half (1/2) but less than three-fourths (3/4) day shall be charged three-fourths (3/4) day. A teacher absent three-fourths (3/4) day or more shall be charged a full day of accumulated sick leave. A “day” for purposes of this section shall be the regular pupil day in the building or buildings where the teacher is assigned.
- F. Unused sick leave shall be cumulative to a total not to exceed two hundred sixty (260) days.

- 428 G. Teachers may use sick leave for the following reasons only:
- 429 1. Personal illness or injury, including emergency doctor or dentist appointments in connection
430 therewith.
- 431 2. Pregnancy.
- 432 3. Exposure to contagious disease which could be communicated to others;
- 433 4. Absence due to illness, injury or death in the employee’s immediate family. “Immediate
434 family” shall be defined as husband, wife, domestic partner, son, daughter, father, mother,
435 brother, sister, brother-in-law, sister-in-law, parents-in-law, son-in-law, daughter-in-law,
436 grandparents, grandchildren, nephew, niece or anyone who virtually held the position of
437 immediate family, including but not limited to the son, daughter, father, mother, brother or
438 sister of a domestic partner. “Domestic partner” is defined to mean any of the following:
- 439 a. The member and domestic partner have a municipal domestic partnership registration;
- 440 b. The member and domestic partner have a state domestic partnership registration;
- 441 c. The member and domestic partner have a state civil union license;
- 442 d. The member and domestic partner have a state marriage license;
- 443 e. The member and domestic partner have a marriage license issued in a country other
444 than the United States;
- 445 f. The member and domestic partner must have a committed relationship of mutual
446 caring which has existed with cohabitation for at least twelve (12) months and who
447 can demonstrate financial interdependence; neither the member nor the domestic
448 partner are in a domestic partnership, civil union or marriage with someone else; the
449 member and the domestic partner are not related by blood any closer than would
450 normally prohibit legal marriage; and the member and the domestic partner are not

451 otherwise able to marry under the laws of Ohio.

452 Financial interdependent may be demonstrated in multiple ways, including but not
453 limited to three (3) or more of the following:

454 1) Joint ownership of real estate property or joint tenancy on a residential lease;

455 2) Joint ownership of an automobile;

456 3) Joint bank or credit account;

457 4) Joint liabilities (e.g., credit cards or loans);

458 5) A Will designating the domestic partner as primary beneficiary;

459 6) A retirement plan or life insurance policy beneficiary designation form
460 designating the domestic partner as primary beneficiary; or

461 7) A durable power of attorney signed to the effect that the domestic partners
462 have granted powers to one another.

463 5. Up to five (5) days sick leave shall be allowed for the death of any relative other than defined in
464 G.4.

465 6. The Superintendent reserves the right to disapprove sick leave which is not used as
466 authorized above.

467 H. A teacher will verify their sick leave by signing the Employee Absence Report which will be
468 verified by the building principal and sent to central office.

469 I. Falsification of any sick leave record or report shall be grounds for suspension or termination of
470 employment.

471 J. A teacher who is legitimately absent from work and who does not have the necessary sick leave or
472 unrestricted personal leave accumulated or the advanced days from the system or from the sick bank
473 shall lose all pay and allowances for the period of absence in the same proportion as listed in Section

- 474 E above.
- 475 K. Failure to earn back the advanced days of sick leave by a newly employed teacher or a teacher to
476 whom sick leave has been advanced shall result in full loss of pay for each day of absence over the
477 total earned sick leave. Teachers shall be paid for all time lost when the schools in which they are
478 employed are closed owing to an epidemic or other public calamity.
- 479 L. Sick Leave/Reserve
- 480 1. Each member of the bargaining unit may contribute one day of his/her sick leave to the sick
481 leave reserve. This is a member to member benefit administered by the district.
- 482 2. Sick Leave Reserve Committee:
- 483 a) Composition
- 484 Two DCTA members, appointed by the Executive committee, one of whom shall co-
485 chair
- 486 The Superintendent or designee, who shall co-chair
- 487 One building level administrator
- 488 b) Responsibilities
- 489 The committee members shall
- 490 1) monitor the days in reserve
- 491 2) issue requests for donated days as needed
- 492 3) review procedural guidelines annually
- 493 3. Operation of the Reserve:
- 494 a. Establishment
- 495 1) Upon exhausting the existing sick leave reserve balance, each member of the
496 bargaining unit may contribute one day of his/her accumulated sick leave upon

497 official request from the Sick Leave Reserve Committee. The donated days are
498 not returnable.

499 2) Additional days may be donated upon request by the Sick Leave Reserve
500 Committee.

501 3) Contributed days held in reserve will be carried over to the next year.

502 b. Operational Procedures:

503 1) Sick leave donations will be for personal illness or for illness of the bargaining
504 unit member's spouse, domestic partner as defined by Article VII Sick Leave,
505 Section G, dependents, children, domestic partner's dependents, or domestic
506 partner's children.

507 2) A doctor's statement is required with the application in order to be considered.

508 3) Sick leave donations will be considered only after the individual has used all of
509 his/her accumulated sick leave and has used all possible advances of sick leave
510 under the Agreement, Article VII (Sick Leave).

511 4) Bargaining unit members will receive one-half of the days available in the sick
512 leave reserve up to forty (40) days per school year.

513 5) When the sick leave reserve reaches fewer than eighty (80) days the Sick Leave
514 Reserve Committee will request donation of additional sick leave days.

515 6) In the event that there are insufficient days available in the sick leave reserve to
516 satisfy the request and additional days are not received within ten (10) school
517 days of the request by the Sick Leave Reserve Committee, the request will not be
518 filled. After the ten (10) day period, any days that may be received by the Sick
519 Leave Reserve Committee will not be credited to the previous request.

- 520 7) Donated sick leave may not be used to defer application for, or receipt of,
521 disability retirement benefits.
- 522 8) Repeat users may be asked to submit to a physical by a doctor agreed upon by the
523 Sick Leave Reserve Committee.
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ARTICLE VIII

ASSAULT LEAVE

- A. A teacher who is absent due to physical or verified emotional disability resulting from an unprovoked physical attack upon said teacher, when the assault occurs on Board premises or when the teacher is in attendance at an official school function while in the course of said teacher’s employment, shall, subject to the approval of the Superintendent, be granted up to thirty (30) working days assault leave.
- B. During such assault leave said teacher shall be maintained on full-pay basis.
- C. Assault leave may not be granted under this article unless the teacher in question:
 - 1. Has signed a written statement justifying the granting and use of assault leave.
 - 2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
 - 3. Files charges, when physically able, with a law enforcement authority against the person or persons involved. The Superintendent may waive this requirement in an appropriate case.
- D. Assault leave will be charged initially while the teacher is incapacitated as a result of the assault. If the Superintendent disapproves assault leave, sick leave credit will be charged back to the day of the assault.
- E. Falsification of any of the aforesaid signed statements or the physician’s certificate shall be grounds for suspension or termination of employment.
- F. The Board may, at its expense, require an independent physical or mental examination to verify any claim of disability for which assault leave is requested.

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ARTICLE IX

PERSONAL LEAVE

A. Paid Leave

1. Full-time members may request three (3) days of unrestricted leave per school year. Less than full-time members may request three (3) times the equivalent of their average current daily assignment as unrestricted personal leave per school year. Unused personal leave shall not accumulate from year to year.
2. Only full-time members with unused unrestricted personal leave days during the regular school year may choose to (a) have these days converted to sick leave days, or (b) be paid for each unused personal leave day at one-half (1/2) their per diem rate. Members who do not use any unrestricted personal leave days in a school year may roll over one (1) unused personal leave day to the next school year with a maximum accumulation of four (4) personal leave days. If one personal leave day is rolled over to the next school year the teacher may choose (a) or (b) for the remaining day(s). The members may not convert or be paid for more than three (3) personal leave days in any one year. The Treasurer will credit the day(s) as of June 30 or pay this stipend prior to the beginning of the next school year if possible, or within ninety (90) days of the conclusion of the school year (June 30), in a lump sum to each eligible member.
3. Requests for personal leave shall be submitted on forms provided by the Board at least five (5) days in advance through the teacher's immediate supervisor, except in cases of emergency, in which case requests shall be submitted as far in advance of the requested leave as possible. In the case of an emergency when the teacher cannot work, the personal day will be granted retroactively to the date requested on the form.

- 568 4. No leave may be taken without the prior approval of the Superintendent or designee.
- 569 5. Unrestricted personal leave shall not be approved for the following reasons:
- 570 a. When more than five percent (5%) of the entire faculty is on personal leave
- 571 simultaneously or more than ten percent (10%) of the faculty of any building is out
- 572 for personal leave simultaneously.
- 573 b. During the last three weeks of the school year (the last fifteen (15) school days) no
- 574 more than 5% of the bargaining unit members in any building or the entire bargaining
- 575 unit may use personal leave simultaneously
- 576 c. Exception to the above restrictions shall be made when the reason for the requested
- 577 leave is one of the following reasons:
- 578 1) Emergency circumstances which require the teacher to be away from school.
- 579 2) Conduct of personal legal business not involving the Board.
- 580 3) Compulsory court appearances where the Board is not a party, except jury
- 581 duty.
- 582 4) Graduation or marriage of the teacher or a relative in the “immediate family”
- 583 as defined in Article VII.
- 584 5) Religious holidays not included in the school calendar.
- 585 6) Death or serious illness of a close personal friend.
- 586 7) Personal obligations:
- 587 1 Religious
- 588 2 Transporting a family member for health care.
- 589 8) The Superintendent has the authority to grant partial or full days of
- 590 unrestricted personal leave in the same proportions as provided in Article VII,

591 Section E, if it is deemed such days are necessary.

592 B. Religious Leave

593 A teacher may take one (1) day religious leave, with pay, on a day identified by a duly constituted
594 religious body as a religious holiday, provided the duly constituted religious body has established
595 that in order to properly observe such religious holiday no work should be performed on such day
596 and provided the employee is an active member of such religious body. Requests for such absence
597 shall be submitted on forms provided by the Board at least five (5) school days in advance through
598 the teacher's immediate supervisor.

599 C. Unpaid Leave A full-time teacher may request and the Superintendent may authorize up to five (5)
600 days of unpaid leave per school year for any justifiable reason not listed on A.5. above. Requests for
601 unpaid leave may be submitted, processed and shall be subject to the same conditions (other than
602 reasons and the restrictions in A.5. above) as paid leave. A teacher may not request and take a total
603 of more than five (5) days unpaid leave in any year. Teachers must have exhausted all available
604 personal leave prior to requesting an unpaid leave.

605 D. Family and Medical Leave Act

606 The Board and the Association, on its own behalf and on behalf of the staff members, each
607 reserve any and all rights that they are provided under the Family and Medical Leave Act.

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ARTICLE X

OTHER LEAVES OF ABSENCE

A. Pregnancy Leave

1. Subject to the specifications and the requirements of Article VII and Section 3319.141 of the Ohio Revised Code, a pregnant teacher may use accumulated paid sick leave. The teacher may be required to provide a statement from her physician substantiating that a disability exists.
2. If a pregnant teacher prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the teacher may apply for either (a) an unpaid leave of absence which shall be granted for the period of disability resulting from her pregnancy pursuant to Section B of this Article and Section 3319.13 of the Ohio Revised Code, or (b) an unpaid leave of absence for the balance of the school year.

B. Unpaid Leave for Illness or Disability

1. A teacher may apply for a leave of absence for illness or other disability without pay or benefit for a period not to extend beyond the teacher's contract year in the case of a limited contract teacher, and for a period not to extend beyond the end of the current school year in the case of a continuing contract teacher. A continuing contract teacher may thereafter apply in writing for an extension of the leave to the maximum provided by Section 3319.13 of the Ohio Revised Code.
2. A request for such leave of absence will be submitted in writing, will state specific expiration date of the requested leave, and may be required to provide a written statement from the teacher's physician substantiating that an illness or disability exists requiring the requested leave of absence.
3. The Board will not be obligated to return a teacher to active status with pay and benefits prior to the expiration date of the leave of absence granted for illness or disability. If the leave granted to

631 a limited contract teacher extends beyond June 1 of the teacher's contract year, the Board is not
632 obligated to re-employ the teacher for the next school year if notice of non-renewal is given on
633 or before June 1 of the teacher's contract year.

634 C. Unpaid Leave of Absences for Reasons other than Pregnancy, Illness, Disability, Professional
635 Improvement or Military Service

- 636 1. Pursuant to Section 3319.13 of the Ohio Revised Code, the Board may grant an unpaid leave
637 of absence to the applicant submitting a written request to the Superintendent by October 1
638 for second semester or by March 1 for first semester or year long leaves. The member must
639 set forth the reasons for the leave and the duration of leave in this request. The
640 Superintendent may waive these requirements in an emergency. An unpaid leave of absence
641 may be granted up to one (1) school year. The Board may grant one additional consecutive
642 year of unpaid leave upon written application by the member. The same member shall not be
643 granted such leave more often than once in each five (5) years of service. No more than five
644 percent (5%) of the professional staff may be granted an unpaid leave at the same time.
- 645 2. The Board may grant an unpaid leave of absence for less than a semester for emergency
646 reasons only. This leave shall not be construed so as to eliminate requests for unpaid
647 leave in Section C-1 above.
- 648 3. A member returning from an unpaid leave of absence may request consideration for the
649 identical position held by the member immediately prior to the commencement of the leave
650 and the request will be granted unless the Board has eliminated the position or filled the
651 position with a member on a regular teaching contract (versus a long-term substitute). If the
652 request is not approved, the teacher shall have the right to conference with the principal to
653 explain the reason(s) the request was not granted.

654 D. Unpaid Childcare Leave of Absence

655 The Board may grant, upon written request of a member, an unpaid leave for child care and/or
656 adoption of a child. Such a leave may begin:

- 657 1. during pregnancy,
- 658 2. after any necessary use of sick leave before and/or after delivery, inclusive of delivery by the
659 member's domestic partner as defined by Article VII, Sick Leave,
- 660 3. any date within ten (10) calendar days before or after the member's, inclusive of the
661 member's domestic partner as defined by Article VII, Sick Leave, obtaining custody of an
662 adopted child, or
- 663 4. any date during a documented illness or injury to the member's child, or the child of the
664 member's domestic partner, reasonably requiring the presence of the member.

665 Such a request shall be made in writing to the Superintendent at least fifteen (15) days prior to
666 commencement of the proposed leave if possible, and otherwise at the earliest time that the projected
667 custody date under number 3 above of this section or the reasonably required presence of the
668 member under number 4 above of this section is known.

669 Childcare leave shall not exceed the remainder of the current grading period. The member may
670 request in writing an extension of the child care leave. Such request shall not be for less than the
671 next grading period and must be submitted to the Superintendent fifteen (15) days prior to the end of
672 the current grading period.

673 E. Leaves of Absence for Professional Improvement

674 A teacher who has completed five (5) years of service in the Delaware City School System may,
675 with permission of the Board and the Superintendent, be entitled to take a leave of absence with part
676 pay, for one or two semesters subject to the following restrictions:

- 677 1. The teacher shall present to the Superintendent for approval a plan for professional growth
678 prior to such a grant of permission.
- 679 2. At the conclusion of the leave the teacher shall provide evidence that the plan was followed.
- 680 3. The teacher shall return and serve in the district for a period of at least one (1) year unless the
681 Board agrees otherwise at the end of the leave or unless the teacher has completed twenty-
682 five (25) years teaching in Ohio.
- 683 4. No leave will be granted unless a suitable substitute is available.
- 684 5. No more than five percent (5%) of the professional staff may be granted such leaves at the
685 same time.
- 686 6. The part salary allowed the teacher shall not exceed the difference between the teacher's
687 expected salary and the salary paid the substitute and will be paid in thirds on the 2nd pay in
688 November; the 2nd pay in February; and the 2nd pay in May during the year of their return.
- 689 7. No such leave shall be requested for more than one year; and extension may be requested in
690 writing through unpaid leave status. The same teacher shall not be granted such leave more
691 than once in five (5) years of service.
- 692 8. Teacher participation in a teacher exchange program approved by the Ohio Department of
693 Education shall be compensated with full pay and benefits providing it is at no additional
694 cost to the Board.
- 695 F. Purchase of Benefits
- 696 1. If a leave of absence is granted and the insurance carrier permits under Cobra guidelines, the
697 teacher at his/her expense may continue hospitalization, major medical, and group term life
- 698 G. No teacher shall be granted more than two (2) years of consecutive leave in any combination of the
699 aforementioned leaves.

700 H. Misuse of Leave: Falsification of any of the employment.

701 I. A member who is granted any of the above leaves and/or extensions shall notify the district by
702 March 1st of the current year of leave that he/she will or will not return the following year or will
703 apply for an extension by or submit letters of resignation by March 1 of the same year. The
704 Superintendent may waive these requirements. Failure to notify the district according to the dates in
705 this paragraph, if not waived, may result in Board action that could include termination. No
706 observation or evaluation shall be required for any member absent due to a Board approved leave for
707 all or any portion of the year in which the member's limited contract expires.

708 J. A person who is hired to take the place of a regular teacher on leave for a semester or longer will,
709 upon successful completion of sixty (60) teaching days in the same assignment, become a long-term
710 substitute. Notwithstanding any provision of the Ohio Revised Code to the contrary, the
711 employment of such person will come to an end upon return to duty of the regular teacher or the end
712 of the school year in which the longer-term substitute was hired, whichever shall occur first. No
713 Board action for the non-renewal of a long-term substitute contract or notice of non-renewal shall be
714 required.

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ARTICLE XI

PAYMENT FOR CANCELLATION OF
UNUSED SICK LEAVE UPON RETIREMENT

- A. A teacher who retires from active service may receive payment for cancellation of accrued but unused sick leave credit.
- B. This payment shall be a one-time, lump sum payment. Eligibility shall be determined as of the final date of employment. Criteria for eligibility are:
 - 1. The teacher actually retires from the school system.
 - 2. The teacher must prove acceptance into the retirement system by having received and cashed the first retirement check from the State Teachers Retirement System.
 - 3. The teacher must have not less than ten (10) years of service with this school district, the state of Ohio or its political subdivisions.
 - 4. The teacher must sign an application form for the cancellation of accrued sick leave certifying all eligibility criteria has been met. Such application must be made within five (5) months of the teacher's last day of duty.
 - 5. When the teacher receives payment for accrued but unused sick leave, all remaining accrued but unused sick credit is eliminated.
 - 6. The formula for the calculation of pay for the cancellation of unused sick leave upon retirement shall be:
$$(1/4 A \times D)$$

A = Unused sick leave up to a total of 224 days.
D = The full day per diem pay rate of the teacher on the last day the teacher worked before retirement.
 - 7. Maximum severance days will equal sixty one (61) days.

739 8. If the retiring member notifies the Board on the first District work day in April of intent to
740 retire and completes the school year, he/she will receive four (4) severance days as a bonus
741 or if the retiring member notifies the Board on the first District work day in March of intent
742 to retire and completes the school year, he/she will receive five (5) severance days as a
743 bonus.
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ARTICLE XII

COMPULSORY COURT APPEARANCES

A. The Board shall pay a teacher called for jury duty at the teacher’s regular rate of pay. The Board shall grant allowance (with receipts) for parking fees and one meal per day to come from the compensation the teacher receives for jury duty. Excess compensation shall be turned over to the Treasurer of the Board.

1. If a bargaining unit member is called to jury duty and is able through technology or other means to ascertain that he/she is not needed for jury duty before his/her regularly scheduled starting time, he/she will report for work.
2. If a bargaining unit member is called to jury duty but is unable through technology or other means to ascertain that he/she is needed for jury duty before his/her regularly scheduled starting time, he/she shall report to the court as assigned. If the bargaining unit member reports to the court assigned and determines that services are not needed two hours or more prior to his/her students’ dismissal, he/she should report to work.
3. Professional leave will be granted for compulsory court appearances when the compulsory attendance arises from the teacher’s employment with the Delaware City Schools as long as the person is not the plaintiff or defendant in an action against the Board.

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ARTICLE XIII

PAYROLL DEDUCTIONS

Upon receipt of properly executed authorization forms furnished by the Board, the Treasurer of the Board will make the following payroll deductions from teacher's checks:

- A. Open dates for hospitalization and major medical insurance will be set forth in the contract between the carrier and the Board.
- B. Tax Sheltered Annuities may be purchased at any time from underwriters in accordance with Board policy. Changes in tax sheltered annuities shall be submitted to the Treasurer on or before the first payroll date in October, February, and May.
- C. Unified dues for Association memberships shall be deducted in installments beginning with the first pay in October and ending as appropriate for teachers on both plan one and plan two, Article V, Section F. Written dues authorization shall be submitted to the Treasurer by the third Monday in September. After September 15, newly hired teachers, by the completion of their third week of employment and before the second Monday of February, may have dues deducted for a half year by submitting written authorization to the Treasurer on or before the second Monday of February. Money thus withheld from teachers' checks for unified dues will be promptly paid to the Association. The Treasurer will not terminate payment of unified dues unless so notified by the Association.
- D. Contributions to the Delaware County United Way must be one dollar (\$1.00) or more per pay. The first deduction will be made in January. All United Way pledges will be deducted, in full, (to the extent the money is available) from the final check of any teacher leaving the system before the pledge is fulfilled.
- E. Payroll deductions must be arranged before the payroll closing dates as set forth by the

784 Superintendent and Treasurer in order to take effect at the next succeeding payroll. When requested
785 in writing by a teacher, such deduction(s) shall be stopped with the next succeeding pay.

786 F. Direct deposits of pay checks may be made to any bank permitting electronic transfers. Effective
787 September 30, 2012, all members will be required to have their checks directly deposited.
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ARTICLE XIV

VACANCIES, TRANSFERS AND ASSIGNMENT

A. General Provision

Section 3319.01 of the Ohio Revised Code specifically makes the Superintendent responsible for assignments. The Superintendent or designee will confer with the teacher or teachers being assigned or reassigned prior to making a final decision.

B. Vacancies

1. The Board shall determine when a vacancy exists. A vacancy will be determined to exist when a position is unfilled as the result of the resignation, retirement, transfer, non-renewal or termination of the teacher formerly filling such position, and the Board determines to fill that position or by reason of being newly created by action of the Board or administration.
2. All vacancies including teaching, supplemental, and administrative positions will be posted electronically. All employee (internal) applicants will be given first consideration. If, after all employee (internal) applicants have been considered, the position is still open, then and only then will non-employee (outside) applicants be considered. While internal applicants will be considered before outside applicants, “consideration” does not guarantee internal applicants preference over outside applicants. The Association Co-Presidents will be provided a copy or notice of all job vacancies by electronic submission upon their posting. All vacancies will be posted electronically and in a central location in the Administration Building. Members shall be able to sign-up on a listserv or other electronic notification to be notified when vacancies are posted.
3. All vacancies occurring during the school year may be filled temporarily for the remainder of the semester and/or year. Anyone hired to temporarily fill such a position will be

811 automatically non-renewed on or before June 1.

812 4. Employees who have applied for a specific vacancy shall be notified in writing by the
813 responsible administrator of the final action of the filling of such vacancy.

814 C. Transfer and Exchange

815 1. Transfer shall be defined as the assignment of a teacher to a posted vacancy.

816 2. Voluntary Transfer

817 a. Teachers desiring a transfer must apply in writing to the designated administrator by
818 the deadline indicated on the job posting.

819 b. Teachers who have applied for a specific vacancy shall be notified of the final action
820 on the filling of such vacancy.

821 3. Involuntary Transfer

822 a. Teachers involuntarily transferred shall be given written reasons, upon request, for
823 the administrator's decision and shall have the right to appeal to the Superintendent.

824 b. Involuntary transfers will be made in consultation with the DCTA President or
825 designee and the affected member(s). If the transfer is due to State or Federal
826 mandates, other options must be considered including teachers requesting voluntary
827 transfers into the same position or options given by such mandates. The goal of this
828 process will be to satisfy the needs of the school district with the least disruption to
829 staff and students.

830 c. Notice of involuntary transfers, except in emergencies, shall be made by the close of
831 the school year. Following the close of the school year, notice will be by telephone
832 and/or electronic mail. If those methods do not result in contact with the teacher,
833 notice shall be made by certified mail to the affected staff member(s).

834 d. The Board shall assist in moving all classroom materials and teaching aids to the new
835 assignment, upon written request to the building principal.

836 4. Exchanges

837 a. Exchange is a change of staff assignments involving at least two members of the
838 bargaining unit when there is no posted vacancy. The process for posting and filling
839 vacancies does not apply to exchange. Exchange may be initiated either by staff or
840 administrator(s) and may occur within a building or among more than one building.
841 No exchange may be made unless each of the teachers is qualified for each of the
842 positions assigned as a result of the exchange.

843 b. Staff desiring an exchange may notify their building administrator of desired
844 assignment and/or location changes desired at any time during the year but no later
845 than March 1.

846 c. The building administrator will announce in writing at least five (5) days prior to any
847 decision that an exchange regarding specified grade levels or positions is under
848 consideration. In the case of an exchange involving staff in more than one building,
849 the staff and administrators of both buildings will be notified.

850 d. Staff in building(s) affected by a proposed exchange must notify their building
851 administrator(s) of their interest in being considered for an exchange not later than the
852 fifth day following the announcement.

853 e. The building administrator shall have the authority to initiate and/or approve all
854 exchanges, including both voluntary and involuntary exchanges. All staff who have
855 requested exchange will be notified of the results of the request.

856 f. Any staff member who has requested and not been granted exchange will be notified

857 of reasons why the member was not selected. Staff members made a part of an
858 involuntary exchange will be notified of the reasons for the exchange. Staff members
859 involuntarily exchanged or denied a requested exchange will be permitted to appeal
860 the exchange to the Superintendent.

861 g. Grade level changes due to curriculum design shall not be considered exchanges.

862 D. Reassignment

863 Reassignment shall be defined as the assignment of a teacher to a grade level or subject area other
864 than the one(s) previously taught whether such service is to be performed in the same building or
865 within the district, when no vacancy exists. See Article XXVI (Board of Education Rights) A.5.

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ARTICLE XV
JOB SHARE

- Job sharing shall refer to two qualified and certified teachers sharing one full-time position and having no other teaching responsibilities.
- A. The Board, upon annual review and recommendation by a job-sharing committee, may grant teachers job-sharing opportunities.
1. Composition of committee: Two DCTA members, appointed by the Executive committee, one of whom shall co-chair, a building level administrator, and the Superintendent/designee, who shall co-chair.
 2. Responsibilities of committee: review job-share applications and make recommendations to the Superintendent.
- B. Teachers interested shall assume responsibility for finding job-sharing partners. No teacher shall be required to job share.
- C. Responsibilities of the job share partners would be divided and/or allocated according to Board policy (Form 3120.10) designed by the job-sharing partners and presented to the job-sharing committee on or after February 1st but prior to March 1st.
- D. Employees working in such positions shall be paid at one-half of his/her regular salary and be eligible for all Board benefits, with the Board's responsibility being no more than the cost of one full-time employee. In order to receive full benefits, employees are responsible for the portion not paid for by the Board.
- E. Both staff members involved will participate in all parent/teacher conferences, workdays, and in-service activities as required by the district.
- F. The length of contract shall be the same as those stated in the negotiated agreement.

- 889 G. The two staff members involved are expected to substitute for one another whenever possible and
890 will be responsible for “balancing” the days taught by the end of the year.
- 891 H. In the event one of the job share employees resigns, the remaining employee shall perform the duties
892 of the position full-time.
- 893 I. Upon dissolution of the job sharing partnership, each job sharing teacher shall be guaranteed a full-
894 time position in the school from which s/he left if a position is available. If not available, s/he shall
895 be given a full-time position for which s/he is certificated within the school district. If no open
896 positions are available in the district, refer to Article XXX, Reduction in Force.
- 897 J. Each teacher shall acquire one (1) year district seniority for each year of job sharing. In regard to
898 State Retirement System (STRS) service credit for the year of job sharing, it is the teacher’s
899 responsibility to contact STRS to determine the amount of service credit s/he will receive from
900 STRS.
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ARTICLE XVI

REEMPLOYMENT OF RETIRED TEACHERS

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903 The Board may, under appropriate circumstances, find it necessary to fill one or more certificated
904 bargaining unit vacancies with a previously retired applicant (i.e. a person retired from any school district in
905 Ohio). Such applicants will be known as previously retired teachers (PRT). The re-employment of retired
906 teachers will only be done following compliance with the public notice and hearing requirements according
907 to ORC. The following conditions shall apply.

- 908 A. PRT's shall be bound by all terms of the bargaining unit contract in effect at the time of their
909 employment, except for those specifically excepted by this article.
- 910 B. For the purposes of salary placement, a PRT will be credited with all earned training/education, and
911 shall be granted up to five (5) years' service credit upon initial employment.
- 912 C. The re-employed teacher will be advanced one year on the salary schedule but shall not exceed step
913 10 of the salary schedule effective for all retire/rehires after August 1, 2004.
- 914 D. The re-employed teacher will be eligible for Board-paid health/medical insurance only if s/he is not
915 eligible for coverage through STRS.
- 916 E. The contract of employment will be for one year and is automatically non-renewed at the conclusion
917 of that year without the need for compliance with ORC Sections 3319.11 and 3319.111. Re-
918 employed teachers will be evaluated in accordance to Article V, Section B.
- 919 F. The re-employed teacher will not resume and is not eligible for continuing contract status during any
920 period of reemployment with the District.
- 921 G. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under
922 Article XXX (Reduction in Force) C. 1 and 2.
- 923 H. Such reemployment will not jeopardize the continuation of existing academic programs nor result in

- 924 the reduction in force of faculty employed at the commencement of each such reemployment
925 contract.
- 926 I. Re-employed persons are eligible for sick leave accumulation commencing with the first year of
927 such reemployment.
- 928 J. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they
929 eligible for severance pay.
- 930 K. PRT's have no guarantee of reemployment.
- 931 L. PRT's have no guarantee of reemployment in the same assignment.
- 932 M. Transfers of current employees should be done before the hiring of retired teachers.
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933 ARTICLE XVII

934 TEACHER/PUPIL RATIO

935 A. The Board will comply with state statutes in arriving at teacher/pupil ratio. Efforts will be made to
936 equalize class loads. Efforts will also be made to establish appropriate target numbers for grade
937 levels given a variety of impacting factors. These factors include, but are not limited to facilities,
938 finances, types of classes, instructional techniques, and the like. In classes where physical
939 limitations exist as to the number of functional student workstations, the number of students shall not
940 exceed the physical facilities necessary to provide effective instruction. It is understood that all
941 references herein refer to art and general music teachers as well as general education teachers.

942 B. The ratio of teachers to pupils on a district-wide basis shall be at least one (1) full-time equivalent
943 classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be
944 calculated in accordance with sections 3317.02 and 3317.023 of the Revised Code.

945 Note: The following is from Ohio Department of Education Elementary and Secondary Standards:
946 The ratio of teachers to pupils in kindergarten through fourth grade on a district-wide basis shall be
947 at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily
948 membership. Said ratio shall be calculated in accordance with sections 3317.02 and 3317.023 of the
949 Revised Code. The effective date of this requirement shall be September 1, 1986.

950 A minimum of five (5) full-time equivalent educational service personnel shall be employed on a
951 district-wide basis for each one thousand (1,000) pupils in average daily membership. Said ratio
952 shall be calculated in accordance with sections 3317.02 and 3317.023 of the Revised Code.

953 Educational service personnel shall be assigned to at least five of seven areas: counselor, librarian,
954 school nurse, visiting teacher, and elementary art, music, and physical education. Educational
955 service personnel assigned to elementary art, music, and physical education shall hold the special

- 956 teaching certificate in the subject assigned.
- 957 C. The following guidelines under the current district configuration will be used when target goals cannot
958 be followed due to facilities, budget, etc.:
- 959 1. When the number in a classroom exceeds 25 students in K-1 and 27 students in 2-4, within ten
960 (10) contract days:
- 961 a. A meeting will be held between the building and/or district administrator and
962 member(s), at which time a consensus will be reached to alleviate the overcrowding.
963 Alternatives to be considered may include but are not limited to the following:
- 964 (1) transfer of new student(s) to another room within the building,
965 (2) transfer new student(s) to another classroom in the district,
966 (3) Assignment of an educational aide dedicated primarily to assisting with
967 alleviating the effects of the large enrollment, or
968 (4) addition of a new classroom teacher for that grade level.
- 969 b. The administration will have up to five (5) days to inform the member and building
970 representative in writing via a physical or digital document of any steps taken to alleviate
971 the situation.
- 972 2. When the total pupil load exceeds 150 pupils for an individual member at grades 5-8 (excluding
973 classes such as band, orchestra, choir) within ten (10) contract days:
- 974 a. A meeting will be held between the building administrator and member about how to
975 alleviate the overcrowding in that classroom. Possible alternatives which may be used
976 are:
- 977 (1) Assignment of an educational aide dedicated primarily to assisting with
978 alleviating the effects of the large enrollment,

- 979 (2) Reduction of non-instructional duties during the student day, or
- 980 (3) The addition of a new classroom teacher for that grade level/subject area.
- 981 b. The administration will have up to five (5) days to inform the member and building
- 982 representative in writing via a physical or digital document of any steps taken to alleviate
- 983 the situation.
- 984 3. When the total pupil load exceeds 150 pupils for an individual member at grade levels 9-12
- 985 (excluding classes such as band, orchestra, and choir); within ten (10) contract days a discussion
- 986 will occur between the building administration and the affected member about how to alleviate
- 987 the overcrowding in that classroom.
- 988 a. Possible alternatives which may be used are:
- 989 (1) Assignment of an educational aide dedicated primarily to assisting with
- 990 alleviating the effects of the large enrollment,
- 991 (2) Reduction of non-instructional duties during the student day (if the member has
- 992 such duties), or
- 993 (3) The addition of a new classroom teacher for that grade level/subject area.
- 994 b. The administration will have up to five (5) days to inform the member and building
- 995 representative in writing via a physical or digital document of any steps taken to alleviate
- 996 the situation.
- 997 D. While these numbers may not be reached during this Agreement, the following target goals are
- 998 established: Kindergarten –1 (16-20); grades 2-4 (17-22); grades 5-8, (18-24); and grades 9-12,
- 999 (18-28). In no case are these target goals to be absolute.
- 1000 E. Staff will work as a team to provide quality programs for students with an individualized education plan
- 1001 Classroom teachers and specialized area teachers (such as music, art, and P.E.) who teach students on an

1002 I.E.P , will discuss the student’s placement and program with the I.E.P. team. If the placement of a
1003 student on an I.E.P. into a classroom setting significantly disrupts the education of other students, the
1004 teacher may request the IEP team be reconvened.. Additional support for the student with an I.E.P
1005 and/or classroom teacher, may be required to ensure that all students receive a quality education in the
1006 classroom. The parties recognize and acknowledge that the provisions of this Negotiated Agreement
1007 shall not supersede the provisions of state or federal law governing the rights of pupils with disabilities.

1008 F. Intervention Specialists and related service providers who have primary responsibility for preparing,
1009 writing and implementing IEPs, alternate assessments and other mandated documentation, shall be
1010 granted release time for two(2) or three (3) workdays without students within the contract year for IEP
1011 Preparation, alternate assessments and other mandated documentation and other work relating to his/her
1012 assignment. The work days may be used at anytime during the contract year as needed. The actual
1013 date(s) shall be mutually agreed upon by the teacher and the building principal. An Intervention
1014 Specialist or related service provider who has less than eleven (11) students on his/her caseload shall be
1015 granted two (2) work days. An Intervention Specialist or related service provider who has eleven (11) or
1016 more students on his/her caseload shall be given three (3) work days. Should the need arise, Intervention
1017 Specialists and related service providers may request additional days through their building principal.
1018 Additionally, clerical support will be provided in coordination with building administrators for
1019 Intervention Specialists and related service providers (i.e. Speech and Language Pathologists) to assist
1020 them in routine paper work, copying and scheduling.

1021 G. In making an assignment of a member to two (2) or more buildings, the administration shall consider the
1022 buildings’ proximity. An itinerant member is defined as any member assigned to two (2) or more
1023 buildings. Each itinerant member shall be provided and scheduled adequate time for travel for each trip.
1024 Any itinerant member who is required to travel will not leave a class while still in session nor be

1025 scheduled to arrive at a class already in session. The member will be reimbursed for mileage at a rate
1026 equivalent to that established by the IRS each year.

1027 1. An itinerant member who believes they do not have “sufficient time” to travel between buildings
1028 shall notify their supervisor in writing that they would like an investigation to determine if there
1029 is “sufficient time” allowed for their travel. There shall be a joint (DCTA Co-President/designee
1030 and Administration) investigation that will be completed within five (5) workdays from receipt
1031 of the notice. If the parties are still in dispute as to whether there is “sufficient time,” the
1032 member may file a grievance that shall go directly to step 2 of problem-solving as outlined in
1033 Article IV.

1034 2. The Board shall provide all itinerant members a reasonable amount of organizational time at the
1035 second and subsequent building(s).

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ARTICLE XVIII

SCHOOL CALENDAR/CONTRACT DAY

- A. A calendar committee consisting of representatives from DCTA, other bargaining units and the administration will meet in the fall of each school year, as needed, to prepare proposed calendars. Members of the calendar committee will submit the proposed calendars to a vote by the association's membership and submit the results of the vote to the Superintendent no later than November 1st of each year. The calendar receiving the majority vote shall be deemed the recommended calendar.
- B. Calamity days exceeding five (5) will be included in the yearly calendar.
- C. All teachers shall be expected to report for duty on all days designated as either student days, work days, or conference days on the current calendar. The school year shall be 186 days.
- D. The contract day is seven hours and forty-five minutes. Exceptions to the uniform day within each building may be made for no more than five (5) members (ten (10) members at the High School) who voluntarily agree to a different schedule to support alternative educational programming. In the event that starting and ending times for the contract day of a building are modified by an amount of fifteen (15) minutes or greater, the membership in the affected building will hold a vote in order to make a recommendation to the Board regarding the change.
 - 1. Within the contract day there will be one thirty minute, uninterrupted duty free lunch period and one protected individual preparation/planning period guaranteed for the instructional levels above elementary.
 - 2. Each elementary staff member will have a minimum of two hundred (200) minutes per week for planning time with five (5) forty (40) minute periods of consecutive uninterrupted time within the student day, including the time during the day in which students attend special classes (may include art, music, physical education, library, technology, foreign language and

1059 guidance). Within the contract week each elementary member will also have two (2) thirty
1060 (30) consecutive minute duty-free periods before or after the student contact day. Members
1061 will have input on when the thirty (30) minute periods will occur. See Articles XXIX, Staff
1062 Development/Professional Growth, and XXXI, Meetings for additional obligations.

1063 If there is split day kindergarten, a member teaching split day kindergarten will have no
1064 duties within the student day in lieu of a forty (40) minute planning period on that split day.

1065 E. Kindergarten teachers may be required to work prior to the first student day for testing and assessing
1066 incoming student skill levels. In recognition of the days rendered, those members not otherwise
1067 receiving additional compensation for additional work days will be compensated at their per diem
1068 rate.

1069 F. Members who are required by administration or law to attend meetings outside of the contract day,
1070 excluding Article XXXI – Meetings, and are not otherwise receiving additional compensation for
1071 such meeting greater than the compensation outlined in this Article will be compensated as follows:
1072 If, in one school year, the member attends at least eight (8) meetings that extend at least thirty (30)
1073 minutes outside the contract day, the member will be paid \$200.

1074 G. Members may be required to write District grade level and/or subject area curricula. Those members
1075 will be compensated with a minimum stipend of \$50.00 per project.

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1076 ARTICLE XIX

1077 SUBSTITUTES

- 1078 A. The Board will employ qualified substitutes when available for all bargaining unit members.
- 1079 B. Procedures to be followed for arranging a substitute are specified in the teachers' handbook.
- 1080 C. Compensation for teachers covering classes in the absence of substitutes.
- 1081 1. Teachers may be assigned to cover classes for up to three times in any school year without
- 1082 being paid additional compensation.
- 1083 2. Teachers assigned to cover classes more than three times in any school year will be paid
- 1084 additional compensation at the rate of \$10.00 per class period for each substitute class after
- 1085 the third class. The maximum amount that may be paid a teacher for class substitution for
- 1086 any one day may not exceed the substitute daily rate of pay.
- 1087 3. Teachers substituting for team-taught classes will be paid at the rate of \$10.00 per period. If
- 1088 the team teacher is absent for the entire day, the teacher substituting for the entire day will be
- 1089 paid the substitute teacher rate.
- 1090 4. If a class is divided between two substituting teachers, each will be paid one-half of the
- 1091 substitute rate, or \$5.00 per period.
- 1092 Substituting teachers will complete time sheets recording class coverage. All time sheets will be
- 1093 forwarded to the Treasurer's office no later than noon of Wednesday following the previous pay
- 1094 date to ensure payment on the next pay check.
- 1095 D. Each principal will annually designate one or more staff members to act as "teacher in charge" in
- 1096 the event of the absence of the principal and the unavailability of other administrative staff to serve
- 1097 in the event of a building emergency. Acceptance of the designation as "teacher in charge" shall be
- 1098 voluntary on the part of the staff member(s) and if no qualified staff member is willing to accept

1099 designation no teacher in charge shall be designated for that school year. Any staff member
1100 designated as teacher in charge shall receive training in dealing with building emergencies and
1101 related matters. The principal may notify the teacher in charge of an intended absence and in that
1102 event the teacher in charge will be available to the building staff to deal with building emergencies
1103 during the absence of the principal. The teacher in charge shall have authority to act in the place of
1104 the principal with respect to pupil control, health and safety issues and in matters related to routine
1105 building operation.
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ARTICLE XX

INSURANCE AND BENEFITS

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- A. Effective August 1, 2014, the Board will pay 80% of the health care insurance plan premium and each eligible teacher will pay 20% of the premium for both single and family coverage.. If both husband and wife or domestic partners are employed full-time by the Delaware City School District, the maximum Board contribution toward the cost of family coverage shall be the sum of the Board premium contribution toward family coverage plus the employees' share of two single insurance benefit plans. Spouses married and employed by the district prior to January 1, 2008 retain their current premium exemption. Family coverage includes domestic partner and any dependent children of the member or domestic partner as defined in Article VII, Section G, Sick Leave.
- B. Health care benefits plan premiums for new enrollees will be deducted and paid by the Board with the first open date after September 1 each year. Notification of new or changes in enrollments must be received by the Treasurer no later than thirty (30) days following a qualifying event (including new hires).
- C. If a teacher's health care benefit coverage is provided through a spouses plan, a teacher may opt out of the district's health benefits insurance plan by submitting a request in writing to the Treasurer's office. Upon receipt, the Treasurer will process the request within fifteen (15) days. Reinstatement into the health care benefits plan is permissible, and upon request to the Treasurer, will be done so according to the rules set forth by the carrier (during open enrollment or due to a qualifying event).
- Any member who was enrolled in District health insurance coverage as of March 1, 2014 and who thereafter forgoes District health insurance benefits by switching to or enrolling in a spouse's non-District plan; and,

- 1128 • Any member who enrolls in District health insurance benefits and who thereafter forgoes
1129 District health insurance benefit by switching to or enrolling in a spouse's non-District plan -
1130 will be eligible for an annual payment of \$1,000.00. Such payment will be made in one (1)
1131 lump sum not later than the first pay in February. Any such member who opts out of
1132 coverage in the District's insurance plan is not eligible to return to the plan for a minimum of
1133 twelve (12) months, unless the employee experiences a "qualifying event" that leaves
1134 him/her without insurance coverage.
- 1135 D. Employees whose spouses/domestic partners who are currently on the District insurance plan and
1136 whose spouses/domestic partners are eligible for PPACA compliant coverage through their employer
1137 may have their spouse/domestic partner opt of the District's insurance plan in exchange for a one-
1138 time, lump sum payment of \$1,000.00.
- 1139 E. Any member who was enrolled in the District health plan with family coverage as of March 1, 2014,
1140 and who thereafter switched to a district health plan with single coverage will receive a one-time,
1141 lump sum payment of \$1,000.00.
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1143 F. As of August 1, 2014, the District insurance plan includes but is not limited to the benefits
 1144 delineated in the table below:

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Deductible (calendar year)		
Single	\$200	\$400
Family	\$400	\$800
Coinsurance (calendar year)		
Single	\$500	\$1,000
Family	\$1,000	\$2,000
Coinsurance	90%	70%
Maximum Out-of-Pocket Deductible & Coinsurance		
Single	\$700.00	\$1,400
Family	\$1,400.00	\$2,800
Physician/Office Services		
Office Visit (Illness/Injury)	\$15 copay	70% after deductible
Preventative Services		
Routine Mammogram	90% after deductible	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Chiropractic	\$15 copay - 24 visit limit	70% after deductible
Outpatient Services		
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
	180 day limit per calendar year	
Additional Services		
Routine Endoscopic Services	90% after deductible	70% after deductible
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	90% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
	\$100,000 limit per calendar year	
Home Healthcare	90% after deductible	70% after deductible
	200 visit limit per calendar year	

Hospice	90% after deductible 360 day lifetime limit	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	90% Combined limit of 30 days per year	70% after deductible
Outpatient Mental Health and Substance Abuse Services	\$20 copay individual visit \$10 copay group visit 30 visits per year	70% after deductible
Pharmacy	\$100 Ded/\$300 Max	\$100 Ded/\$300 Max
Retail	100 Ded, 10/20/30	\$10/\$20/\$30
Diabetic Supplies	90%	
Mail Order	\$20/\$40/\$60	\$20/\$40/\$60
Diabetic Supplies		
Vision Plan	\$15 copay - Vision Exam only One every year	Not Covered

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1146 G. Terms:

1147 In-network benefits - Services received from network providers or otherwise covered by health care
1148 provider

1149 Out-of-Network - Services received from non-network providers and covered by health care
1150 provider

1151 Co-insurance - Percentage of medical expenses shared by you and the plan after you meet
1152 your deductible. Your co-insurance is based upon your eligible expenses
1153 (reasonable and customary charges).

1154 Co-payment The amount you pay for certain health services. A co-payment may be either
1155 a defined dollar amount per service or a percentage of eligible expenses.

1156 Out-of-pocket – Total amount you pay in a year for a deductible, coinsurance and co-payments
1157 maximum

- 1158 H. Teachers, regularly scheduled and employed half-time or more, are eligible to receive insurance
1159 benefits.
- 1160 I. The Board shall provide \$25,000 term life and accidental death/disability insurance for each eligible
1161 teacher.
- 1162 J. Effective August 1, 2014, the Board will pay 80% of the dental insurance plan premium and each
1163 eligible member will pay 20% of the premium. Spouses married and employed by the district prior
1164 to January 1, 2008 shall be limited to one family plan and the Board will cover 100% of the cost.
- 1165 K. An Insurance Review Committee consisting of members of DCTA, OAPSE, UE, and administration
1166 will meet quarterly. This committee's responsibilities shall include: monitoring insurance costs;
1167 reviewing and modifying benefits; participating in discussions in selection of insurance carriers
1168 and/or third-party administrators for the health benefits plan and to develop such proposals as the
1169 committee deems appropriate concerning the level of health care insurance benefits. For the
1170 duration of this Agreement, from August 1, 2014 through July 31, 2016, the Insurance Review
1171 Committee may recommend changes to the certificate of coverage levels shown in Table F, to the
1172 extent that such changes would not cause the loss of PPACA Grandfather Status for the District's
1173 health care plan. Any changes must be ratified by each party.
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ARTICLE XXI

1175

SUPPLEMENTAL PAY

1176 A. The assignment of all extra duties for extra pay is the responsibility of the Superintendent. All extra
 1177 pay must be covered by supplemental contracts. Where direct supervision of students is involved,
 1178 supplemental contracts for extra duty are issued contingent upon there being sufficient student
 1179 demand for the services in the opinion of the Superintendent. The Board reserves the right to pay for
 1180 extra duties not shown here and to leave vacant any position listed. Years of continuous service are
 1181 applicable only to supplemental contracts with the same or substantially similar duties. Any dispute
 1182 regarding years of service for supplemental compensation will be presented to and resolved by the
 1183 Supplemental Contract Review Committee. The decision of the Committee will be final and not
 1184 subject to review through the problem solving procedures of Article IV of this Agreement.

1185

SUPPLEMENTAL INDEX

1186

YEARS OF CONTINUOUS SERVICE

1187

	(0-2)	(3-4)	(5-6)	(7-8)	(9+)
1188 Group I	.15	.16	.17	.18	.19
1189 Group II	.11	.12	.13	.14	.15
1190 Group III	.10	.11	.12	.13	.14
1191 Group IV	.08	.09	.10	.11	.12
1192 Group V	.07	.08	.09	.10	.11
1193 Group VI	.06	.07	.08	.09	.10
1194 Group VII	.05	.06	.07	.08	.09
1195 Group VIII	.04	.05	.06	.07	.08
1196 Group IX	.03	.04	.05	.06	.07
1197 Group X	.02	.03	.04	.05	.06

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B. Supplemental Contract Review Committee

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The Supplemental Contract Review Committee (hereafter, the "Review Committee") shall consist of

1200 two building principals, as designated by the Superintendent, the athletic director, and not more than
1201 seven (7) members who are representatives of supplemental contract areas, to be jointly selected by
1202 the Association President and the Superintendent or designee.

- 1203 1. The Review Committee shall meet not less than once per year at a time determined by the
1204 Superintendent.
- 1205 2. The Review Committee shall evaluate and make recommendations to the Board regarding
1206 continuation or modification of existing supplemental contract job descriptions, the need for
1207 new supplemental contract positions together with proposed job descriptions for such
1208 positions and the need for elimination of supplemental contract positions no longer
1209 necessary.
- 1210 3. The Committee shall review and make recommendations to the Board regarding fair and
1211 equitable compensation of supplemental contract positions, including the relative placement
1212 of positions on the supplemental group list as well as the compensation to be paid
1213 supplemental contract positions.
- 1214 4. The Committee shall also develop and recommend procedures for the evaluation of
1215 supplemental contract performance and recommend such evaluation procedures to the Board.
- 1216 5. The Review Committee shall have no authority to alter or change the provisions of this
1217 Agreement provided, however, that any new supplemental positions created by the Board
1218 during the term of this Agreement will be subject to negotiations for a successor agreement.
- 1219 6. The following appeals processes will be available:
 - 1220 a. Procedures for adding new supplemental contracts will be the following:
 - 1221 (1) Discuss position idea with the building principal, athletic director, or District
1222 administrator;

- 1223 (2) Fill out a supplemental activity report form;
- 1224 (3) Send the supplemental activity report form to the supplemental review
1225 committee;
- 1226 (4) The supplemental review committee will score the rubric based on the
1227 information given in the supplemental activity report form;
- 1228 (5) The supplemental review committee will make a recommendation to the
1229 Superintendent and Association Executive Council;
- 1230 (6) The Superintendent and Association Co-Presidents will do a Memorandum of
1231 Understanding to the Agreement if approved.
- 1232 b. If an employee feels that their supplemental contract is not placed in the correct
1233 group, they can fill out the supplemental activity report form and turn it in to the
1234 supplemental review committee. The committee will score the rubric based on the
1235 information given in the supplemental activity report form and will then make a
1236 recommendation to the Superintendent and Association Executive Council if a change
1237 is needed.
- 1238 C. A break in continuous supplemental service does not cause a teacher to lose accrued experience,
1239 provided he/she remains a teacher of the district.
- 1240 D. If a teacher is to receive supplemental contracts for concurrent activities, then the teacher must
1241 demonstrate in writing to the Superintendent that all multiple supplemental position requirements
1242 will be met. For example, if no assistant is hired in a particular area, the head advisor of that area
1243 may apply for the assistant position. The head advisor will be hired for the assistant position subject
1244 to the aforementioned written demonstration and subject to Article XXI (Supplemental Pay) A.
- 1245 E. Index is based on the MA-0 step on the current salary schedule and year(s) of experience are

- 1246 initiated and earned in the same fashion as the salary schedule.
- 1247 F. All year-round supplemental positions will be paid in thirds. The first increment will be paid after
 1248 one-third (1/3) of the contract is completed. Seasonal sports will be paid within the next two (2)
 1249 pays following the end of that season. Spring sports will be paid following the first pay after the
 1250 season ends.
- 1251 G. Qualified, licensed personnel for vacant supplemental positions will be pursued aggressively.
 1252 Available positions will be posted pursuant to Article XIV (Vacancies, Transfers, and Assignment),
 1253 Section B-2 of this Agreement. If the vacancy is not filled, it will then be advertised locally for
 1254 qualified, licensed personnel not employed by the district.
- 1255 H. Supplemental contracts, extended service contracts and contracts funded by federal programs shall
 1256 expire automatically at the end of the contracts. Notice of non-renewal under Section 3319.11 of the
 1257 Ohio Revised Code shall not be required.
- 1258 I. Supplemental Groups are as follows:

<u>Building/Position</u>	<u>Group</u>
Dempsey Middle Yearbook	10
Willis Inter. Yearbook	10
District Invention Convention-Elementary	10
Hayes High Student Council Committee Advisor	10
Hayes High Student Council Committee Advisor	10
Hayes High Student Council Committee Advisor	10
Carlisle Elem. Destination Imagination	9
Conger Elem. Destination Imagination	9
Hayes High FHA Team Advisor (FCCLA)	9
Hayes High Key Club	9
Hayes High Student Mediation	9
Schultz Elem. Destination Imagination	9
Smith Elem. Destination Imagination	9
Willis Inter. Destination Imagination	9
Woodward Elem. Destination Imagination	9
Dempsey Middle 8th Grade Trip Coordinator	9
Dempsey Middle 8th Grade Trip Coordinator	9

Dempsey Middle 8th Grade Trip Coordinator	9
District Mentor Teacher (15)	9
Hayes High Afr.-Amer. Stu. Coa.	9
Willis Inter. 6th Grade Camp Coordinator	9
Dempsey Middle Art Club	8
Dempsey Middle Athletic Coordinator-Fall	8
Dempsey Middle Athletic Coordinator-Winter	8
Dempsey Middle Newspaper Advisor	8
Dempsey Middle Student Council Advisor	8
District Destination Imagination District Coordinator	8
Hayes High Art Club	8
Hayes High Chess Club	8
Hayes High Youth In Government	8
Willis Inter. Art Club	8
Dempsey Middle Gymnastics, Assistant Girls	8
Dempsey Middle Teen Institute, Jr./Student Mediation	8
Dempsey Middle Teen Institute, Jr./Student Mediation	8
Hayes High In-the-Know, Assistant	8
Hayes High Mock Trial	8
Willis Inter. Team Leader (10)	8
Dempsey Middle Football, 7th Assistant	7
Dempsey Middle Football, 8th Assistant	7
District LMC Coordinator	7
Willis Inter. Strings Performance-Assistant	7
Willis Inter. Vocal Performance	7
Dempsey Middle Cheerleading, Fall 7th Grade	7
Dempsey Middle Cheerleading, Fall 8th Grade	7
Dempsey Middle Cheerleading, Winter 7th Grade	7
Dempsey Middle Cheerleading, Winter 8th Grade	7
Dempsey Middle Cross Country, Assistant	7
Dempsey Middle Science Fair	7
Dempsey Middle Track, Assistant Boys	7
Dempsey Middle Track, Assistant Girls	7
Dempsey Middle Wrestling, Assistant	7
Hayes High Choreography-Singers	7
Hayes High Gymnastics, Assistant Girls	7
Hayes High Ticket Manager	7
Hayes High Band Director, Assistant	6
Hayes High Band, Percussion	6
Hayes High Baseball, Assistant	6
Hayes High Basketball, Assistant Boys	6
Hayes High Basketball, Assistant Girls	6
Hayes High Cheerleading, Fall Freshman	6
Hayes High Cheerleading-JV-Fall	6
Hayes High Cheerleading, Winter Freshman	6

Hayes High Cheerleading-JV-Winter	6
Hayes High Cross Country, Assistant	6
Hayes High Football, Assistant - JV (2)	6
Hayes High Football, Assistant Varsity (5)	6
Hayes High Soccer, Assistant Boys	6
Hayes High Soccer, Assistant Girls	6
Hayes High Softball, Assistant	6
Hayes High Swimming, Assistant	6
Hayes High Swimming, Assistant	6
Hayes High Track, Assistant Boys	6
Hayes High Track, Assistant Girls	6
Hayes High Wrestling, Assistant	6
Hayes High Wrestling, Assistant	6
Hayes High Yearbook	6
Dempsey Middle Department Chair, Applied Sciences	6
Dempsey Middle Department Chair, Language Arts (2)	6
Dempsey Middle Department Chair, Math	6
Dempsey Middle Department Chair, Science	6
Dempsey Middle Department Chair, Social Studies	6
Dempsey Middle Department Chair, Special Education	6
Dempsey Middle Dramatics, Assistant	6
Dempsey Middle Gymnastics, Head Girls	6
District Suzuki Strings	6
District Suzuki Strings	6
District Suzuki Strings	6
Hayes High Band, Color Guard Winter	6
Hayes High Band, Pep	6
Hayes High Department Head, Applied Sciences	6
Hayes High Department Head, Art	6
Hayes High Department Head, English	6
Hayes High Department Head, Foreign Lang.	6
Hayes High Department Head, Guidance	6
Hayes High Department Head, Math	6
Hayes High Department Head, Music	6
Hayes High Department Head, Science	6
Hayes High Department Head, Social Studies	6
Hayes High Department Head, Special Ed.	6
Hayes High Facility Site Manager	6
Hayes High Football, Freshman (2)	6
Hayes High Golf-JV	6
Hayes High National Honor Society	6
Hayes High Tennis-JV-Boys	6
Hayes High Tennis-JV-Girls	6
Hayes High Wrestling, Assistant - JV	6
Hayes High Baseball, Freshmen	6
Hayes High Baseball-JV	6
Hayes High Basketball, Freshman Boys	6
Hayes High Basketball, Freshman Girls	6
Hayes High Basketball-JV-Boys	6

Hayes High Basketball-JV- Girls	6
Hayes High Dramatics Asst. Play Set Design	6
Hayes High Dramatics Asst. Tech. Musical	6
Hayes High Soccer, Freshman Boys	6
Hayes High Soccer, Freshman Girls	6
Hayes High Soccer-JV-Boys	6
Hayes High Soccer-JV-Girls	6
Hayes High Softball, Freshman	6
Hayes High Softball-JV	6
Hayes High Swimming-Diving	6
Hayes High Volleyball, Freshman Girls	6
Hayes High Volleyball-JV-Girls	6
Dempsey Middle Volleyball, 7th Girls	6
Dempsey Middle Volleyball, 8th Girls	6
Hayes High Dramatics Asst. Musical Set Design	6
Hayes High Strength and Conditioning, Fall	6
Hayes High Strength and Conditioning, Spring	6
Hayes High Strength and Conditioning, Winter	6
Hayes High Talisman Advisor	6
Dempsey Middle Baseball, 7th Boys	6
Dempsey Middle Baseball, 8th Boys	6
Dempsey Middle Basketball, 7th Boys	6
Dempsey Middle Basketball, 7th Girls	6
Dempsey Middle Basketball, 8th Boys	6
Dempsey Middle Basketball, 8th Girls	6
Dempsey Middle Cross Country, Head	6
Dempsey Middle Softball, 7th Girls	6
Dempsey Middle Softball, 8th Girls	6
Dempsey Middle Golf	6
Hayes High Band, Color Guard Fall	6
Hayes High In-the-Know, Head	6
Dempsey Middle Football, 7th Head	5
Dempsey Middle Football, 8th Head	5
Dempsey Middle Vocal Performance	5
Hayes High Dramatics Head Play & Thespian Troupe	5
Hayes High ROTC Drill Team	5
Hayes High Student Council Advisor-Head	5
Dempsey Middle Track, Head Boys	5
Dempsey Middle Track, Head Girls	5
Dempsey Middle Wrestling, Head	5
Hayes High Orchestra Pit/Vocal-Hayes (2)	5
Willis Inter. Dramatics, Head	5
Dempsey Middle Dramatics, Head	4
Hayes High Auditorium Site Manager	4
Hayes High Girls Golf, Head	4
Hayes High Boys Golf, Head	4
Hayes High Strings Performance-Head	4
Hayes High Tennis, Head Boys	4
Hayes High Tennis, Head Girls	4

Hayes High Vocal Performance	4
Hayes High Cheerleading, Fall Head	4
Hayes High Cheerleading, Winter Head	4
Hayes High Dramatics Head Musial	4
Hayes High Gymnastics, Head Girls	4
Hayes High Cross Country, Head	3
Hayes High Volleyball, Head Boys	3
Hayes High Volleyball, Head Girls	3
Hayes High Soccer, Head Boys	2
Hayes High Soccer, Head Girls	2
Hayes High Swimming, Head	2
Hayes High Baseball, Head	2
Hayes High Softball, Head	2
Hayes High Track, Head Boys	2
Hayes High Track, Head Girls	2
Hayes High Wrestling, Head	2
Hayes High Band Director, Head	1
Hayes High Basketball, Head Boys	1
Hayes High Basketball, Head Girls	1
Hayes High Football, Head Varsity	1

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	1	2	3	4	5	6	7	8	9	10
6 th Grade Camp Coordinator - Willis									X	
8 th Grade Trip Coordinator - Dempsey									X	
African-American Student Coalition - Hayes									X	
Art Club - Hayes/Dempsey/Willis								X		
Athletic Coordinator - Fall - Dempsey								X		
Athletic Coordinator - Winter - Dempsey								X		
Auditorium Site Manager - Hayes				X						
Band - Head Director - Hayes	X									
Band - Assistant Director - Hayes						X				
Band Color Guard Fall - Hayes						X				
Band Color Guard Winter - Hayes						X				
Band Pep - Hayes						X				
Band Percussion - Hayes						X				
Baseball - Head - Hayes		X								
Baseball - Assistant/Reserve/Freshman - Hayes						X				
Baseball - 7th & 8th Grade - Dempsey						X				
Basketball - Head (Girls & Boys) - Hayes	X									
Basketball - Assistant/Reserve (Girls & Boys) - Hayes						X				
Basketball - Freshman (Girls & Boys) - Hayes						X				
Basketball - 7th & 8th Grade (Girls & Boys) - Dempsey						X				
Cheerleading - Head Fall & Winter - Hayes				X						
Cheerleading - Reserve Fall & Winter - Hayes						X				
Cheerleading - Freshman Fall & Winter - Hayes						X				
Cheerleading - 7th & 8th Grade - Fall & Winter - Dempsey							X			
Chess Club - Hayes								X		
Choreography Singers - Hayes							X			
Cross Country - Head - Hayes			X							
Cross Country - Assistant - Hayes						X				
Cross Country - Head - Dempsey						X				
Cross Country - Assistant - Dempsey							X			
Department Chairs - Dempsey										
Applied Sciences						X				
Language Arts						X				
Math						X				

	1	2	3	4	5	6	7	8	9	10
Science						X				
Social Studies						X				
Special Education						X				
Department Chairs - Hayes										
Applied Science						X				
Art						X				
English						X				
Foreign Language						X				
Guidance						X				
Math						X				
Music						X				
Science						X				
Social Studies						X				
Special Education						X				
Destination Imagination – Elementary Buildings									X	
Destination Imagination Coordinator - District								X		
Dramatics - Head Musical - Hayes				X						
Dramatics - Assistant Tech Musical - Hayes						X				
Dramatics - Assistant Musical Set Design - Hayes						X				
Dramatics - Head Play & Thespian Troupe - Hayes					X					
Dramatics - Assistant Play Set Design - Hayes						X				
Dramatics - Head - Dempsey				X						
Dramatics - Head - Willis					X					
Dramatics - Assistant - Dempsey						X				
Facility Site Manager - Hayes						X				
FHA Team Advisor - Hayes									X	
Football - Head - Hayes	X									
Football - Assistant - Hayes						X				
Football - Freshman - Hayes						X				
Football - Reserve - Hayes						X				
Football - Head 7th & 8th Grade - Dempsey					X					
Football - Assistant 7th & 8th Grade - Dempsey							X			
Golf - Head (Girls & Boys) - Hayes				X						
Golf - Reserve (Girls & Boys) - Hayes						X				

	1	2	3	4	5	6	7	8	9	10
Golf - Dempsey						X				
Gymnastics - Head - Hayes				X						
Gymnastics - Assistant - Hayes							X			
Gymnastics - Head - Dempsey						X				
Gymnastics - Assistant - Dempsey								X		
In-the Know - Head - Hayes						X				
In the Know - Assistant - Hayes								X		
Invention Convention - Elementary										X
Key Club - Hayes									X	
LMC Coordinator - Elementary							X			
Mentor Teacher - District									X	
Mock Trial - Hayes								X		
National Honor Society - Hayes						X				
Newspaper Advisor - Dempsey								X		
Orchestra Pit/Vocal - Hayes					X					
ROTC Drill Team - Hayes					X					
Science Fair - Dempsey							X			
Soccer - Head (Girls & Boys) - Hayes		X								
Soccer - Assistant/Reserve/Freshman (Girls & Boys) - Hayes						X				
Softball - Head - Hayes		X								
Softball - Assistant/Reserve/Freshman - Hayes						X				
Softball – 7th & 8th Grade - Dempsey						X				
Strength & Conditioning/Fall - Hayes						X				
Strength & Conditioning/Winter - Hayes						X				
Strength & Conditioning/Spring - Hayes						X				
Strings Performance - Head - Hayes				X						
Strings Performance - Assistant - Willis							X			
Student Council Advisor - Dempsey								X		
Student Council Head - Hayes					X					
Student Council Committee Advisor - Hayes										X
Student Mediation - Hayes									X	
Suzuki Strings - Elementary						X				

	1	2	3	4	5	6	7	8	9	10
Swimming - Head - Hayes		X								
Swimming - Assistant - Hayes						X				
Swimming - Diving - Hayes						X				
Talisman - Hayes						X				
Team Leader - Willis								X		
Teen Institute, Jr./Student Mediation - Dempsey								X		
Tennis - Head (Girls & Boys) - Hayes				X						
Tennis - Reserve (Girls & Boys) - Hayes						X				
Ticket Manager - Hayes							X			
Track - Head (Girls & Boys) - Hayes		X								
Track - Assistant (Girls & Boys) - Hayes						X				
Track - Head (Girls & Boys) - Dempsey					X					
Track - Assistant (Girls & Boys) - Dempsey							X			
Vocal Performance - Hayes				X						
Vocal Performance - Dempsey					X					
Vocal Performance - Willis							X			
Volleyball - Head (Girls & Boys) - Hayes			X							
Volleyball - Reserve (Girls & Boys) - Hayes						X				
Volleyball - Freshman (Girls) - Hayes						X				
Volleyball - 7th & 8th Grade (Girls) - Dempsey						X				
Wrestling - Head - Hayes		X								
Wrestling - Assistant - Hayes						X				
Wrestling - Reserve - Hayes						X				
Wrestling - Head - Dempsey					X					
Wrestling - Assistant - Dempsey							X			
Yearbook - Hayes						X				
Yearbook - Dempsey/Willis										X
Youth in Government - Hayes								X		

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ARTICLE XXII

SALARY

- A. The salary index that follows shall be in effect under the terms of this Agreement.
- B. August 1, 2014 through July 31, 2016.
A base (BA-0) salary of \$35,823 which reflects a 2.25% increase will be implemented for the 2014-2015 school year
A base (BA-0) salary of \$36,539 which reflects a 2.0% increase will be implemented for the 2015-2016 school year.
- C. All extended service shall be calculated on a per diem basis. All extended service workdays shall be specified by the Superintendent or designee.
- D. Long-term substitutes will be compensated based on the BA-0 step on the salary schedule after sixty (60) teaching days in the same assignment.

INDEX

<u>EXP.</u>	<u>N.D.</u>	<u>B.A.</u>	<u>150</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
0	.8600	1.0000	1.0410	1.1000	1.2000	1.2500	1.30
1	.8970	1.0423	1.0890	1.1557	1.2557	1.3057	1.3557
2	.9340	1.0846	1.1370	1.2114	1.3114	1.3614	1.4114
3	.9710	1.1269	1.1850	1.2671	1.3671	1.4171	1.4671
4	1.0080	1.1692	1.2330	1.3228	1.4228	1.4728	1.5228
5	1.0450	1.2115	1.2810	1.3785	1.4785	1.5285	1.5785
6	1.0820	1.2538	1.3290	1.4342	1.5342	1.5842	1.6342
7	1.1190	1.2961	1.3770	1.4899	1.5899	1.6399	1.6899

8	1.1560	1.3384	1.4250	1.5456	1.6456	1.6956	1.7456
9	1.1930	1.3807	1.4730	1.6013	1.7013	1.7513	1.8013
10	1.2300	1.4230	1.5210	1.6570	1.7570	1.8070	1.857
11	1.2670	1.4653	1.5690	1.7127	1.8127	1.8627	1.9127
12	1.3040	1.5076	1.6170	1.7684	1.8684	1.9184	1.9684
13	1.3410	1.5499	1.6650	1.8241	1.9241	1.9741	2.0241
14		1.5922	1.7130	1.8798	1.9798	2.0298	2.0798
15		1.6345	1.7610	1.9355	2.0355	2.0855	2.1355
16		1.6768	1.8090	1.9912	2.0912	2.1412	2.1912
17				2.0469	2.1469	2.1969	2.2469
21		1.698	1.833	2.0748	2.1748	2.2248	2.2748
25		1.7191	1.8570	2.1026	2.2026	2.2526	2.3026
1277							

1278 “150” means 150 semester hours

1279 “Master’s Degree + 15” means graduate semester hours beyond the Master’s Degree.

1280 “Master’s Degree + 30” means graduate semester hours beyond the Master’s Degree.

1281 “Master’s Degree + 45” means graduate semester hours beyond the Master’s Degree.

1282

1282 ARTICLE XXIII

1283 CONSISTENCY WITH LAW

1284 If any provision of this Agreement, or any agreement reached under its terms conflicts with any
1285 federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions,
1286 applications or agreements shall be inoperative but the remaining provisions hereof shall remain in effect.
1287 The parties will meet within thirty (30) days of the decision by any court or competent jurisdiction to
1288 renegotiate the affected provision. Negotiations will be conducted in accordance with the procedures in
1289 Article II, Negotiation Procedures.

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ARTICLE XXIV

ATTENDANCE FOR TEACHER DEPENDENTS

- A. Members who live out of the Delaware City School District have the right to have their child/children and dependents and their domestic partner’s child/children and dependents attend the Delaware City Schools K-12 educational program tuition free. The Board is not obligated to provide transportation to the teacher’s child/children.
- B. Members who live outside the District may apply for peer model pre-school openings following the same timelines as District residents. After June 1, if pre-school openings remain available after all District resident requests have been satisfied, children of non-resident members may be enrolled providing they meet all screening requirements.

ARTICLE XXV

NONDISCRIMINATION

1300
1301
1302 The Board will provide equal employment opportunities without regard to religion, race, color, national
1303 origin, disability, sex, sexual orientation, military status, ancestry, or age. Discrimination will not be
1304 practiced either by preference or quota. All positions will be available to all qualified persons on an equal
1305 basis.
1306

1306 ARTICLE XXVI

1307 BOARD OF EDUCATION RIGHTS

1308 A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority,
1309 duties and responsibilities conferred upon and bested in it by the laws and the Constitution of the
1310 State of Ohio and of the United States, including but without limiting the generality of the foregoing,
1311 all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include the right to:

- 1312 1. Determine matters of inherent managerial policy which include, but are not limited to areas
1313 of discretion or policy such as the functions and programs of the Board, standards of school
1314 services, its overall budget, utilization of technology, and the School District organizational
1315 structure;
- 1316 2. Direct, supervise, evaluate or hire employees;
- 1317 3. Maintain and improve the efficiency and effectiveness of Board operations;
- 1318 4. Determine the overall methods, process, means, or personnel by which school district
1319 operations are to be conducted;
- 1320 5. Suspend, discipline, demote or terminate for just cause, or lay-off, recall, transfer, assign,
1321 schedule, promote, or retain employees;
- 1322 6. Determine the adequacy of the work force;
- 1323 7. Determine the overall mission of the School District;
- 1324 8. Effectively manage the work force;
- 1325 9. Take actions to carry out the mission of the School District.

1326 B. The Board is not required to bargain on subjects reserved to its management.

1327

1327 ARTICLE XXVII

1328 BOARD TAX DEFERENCE (STRS PICK-UP) OF
1329 EMPLOYEES CONTRIBUTING TO STRS

1330 For the purposes of this section, total annual salary per pay period for each teacher shall be the salary
1331 otherwise payable under this agreement and their contracts. The total annual salary and salary per pay
1332 period of each teacher member shall be payable by the Board in two parts: (1) deferred salary and (2) cash
1333 salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or
1334 salary per pay period which is required from time to time by State Teachers Retirement System ("STRS") to
1335 be paid as an employee contribution by said teacher and shall be paid by the Board to STRS on behalf of
1336 said teacher as to a "tax defERENCE" of the STRS employee contribution otherwise payable by said teacher.
1337 A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the
1338 amount of the tax defERENCE for said teacher and shall be payable, subject to the applicable payroll
1339 deductions, to said teacher. The Board's total combined expenditures for teachers' total annual salaries
1340 otherwise payable under their contracts and applicable Board policies (including tax defERENCE amounts) and
1341 its employer contributions to STRS shall not be greater than the amounts it would have paid for those items
1342 had this section not been in effect. The Board shall compute and remit its employer contributions to STRS
1343 based upon total annual salary, including the "tax defERENCE." The Board shall report for federal and Ohio
1344 income tax purposes as a teacher's gross income said teacher's total annual salary less the amount of the
1345 "tax defERENCE." The Board shall report for municipal income tax purposes as a teacher's gross income said
1346 teacher's total annual salary, including the amount of the tax defERENCE. The Board shall compute income
1347 tax withholding based upon gross income as reported to the respective taxing authorities. The tax defERENCE
1348 shall be included in the teacher's total annual salary for the purposes of computing daily rate of pay, for
1349 determining paid salary adjustments to be made due to absence, or any other similar purpose. The tax
1350 defERENCE shall apply to all payroll payments made during the life of this Agreement.

1351 ARTICLE XXVIII

1352 PROFESSIONAL COMPENSATION

- 1353 A. The Board of Education will provide reimbursement funds in an amount up to one and one-half
1354 times the base salary rounded to the nearest \$1,000 for college credit satisfactorily completed with a
1355 grade of B-/S or better. Professional compensation is not given for courses taken for audit.
- 1356 B. Professional compensation will be provided for bargaining unit members.
- 1357 C. In order to be eligible for reimbursement, the participating bargaining unit member shall have
1358 taught in the Delaware City Schools immediately preceding the term of enrollment and returned to
1359 teach the following year, or be on a Board approved leave of absence for professional improvement
1360 (Article X, Section E).
- 1361 D. The maximum number of hours for which reimbursement will be given to any bargaining unit
1362 member will be nine (9) quarter hours or six (6) semester hours completed during a calendar year.
- 1363 E. The bargaining unit member must take the course work in an area of current certification/ licensure,
1364 and related to his/her goals in the Individual Professional Development Plan (IPDP), from a college
1365 or university accredited by the Ohio Department of Education, or in other work approved by the
1366 Superintendent.
- 1367 F. Applications for reimbursement must be submitted to the Superintendent or designee by October
1368 1st for courses successfully completed between September 1st of the previous year and September
1369 30th of the current year.
- 1370 G. Payment will be made on an equitable pro rata basis not to exceed the conditions stipulated in this
1371 Article. Quarter hours will be converted to semester hours for pay purposes so that each quarter
1372 hour will be reimbursed at two-thirds (2/3) the semester hour rate.
- 1373 H. Professional compensation will be in effect during the term of this Agreement. If begun before the
1374 expiration of this Agreement, course work will be reimbursed under the terms of this Agreement.

- 1375 (See F above.)
- 1376 I. Total reimbursement to the teacher will not exceed cost of course(s).
- 1377 J. Third Grade Guarantee Transition
- 1378 For the duration of this Agreement (through July 31, 2016), the District shall provide the following:
- 1379 1. The District shall pay for any and all test fees for one (1) testing administration for those
- 1380 teachers pursuing certification qualifying them under the Third Grade Reading Guarantee
- 1381 teaching requirements; and,
- 1382 2. The District will increase the funds for Professional Compensation under this Article by
- 1383 \$10,000.
- 1384 3. Members required to create a Reading Improvement Plan (RIMP) will be compensated with
- 1385 a stipend of \$50.00 per ten (10) RIMPs.
- 1386 B. Annual training may be provided and/or staff development programs available during the workday
- 1387 for employees whose duties are impacted by a RIMP.
- 1388

1388 ARTICLE XXIX

1389 STAFF DEVELOPMENT/PROFESSIONAL GROWTH

- 1390 A. The Delaware City Schools will develop and make available quality professional development
1391 programs and scheduled activities to promote the teaching and learning process and assist in the
1392 professional development of the professional staff. Teachers are encouraged to attend and
1393 participate in the staff development programs and scheduled activities. Newly employed teachers
1394 are required to attend orientation and inservice programs prior to and during the first year of
1395 employment.
- 1396 B. There will be two (2) duty days scheduled immediately prior to the first day of school for students
1397 for convocation, professional development and at least one three and one-half hour block of time
1398 over the course of the two days for teachers to prepare their classrooms. In addition, three hours on
1399 each of the work days at the end of the first and third nine weeks are available for professional
1400 development.
- 1401 C. District-offered professional development programs and scheduled activities will be conducted
1402 throughout the year. The Board and Association will cooperate to offer professional programs that
1403 are appropriate to grade level and building needs through the Staff Development Committee. The
1404 Staff Development Committee shall consist of the Curriculum Director(s) with one teacher
1405 representative from each elementary and middle school building and two from Hayes High School.
1406 Teacher members will be representative of all grade levels. Members will be jointly selected by the
1407 Association President and the Superintendent or designee.
- 1408 The Staff Development Committee shall:
- 1409 1. Provide quality professional development programs.
 - 1410 2. Monitor building and district needs and recommend program offerings.
 - 1411 3. Communicate program offerings to teachers and staff in a timely fashion.

1412 4. Conduct ongoing evaluation of program offerings.

1413 5. Report annually to the Board of Education

1414

1414 ARTICLE XXX

1415 REDUCTION IN FORCE

1416 A. During this Agreement, when the Board determines that it will be necessary to reduce the number of
1417 teachers because of decreased enrollment (by grade level, subject area, or in the district as a whole),
1418 territorial changes affecting the district, financial reasons, or the abolishment of positions, a
1419 reasonable reduction in force may be made.

1420 B. The Superintendent shall notify the Association of the specific reasons for, and the nature of, any
1421 anticipated staff reductions no less than twenty (20) calendar days prior to Board action on a
1422 reduction in force. The Association will be afforded the opportunity to present its views to the
1423 Board prior to Board action on the reduction in force. The Superintendent shall determine which
1424 positions shall be affected and which teachers shall be laid off. The Superintendent will use the
1425 following criteria in determining which teachers are to be laid off:

1426 1. The Board may make any reductions in force first through staff retirement and voluntary
1427 resignations.

1428 2. Bargaining unit members shall be placed in one (1) of three (3) groups for the purpose of a
1429 reduction in force, as described below. These groups shall be called "Group One," "Group
1430 Two," and "Group Three." Members within each Group shall be deemed "comparable,"
1431 except that members under continuing contracts shall be given preference over all members
1432 under limited contracts within the same Group.

1433 a. Group One shall be comprised of all members who were rated "Ineffective" on their
1434 evaluation using the calculation set forth below;

1435 b. Group Two shall be comprised of all members who were rated "Developing" on their
1436 evaluation using the calculation set forth below; and

1437 c. Group Three shall be comprised of all members who were rated "Skilled" or

1438 “Accomplished” on their evaluation using the calculation set forth below.

1439 3. Any reduction in force shall begin with members in Group One, followed by Group Two,
1440 and finally, Group Three.

1441 For the 2014-15 and 2015-16 school years only, the teachers’ performance rating only (not
1442 including student growth measures) shall determine which group the teacher is in.

1443 Thereafter, the teachers shall be placed in the aforementioned groups based upon an average
1444 of the three (3) most recent summative ratings calculated as follows:

- 1445 • Ratings of Accomplished shall equal four (4) points;
- 1446 • Ratings of Skilled shall equal three (3) points;
- 1447 • Ratings of Developing shall equal two (2) points;
- 1448 • Ratings of Ineffective shall equal one (1) point.

1449 The sum of the teachers’ most recent three (3) years shall be added together, divided by three
1450 (3), and rounded to the nearest whole number to find the “average” rating. The teacher
1451 shall then be placed in the appropriate Group based on his/her average rating. For example, a
1452 teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be
1453 placed in Group Three ($2 + 3 + 3 = 8 / 3 = 2.666$ which is rounded to $3 =$ Skilled).

1454 Experienced teachers new to the District shall have their ratings from their prior district used
1455 in the calculation. First and second year teachers shall be placed in Group One. Third year
1456 teachers shall have their two (2) years’ scores averaged for placement in the appropriate
1457 Group.

1458 The order of reduction within each Group shall be:

1459 a. Members under limited contracts beginning with the least senior; and then,

- 1460 b. Members under continuing contracts beginning with the least senior.
- 1461 4. No preference shall be given to any member based on seniority, except when deciding
1462 between members who have comparable evaluations.
- 1463 C. In an effort to reduce the number of contract suspensions, teachers otherwise to be RIF'd, may be
1464 reassigned to vacant positions for which they are highly qualified. Neither the reassignment, nor any
1465 vacancy resulting from such reassignment, shall be subject to any posting requirement.
- 1466 D. A seniority list shall be established for each teaching assignment affected by the implementation of
1467 the RIF policy. A teaching assignment shall be defined as those grade levels/academic subjects
1468 which are currently being taught within a particular type of certificate/license issued by the State
1469 Department of Education and currently held by an individual teacher.
- 1470 E. A teacher who has been notified that he/she will be included in a RIF will be granted the following
1471 rights:
- 1472 1. The right to be carried on payroll records and to remain in group insurance programs at
1473 his/her expense as provided by Federal Law. The teacher shall be responsible for the
1474 full premium payment of all programs subscribed to at the first full premium due
1475 date following the effective date of their “unpaid” RIF status, provided it is
1476 acceptable to the carrier.
- 1477 F. Seniority shall be computed from the teacher’s earliest date of continuous hire and will begin to
1478 accrue as of the first day of the actual teaching position in the Delaware City Schools.
- 1479 1. Seniority will continue to accrue during all paid leaves of absence and unpaid leaves of
1480 absence. Seniority is lost when service is otherwise discontinued.
- 1481 2. When seniority is equal, placement on the seniority list shall be determined by:

- 1482 a. The date of the Board meeting at which the teacher was hired.
- 1483 b. The date the teacher signed the initial employment contract with the Delaware City
- 1484 Schools.
- 1485 c. The date and time the signed contract was received by the Superintendent's office.
- 1486 d. The first paid day of the teacher with the Delaware City Schools.
- 1487 e. Any remaining ties will be broken by lot.
- 1488 3. A district wide seniority list by assignment will be posted in each building by October 1st of
- 1489 each school year. The list will include employee names, current assignment, and years of
- 1490 service. The Association will be provided with a copy of the seniority list.
- 1491 4. Teachers wishing to challenge their placement on the seniority list must do so in writing to
- 1492 the Superintendent or designee no later than the last school day of October. A final list will
- 1493 be posted by the first day of December.
- 1494 G. The following procedures will be used in the recall process:
- 1495 Recall:
- 1496 1. If there is a vacancy, laid off teachers who are certificated/licensed to perform the work in
- 1497 question will be recalled in reverse order of layoff as per state requirements.
- 1498 2. Notice of recall will be by telephone and/or electronic mail. If those methods do not result in
- 1499 contact with the teacher, notice will be given by certified mail to the last address given to the
- 1500 Board by the teacher. The teacher has ten (10) days after receipt of the notice of recall to
- 1501 indicate acceptance or not. No acknowledgment of the notice within fifteen (15) days of the
- 1502 date it was mailed will be the same as refusal.
- 1503 3. A teacher who is laid off will remain on the recall list for thirty-six (36) months after the
- 1504 effective date of lay off unless:
- 1505 a) recall rights are waived in writing by the teacher

- 1506 b) a resignation is offered by the teacher
- 1507 c) the teacher fails to accept the position to which he/she has been recalled.
- 1508

ARTICLE XXXI

MEETINGS

- 1510 The following parameters shall be established concerning meetings that extend outside of the member
1511 contract day as defined by Article XVII School Calendar/Contract Day, Section D.
- 1512 A. Staff Meetings - No more than two staff meetings per month except in cases of emergency.
- 1513 B. Team and/or Department Meetings - No more than once every other month for a total of no more than
1514 five (5) such meetings during the contract year.
- 1515 C. Meetings shall be sixty (60) minutes or less in length. If a meeting exceeds the sixty (60) minute
1516 limit, a member who must leave may do so.
- 1517 D. Members are encouraged to be prompt to meetings, and if late, are accountable for any information
1518 they may have missed.
- 1519 E. No meetings during the last three weeks of school shall be conducted by district
1520 curriculum/instructional committees except in cases of emergency. (Regular special, enrichment
1521 and staff development.)
- 1522 F. Flexibility by administration and staff is encouraged.
1523 These guidelines shall be included in all district staff handbooks.
- 1524 G. In the case of meetings scheduled outside of the member contract day, each individual building
1525 shall determine through a building vote if meetings will be held before or after school for that
1526 academic year. Only bargaining unit members who spend at least 50% of their work time in the
1527 building can vote. The vote shall occur the first work day of the school year by secret ballot and
1528 counted by the DCTA building representative(s) and one (1) administrator. The members'
1529 preference by building will be considered by administration when scheduling meetings outside of
1530 the member contract day.
- 1531 H. The Association shall have the right to meet with its Representative Council after school on the

1532 second (2nd) Monday of every month. (Article III, B7)

1533

1533 ARTICLE XXXII

1534 SERVICE FEE

1535 A. Payroll Deduction of Service Fees

1536 The Board of Education will deduct from the pay of teachers who elect not to become or remain
1537 members of the Association a service fee for the Association's representation of such non-members
1538 during the term of this contract. Employees hired on or before August 1, 1995 and who have not
1539 become members of the Union prior to August 1, 1995, shall be exempted from the payment of
1540 service fees which are otherwise required by this provision. An exempted employee who
1541 voluntarily becomes a member of the Union forfeits such exemption. No non-member filing a
1542 timely demand shall be required to subsidize partisan political or ideological causes not germane to
1543 the Association's work in the realm of collective bargaining.

1544 B. Notification of Service Fee Amount

1545 Notice of the amount of the annual service fee, which shall not be more than 100% of the unified
1546 dues of the Association, shall be determined by the Association and transmitted to the Treasurer of
1547 the Board on or about December 15th of each year during the term of this contract for the purpose
1548 of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all
1549 amounts deducted to the Association.

1550 C. Schedule of Service Fee Deductions

1551 1. Service Fee Payers

1552 Payroll deduction of the annual service fee shall commence on the first pay date which
1553 occurs on or after January 15th of each year. In the case of bargaining unit employees
1554 newly hired after the beginning of the school year, the payroll deduction shall commence on
1555 the first pay date on or after the later of:

1556 a. Thirty (30) day employment in a bargaining unit position, or

1557 b. January 15.
1558 Service fee deductions will be made in as near as possible equal deductions from pay due in
1559 each pay period remaining in the school year.

1560 2. Termination of Membership

1561 Upon notification that a teacher has terminated membership in the Association, the Board
1562 will commence the deduction of the service fee with respect to the former member, and the
1563 amount of the fee to be deducted in that year shall be the difference between the annual
1564 service fee less the amount previously paid as Association dues through payroll deduction.
1565 The deduction of said amount shall commence on the first pay date occurring on or after
1566 forty-five (45) days from the termination of membership.

1567 3. Any portion of the service fee due at the conclusion of employment will be deducted from
1568 the final pay of the teacher. In no event will the Board be liable for any service fee amount
1569 provided the Board has complied with the provisions of this Article.

1570 D. Transmittal of Deductions

1571 The Board will transmit the service fee amounts to a person designated by the Association together
1572 with a list of the names of the bargaining unit members from whom the service fee deductions were
1573 made, the period covered, and the amounts deducted from each.

1574 E. Rebate Procedure

1575 The Association represents to the Board that an internal rebate procedure has been established in
1576 accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the
1577 amount of the service fee has been established and will be given to each member of the bargaining
1578 unit hired after August 1, 1995 who does not join or maintain membership in the Association and
1579 that such procedure and notice shall be in compliance with all applicable state and federal laws and
1580 the Constitution of the United States and the State of Ohio. The Association, on its own behalf and

1581 on behalf of the Ohio Education Association and the National Education Association agrees to
1582 indemnify and hold the Board and its officers, members employees and agents from any and all loss,
1583 costs or damages of any kind whatsoever arising out of or connected with the implementation or
1584 enforcement of the provisions of this Service Fee provision.

1585 F. Entitlement to rebate

1586 Upon timely demand, service fee payers may apply to the Ohio Education Association for an
1587 advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Ohio
1588 Education Association.

1589 G. Designation of Service Fees

1590 Each year by June 1, the Association will provide the District Treasurer with a list of eligible
1591 organizations to which Service Fee Objectors may designate their Service Fees. Those organizations
1592 shall include Delaware County charitable organizations such as United Way Agencies, Delaware
1593 Cultural Arts Center, People In Need and any Foundation established by the Board of Education.

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ARTICLE XXXIII

ACADEMIC FREEDOM

A major goal of education in a free society is to develop persons who can think critically, understand their culture, live compassionately with others, make sound decisions and live with the consequences of their judgment. Public education in a pluralistic society must strive to present, as objectively as possible, varied events, activities and perceptions reflected in history, literature and every other source of humankind’s thought and expression. Because points of view differ and biases exist, students must have access to materials which express this diversity of perspective.

It is the responsibility of the teacher to make certain that such access to materials presenting all sides of an issue is available; however, teachers must take into account the relative maturity of their students and the need for guidance and help in studying issues and arriving at balanced views. All instruction will be aligned with Board adopted courses of study and academic state mandated content standards where applicable.

The principle of academic freedom presupposes intellectual honesty on the part of the person who exercises academic freedom and that he/she can and will discriminate among facts relating to an issue. In expressing a personal opinion, a teacher will make it known to students that the view is personal and will not attempt to bring students to a commitment to that personal viewpoint.

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ARTICLE XXXIV

MASTER TEACHER/LEAD TEACHER

The Master Teacher/Lead Teacher committee shall consist of five (5) members, two (2) of which shall be appointed by the Superintendent and three (3) of which shall be appointed by the Association President. Committee members shall serve for terms of one year each and may be reappointed for subsequent terms. Vacancies will be filled in the manner of the original appointment.

1617 ARTICLE XXXV

1618 TEACHER PROFESSIONAL ORGANIZATION (TPO)

1619 Upon written notification by the Association Co-Presidents or Association Treasurer or designee, a
1620 written notice shall be issued to any member performing work for the Delaware City Teachers Association
1621 and/or an affiliate of the Association. The written notification shall include the name(s) of the member(s)
1622 performing the work, the time period of the work to be performed, and the amount to be paid for the work.
1623 To comply with STRS rules, the employer and employee retirement contributions must be made on
1624 compensation from the member's contract, in addition to compensation for Association activities, up to a
1625 maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching
1626 salary for 250 days. The Association shall reimburse the Board for the amount of the supplemental contract
1627 with the member plus the required retirement contributions paid by the employer and employee.

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ARTICLE XXXVI

CONTRACT MAINTENANCE

A. Waiver of Negotiations

1. The Board and the Association shall voluntarily waive, during the life of this Agreement, the right to negotiate further with respect to the period covered by this Agreement except as identified in A-2 below or when the parties mutually agree to negotiate further. This waiver applies irrespective of whether the matter or subject is specifically referred to or covered in this Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.
2. A review committee shall be established with the effective date of this agreement. The review committee shall consist of six (6) members: three (3) members appointed by the Board and three (3) members appointed by the Association. The Review Committee shall help to clarify and interpret the Agreement. Any changes in the intent of any language made by the Review Committee shall be subject to ratification by both parties.

B. Entire Agreement Clause

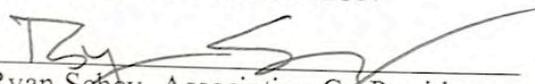
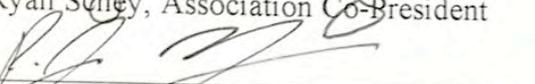
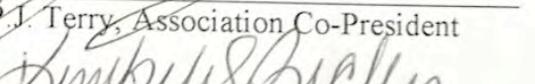
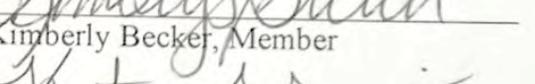
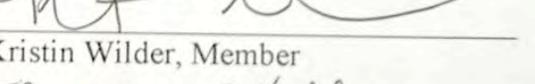
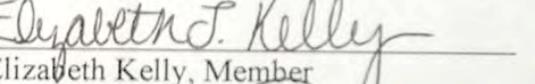
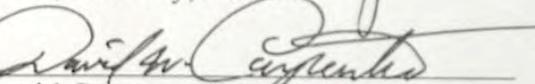
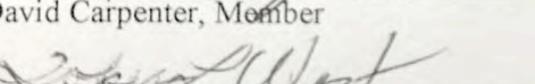
This Agreement supersedes and cancels all previous Agreements. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

1647 C. Duration

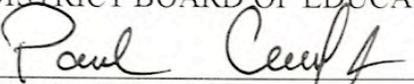
1648 This agreement shall become effective commencing August 1, 2014 and continuing through July 31,
1649 2016.

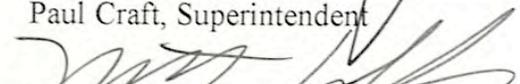
1650 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and
1651 year first mentioned above.

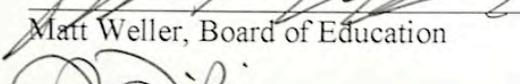
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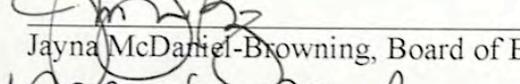
1653 DELAWARE CITY
 1654 TEACHERS ASSOCIATION
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 1656 
 1657 Ryan Schey, Association Co-President
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 1659 
 1660 P.J. Terry, Association Co-President
 1661
 1662 
 1663 Kimberly Becker, Member
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 1666 Kristin Wilder, Member
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 1669 Elizabeth Kelly, Member
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 1672 David Carpenter, Member
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 1674 
 1675 Toby West, Member
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 1678 Melodie Terman, Labor Relations Consultant
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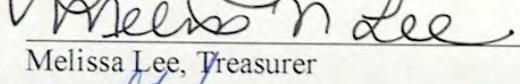
DELAWARE CITY SCHOOL
 DISTRICT BOARD OF EDUCATION


 Paul Craft, Superintendent


 Matt Weller, Board of Education


 Jayna McDaniel-Browning, Board of Education


 Melissa Lee, Treasurer


 Jerry Stewart, Executive Director of Human Resources

 Diana Brown, Legal Counsel

(note: Signatures on File)

AUTHORIZATION FORM
FOR
SICK LEAVE DONATION - DCTA

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1689 I hereby authorize the Delaware City Schools Treasurer to transfer one day of accrued and unused sick
1690 leave to an eligible teacher.

1691
1692 I understand that the donated day will not be returned to my accumulated sick leave balance.

1693
1694
1695 _____
1696 Print Legal Name Signature

1697
1698 _____
1699 Date

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1703
1704 Approved:

1705
1706
1707 _____
1708 Date Human Resources/Designee

APPLICATION FOR SICK LEAVE DONATION - DCTA

I am requesting to receive donated sick leave days from other eligible teachers in accordance with Article VII, Section L of the Collective Bargaining Agreement.

I hereby signify that I have or reasonably expect to exhaust all accumulated sick leave. I have been advanced (if eligible) by the Board of Education _____ sick leave day(s) which must be paid back.

1. The employee is suffering from a personal illness or injury, requiring extended absence from duty beyond the member's accumulated sick leave as certified by their physician.
2. The employee has exhausted, or is reasonably expected to exhaust, all accrued sick leave and personal leave.
3. As certified by the employee's physician, the employee has a reasonable expectancy to return to their job and is not using sick leave donations to avoid disability retirement.
4. Bargaining unit members will receive one-half of the days available in the sick leave reserve up to forty (40) days per school year.
5. In the event that there are insufficient days available in the sick leave reserve to satisfy the request and additional days are not received within ten (10) school days of the request by the Sick Leave Reserve Committee, the request will not be filled. After the ten (10) day period, any days that may be received by the Sick Leave Reserve Committee will not be credited to the previous request.

I further understand that final approval for this sick leave donation shall only be granted after written authorizations from teachers have been received and that I may not receive more than forty (40) days in any school year. I also have attached a statement from my physician to this form.

 Date Signature

To: Treasurer/Payroll Department

The above sick leave donation application has been approved.

Signed _____ Date _____
 Human Resources/Designee

PROBLEM-SOLVING PROCESS

The purpose of the problem-solving process is to facilitate cooperative internal district communication and to provide problem solutions at the most informal level.

The informal problem-solving process begins with a request for an information meeting among the appropriate staff and administrators to resolve the problem or issue. The meeting needs to be timely and is to occur within five (5) days of the request to meet. A teacher or administration representative, or both, as observer(s) are allowable and sometimes helpful. Whenever appropriate, refer the problem to existing committees who may already be working on the issue.

If the informal problem is not satisfactorily resolved, and if it is related to an alleged violation, misinterpretation or misapplication of the Negotiated Agreement, use the space below to define the problem succinctly, list the efforts to date used to resolve the problem, and state the concerns that remain unresolved. The bargaining unit members affected by the problem and the appropriate administrator(s) should then sign the form below acknowledging that the problem-solving process has been unsatisfactory to one or more of the persons signing the form.

Within ten (10) days of signing this dated form acknowledging that the problem remains unresolved, a formal grievance as defined in the Negotiated Agreement may be filed

Define the problem _____

List efforts to resolve issues _____

Concerns that remain unresolved _____

Administrator signature

Teacher(s), or Association
Designee signature

Date

Date _____

Re: Informal Problem Solving

As of this date, resolution of the problem discussed at the informal problem-solving step has not been reached by both parties.

Administrator

Teacher(s), or Association Designee

PROBLEM SOLVING

INCIDENT



INFORMAL MEETING – THOSE INVOLVED
(WITHIN 5 WORKDAYS)

STEP 1

REFERRED TO COMMITTEE



STEP 2

FILL OUT FORM
(WITHIN 10 WORKDAYS)



INFORMAL MEETING – ASSOCIATION PRESIDENT
(WITHIN 5 WORKDAYS)



GRIEVANCE PROCEDURE

REQUEST MEETING
(WITHIN 10 DAYS)

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1840 **Conflict Resolution Process**

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1842 A number of trained mediators are available to help resolve conflicts and to avoid escalating problems.
1843 Please contact the student mediation coordinator or guidance counselor in your building for assistance. The
1844 following outline describes the preparations staff can make in order to optimize the conflict resolution
1845 process.

1846

1847 **Plan ahead – analyze**

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1849 • What specifically concerns me about this conflict?

1850

1851 • How does this affect me?

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1853 • Why is this important to me? What are my values?

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1855 • Do I carry suspicions or assumptions about the other person?

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1857 • What would make the situation better for me?

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1859 **Set the tone**

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1861 • State positive intentions (e.g., "I want this relationship to last," "This is important to me," "I
1862 really want to understand this.")

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1864 • Acknowledge and validate the other person (e.g., "I can see that you are just as concerned as
1865 I am," "I appreciate your willingness to talk about this," "Thank you for taking this seriously.")

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1867 **Discuss and define the problem**

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1869 • Each person states his/her issues and feelings (taking turns - while one person states his/her
1870 issues and feelings, the other uses Active Listening).

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1872 • Use effective listening and speaking techniques.

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1874 • Identify interests and needs.

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1876 • If necessary, discuss assumptions, suspicions, and values.

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1878 **Summarize new understandings**

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1879 **Brainstorm alternative solutions**

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1881 • Determine the advantages and disadvantages of each course of action; consider consequences
1882 and do a reality check.

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1884 • Choose solutions that are mutually satisfactory to all parties. Make sure the solution(s)
1885 is/are specific and balanced.

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1887 **Plan for follow-up**

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1889 • Agree on a time to check with one another in the future.

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**SECTION 5705.412 CERTIFICATE OF
ADEQUATE REVENUES
OAC SECTION 3301-92-05**

Negotiated Collective Bargaining Agreement Between the Board of Education, Delaware City School District and the Delaware City Teachers Association for the period from August 1, 2014 through July 31, 2016.

The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Delaware City School District, located in Delaware County, hereby certify in connection with the contract referenced above (the "Contract") that:

1. The school district has in effect for the required period of certification the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program.
2. The Treasurer shall forward a copy of this certificate to the county auditor of each county in which a part of the school district is located.

IN WITNESS WHEREOF, we have hereunto set our hands this 27th day of Oct 2014.

DELAWARE CITY SCHOOL DISTRICT
DELAWARE COUNTY, OHIO

By: _____
Title: President, Board of Education

By: _____
Title: Superintendent

By: _____
Title: Treasurer