



09-27-12  
12-MED-03-0345  
0617-01  
K28840

**AGREEMENT BETWEEN THE**

**DELAWARE CITY SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**AND THE**

**DELAWARE CITY TEACHERS**

**ASSOCIATION**

**August 1, 2012 Through July 31, 2014**

TABLE OF CONTENTS

ARTICLE I RECOGNITION .....1

ARTICLE II NEGOTIATION PROCEDURES .....1

ARTICLE III ASSOCIATION PRIVILEGES AND RIGHTS .....6

ARTICLE IV PROBLEM SOLVING .....8

ARTICLE V CONTRACTS AND SALARY NOTICES .....13

ARTICLE VI EVALUATION .....16

ARTICLE VII SICK LEAVE .....17

ARTICLE VIII ASSAULT LEAVE .....21

ARTICLE IX PERSONAL LEAVE .....22

ARTICLE X OTHER LEAVES OF ABSENCE .....25

ARTICLE XI PAYMENT FOR CANCELLATION OF UNUSED SICK LEAVE UPON  
RETIREMENT .....30

ARTICLE XII COMPULSORY COURT APPEARANCES .....31

ARTICLE XIII PAYROLL DEDUCTIONS .....32

ARTICLE XIV VACANCIES, TRANSFERS AND ASSIGNMENT .....33

ARTICLE XV JOB SHARE .....36

ARTICLE XVI REEMPLOYMENT OF RETIRED TEACHERS .....38

ARTICLE XVII TEACHER/PUPIL RATIO .....39

ARTICLE XVIII SCHOOL CALENDAR/CONTRACT DAY .....43

ARTICLE XIX SUBSTITUTES .....44

ARTICLE XX INSURANCE AND BENEFITS .....	45
ARTICLE XXI SUPPLEMENTAL PAY .....	49
ARTICLE XXII SALARY .....	57
ARTICLE XXIII CONSISTENCY WITH LAW .....	59
ARTICLE XXIV ATTENDANCE FOR TEACHER DEPENDENTS .....	59
ARTICLE XXV NONDISCRIMINATION .....	60
ARTICLE XXVI BOARD OF EDUCATION RIGHTS.....	60
ARTICLE XXVII BOARD TAX DEFERENCE (STRS PICK-UP) OF EMPLOYEES CONTRIBUTING TO STRS .....	61
ARTICLE XXVIII PROFESSIONAL COMPENSATION.....	62
ARTICLE XXIX STAFF DEVELOPMENT/PROFESSIONAL GROWTH.....	63
ARTICLE XXX REDUCTION IN FORCE .....	64
ARTICLE XXXI MEETINGS .....	67
ARTICLE XXXII SERVICE FEE.....	68
ARTICLE XXXIII ACADEMIC FREEDOM.....	71
ARTICLE XXXIV MASTER TEACHER/LEAD TEACHER .....	71
ARTICLE XXXV CONTRACT MAINTENANCE .....	72
FORMS .....	74
FORM #23-1 AUTHORIZATION TO DONATE SICK LEAVE.....	75
FORM #23-2 APPLICATION FOR SICK LEAVE DONATION .....	76
FORM #23-3 PROBLEM-SOLVING PROCESS.....	77

CERTIFICATE OF ADEQUATE REVENUES 5705.412 .....81

INDEX

ACADEMIC FREEDOM .....71

ASSOCIATION PRIVILEGES AND RIGHTS .....6

ATTENDANCE FOR TEACHER DEPENDENTS.....59

BOARD OF EDUCATION RIGHTS .....60

BOARD TAX DEFERENCE (STRS PICK-UP) OF .....61  
EMPLOYEES CONTRIBUTING TO STRS

CERTIFICATE OF ADEQUATE REVENUES 5705.412 .....81

COMPULSORY COURT APPEARANCES .....31

CONSISTENCY WITH LAW.....59

CONTRACT MAINTENANCE.....72

CONTRACTS AND SALARY NOTICES .....13

EVALUATION.....16

FORMS .....74

INSURANCE AND BENEFITS.....46

JOB SHARE .....36

LEAVE, ASSAULT.....21

LEAVE, PERSONAL .....22

LEAVE, SICK .....16

LEAVES OF ABSENCE, OTHER.....25

MASTER TEACHER/LEAD TEACHER.....71

MEETINGS .....	7
NEGOTIATION PROCEDURES .....	1
NONDISCRIMINATION .....	60
PAYMENT FOR CANCELLATION OF UNUSED SICK LEAVE UPON RETIREMENT .....	30
PAYROLL DEDUCTIONS .....	32
PROBLEM SOLVING .....	8
PROFESSIONAL COMPENSATION .....	62
RECOGNITION .....	1
REDUCTION IN FORCE.....	64
REEMPLOYMENT OF RETIRED TEACHERS .....	38
SALARY.....	57
SCHOOL CALENDAR/CONTRACT DAY.....	43
SERVICE FEE.....	68
STAFF DEVELOPMENT/PROFESSIONAL GROWTH .....	63
SUBSTITUTES .....	44
SUPPLEMENTAL PAY.....	49
TEACHER/PUPIL RATIO.....	39
VACANCIES, TRANSFERS AND ASSIGNMENT.....	33

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-  
5 time certificated personnel/licensed, regular part-time certificated/licensed personnel long-term and  
6 permanent substitutes, as defined in Article X, Section J, Other Leaves of Absence, of this Agreement.  
7 Long-term and permanent substitutes shall be entitled to the payroll deduction provisions of Article XIII,  
8 Payroll Deductions, the problem solving provisions of Article IV, Problem Solving, and the applicable  
9 salary (upon attainment of long-term substitute status) as determined by Article XXII, Salary, of this  
10 Agreement and Ohio Revised Code (ORC). Employees excluded from the bargaining unit include: The  
11 Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, the School  
12 Psychologists, all other 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  
14 unit shall be for the term of the written Agreement without challenge as provided for in Section  
15 4117.04(A) and 4117.05(B) of the Ohio Revised Code and will continue thereafter until a challenge is  
16 legally successful as provided for in Chapter 4117.08 of the Ohio Revised Code.

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

20 ARTICLE II

21 NEGOTIATION PROCEDURES

22 Collective bargaining shall be conducted exclusively between representatives of the Board and  
23 the Association. Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the

24 parties have established the following mutually agreed upon options for negotiations and dispute  
25 resolution which supersede the procedures listed in Section 4117.14(C)2-6 and any other procedures to  
26 the contrary.

27 I. Interest Based Bargaining

28 A. Upon request of either party for a meeting to open negotiations, a mutually accepted  
29 initial meeting date shall be set no later than 150 calendar days before contract expiration.

30 The Association shall be represented by the Association President and Negotiations  
31 Chairperson, the Board of Education by the Superintendent and his/her designee.

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

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

44 II. Conventional Bargaining

45 A. If mutual agreement to pursue interest based bargaining cannot be reached at the initial  
46 meeting, the following negotiations procedures will be followed.

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

70 in Paragraph D above, such additional meetings shall be held as the parties may require,  
71 to reach an understanding on the issue(s). G. Good Faith - The Board and the Association  
72 agree to meet and negotiate in good faith. "Good faith" means the obligation of both  
73 negotiating teams to meet at reasonable times and to deal with each other openly and  
74 fairly.

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

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

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

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

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

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

93 Association and adoption by the Board.

94 N. Ratification - When tentative agreement has been reached on all issues, a complete draft  
95 of the proposed new agreement shall be prepared for review by the drafting committee  
96 (composed of at least one Association team member, and one Board team member).

97 When the parties have determined that the draft is accurate and complete, but no later  
98 than ten (10) calendar days after tentative agreement is reached, the proposed new  
99 agreement shall be submitted to the Association for ratification. The Association shall  
100 take action no later than ten (10) calendar days after the review of the draft is completed.  
101 If approved by the Association, the proposed agreement then shall be presented to the  
102 Board for adoption no later than ten (10) calendar days after the Association's ratification.

103 When ratified and adopted, the agreement shall become the Agreement between the  
104 parties for the period stated. The District will provide fifty copies to the Association for  
105 distribution and will make the agreement available through electronic network. The cost  
106 of such duplication and distribution shall be borne by the Board.

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

116 Section 4117.14(D)(2) of the Ohio Revised Code. If the parties are unable to reach  
117 agreement by the end of the contract date or a date mutually agreed upon, the terms of  
118 this Agreement and the negotiation provisions herein shall be deemed exhausted, unless  
119 both parties mutually agree to an extension of the Agreement. Upon reaching tentative  
120 agreement, the Agreement shall be submitted to the Association and the Board for  
121 ratification and adoption as set forth above.

### 122 ARTICLE III

#### 123 ASSOCIATION PRIVILEGES AND RIGHTS

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

139 mailboxes, but approval of the materials from the principals or Superintendent will not be  
140 required prior to the distribution of material.

141 4. The Association will be given the privilege of using a bulletin board or a section of a  
142 bulletin board specified by the building principal.

143 B. The Association has the following rights:

144 1. All Association rights are sole and exclusive rights.

145 2. The Association shall have the right to represent teachers on employment-related matters  
146 as detailed in the Agreement.

147 3. The Association shall have the right to contribute to discussion among teachers at any  
148 staff meeting.

149 4. The Association shall have the right to receive all of the following:

150 a. Complete Board agenda and relevant public documents, prior to the meeting (at  
151 the same time that the Board members are provided their copies).

152 b. Approved Board minutes.

153 c. All documents of public record upon reasonable request and without charge,  
154 including names, addresses, building assignments, contract status, classification,  
155 experience, and pay rate of faculty members.

156 d. All written Board policies and procedures.

157 5. The Association President or designated Association member may address agenda items  
158 at Board meetings following a written request concerning those subjects. The request  
159 shall be in response to the Board agenda and shall be received by the Superintendent or  
160 designee prior to the regularly scheduled Board meeting.



184 or district level committee; may constitute the formation of a new building or district  
185 committee (Examples: Discipline Committee, Social Climate Committee, Facility  
186 Planning Committee, etc.); or the problem may proceed to Step 2 of the informal problem  
187 solving process.

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

195 C. Formal Grievance Process:

196 1. Definitions

- 197 a. A grievance is a complaint by a teacher(s) of an alleged violation,  
198 misinterpretation or misapplication of any provision of this Agreement, Board  
199 policies or administrative rules which directly affect teachers.
- 200 b. A grievant is a teacher or group of teachers, or the Association initiating a  
201 grievance. A grievance filed by a group of teachers shall have arisen out of  
202 identical circumstances affecting each member of said group. When more than  
203 one teacher is the grievant, each shall sign the grievance. One teacher shall serve  
204 as the spokesperson for the group during the grievance procedure. A grievance  
205 filed by the Association shall have arisen out of an Association concern with  
206 respect to any alleged violation, misinterpretation or misapplication of this

207 Agreement, Board policies or administrative rules which have not been  
208 successfully resolved in the informal problem solving process. When the  
209 Association is the grievant, the President or designated Association member will  
210 serve as the spokesperson.

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

213 2. Miscellaneous

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

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

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

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

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

226 f. A grievance occurs only after a teacher has performed the specific task that leads  
227 to the grievance, or when no task is involved, when the teacher is aware of the  
228 condition or event that leads to the grievance. The teacher must follow the  
229 directive of the administrator and file a grievance after performing the assigned

230 task, unless performance would involve a substantial risk to the teacher's health  
231 and safety. A grievance is also said to occur when satisfactory resolution is not  
232 achieved in the informal problem solving process.

233 3. Grievance Procedure

234 Step 1: Within the ten (10) days from the date of the event or condition giving rise  
235 to the grievance or when satisfactory resolution is not achieved in the informal  
236 problem solving process, the grievant shall, at a scheduled meeting, present the  
237 principal with a written explanation of the grievance, citing the specific section of  
238 the negotiated agreement, Board policy or administrative rule that has been  
239 violated and the resolution sought. The meeting between the principal and the  
240 grievant will be held within five (5) days of the principal's receipt of the written  
241 grievance. The grievant shall be allowed an Association representative as an  
242 observer at the meeting. The principal shall be allowed an administrative  
243 representative as an observer at the meeting. Within five (5) days of the  
244 scheduled meeting, the principal shall indicate disposition of the grievance in  
245 written form, one copy of which will be sent to the grievant, a second copy will be  
246 sent to the Superintendent and a third copy will be sent to the Association  
247 president. If the principal does not respond in five (5) days, the grievance moves  
248 to Step 2.

249 Step 2: If the grievant is not satisfied with the written disposition of the grievance  
250 by the principal, the grievant, within five (5) days of receipt of the disposition,  
251 shall send a written request for a hearing before the Superintendent or designee.  
252 In addition to the request, the grievant shall include a written explanation of the

253 grievance citing the specific section of the negotiated agreement, Board policy or  
254 administrative rule that has been violated and the resolution sought. A copy of the  
255 request and the grievance shall be sent to the president of the Board and the  
256 Association. The grievant and the Superintendent or designee may have a  
257 representative of choice present at the hearing. The hearing will be held within  
258 ten (10) days of the Superintendent's receipt of the request. The Superintendent  
259 or designee will render a decision on the grievance within five (5) days of the  
260 hearing. The action taken will be reduced to writing and copies sent to the  
261 grievant, the principal, the president of the Board and the Association. If the  
262 Superintendent does not render a decision in five (5) days, the grievance moves to  
263 Step 3.

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

276 decision of the Board shall be final. Step 3 hearings shall be held in executive  
277 session, unless the grievant requests a public hearing.

278 ARTICLE V

279 CONTRACTS AND SALARY NOTICES

- 280 A. The Board shall follow legally prescribed procedures in issuing contracts and salary notices,  
281 except as expressly modified herein. All teachers shall confer with the Superintendent or  
282 designee whenever there is any question regarding contractual status or compensation.
- 283 B. The observation and evaluation of teachers employed under limited contracts will be conducted  
284 in accordance with the time lines set forth in Revised Code Section 3319.11 and 3319.111, with  
285 the exception of the second round evaluation timeline which shall begin on the first day of the  
286 second semester. The timelines shall be extended in any instance in which observation or  
287 evaluation may not be completed due to the absence of the member subject to evaluation. In the  
288 event that the final observation may not be completed by April 1 or the evaluation report  
289 delivered by April 10, the teacher shall be awarded a one-year limited contract for the subsequent  
290 year. The parties intend, to the fullest extent permitted by law, that the evaluation timelines set  
291 forth in this article shall supersede any conflicting provision of revised code sections 3319.11 and  
292 3319.111.
- 293 C. A teacher who has taught in the Delaware City Schools for two consecutive years and who is re-  
294 employed will be awarded a two-year limited teaching contract except as provided herein. A  
295 teacher eligible to be re-employed under a two-year limited teaching contract may be awarded a  
296 one-year limited teaching contract upon the recommendation of the building principal. In the  
297 event of a recommendation for a one year limited contract the principal will provide written  
298 reasons for the recommendation to the teacher. A teacher may opt for a one-year contract at the

299 expiration of any contract.

300 D. Eligibility for continuing contract status is as set forth in Section 3319.08 (D) as Amended by  
301 128<sup>th</sup> General Assembly File No. 9, HB 1 § 101.01, effective 10/16/2009.. The service  
302 requirement for continuing contract status requires the teacher to have taught within the district  
303 for at least three out of the last five years.

304 For those teachers who, prior to their employment within the district, have attained continuing  
305 contract in some other Ohio public school district, eligibility for continuing contract status begins  
306 after completion of two years of service within the district, and may begin at some sooner date  
307 upon recommendation of the Superintendent to the Board of Education. Any teacher who  
308 intends to become eligible for a continuing contract at any time during the school year in which  
309 the teacher's limited teacher contract expires must notify the building principal, in writing, not  
310 later than September 30. Failure to provide notice of intended eligibility will be deemed a waiver  
311 of any claim or eligibility for continuing contract in that school year and the Board of Education  
312 may, at its discretion, award a subsequent limited contract for a period of one year.

313 E. When a teacher has a continuing or existing limited contract, a salary notice will be issued  
314 whenever the teacher's salary changes.

315 F. Each teacher who has completed training which would qualify that teacher for a higher salary  
316 bracket shall file official transcripts with the Treasurer by the thirtieth day of September (for  
317 adjustments to be made at the beginning of the year) or the thirty-first day of January (for  
318 adjustments to be made mid-year). The Treasurer shall then place the teacher in the proper salary  
319 bracket.

320 G. A teacher may choose one of the following pay plans:

321 1. Plan One:

322 A bi-weekly pay plan shall be maintained in accordance with guidelines and regulations  
323 established by the Treasurer. Payroll closing dates will be set by the Treasurer and  
324 Superintendent and notice of those closing dates will be given to all teachers early in the  
325 school year.

326 2. Plan Two:

327 a. Pay may be received in 21 installments beginning in September and ending in  
328 June. Payroll dates will be set by the Treasurer and the Superintendent, and notice  
329 of those closing dates will be given to all teachers early in the school year. For  
330 those individuals on the 21-pay plan the annuity deduction will need to be re-  
331 initiated yearly.

332 b.

333 The following procedure will be used to determine whether plan two will be  
334 implemented for the following school year:

335 1. The Board shall notify all members of the option to select plan two for the  
336 upcoming school year no later than April 15<sup>th</sup> of each school year.

337 2. The member's application must be submitted to the Board Treasurer no later than  
338 May 1<sup>st</sup> of each school year.

339 3. The Board will notify all applicants and the Association Co-Presidents of the total  
340 number of applications made for plan two no later than May 15<sup>th</sup>.

341 4. If fifteen (15) or more members request plan two, the Board will implement plan  
342 two.

343

344

345 ARTICLE VI

346 EVALUATION

- 347 A. In order for the Board to adopt an evaluation policy in compliance with House Bill 153 and  
348 section 3319.112 of the Ohio Revised Code by July 1, 2013, the Board and the Association will  
349 establish an evaluation committee coincident with the Race to the Top (RttT) evaluation sub-  
350 committee. This evaluation committee is created for the 2012-2013 and 2013-2014 school years.  
351 It will consist of no more than five (5) association members appointed by DCTA and five (5)  
352 administrators appointed by the Superintendent. The Association members will receive at least  
353 five (5) release days per school year for the committee's work, and at least two (2) professional  
354 development days, per school year, for professional development related to the committee's  
355 work. The committee shall be authorized to utilize consultant(s) (examples include but are not  
356 limited to educational consultants, software consultants, credentialing trainers, etc.) as it deems  
357 appropriate and the cost, if any, shall be borne by the Board.
- 358 B. The committee by consensus shall recommend an evaluation system, inclusive of procedures and  
359 forms, to the Association. The membership shall vote to accept or reject the committee's  
360 recommendation. The results of the vote shall be presented to the Board.
- 361 C. There may be a flexible implementation period during the 2013-2014 school year. At the end of  
362 the 2013-2014 school year, the evaluation committee will recommend to the Board, based on the  
363 results of the program, to move to full implementation district-wide or enact another no-fault  
364 flexible implementation period for the 2014-2015 school year. If there is another year of flexible  
365 implementation, the evaluation committee will remain intact.
- 366 D. At the conclusion of the flexible implementation period, if applicable, the evaluation committee  
367 will provide the procedure and forms to members of the Association via the intranet and any

368 other methods they deem appropriate. The evaluation committee and/or Superintendent will  
369 notify members of the Association of any significant changes to the procedures and/or forms  
370 within ten (10) days of Board approval.

371 E. If HB 153 becomes unlawful, and/or the requirements of section 3319.112 of the Ohio Revised  
372 Code change, the evaluation system returns to Article V, Contracts and Salary Notices, as written  
373 in the June 30, 2011 through July 31, 2012 Agreement between the Delaware City School  
374 District Board of Education and the Delaware City Teachers Association.

## 375 ARTICLE VII

### 376 SICK LEAVE

377 A. Teachers will be granted, and may use, sick leave in accordance with Section 3319.141 of the  
378 Ohio Revised Code and the provisions of this article.

379 B. A teacher who transfers from another public agency into the Delaware City Schools shall be  
380 credited with the unused balance of the teacher's accumulated sick leave up to the maximum  
381 number of days provided in paragraph F. of this article. To transfer such leave, the teacher must  
382 obtain proper certification of unused sick leave from any prior public employer.

383 C. Each newly employed teacher in the Delaware City School District who has not accumulated sick  
384 leave elsewhere and each currently employed teacher who has exhausted all sick leave  
385 accumulation shall be advanced up to ten (10) days sick leave in a contract year as needed. Sick  
386 leave advanced to a teacher shall be deducted from sick leave earned thereafter. Sick leave  
387 accumulation shall not exceed fifteen (15) days in any contract year including days advanced.

388 D. Any teacher shall request the transfer of unused unrestricted personal leave days to sick leave  
389 when sick leave is exhausted.

390 E. Any teacher who is absent from duty for one-fourth (1/4) day or less shall be charged one-fourth

391 (1/4) day of accumulated sick leave for each such absence. Any teacher who is absent from duty  
392 for less than one-half (1/2) but more than one-fourth (1/4) day shall be charged one-half (1/2)  
393 day. A teacher absent more than one-half (1/2) but less than three-fourths (3/4) day shall be  
394 charged three-fourths (3/4) day. A teacher absent three-fourths (3/4) day or more shall be  
395 charged a full day of accumulated sick leave. A "day" for purposes of this section shall be the  
396 regular pupil day in the building or buildings where the teacher is assigned.

397 F. Unused sick leave shall be cumulative to a total not to exceed two hundred sixty (260) days.

398 G. Teachers may use sick leave for the following reasons only:

- 399 1. Personal illness or injury, including emergency doctor or dentist appointments in  
400 connection therewith.
- 401 2. Pregnancy.
- 402 3. Exposure to contagious disease which could be communicated to others;
- 403 4. Absence due to illness, injury or death in the employee's immediate family. "Immediate  
404 family" shall be defined as husband, wife, son, daughter, father, mother, brother, sister,  
405 brother-in-law, sister-in-law, parents-in-law, son-in-law, daughter-in-law, grandparents,  
406 grandchildren, nephew, niece or anyone who virtually held the position of immediate  
407 family.
- 408 5. Up to five (5) days sick leave shall be allowed for the death of any relative other than defined  
409 in G.4.
- 410 6. The Superintendent reserves the right to disapprove sick leave which is not used as  
411 authorized above.

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

- 414 I. Falsification of any sick leave record or report shall be grounds for suspension or termination of  
415 employment.
- 416 J. A teacher who is legitimately absent from work and who does not have the necessary sick leave  
417 or unrestricted personal leave accumulated or the advanced days from the system or from the sick  
418 bank shall lose all pay and allowances for the period of absence in the same proportion as listed  
419 in Section E above.
- 420 K. Failure to earn back the advanced days of sick leave by a newly employed teacher or a teacher to  
421 whom sick leave has been advanced shall result in full loss of pay for each day of absence over  
422 the total earned sick leave. Teachers shall be paid for all time lost when the schools in which  
423 they are employed are closed owing to an epidemic or other public calamity.
- 424 L. Sick Leave/Reserve
- 425 1. Each member of the bargaining unit may contribute one day of his/her sick leave to the  
426 sick leave reserve. This is a member to member benefit administered by the district.
- 427 2. Sick Leave Reserve Committee:
- 428 a) Composition
- 429 Two DCTA members, appointed by the Executive committee, one of whom shall  
430 co-chair
- 431 The Superintendent or designee, who shall co-chair
- 432 One building level administrator
- 433 b) Responsibilities
- 434 The committee members shall
- 435 1) monitor the days in reserve
- 436 2) issue requests for donated days as needed

437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459

3) review procedural guidelines annually

3. Operation of the Reserve:

a. Establishment

- 1) Upon exhausting the existing sick leave reserve balance, each member of the bargaining unit may contribute one day of his/her accumulated sick leave upon official request from the Sick Leave Reserve Committee. The donated days are not returnable.
- 2) Additional days may be donated upon request by the Sick Leave Reserve Committee.
- 3) Contributed days held in reserve will be carried over to the next year.

b. Operational Procedures:

- 1) Sick leave donations will be for personal illness or for illness of the bargaining unit member's spouse or children.
- 2) A doctor's statement is required with the application in order to be considered.
- 3) Sick leave donations will be considered only after the individual has used all of his/her accumulated sick leave and has used all possible advances of sick leave under the Agreement, Article VI (Sick Leave).
- 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) When the sick leave reserve reaches fewer than eighty (80) days the Sick Leave Reserve Committee will request donation of additional sick leave days.
- 6) In the event that there are insufficient days available in the sick leave reserve

460 to satisfy the request and additional days are not received within ten (10)  
461 school days of the request by the Sick Leave Reserve Committee, the request  
462 will not be filled. After the ten (10) day period, any days that may be  
463 received by the Sick Leave Reserve Committee will not be credited to the  
464 previous request.

465 7) Donated sick leave may not be used to defer application for, or receipt of,  
466 disability retirement benefits.

467 8) Repeat users may be asked to submit to a physical by a doctor agreed upon by  
468 the Sick Leave Reserve Committee.

#### 469 ARTICLE VIII

#### 470 ASSAULT LEAVE

471 A. A teacher who is absent due to physical or verified emotional disability resulting from an  
472 unprovoked physical attack upon said teacher, when the assault occurs on Board premises or  
473 when the teacher is in attendance at an official school function while in the course of said  
474 teacher's employment, shall, subject to the approval of the Superintendent, be granted up to thirty  
475 (30) working days assault leave.

476 B. During such assault leave said teacher shall be maintained on full-pay basis.

477 C. Assault leave may not be granted under this article unless the teacher in question:

478 1. Has signed a written statement justifying the granting and use of assault leave.

479 2. Provides a certificate from a licensed physician stating the nature and duration of the  
480 disability and the necessity of absence from regular employment.

481 3. Files charges, when physically able, with a law enforcement authority against the person  
482 or persons involved. The Superintendent may waive this requirement in an appropriate

- 483 case.
- 484 D. Assault leave will be charged initially while the teacher is incapacitated as a result of the assault.
- 485 If the Superintendent disapproves assault leave, sick leave credit will be charged back to the day
- 486 of the assault.
- 487 E. Falsification of any of the aforesaid signed statements or the physician's certificate shall be
- 488 grounds for suspension or termination of employment.
- 489 F. The Board may, at its expense, require an independent physical or mental examination to verify
- 490 any claim of disability for which assault leave is requested.

## 491 ARTICLE IX

### 492 PERSONAL LEAVE

- 493 A. Paid Leave
- 494 1. Full-time teachers may request three (3) days of unrestricted leave per school year. Less
- 495 than full-time teachers may request three (3) times the equivalent of their average current
- 496 daily assignment as unrestricted personal leave per school year. Unused personal leave
- 497 shall not accumulate from year to year.
- 498 2. Only full-time teachers who do not use any unrestricted personal leave days during the
- 499 regular school year may choose to (a) have these days converted to sick leave days, (b)
- 500 be paid for each unused personal leave day at one-half (1/2) their per diem rate, or (c) roll
- 501 over one (1) unused personal leave day to the next school year with a maximum
- 502 accumulation of four (4) personal leave days. If one personal leave day is rolled over to
- 503 the next school year the teacher may choose (a) or (b) for the remaining two (2) days.
- 504 The teacher may not convert or be paid for more than three (3) personal leave days in any
- 505 one year. The Treasurer will credit the days as of June 30 or pay this stipend prior to the

506 beginning of the next school year if possible, or within ninety (90) days of the conclusion  
507 of the school year (June 30), in a lump sum to each eligible teacher.

508 3. Requests for personal leave shall be submitted on forms provided by the Board at least  
509 five (5) days in advance through the teacher's immediate supervisor, except in cases of  
510 emergency, in which case requests shall be submitted as far in advance of the requested  
511 leave as possible. In the case of an emergency when the teacher cannot work, the  
512 personal day will be granted retroactively to the date requested on the form.

513 4. No leave may be taken without the prior approval of the Superintendent or designee.

514 5. Unrestricted personal leave shall not be approved for the following reasons:

515 a. When more than five percent (5%) of the entire faculty is on personal leave  
516 simultaneously or more than ten percent (10%) of the faculty of any building is  
517 out for personal leave simultaneously.

518 b. During the last three weeks of the school year (the last fifteen (15) school days) no  
519 more than 5% of the bargaining unit members in any building or the entire  
520 bargaining unit may use personal leave simultaneously

521 c. Exception to the above restrictions shall be made when the reason for the  
522 requested leave is one of the following reasons:

523 1) Emergency circumstances which require the teacher to be away from  
524 school.

525 2) Conduct of personal legal business not involving the Board.

526 3) Compulsory court appearances where the Board is not a party, except jury  
527 duty.

528 4) Graduation or marriage of the teacher or a relative in the "immediate

529 family” as defined in Article VII.

530 5) Religious holidays not included in the school calendar.

531 6) Death or serious illness of a close personal friend.

532 7) Personal obligations:

533 1 Religious

534 2 Transporting a family member for health care.

535 8) The Superintendent has the authority to grant partial or full days of

536 unrestricted personal leave in the same proportions as provided in Article

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

538 B. Religious Leave

539 A teacher may take one (1) day religious leave, with pay, on a day identified by a duly constituted

540 religious body as a religious holiday, provided the duly constituted religious body has established

541 that in order to properly observe such religious holiday no work should be performed on such day

542 and provided the employee is an active member of such religious body. Requests for such

543 absence shall be submitted on forms provided by the Board at least five (5) school days in

544 advance through the teacher’s immediate supervisor.

545 C. Unpaid Leave A full-time teacher may request and the Superintendent may authorize up to five

546 (5) days of unpaid leave per school year for any justifiable reason not listed on A.5. above.

547 Requests for unpaid leave may be submitted, processed and shall be subject to the same

548 conditions (other than reasons and the restrictions in A.5. above) as paid leave. A teacher may

549 not request and take a total of more than five (5) days unpaid leave in any year. Teachers must

550 have exhausted all available personal leave prior to requesting an unpaid leave.

551 D. Family and Medical Leave Act

552 The Board and the Association, on its own behalf and on behalf of the staff members,

553 each reserve any and all rights that they are provided under the Family and Medical Leave Act.

554 ARTICLE X

555 OTHER LEAVES OF ABSENCE

556 A. Pregnancy Leave

557 1. Subject to the specifications and the requirements of Article VII and Section 3319.141 of the  
558 Ohio Revised Code, a pregnant teacher may use accumulated paid sick leave. The teacher  
559 may be required to provide a statement from her physician substantiating that a disability  
560 exists.

561 2. If a pregnant teacher prefers not to use accumulated paid sick leave, or exhausts her  
562 accumulated sick leave credit, the teacher may apply for either (a) an unpaid leave of  
563 absence which shall be granted for the period of disability resulting from her pregnancy  
564 pursuant to Section B of this Article and Section 3319.13 of the Ohio Revised Code, or  
565 (b) an unpaid leave of absence for the balance of the school year.

566 B. Unpaid Leave for Illness or Disability

567 1. A teacher may apply for a leave of absence for illness or other disability without pay or  
568 benefit for a period not to extend beyond the teacher's contract year in the case of a limited  
569 contract teacher, and for a period not to extend beyond the end of the current school year in  
570 the case of a continuing contract teacher. A continuing contract teacher may thereafter apply  
571 in writing for an extension of the leave to the maximum provided by Section 3319.13 of the  
572 Ohio Revised Code.

573 2. A request for such leave of absence will be submitted in writing, will state specific expiration  
574 date of the requested leave, and may be required to provide a written statement from the  
575 teacher's physician substantiating that an illness or disability exists requiring the requested

576 leave of absence.

577 3. The Board will not be obligated to return a teacher to active status with pay and benefits prior  
578 to the expiration date of the leave of absence granted for illness or disability. If the leave  
579 granted to a limited contract teacher extends beyond April 30 of the teacher's contract year,  
580 the Board is not obligated to re-employ the teacher for the next school year if notice of non-  
581 renewal is given on or before April 30 of the teacher's contract year.

582 C. Unpaid Leave of Absences for Reasons other than Illness, Disability or Military Service

583 1. Pursuant to Section 3319.13 of the Ohio Revised Code, the Board may grant an unpaid  
584 leave of absence to the applicant submitting a written request to the Superintendent by  
585 October 1 for second semester or by April 1 for first semester or year long leaves. The  
586 teacher must set forth the reasons for the leave and the duration of leave in this request.  
587 The Superintendent may waive these requirements in an emergency. An unpaid leave of  
588 absence may be granted up to one (1) school year. The Board may grant one additional  
589 consecutive year of unpaid leave upon written application by the teacher. The same  
590 teacher shall not be granted such leave more often than once in each five (5) years of  
591 service. No more than five percent (5%) of the professional staff may be granted an  
592 unpaid leave at the same time.

593 2. The Board may grant an unpaid leave of absence for less than a semester for emergency  
594 reasons only. This leave shall not be construed so as to eliminate requests for unpaid  
595 leave in Section C-1 above.

596 3. A teacher returning from an unpaid leave of absence may request consideration for the  
597 identical position held by the teacher immediately prior to the commencement of the  
598 leave. If the request is not approved, the teacher shall have the right to conference with

599 the principal to explain the reason(s) the request was not granted.

600 D. Unpaid Childcare Leave of Absence

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

- 603 1. during pregnancy,
- 604 2. after any necessary use of sick leave before and/or after delivery,
- 605 3. any date within ten (10) calendar days before or after the professional staff member's  
606 obtaining custody of an adopted child, or
- 607 4. any date during a documented illness or injury to the professional staff member's child  
608 reasonably requiring the presence of the professional staff member.

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

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

617 E. Leaves of Absence for Professional Improvement

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

- 621 1. The teacher shall present to the Superintendent for approval a plan for professional  
622 growth prior to such a grant of permission.
- 623 2. At the conclusion of the leave the teacher shall provide evidence that the plan was  
624 followed.
- 625 3. The teacher shall return and serve in the district for a period of at least one (1) year unless  
626 the Board agrees otherwise at the end of the leave or unless the teacher has completed  
627 twenty-five (25) years teaching in Ohio.
- 628 4. No leave will be granted unless a suitable substitute is available.
- 629 5. No more than five percent (5%) of the professional staff may be granted such leaves at  
630 the same time.
- 631 6. The part salary allowed the teacher shall not exceed the difference between the teacher's  
632 expected salary and the salary paid the substitute and will be paid in thirds on the 2nd pay  
633 in November; the 2nd pay in February; and the 2nd pay in May during the year of their  
634 return.
- 635 7. No such leave shall be requested for more than one year; and extension may be requested  
636 in writing through unpaid leave status. The same teacher shall not be granted such leave  
637 more than once in five (5) years of service.
- 638 8. Teacher participation in a teacher exchange program approved by the Ohio Department of  
639 Education shall be compensated with full pay and benefits providing it is at no additional  
640 cost to the Board.

641 F. Purchase of Benefits

- 642 1. If a leave of absence is granted and the insurance carrier permits under Cobra guidelines,  
643 the teacher at his/her expense may continue hospitalization, major medical, and group

644 term life.

645 G. No teacher shall be granted more than two (2) years of consecutive leave in any combination of  
646 the aforementioned leaves.

647 Misuse of Leave

648 H. Falsification of any of the aforesaid signed statements or the physicians' certificates shall be  
649 grounds for termination of employment.

650 I. A teacher who is granted any of the above leaves and/or extensions shall notify the district by  
651 March 1st of the current year of leave that he/she will or will not return the following year or will  
652 apply for an extension by or submit letters of resignation by April 1 of the same year. Failure to  
653 notify the district according to the dates in this paragraph may result in Board action that could  
654 include termination. No observation or evaluation shall be required for any member absent due to  
655 a Board approved leave for all or any portion of the year in which the member's limited contract  
656 expires.

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

664

665

ARTICLE XI

666  
667

PAYMENT FOR CANCELLATION OF  
UNUSED SICK LEAVE UPON RETIREMENT

668 A. A teacher who retires from active service may receive payment for cancellation of accrued but  
669 unused sick leave credit.

670 B. This payment shall be a one-time, lump sum payment. Eligibility shall be determined as of the  
671 final date of employment. Criteria for eligibility are:

- 672 1. The teacher actually retires from the school system.
- 673 2. The teacher must prove acceptance into the retirement system by having received and  
674 cashed the first retirement check from the State Teachers Retirement System.
- 675 3. The teacher must have not less than ten (10) years of service with this school district, the  
676 state of Ohio or its political subdivisions.
- 677 4. The teacher must sign an application form for the cancellation of accrued sick leave  
678 certifying all eligibility criteria has been met. Such application must be made within five  
679 (5) months of the teacher's last day of duty.
- 680 5. When the teacher receives payment for accrued but unused sick leave, all remaining  
681 accrued but unused sick credit is eliminated.
- 682 6. The formula for the calculation of pay for the cancellation of unused sick leave upon  
683 retirement shall be:

684 
$$(1/4 A \times D)$$

685 A = Unused sick leave up to a total of 224 days.

686 D = The full day per diem pay rate of the teacher on the last day the teacher worked  
687 before retirement.

- 688 7. Maximum severance days will equal sixty (60) days.
- 689 8. If the retiring teacher notifies the Board on the first district work day in April of intent to
- 690 retire and completes the school year, he/she will receive four (4) severance days as a
- 691 bonus.

692 ARTICLE XII

693 COMPULSORY COURT APPEARANCES

- 694 A. The Board shall pay a teacher called for jury duty at the teacher's regular rate of pay. The Board
- 695 shall grant allowance (with receipts) for parking fees and one meal per day to come from the
- 696 compensation the teacher receives for jury duty. Excess compensation shall be turned over to the
- 697 Treasurer of the Board.
- 698 1. If a bargaining unit member is called to jury duty and is able through technology or other
- 699 means to ascertain that he/she is not needed for jury duty before his/her regularly
- 700 scheduled starting time, he/she will report for work.
- 701 2. If a bargaining unit member is called to jury duty but is unable through technology or
- 702 other means to ascertain that he/she is needed for jury duty before his/her regularly
- 703 scheduled starting time, he/she shall report to the court as assigned. If the bargaining unit
- 704 member reports to the court assigned and determines that services are not needed two
- 705 hours or more prior to his/her students' dismissal, he/she should report to work.
- 706 3. Professional leave will be granted for compulsory court appearances when the
- 707 compulsory attendance arises from the teacher's employment with the Delaware City
- 708 Schools as long as the person is not the plaintiff or defendant in an action against the
- 709 Board.

710 ARTICLE XIII

711 PAYROLL DEDUCTIONS

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

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

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

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

#### 739 ARTICLE XIV

#### 740 VACANCIES, TRANSFERS AND ASSIGNMENT

741 A. General Provision

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

745 B. Vacancies

746 1. The Board shall determine when a vacancy exists. A vacancy will be determined to exist  
747 when a position is unfilled as the result of the resignation, retirement, transfer, non-  
748 renewal or termination of the teacher formerly filling such position, and the Board  
749 determines to fill that position or by reason of being newly created by action of the Board  
750 or administration.

751 2. All vacancies including teaching, supplemental, and administrative positions will be  
752 posted first for internal applicants.. After five (5) working days of the internal posting,  
753 the position will be posted for outside applicants. However, between July 10<sup>th</sup> and the  
754 start of school, postings will be two (2) working days. The Association President will be  
755 provided a copy or notice of all job vacancies by electronic submission upon their

- 756 posting. All vacancies will be posted electronically and in a central location in the  
757 Administration Building.
- 758 3. All vacancies occurring during the school year may be filled temporarily for the  
759 remainder of the semester and/or year. Anyone hired to temporarily fill such a position  
760 will be automatically non-renewed on or before April 30.
- 761 4. Employees who have applied for a specific vacancy shall be notified in writing by the  
762 responsible administrator of the final action of the filling of such vacancy.

763 C. Transfer and Exchange

- 764 1. Transfer shall be defined as the assignment of a teacher to a posted vacancy.
- 765 2. Voluntary Transfer
- 766 a. Teachers desiring a transfer must apply in writing to the designated administrator  
767 by the deadline indicated on the job posting.
- 768 b. Teachers who have applied for a specific vacancy shall be notified of the final  
769 action on the filling of such vacancy.
- 770 3. Involuntary Transfer
- 771 a. Teachers involuntarily transferred shall be given written reasons, upon request, for  
772 the administrator's decision and shall have the right to appeal to the  
773 Superintendent.
- 774 b. Involuntary transfers will be made in consultation with the DCTA President or  
775 designee and the affected member(s). If the transfer is due to State or Federal  
776 mandates, other options must be considered including teachers requesting  
777 voluntary transfers into the same position or options given by such mandates. The  
778 goal of this process will be to satisfy the needs of the school district with the least

- 779                    disruption to staff and students.
- 780                    c.     Notice of involuntary transfers, except in emergencies, shall be made by the close
- 781                    of the school year. Following the close of the school year, notice will be by
- 782                    telephone and/or electronic mail. If those methods do not result in contact with
- 783                    the teacher, notice shall be made by certified mail to the affected staff member(s).
- 784                    d.     The Board shall assist in moving all classroom materials and teaching aids to the
- 785                    new assignment, upon written request to the building principal.
- 786                    4.     Exchanges
- 787                    a.     Exchange is a change of staff assignments involving at least two members of the
- 788                    bargaining unit when there is no posted vacancy. The process for posting and
- 789                    filling vacancies does not apply to exchange. Exchange may be initiated either by
- 790                    staff or administrator(s) and may occur within a building or among more than one
- 791                    building. No exchange may be made unless each of the teachers is qualified for
- 792                    each of the positions assigned as a result of the exchange.
- 793                    b.     Staff desiring an exchange may notify their building administrator of desired
- 794                    assignment and/or location changes desired at any time during the year but no
- 795                    later than March 1.
- 796                    c.     The building administrator will announce in writing at least five (5) days prior to
- 797                    any decision that an exchange regarding specified grade levels or positions is
- 798                    under consideration. In the case of an exchange involving staff in more than one
- 799                    building, the staff and administrators of both buildings will be notified.
- 800                    d.     Staff in building(s) affected by a proposed exchange must notify their building
- 801                    administrator(s) of their interest in being considered for an exchange not later than

802 the fifth day following the announcement.

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

806 f. Any staff member who has requested and not been granted exchange will be  
807 notified of reasons why the member was not selected. Staff members made a part  
808 of an involuntary exchange will be notified of the reasons for the exchange. Staff  
809 members involuntarily exchanged or denied a requested exchange will be  
810 permitted to appeal the exchange to the Superintendent.

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

812 D. Reassignment

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

817 ARTICLE XV

818 JOB SHARE

819 Job sharing shall refer to two qualified and certified teachers sharing one full-time position and  
820 having no other teaching responsibilities.

821 A. The Board, upon annual review and recommendation by a job-sharing committee, may grant  
822 teachers job-sharing opportunities.

823 1. Composition of committee: Two DCTA members, appointed by the Executive  
824 committee, one of whom shall co-chair, a building level administrator, and the

- 825 Superintendent/designee, who shall co-chair.
- 826 2. Responsibilities of committee: review job-share applications and make recommendations  
827 to the Superintendent.
- 828 B. Teachers interested shall assume responsibility for finding job-sharing partners. No teacher shall  
829 be required to job share.
- 830 C. Responsibilities of the job share partners would be divided and/or allocated according to Board  
831 policy (Form 3120.10) designed by the job-sharing partners and presented to the job-sharing  
832 committee on or after February 1<sup>st</sup> but prior to March 1<sup>st</sup>.
- 833 D. Employees working in such positions shall be paid at one-half of his/her regular salary and be  
834 eligible for all Board benefits, with the Board's responsibility being no more than the cost of one  
835 full-time employee. In order to receive full benefits, employees are responsible for the portion  
836 not paid for by the Board.
- 837 E. Both staff members involved will participate in all parent/teacher conferences, workdays, and in-  
838 service activities as required by the district.
- 839 F. The length of contract shall be the same as those stated in the negotiated agreement.
- 840 G. The two staff members involved are expected to substitute for one another whenever possible  
841 and will be responsible for "balancing" the days taught by the end of the year.
- 842 H. In the event one of the job share employees resigns, the remaining employee shall perform the  
843 duties of the position full-time.
- 844 I. Upon dissolution of the job sharing partnership, each job sharing teacher shall be guaranteed a  
845 full-time position in the school from which s/he left if a position is available. If not available,  
846 s/he shall be given a full-time position for which s/he is certificated within the school district. If  
847 no open positions are available in the district, refer to Article XXX, Reduction in Force.

848 J. Each teacher shall acquire one (1) year district seniority for each year of job sharing. In regard to  
849 State Retirement System (STRS) service credit for the year of job sharing, it is the teacher's  
850 responsibility to contact STRS to determine the amount of service credit s/he will receive from  
851 STRS.

## 852 ARTICLE XVI

### 853 REEMPLOYMENT OF RETIRED TEACHERS

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

859 A. PRT's shall be bound by all terms of the bargaining unit contract in effect at the time of their  
860 employment, except for those specifically excepted by this article.

861 B. For the purposes of salary placement, a PRT will be credited with all earned training/education,  
862 and shall be granted up to five (5) years service credit upon initial employment.

863 C. The re-employed teacher will be advanced one year on the salary schedule but shall not exceed  
864 step 10 of the salary schedule effective for all retire/rehires after August 1, 2004.

865 D. The re-employed teacher will be eligible for Board-paid health/medical insurance only if s/he is  
866 not eligible for coverage through STRS.

867 E. The contract of employment will be for one year and is automatically non-renewed at the  
868 conclusion of that year without the need for compliance with ORC Sections 3319.11 and  
869 3319.111. Re-employed teachers will be evaluated in accordance to Article V, Section B.

870 F. The re-employed teacher will not resume and is not eligible for continuing contract status during

- 871 any period of reemployment with the District.
- 872 G. In the event of a reduction in force, the re-employed teacher will not have any bumping rights  
873 under Article XXX (Reduction in Force) C. 1 and 2.
- 874 H. Such reemployment will not jeopardize the continuation of existing academic programs nor  
875 result in the reduction in force of faculty employed at the commencement of each such  
876 reemployment contract.
- 877 I. Re-employed persons are eligible for sick leave accumulation commencing with the first year of  
878 such reemployment.
- 879 J. Re-employed teachers are not eligible to participate in any retirement incentive program nor are  
880 they eligible for severance pay.
- 881 K. PRT's have no guarantee of reemployment.
- 882 L. PRT's have no guarantee of reemployment in the same assignment.
- 883 M. Transfers of current employees should be done before the hiring of retired teachers.

884 ARTICLE XVII

885 TEACHER/PUPIL RATIO

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

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

897 Note: The following is from Ohio Department of Education Elementary and Secondary  
898 Standards: The ratio of teachers to pupils in kindergarten through fourth grade on a district-wide  
899 basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils  
900 in average daily membership. Said ratio shall be calculated in accordance with sections 3317.02  
901 and 3317.023 of the Revised Code. The effective date of this requirement shall be September 1,  
902 1986.

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

906 Educational service personnel shall be assigned to at least five of seven areas: counselor,  
907 librarian, school nurse, visiting teacher, and elementary art, music, and physical education.

908 Educational service personnel assigned to elementary art, music, and physical education shall  
909 hold the special teaching certificate in the subject assigned.

910 C. The following guidelines under the current district configuration will be used when target goals  
911 cannot be followed due to facilities, budget, etc.:

912 1. When the number in a classroom exceeds 25 students in K-1 and 27 students in 2-4, within  
913 ten (10) contract days:

914 a. A meeting will be held between the building and/or district administrator and  
915 member(s), at which time a consensus will be reached to alleviate the overcrowding.

916 Alternatives to be considered may include but are not limited to the following:



940 E. Staff will work as a team to provide quality programs for students with an individualized education  
941 plan Classroom teachers and specialized area teachers (such as music, art, and P.E.) who teach  
942 students on an I.E.P , will discuss the student's placement and program with the I.E.P. team. If the  
943 placement of a student on an I.E.P. into a classroom setting significantly disrupts the education of  
944 other students, the teacher may request the IEP team be reconvened.. Additional support for the  
945 student with an I.E.P and/or classroom teacher, may be required to ensure that all students receive a  
946 quality education in the classroom. The parties recognize and acknowledge that the provisions of  
947 this Negotiated Agreement shall not supersede the provisions of state or federal law governing the  
948 rights of pupils with disabilities.

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

962

ARTICLE XVIII

SCHOOL CALENDAR/CONTRACT DAY

- 963
- 964
- 965 A. A calendar committee consisting of representatives from DCTA, other bargaining units and the
- 966 administration will meet in the fall of each school year, as needed, to prepare proposed
- 967 calendars.
- 968 Members of the calendar committee will submit the proposed calendars to a vote by the
- 969 association's membership and submit the results of the vote to the Superintendent no later than
- 970 November 1<sup>st</sup> of each year. The calendar receiving the majority vote shall be deemed the
- 971 recommended calendar.
- 972 B. Calamity days exceeding five (5) will be included in the yearly calendar.
- 973 C. All teachers shall be expected to report for duty on all days designated as either student days,
- 974 work days, or conference days on the current calendar. The school year shall be 186 days.
- 975 D. The contract day is seven hours and thirty minutes for the elementary, intermediate, and middle
- 976 school members, and seven hours and forty-five minutes for high school teachers and will be
- 977 uniform within each building in the district. Exceptions to the uniform day within each building
- 978 may be made for no more than five (5) members who voluntarily agree to a different schedule to
- 979 support alternative educational programming. Within the contract day there will be one thirty
- 980 minute, uninterrupted duty free lunch period and one protected individual preparation/planning
- 981 period guaranteed for the instructional levels above elementary. Each elementary staff member
- 982 will have a minimum of two hundred (200) minutes per week for planning time, including the
- 983 time during the day in which students attend special classes (art, music, physical education,
- 984 library). Within the contract week each elementary member will also have two (2) thirty (30)
- 985 consecutive minute duty-free periods before or after the student contact day. Members will have

986 input on when the thirty (30) minute periods will occur. See Articles XXIX, Staff  
987 Development/Professional Growth, and XXXI, Meetings for additional obligations.  
988 E. Kindergarten teachers may be required to work prior to the first student day for testing and assessing  
989 incoming student skill levels. In recognition of the days rendered, those members not otherwise  
990 receiving additional compensation for additional work days will be compensated at their per diem rate.

991 ARTICLE XIX

992 SUBSTITUTES

- 993 A. The Board will employ qualified substitutes when available for all bargaining units members.  
994 B. Procedures to be followed for arranging a substitute are specified in the teachers' handbook.  
995 C. Compensation for teachers covering classes in the absence of substitutes.
- 996 1. Teachers may be assigned to cover classes for up to three times in any school year  
997 without being paid additional compensation.
  - 998 2. Teachers assigned to cover classes more that three times in any school year will be paid  
999 additional compensation at the rate of \$10.00 per class period for each substitute class  
1000 after the third class. The maximum amount that may be paid a teacher for class  
1001 substitution for any one day may not exceed the substitute daily rate of pay.
  - 1002 3. Teachers substituting for team-taught classes will be paid at the rate of \$10.00 per period.  
1003 If the team teacher is absent for the entire day, the teacher substituting for the entire day  
1004 will be paid the substitute teacher rate.
  - 1005 4. If a class is divided between two substituting teachers, each will be paid one-half of the  
1006 substitute rate, or \$5.00 per period.
- 1007 Substituting teachers will complete time sheets recording class coverage. All time sheets will  
1008 be forwarded to the Treasurer's office no later than noon of Wednesday following the

1009 previous pay date to ensure payment on the next pay check.

1010 D. Each principal will annually designate one or more staff members to act as “teacher in charge” in  
1011 the event of the absence of the principal and the unavailability of other administrative staff to  
1012 serve in the event of a building emergency. Acceptance of the designation as “teacher in charge”  
1013 shall be voluntary on the part of the staff member(s) and if no qualified staff member is willing to  
1014 accept designation no teacher in charge shall be designated for that school year. Any staff  
1015 member designated as teacher in charge shall receive training in dealing with building  
1016 emergencies and related matters. The principal may notify the teacher in charge of an intended  
1017 absence and in that event the teacher in charge will be available to the building staff to deal with  
1018 building emergencies during the absence of the principal. The teacher in charge shall have  
1019 authority to act in the place of the principal with respect to pupil control, health and safety issues  
1020 and in matters related to routine building operation.

1021 RTICLE XX

1022 INSURANCE AND BENEFITS

1023 A. The Board will pay 82% of the health care insurance plan premium and each eligible teacher will  
1024 pay 18% of the premium effective August 1, 1992. If both husband and wife are employed full-  
1025 time by the Delaware City School District, the maximum Board contribution toward the cost of  
1026 family coverage shall be the sum of the Board premium contribution toward family coverage plus  
1027 the employees’ share of two single insurance benefit plans. Spouses married and employed by  
1028 the district prior to January 1, 2008 retain their current premium exemption.

1029 B. Health care benefits plan premiums for new enrollees will be deducted and paid by the Board  
1030 with the first open date after September 1 each year. Notification of these enrollments must be  
1031 received by the Treasurer no later than the last workday in September.

1032 C. If a teacher's health care benefit coverage is provided through a spouses plan, a teacher may opt  
1033 out of the district's health benefits insurance plan by submitting a request in writing to the  
1034 Treasurer's office. Upon receipt, the Treasurer will process the request within fifteen (15) days.  
1035 Reinstatement into the health care benefits plan is permissible, and upon request to the Treasurer,  
1036 will be done so according to the rules set forth by the carrier (qualifying event). The PPO  
1037 (preferred provider organization) plan includes but is not limited:  
1038

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<b>Deductible (calendar year)</b>		
Single	\$200	\$400
Family	\$400	\$800
<b>Coinsurance (calendar year)</b>		
Single	\$500	\$1,000
Family	\$1,000	\$2,000
Coinsurance	90%	70%
<b>Maximum Out-of-Pocket Deductible &amp; Coinsurance</b>		
Single	\$700.00	\$1,400
Family	\$1,400.00	\$2,800
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury)	\$15 copay	70% after deductible
<b>Preventative Services</b>		
Routine Mammogram	90% after deductible	70% after deductible
<b>Outpatient Services</b>		
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
<b>Outpatient Services</b>		
<b>Inpatient Facility</b>		
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	
<b>Additional Services</b>		
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	70% after deductible
	360 day lifetime limit	
Organ Transplants	90% after deductible	70% after deductible

<b>Mental Health and Substance Abuse</b>		
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
<b>Pharmacy</b>	\$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		
<b>Vision Plan</b>	\$15 copay - Vision Exam only	Not Covered
	One every year	

- 1040 D. Terms:
- 1041 In-network benefits - Services received from network providers or otherwise covered by health
- 1042 care provider
- 1043 Out-of-Network - Services received from non-network providers and covered by health care
- 1044 provider
- 1045 Co-insurance - Percentage of medical expenses shared by you and the plan after you meet
- 1046 your deductible. Your co-insurance is based upon your eligible expenses
- 1047 (reasonable and customary charges).
- 1048 Co-payment The amount you pay for certain health services. A co-payment may be
- 1049 either a defined dollar amount per service or a percentage of eligible
- 1050 expenses.
- 1051 Out-of-pocket – Total amount you pay in a year for a deductible, coinsurance and co-
- 1052 payments maximum
- 1053 E. Teachers, regularly scheduled and employed half-time or more, are eligible to receive insurance
- 1054 benefits.

- 1055 F. The Board shall provide \$25,000 term life and accidental death/disability insurance for each  
1056 eligible teacher.
- 1057 G. The Board shall provide 100% of the dental plan premium for each eligible teacher.
- 1058 H. An Insurance Review Committee consisting of members of DCTA, OAPSE, UE, and  
1059 administration will meet quarterly. This committee's responsibilities shall include: monitoring  
1060 insurance costs; reviewing and modifying benefits; participating in discussions in selection of  
1061 insurance carriers and/or third-party administrators for the health benefits plan and to develop  
1062 such proposals as the committee deems appropriate concerning the level of health care insurance  
1063 benefits.

1064 ARTICLE XXI

1065 SUPPLEMENTAL PAY

- 1066 A. The assignment of all extra duties for extra pay is the responsibility of the Superintendent. All  
1067 extra pay must be covered by supplemental contracts. Where direct supervision of students is  
1068 involved, supplemental contracts for extra duty are issued contingent upon there being sufficient  
1069 student demand for the services in the opinion of the Superintendent. The Board reserves the  
1070 right to pay for extra duties not shown here and to leave vacant any position listed. Years of  
1071 continuous service are applicable only to supplemental contracts with the same or substantially  
1072 similar duties. Any dispute regarding years of service for supplemental compensation will be  
1073 presented to and resolved by the Supplemental Contract Review Committee. The decision of the  
1074 Committee will be final and not subject to review through the problem solving procedures of  
1075 Article IV of this Agreement.

1076

1077

SUPPLEMENTAL INDEX

1078

YEARS OF CONTINUOUS SERVICE

1079

	(0-2)	(3-4)	(5-6)	(7-8)	(9+)
--	-------	-------	-------	-------	------

1080

Group I	.15	.16	.17	.18	.19
---------	-----	-----	-----	-----	-----

1081

Group II	.10	.11	.12	.13	.14
----------	-----	-----	-----	-----	-----

1082

Group III	.09	.10	.11	.12	.13
-----------	-----	-----	-----	-----	-----

1083

Group IV	.08	.09	.10	.11	.12
----------	-----	-----	-----	-----	-----

1084

Group V	.07	.08	.09	.10	.11
---------	-----	-----	-----	-----	-----

1085

Group VI	.06	.07	.08	.09	.10
----------	-----	-----	-----	-----	-----

1086

Group VII	.05	.06	.07	.08	.09
-----------	-----	-----	-----	-----	-----

1087

Group VIII	.04	.05	.06	.07	.08
------------	-----	-----	-----	-----	-----

1088

Group IX	.03	.04	.05	.06	.07
----------	-----	-----	-----	-----	-----

1089

Group X	.02	.03	.04	.05	.06
---------	-----	-----	-----	-----	-----

1090

B. Supplemental Contract Review Committee

1091

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

1092

consist of two building principals, as designated by the Superintendent, the athletic director, and

1093

not more than seven (7) members who are representatives of supplemental contract areas, to be

1094

jointly selected by the Association President and the Superintendent or designee.

1095

1. The Review Committee shall meet not less than once per year at a time determined by the

1096

Superintendent.

1097

2. The Review Committee shall evaluate and make recommendations to the Board regarding

1098

continuation or modification of existing supplemental contract job descriptions, the need

1099

for new supplemental contract positions together with proposed job descriptions for such

1100

positions and the need for elimination of supplemental contract positions no longer

1101

necessary.

1102

- 1103 3. The Committee shall review and make recommendations to the Board regarding fair and  
1104 equitable compensation of supplemental contract positions, including the relative  
1105 placement of positions on the supplemental group list as well as the compensation to be  
1106 paid supplemental contract positions.
- 1107 4. The Committee shall also develop and recommend procedures for the evaluation of  
1108 supplemental contract performance and recommend such evaluation procedures to the  
1109 Board.
- 1110 5. The Review Committee shall have no authority to alter or change the provisions of this  
1111 Agreement provided, however, that any new supplemental positions created by the Board  
1112 during the term of this Agreement will be subject to negotiations for a successor  
1113 agreement.
- 1114 C. A break in continuous supplemental service does not cause a teacher to lose accrued experience,  
1115 provided he/she remains a teacher of the district.
- 1116 D. Upon satisfactory documentation of prior experience in a given supplemental area, a teacher may  
1117 receive up to five (5) years of credit on the supplemental index. Five years of credit may only  
1118 bring the teacher to the 5-6 level of the supplemental index. Such documentation must be  
1119 provided to the Treasurer prior to the performance of duties under the supplemental contract.
- 1120 E. If a teacher is to receive supplemental contracts for concurrent activities, then the teacher must  
1121 demonstrate in writing to the Superintendent that all multiple supplemental position requirements  
1122 will be met. For example, if no assistant is hired in a particular area, the head advisor of that area  
1123 may apply for the assistant position. The head advisor will be hired for the assistant position  
1124 subject to the aforementioned written demonstration and subject to Article XXI (Supplemental  
1125 Pay) A.
- 1126

- 1127 F. Index is based on the B-0 step on the current salary schedule and year(s) of experience are  
1128 initiated and earned in the same fashion as the salary schedule.
- 1129 G. All year-round supplemental positions will be paid in thirds. The first increment will be paid  
1130 after one-third (1/3) of the contract is completed. Seasonal sports will be paid within the next  
1131 two (2) pays following the end of that season. Spring sports will be paid following the first pay  
1132 after the season ends.
- 1133 H. Qualified, licensed personnel for vacant supplemental positions will be pursued aggressively.  
1134 Available positions will be posted pursuant to Article XIV (Vacancies, Transfers, and  
1135 Assignment), Section B-2 of this Agreement. If the vacancy is not filled, it will then be  
1136 advertised locally for qualified, licensed personnel not employed by the district.
- 1137 I. Supplemental contracts, extended service contracts and contracts funded by federal programs  
1138 shall expire automatically at the end of the contracts. Notice of non-renewal under Section  
1139 3319.11 of the Ohio Revised Code shall not be required.
- 1140 J. Supplemental Groups are as follows:

	1	2	3	4	5	6	7	8	9	10
6 <sup>th</sup> Grade Camp Coordinator - Willis							X			
8 <sup>th</sup> Grade Trip Coordinator - Dempsey									X	
African-American Student Coalition - Hayes							X			
Art Club - Hayes/Dempsey/Willis										X
Athletic Coordinator - Fall & 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 Fall/Winter - Hayes				X						
Baseball - Head - Hayes		X								
Baseball - Assistant/Reserve/Freshman - Hayes				X						
Baseball - 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			
Class Advisor - 12th Grade - Hayes					X					
Class Advisor - 11th Grade - Hayes					X					
Class Advisor - 10th Grade - Hayes							X			
Class Advisor - 9th Grade - Hayes							X			
Cross Country - Head - Hayes		X								
Cross Country - Assistant - Hayes				X						
Cross Country - Head - Dempsey						X				
Cross Country - Assistant - 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	
Proficiency Intervention - Hayes					X					
ROTC Drill Team - Hayes							X			
Science Fair - Dempsey						X				
Soccer - Head (Girls and Boys) - Hayes		X								
Soccer - Assistant/Reserve/Freshman (Girls and Boys) - Hayes				X						
Softball - Head - Hayes		X								
Softball - Assistant/Reserve/Freshman - Hayes				X						
Softball - 8th Grade - Dempsey						X				
Strings Performance - Head - Hayes		X								
Strings Performance - Assistant - Willis			X							
Student Council Advisor - Hayes/Dempsey					X					
Student Mediation - Hayes							X			
Suzuki Strings - Elementary							X			
Swimming - Head - Hayes		X								
Swimming - Assistant - Hayes				X						
Swimming - Diving - Hayes						X				
Talisman - Hayes				X						
Team Leader - Willis								X		
Technology Team Advisor - Hayes						X				
Teen Institute - Hayes						X				
Teen Institute, Jr./Student Mediation - Dempsey/Willis							X			
Tennis - Head (Girls and Boys) - Hayes		X								
Tennis - Reserve (Girls and Boys) - Hayes				X						
Ticket Manager - Hayes							X			

Track - Head (Girls and Boys) - Hayes		X							
Track - Assistant (Girls and Boys) - Hayes				X					
Track - Head (Girls and Boys) - Dempsey				X					
Track - Assistant (Girls and Boys) - Dempsey						X			
Vocal Performance - Hayes		X							
Vocal Performance - Dempsey/Willis				X					
Volleyball - Head (Girls and Boys) - Hayes		X							
Volleyball - Reserve (Girls and Boys) - Hayes				X					
Volleyball - Freshman (Girls) - Hayes				X					
Volleyball - 7th & 8th Grade (Girls) - Dempsey				X					
Wrestling - Head - Hayes		X							
Wrestling - Assistant - Hayes				X					
Wrestling - Head - Dempsey				X					
Wrestling - Assistant - Dempsey						X			
Yearbook - Hayes		X							
Yearbook - Dempsey/Willis							X		
Youth in Government - Hayes							X		

1141

1142  
1143

ARTICLE XXII  
SALARY

1144 A. The salary index that follows shall be in effect under the terms of this Agreement.

1145 B. August 1, 2012 through July 31, 2014.

1146 A base (BA-0) salary of \$34,688 which reflects a 1.25% increase will be

1147 implemented for the 2012-2013 school year

1148 A base (BA-0) salary of \$34,948 which reflects a .75% increase will be

1149 implemented for the 2013-2014 school year.

1150 If total revenue projections exceed \$45,000,000 for the 2013-2014 fiscal year,

1151 based on the Board approved Five-year Forecast, that is inclusive of the States'

1152 Biennium Budget, the base salary will increase in the amount of an additional

1153 one-quarter (1/4) percent effective with the 2013-2014 school year.

1154 C. All extended service shall be calculated on a per diem basis. All extended service

1155 workdays shall be specified by the Superintendent or designee.

1156 D. Long-term substitutes will be compensated based on the BA-0 step on the salary

1157 schedule after sixty (60) teaching days in the same assignment.

1158

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

1159 “150” means 150 semester hours

1160 “Master’s Degree + 15” means graduate semester hours beyond the Master’s Degree.

1161 “Master’s Degree + 30” means graduate semester hours beyond the Master’s Degree.

1162 “Master’s Degree + 45” means graduate semester hours beyond the Master’s Degree.

1163 ARTICLE XXIII

1164 CONSISTENCY WITH LAW

1165 If any provision of this Agreement, , or any agreement reached under its terms conflicts with any  
1166 federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions,  
1167 applications or agreements shall be inoperative but the remaining provisions hereof shall remain in effect.  
1168 The parties will meet within thirty (30) days of the decision by any court or competent jurisdiction to  
1169 renegotiate the affected provision. Negotiations will be conducted in accordance with the procedures in  
1170 Article II, Negotiation Procedures.

1171 ARTICLE XXIV

1172 ATTENDANCE FOR TEACHER DEPENDENTS

- 1173 A. Teachers who live out of the Delaware City School District have the right to have their  
1174 child/children attend the Delaware City Schools K-12 educational program tuition free. The  
1175 Board is not obligated to provide transportation to the teacher’s child/children.
- 1176 B. After August 1<sup>st</sup>, if pre-school openings are available once all district resident requests have  
1177 been satisfied, the teachers who live outside the Delaware City School district have the right to  
1178 apply for the open seat(s) under current guidelines.

1179

1180  
1181  
1182  
1183  
1184  
1185  
1186  
1187  
1188  
1189  
1190  
1191  
1192  
1193  
1194  
1195  
1196  
1197  
1198  
1199  
1200  
1201

ARTICLE XXV

NONDISCRIMINATION

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

ARTICLE XXVI

BOARD OF EDUCATION RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and bested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include the right to:
1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
  2. Direct, supervise, evaluate or hire employees;
  3. Maintain and improve the efficiency and effectiveness of Board operations;
  4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
  5. Suspend, discipline, demote or terminate for just cause, or lay-off, recall, transfer, assign, schedule, promote, or retain employees;



1225 “tax deference.” The Board shall report for municipal income tax purposes as a teacher’s gross income said  
1226 teacher’s total annual salary, including the amount of the tax deference. The Board shall compute income  
1227 tax withholding based upon gross income as reported to the respective taxing authorities. The tax deference  
1228 shall be included in the teacher’s total annual salary for the purposes of computing daily rate of pay, for  
1229 determining paid salary adjustments to be made due to absence, or any other similar purpose. The tax  
1230 deference shall apply to all payroll payments made during the life of this Agreement.

1231 ARTICLE XXVIII

1232 PROFESSIONAL COMPENSATION

- 1233 A. The Board of Education will provide reimbursement funds in an amount up to one and one-half  
1234 times the base salary rounded to the nearest \$1,000 for college credit satisfactorily completed with a  
1235 grade of B-/S or better. Professional compensation is not given for courses taken for audit.
- 1236 B. Professional compensation will be provided for bargaining unit members .
- 1237 C. In order to be eligible for reimbursement, the participating bargaining unit member shall have  
1238 taught in the Delaware City Schools immediately preceding the term of enrollment and returned to  
1239 teach the following year, or be on a Board approved leave of absence for professional improvement  
1240 (Article X, Section E).
- 1241 D. The maximum number of hours for which reimbursement will be given to any bargaining unit  
1242 member will be nine (9) quarter hours or six (6) semester hours completed during a calendar year.
- 1243 E. The bargaining unit member must take the course work in an area of current certification/ licensure,  
1244 and related to his/her goals in the Individual Professional Development Plan (IPDP), from a college  
1245 or university accredited by the Ohio Department of Education , or in other work approved by the  
1246 Superintendent.

- 1247 F. Applications for reimbursement must be submitted to the Superintendent or designee by October 1st  
1248 for courses successfully completed between September 1st of the previous year and September 30th  
1249 of the current year.
- 1250 G. Payment will be made on an equitable pro rata basis not to exceed the conditions stipulated in this  
1251 Article. Quarter hours will be converted to semester hours for pay purposes so that each quarter  
1252 hour will be reimbursed at two-thirds (2/3) the semester hour rate.
- 1253 H. Professional compensation will be in effect during the term of this Agreement. If begun before the  
1254 expiration of this Agreement, course work will be reimbursed under the terms of this Agreement.  
1255 (See F above.)
- 1256 I. Total reimbursement to the teacher will not exceed cost of course(s).

1257 ARTICLE XXIX

1258 STAFF DEVELOPMENT/PROFESSIONAL GROWTH

- 1259 A. The Delaware City Schools will develop and make available quality professional development  
1260 programs and scheduled activities to promote the teaching and learning process and assist in the  
1261 professional development of the professional staff. Teachers are encouraged to attend and  
1262 participate in the staff development programs and scheduled activities. Newly employed teachers  
1263 are required to attend orientation and inservice programs prior to and during the first year of  
1264 employment.

1265 B. There will be two (2) duty days scheduled immediately prior to the first day of school for students  
1266 for convocation, professional development and at least one three and one-half hour block of time  
1267 over the course of the two days for teachers to prepare their classrooms. In addition, three hours on  
1268 each of the work days at the end of the first and third nine weeks are available for professional  
1269 development.

1270 C. District-offered professional development programs and scheduled activities will be conducted  
1271 throughout the year. The Board and Association will cooperate to offer professional programs that  
1272 are appropriate to grade level and building needs through the Staff Development Committee. The  
1273 Staff Development Committee shall consist of the Curriculum Director(s) with one teacher  
1274 representative from each elementary and middle school building and two from Hayes High School.  
1275 Teacher members will be representative of all grade levels. Members will be jointly selected by the  
1276 Association President and the Superintendent or designee.

1277 The Staff Development Committee shall:

- 1278 1. Provide quality professional development programs.
- 1279 2. Monitor building and district needs and recommend program offerings.
- 1280 3. Communicate program offerings to teachers and staff in a timely fashion.
- 1281 4. Conduct ongoing evaluation of program offerings.
- 1282 5. Report annually to the Board of Education

1283 ARTICLE XXX

1284 REDUCTION IN FORCE

1285 A. During this Agreement, when the Board determines that it will be necessary to reduce the number of  
1286 teachers because of decreased enrollment (by grade level, subject area, or in the district as a whole),

1287 territorial changes affecting the district, a lack of funds, or the abolishment of positions, a reasonable  
1288 reduction in force may be made.

1289 B. The Superintendent shall determine which positions shall be affected and which teachers shall be  
1290 laid off. The Superintendent will use the following criteria in determining which teachers are to be  
1291 laid off:

1292 1. The recommendation shall give preference to teachers on continuing contracts, who have  
1293 greater seniority within each area of certification and then to teachers on limited contracts,  
1294 who have greater seniority within each area of certification/licensure. Teachers of core  
1295 academic subjects who are highly qualified shall be given preference over those who are not  
1296 as per state requirement.

1297 2. In an effort to reduce the number of contract suspensions, teachers otherwise to be RIF'd, may  
1298 be reassigned to vacant positions for which they are highly qualified. Neither the  
1299 reassignment, nor any vacancy resulting from such reassignment, shall be subject to any  
1300 posting requirement.

1301 3. A seniority list shall be established for each teaching assignment affected by the  
1302 implementation of the RIF policy. A teaching assignment shall be defined as those grade  
1303 levels/academic subjects which are currently being taught within a particular type of  
1304 certificate/license issued by the State Department of Education and currently held by an  
1305 individual teacher.

1306 4. A teacher who has been notified that he/she will be included in a RIF will be granted the  
1307 following rights:

1308 a. The right to be carried on payroll records and to remain in group insurance programs

1309 at his/her expense as provided by Federal Law. The teacher shall be responsible for  
1310 the full premium payment of all programs subscribed to at the first full premium due  
1311 date following the effective date of their "unpaid" RIF status, provided it is  
1312 acceptable to the carrier.

1313 C. Seniority shall be computed from the teacher's earliest date of continuous hire and will begin to  
1314 accrue as of the first day of the actual teaching position in the Delaware City Schools.

1315 1. Seniority will continue to accrue during all paid leaves of absence and unpaid leaves of  
1316 absence. Seniority is lost when service is otherwise discontinued.

1317 2. When seniority is equal, placement on the seniority list shall be determined by:

1318 a. The date of the Board meeting at which the teacher was hired.

1319 b. The date the teacher signed the initial employment contract with the Delaware City  
1320 Schools.

1321 c. The date and time the signed contract was received by the Superintendent's office.

1322 d. The first paid day of the teacher with the Delaware City Schools.

1323 e. Any remaining ties will be broken by lot.

1324 3. A district wide seniority list by assignment will be posted in each building by October 1st of  
1325 each school year. The list will include employee names, current assignment, and years of  
1326 service. The Association will be provided with a copy of the seniority list.

1327 4. Teachers wishing to challenge their placement on the seniority list must do so in writing to  
1328 the Superintendent or designee no later than the last school day of October. A final list will  
1329 be posted by the first day of December.

1330 D. The following procedures will be used in the recall process:

- 1331 Recall:
- 1332 1. If there is a vacancy, laid off teachers who are certificated/licensed to perform the work in  
1333 question will be recalled in seniority order as per state requirements.
- 1334 2. Notice of recall will be by telephone and/or electronic mail. If those methods do not result in  
1335 contact with the teacher, notice will be given by certified mail to the last address given to the  
1336 Board by the teacher. The teacher has ten (10) days after receipt of the notice of recall to  
1337 indicate acceptance or not. No acknowledgment of the notice will be the same as refusal.
- 1338 3. A teacher who is laid off will remain on the recall list for thirty-six months after the effective  
1339 date of lay off unless:
- 1340 a) recall rights are waived in writing by the teacher
- 1341 b) a resignation is offered by the teacher
- 1342 c) the teacher fails to accept the position to which he/she has been recalled.
- 1343 4. The first recall shall be teachers holding suspended continuing contracts. They shall be  
1344 recalled on a seniority basis to fill any vacant position for which they are currently  
1345 certificated/licensed or for created positions for which they are currently certificated/licensed.
- 1346 5. If teachers turn down a vacant position for which they are certified/licensed, or if positions  
1347 are vacant after all teachers with continuing contracts are recalled, then positions will be  
1348 offered to teachers with suspended limited contracts in areas in which they are currently  
1349 certificated in the order of seniority as defined in C.

1350

ARTICLE XXXI

1351

MEETINGS

1352 The following parameters shall be established concerning meetings that extend beyond the end of the  
1353 contract day.

- 1354 A. Staff Meetings - No more than two staff meetings per month except in cases of emergency.
- 1355 B. Team and/or Department Meetings - Once a month.
- 1356 C. Grade Level Meetings - A maximum of four per year.
- 1357 D. All of the above meetings shall be an hour or less in length. If a meeting exceeds the hour limit, a  
1358 staff member who must leave may do so.
- 1359 E. Staff members are encouraged to be prompt to meetings, and if late, are accountable for any  
1360 information they may have missed.
- 1361 F. No meetings during the last three weeks of school shall be conducted by district  
1362 curriculum/instructional committees except in cases of emergency. (Regular special, enrichment  
1363 and staff development.)
- 1364 G. Flexibility by administration and staff is encouraged.  
1365 These guidelines shall be included in all district staff handbooks.
- 1366 H. The Association shall have the right to meet with its Representative Council after school on the  
1367 second (2<sup>nd</sup>) Monday of every month. (Article III , B7)

1368

ARTICLE XXXII

1369

SERVICE FEE

1370 A. Payroll Deduction of Service Fees

1371 The Board of Education will deduct from the pay of teachers who elect not to become or remain

1372 members of the Association a service fee for the Association's representation of such non-members  
1373 during the term of this contract. Employees hired on or before August 1, 1995 and who have not  
1374 become members of the Union prior to August 1, 1995, shall be exempted from the payment of  
1375 service fees which are otherwise required by this provision. An exempted employee who voluntarily  
1376 becomes a member of the Union forfeits such exemption. No non-member filing a timely demand  
1377 shall be required to subsidize partisan political or ideological causes not germane to the  
1378 Association's work in the realm of collective bargaining.

1379 B. Notification of Service Fee Amount

1380 Notice of the amount of the annual service fee, which shall not be more than 100% of the unified  
1381 dues of the Association, shall be determined by the Association and transmitted to the Treasurer of  
1382 the Board on or about December 15th of each year during the term of this contract for the purpose  
1383 of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all  
1384 amounts deducted to the Association.

1385 C. Schedule of Service Fee Deductions

1386 1. Service Fee Payers

1387 Payroll deduction of the annual service fee shall commence on the first pay date which  
1388 occurs on or after January 15th of each year. In the case of bargaining unit employees newly  
1389 hired after the beginning of the school year, the payroll deduction shall commence on the  
1390 first pay date on or after the later of:

- 1391 a. Thirty (30) day employment in a bargaining unit position, or
- 1392 b. January 15.

1393 Service fee deductions will be made in as near as possible equal deductions from pay due in

1394 each pay period remaining in the school year.

1395 2. Termination of Membership

1396 Upon notification that a teacher has terminated membership in the Association, the Board  
1397 will commence the deduction of the service fee with respect to the former member, and the  
1398 amount of the fee to be deducted in that year shall be the difference between the annual  
1399 service fee less the amount previously paid as Association dues through payroll deduction.

1400 The deduction of said amount shall commence on the first pay date occurring on or after  
1401 forty-five (45) days from the termination of membership.

1402 3. Any portion of the service fee due at the conclusion of employment will be deducted from  
1403 the final pay of the teacher. In no event will the Board be liable for any service fee amount  
1404 provided the Board has complied with the provisions of this Article.

1405 D. Transmittal of Deductions

1406 The Board will transmit the service fee amounts to a person designated by the Association together  
1407 with a list of the names of the bargaining unit members from whom the service fee deductions were  
1408 made, the period covered, and the amounts deducted from each.

1409 E. Rebate Procedure

1410 The Association represents to the Board that an internal rebate procedure has been established in  
1411 accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the  
1412 amount of the service fee has been established and will be given to each member of the bargaining  
1413 unit hired after August 1, 1995 who does not join or maintain membership in the Association and  
1414 that such procedure and notice shall be in compliance with all applicable state and federal laws and  
1415 the Constitution of the United States and the State of Ohio. The Association, on its own behalf and

1416 on behalf of the Ohio Education Association and the National Education Association agrees to  
1417 indemnify and hold the Board and its officers, members employees and agents from any and all loss,  
1418 costs or damages of any kind whatsoever arising out of or connected with the implementation or  
1419 enforcement of the provisions of this Service Fee provision.

1420 F. Entitlement to rebate

1421 Upon timely demand, service fee payers may apply to the Ohio Education Association for an  
1422 advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Ohio  
1423 Education Association.

1424 G. Designation of Service Fees

1425 Each year by June 1, the Association will provide the District Treasurer with a list of eligible organizations  
1426 to which Service Fee Objectors may designate their Service Fees. Those organizations shall include  
1427 Delaware County charitable organizations such as United Way Agencies, Delaware Cultural Arts Center,  
1428 People In Need and any Foundation established by the Board of Education.

1429

ARTICLE XXXIII

1430

ACADEMIC FREEDOM

1431

A major goal of education in a free society is to develop persons who can think critically, understand

1432

their culture, live compassionately with others, make sound decisions and live with the consequences of

1433

their judgment. Public education in a pluralistic society must strive to present, as objectively as possible,

1434

varied events, activities and perceptions reflected in history, literature and every other source of

1435

humankind's thought and expression. Because points of view differ and biases exist, students must have

1436

access to materials which express this diversity of perspective.

1437

It is the responsibility of the teacher to make certain that such access to materials presenting all sides

1438

of an issue is available; however, teachers must take into account the relative maturity of their students and

1439

the need for guidance and help in studying issues and arriving at balanced views. All instruction will be

1440

aligned with Board adopted courses of study and academic state mandated content standards where

1441

applicable.

1442

The principle of academic freedom presupposes intellectual honesty on the part of the person who

1443

exercises academic freedom and that he/she can and will discriminate among facts relating to an issue. In

1444

expressing a personal opinion, a teacher will make it known to students that the view is personal and will

1445

not attempt to bring students to a commitment to that personal viewpoint.

1446

ARTICLE XXXIV

1447

MASTER TEACHER/LEAD TEACHER

1448

The Master Teacher/Lead Teacher committee shall consist of five (5) members, two (2) of which

1449

shall be appointed by the Superintendent and three (3) of which shall be appointed by the Association

1450

President. Committee members shall serve for terms of one year each and may be reappointed for

1451 subsequent terms. Vacancies will be filled in the manner of the original appointment.

1452

ARTICLE XXXV

1453

CONTRACT MAINTENANCE

1454 A. Waiver of Negotiations

1455 1. The Board and the Association shall voluntarily waive, during the life of this Agreement, the  
1456 right to negotiate further with respect to the period covered by this Agreement except as  
1457 identified in A-2 below or when the parties mutually agree to negotiate further. This waiver  
1458 applies irrespective of whether the matter or subject is specifically referred to or covered in  
1459 this Agreement, even though the subject or matter may not have been within the knowledge  
1460 or contemplation of either or both parties at the time negotiations were being conducted or at  
1461 the time the party signed this Agreement.

1462 2. A review committee shall be established with the effective date of this agreement. The  
1463 review committee shall consist of six (6) members: three (3) members appointed by the  
1464 Board and three (3) members appointed by the Association. The Review Committee shall  
1465 help to clarify and interpret the Agreement. Any changes in the intent of any language made  
1466 by the Review Committee shall be subject to ratification by both parties.

1467 B. Entire Agreement Clause

1468 This Agreement supersedes and cancels all previous Agreements. Any amendment or agreement  
1469 supplemental hereto shall not be binding upon either party unless executed in writing by the parties  
1470 hereto.

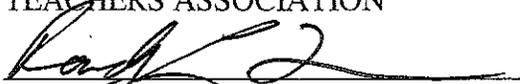
1471

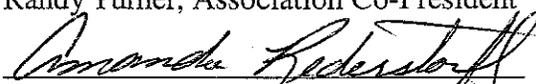
1472 C. Duration

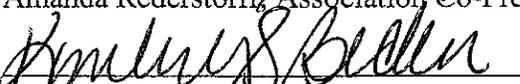
1473 This agreement shall become effective commencing August 2, 2012 and continuing through July 31,  
1474 2014.

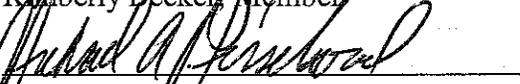
1475 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and  
1476 year first mentioned above.

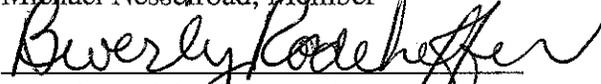
1477 DELAWARE CITY  
1478 TEACHERS ASSOCIATION

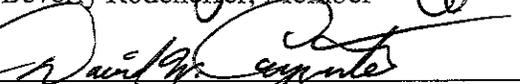
1479   
1480 \_\_\_\_\_  
1481 Randy Turner, Association Co-President

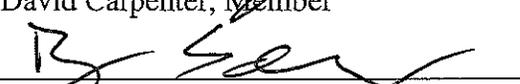
1482   
1483 \_\_\_\_\_  
1484 Amanda Rederstorff, Association Co-President

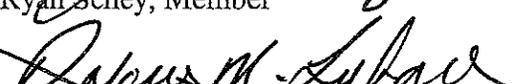
1485   
1486 \_\_\_\_\_  
1487 Kimberly Becker, Member

1488   
1489 \_\_\_\_\_  
1490 Michael Nesselroad, Member

1491   
1492 \_\_\_\_\_  
1493 Beverly Rodehoffer, Member

1494   
1495 \_\_\_\_\_  
1496 David Carpenter, Member

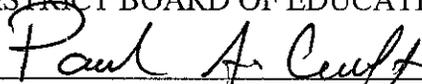
1497   
1498 \_\_\_\_\_  
1499 Ryan Schey, Member

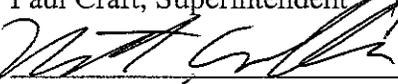
1500   
1501 \_\_\_\_\_  
1502 Dolores Tufaro,

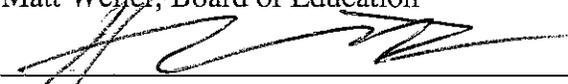
1503 Labor Relations Consultant

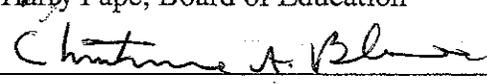
1504  
1505

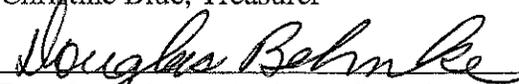
DELAWARE CITY SCHOOL  
DISTRICT BOARD OF EDUCATION

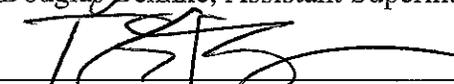
  
\_\_\_\_\_  
Paul Craft, Superintendent

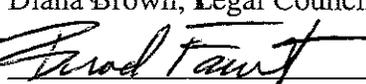
  
\_\_\_\_\_  
Matt Weller, Board of Education

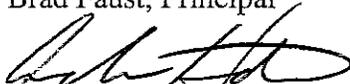
  
\_\_\_\_\_  
Harry Pape, Board of Education

  
\_\_\_\_\_  
Christine Blue, Treasurer

  
\_\_\_\_\_  
Douglas Behnke, Assistant Superintendent

  
\_\_\_\_\_  
Diana Brown, Legal Council

  
\_\_\_\_\_  
Brad Faust, Principal

  
\_\_\_\_\_  
Andy Hatton, Principal

1506  
1507

## FORMS

1508  
1509  
1510  
1511  
1512  
1513  
1514  
1515  
1516  
1517  
1518  
1519  
1520  
1521  
1522  
1523  
1524  
1525  
1526  
1527  
1528  
1529  
1530  
1531  
1532  
1533  
1534

AUTHORIZATION FORM  
FOR  
SICK LEAVE DONATION - DCTA

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

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

\_\_\_\_\_

Print Name

Signature

\_\_\_\_\_

Date

Approved:

\_\_\_\_\_

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

1576  
1577  
1578  
1579  
1580  
1581  
1582  
1583  
1584  
1585  
1586  
1587  
1588  
1589  
1590  
1591  
1592  
1593  
1594  
1595  
1596  
1597  
1598  
1599  
1600  
1601  
1602  
1603  
1604  
1605  
1606  
1607  
1608  
1609  
1610  
1611  
1612  
1613  
1614  
1615  
1616  
1617  
1618  
1619  
1620  
1621  
1622  
1623  
1624  
1625  
1626  
1627

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)

1628  
1629  
1630  
1631  
1632  
1633  
1634  
1635  
1636  
1637  
1638  
1639  
1640  
1641  
1642  
1643  
1644  
1645  
1646  
1647  
1648  
1649  
1650  
1651  
1652  
1653  
1654  
1655  
1656  
1657  
1658  
1659  
1660  
1661  
1662  
1663  
1664  
1665  
1666

1667 **Conflict Resolution Process**

1668

1669 A number of trained mediators are available to help resolve conflicts and to avoid escalating problems.  
1670 Please contact the student mediation coordinator or guidance counselor in your building for assistance. The  
1671 following outline describes the preparations staff can make in order to optimize the conflict resolution  
1672 process.

1673

1674 **Plan ahead – analyze**

1675

- 1676 • What specifically concerns me about this conflict?
- 1677
- 1678 • How does this affect me?
- 1679
- 1680 • Why is this important to me? What are my values?
- 1681
- 1682 • Do I carry suspicions or assumptions about the other person?
- 1683
- 1684 • What would make the situation better for me?
- 1685

1685

1686 **Set the tone**

1687

- 1688 • State positive intentions (e.g., "I want this relationship to last," "This is important to me," "I  
1689 really want to understand this.")
- 1690
- 1691 • Acknowledge and validate the other person (e.g., "I can see that you are just as concerned as I  
1692 am," "I appreciate your willingness to talk about this," "Thank you for taking this seriously.")
- 1693

1693

1694 **Discuss and define the problem**

1695

- 1696 • Each person states his/her issues and feelings (taking turns - while one person states his/her  
1697 issues and feelings, the other uses Active Listening).
- 1698
- 1699 • Use effective listening and speaking techniques.
- 1700
- 1701 • Identify interests and needs.
- 1702
- 1703 • If necessary, discuss assumptions, suspicions, and values.
- 1704

1704

1705 **Summarize new understandings**

1706

1707 **Brainstorm alternative solutions**

- 1708
- 1709 • Determine the advantages and disadvantages of each course of action; consider consequences and
  - 1710 do a reality check.
  - 1711
  - 1712 • Choose solutions that are mutually satisfactory to all parties. Make sure the solution(s) is/are
  - 1713 specific and balanced.
  - 1714

1715 **Plan for follow-up**

- 1716
- 1717 • Agree on a time to check with one another in the future.
  - 1718

1719 SECTION 5705.412 CERTIFICATE OF  
1720 ADEQUATE REVENUES  
1721 OAC SECTION 3301-92-05  
1722

1723 Negotiated Collective Bargaining Agreement Between the Board of Education, Delaware City  
1724 School District and the Delaware City Teachers Association for the period from  
1725 August 1, 2012 through July 31, 2014.  
1726

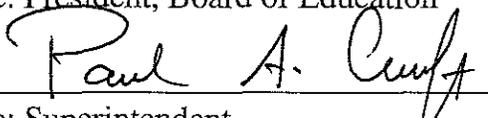
1727 The undersigned, Treasurer, Superintendent, and President of the Board of Education of the  
1728 Delaware City School District, located in Delaware County, hereby certify in connection with the  
1729 contract referenced above (the "Contract") that:  
1730

- 1731 1. The school district has in effect for the required period of certification the  
1732 authorization to levy taxes including the renewal or replacement of existing levies  
1733 which, when combined with the estimated revenue from all other sources available to  
1734 the district, are sufficient to provide the operating revenues necessary to enable the  
1735 district to maintain all personnel, programs, and services essential to the provision of  
1736 an adequate educational program.  
1737  
1738 2. The Treasurer shall forward a copy of this certificate to the county auditor of each  
1739 county in which a part of the school district is located.  
1740

1741 IN WITNESS WHEREOF, we have hereunto set our hands this 27<sup>th</sup> day of June 2012.  
1742

1743 DELAWARE CITY SCHOOL DISTRICT  
1744 DELAWARE COUNTY, OHIO  
1745

1746 By:   
1747  
1748 Title: President, Board of Education

1749 By:   
1750  
1751 Title: Superintendent

1752 By:   
1753  
1754 Title: Treasurer

