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**AGREEMENT BETWEEN THE
DELAWARE CITY SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
DELAWARE CITY EDUCATORS
ASSOCIATION**

August 1, 2022 Through July 31, 2025

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ARTICLE 1

RECOGNITION

- A. The Board of Education recognizes the Delaware City Educators Association/OEA/NEA as the exclusive representative for the members of the bargaining unit, which will consist of all regular full-time certificated personnel/licensed, regular part-time certificated/licensed personnel long-term and permanent substitutes, as defined in Article 10, Section J, Other Leaves of Absence, of this Agreement. Long-term and permanent substitutes will be entitled to the payroll deduction provisions of Article 13, Payroll Deductions, the problem solving provisions of Article 4, Problem Solving, and the applicable salary (upon attainment of long-term substitute status) as determined by Article 22, Salary, of this Agreement and Ohio Revised Code (ORC). Employees excluded from the bargaining unit include: The Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, the School Psychologists, all other hourly paid non-certificated employees, and all auxiliary service personnel.
- B. Recognition of the Association as the exclusive representatives of the above defined bargaining unit will be for the term of the written Agreement without challenge as provided for in Section 4117.04(A) and 4117.05(B) of the Ohio Revised Code and will continue thereafter until a challenge is legally successful as provided for in Chapter 4117.08 of the Ohio Revised Code.
- C. “Member” defined: The terms “teacher” or “member,” when used hereinafter in this Agreement, will refer to all employees represented by the Association in the bargaining unit as determined in Section A of this Article (Recognition).
- D. ORC Section 3302.10 will have no effect on any provision of this contract unless the District would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the District and until the superintendent of public instruction notifies the District that the District is subject to the provisions of ORC Section 3302.10. Should the District enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact. Both parties reserve the right to challenge any construction or implementation of ORC Section 3302.10 or its provisions by any person or entity, but no such challenge may be brought from this Agreement’s grievance and arbitration process.

ARTICLE 2
NEGOTIATION PROCEDURES

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

A. Interest Based Bargaining

1. Upon request of either party for a meeting to open negotiations, a mutually accepted initial meeting date will be set no later than 150 calendar days before contract expiration. The Association will be represented by the Association President and Negotiations Chairperson, the Board of Education by the Superintendent and their designee.
2. If both parties mutually agree to pursue interest based bargaining, guidelines for the bargaining process will be established at the initial meeting. These guidelines must include the makeup of the negotiation teams, the role of consultants in the process, the submission and review of issues, the timeline to be followed, and a means by which to determine if and when impasse has been reached. Each party will determine its own team's representatives but will not select members of the other party involved in the procedure.
3. If tentative agreement cannot be reached within forty-five (45) days of the second negotiation meeting or a date mutually agreed upon, a letter of intent to begin conventional bargaining will be sent to the State Employment Relations Board (SERB). Negotiation procedures as outlined in Article 2, Section 2, Article O of this contract will govern.

B. Conventional Bargaining

1. If mutual agreement to pursue interest based bargaining cannot be reached at the initial meeting, the following negotiations procedures will be followed.
2. Negotiating Team - Collective bargaining will be conducted exclusively between representatives of the Board and the Association. These representatives will be called the negotiating teams. Each team may consist of no more than seven (7) members. Each party represented in the procedure will determine who will be its team representatives but will not select members of the other party involved in the procedure. Team members will be authorized to present proposals, consider proposals, offer counter proposals, make concessions and provide positions on behalf of the party represented with the purpose of reaching agreement on issues being discussed.

3. Consultants - Either team may use additional persons as consultants. Such consultants serve at the sole expense of the team requesting the consulting service.
4. Submission of Issues - Upon request of either party for a meeting to open negotiations, a mutually accepted initial meeting date will be set no later than 150 calendar days before contract expiration. All issues proposed for negotiations will be submitted in writing by the Association and the Board at a second meeting which will be held at a mutually agreeable time and place, but no later than (thirty) 30 calendar days from the initial meeting. Proposals submitted by the parties at the second meeting will be complete. No new proposal may be submitted by either party after its initial proposals have been submitted.
5. Review of Issues - The issues compiled at the second meeting will be shared with the Association and the Board.
6. Negotiation Procedure - The designated representatives of the Board will meet at mutually agreed upon places and times with representatives of the Association in an effort to reach mutual understanding and agreement. Following the initial meeting, as described in Paragraph D above, such additional meetings will be held as the parties may require, to reach an understanding on the issue(s).
7. Good Faith - The Board and the Association agree to meet and negotiate in good faith. "Good faith" means the obligation of both negotiating teams to meet at reasonable times and to deal with each other openly and fairly.
8. Caucus - Upon the request of either party, a negotiation meeting will be recessed to permit a period of time, not to exceed thirty (30) minutes, to caucus.
9. Protocol - No reprisals of any kind will be taken by or against any negotiating participant by any other participant, nor will there be any reprisal against any employee of the Board by reason of membership or non-membership in the Association.
10. Closed Negotiations - Negotiation meetings will be held in private unless both parties agree to negotiate in public session.
11. Information - The Board and the Association agree to furnish to the negotiating team of the other party, upon request and in reasonable time, both prior to and during negotiations, all regularly and routinely prepared information concerning the issues under discussion including the financial resources of the district and of the Association at no cost to the requesting party.

12. Agreement - As negotiation items receive tentative agreement by the parties, each item will be reduced to writing. Each item receiving tentative agreement will not be altered or changed unless mutually agreed upon by both parties.
13. Confirmation Session - At this meeting of the negotiating teams, both parties retain the right to trade-off items and/or withdraw such items for other considerations within the package. The agreement reached at this time will be considered for ratification by the Association and adoption by the Board.
14. Ratification - When tentative agreement has been reached on all issues, a complete draft of the proposed new agreement will be prepared for review by the drafting committee (composed of at least one Association team member, and one Board team member). When the parties have determined that the draft is accurate and complete, but no later than ten (10) calendar days after tentative agreement is reached, the proposed new agreement will be submitted to the Association for ratification. The Association will take action no later than ten (10) calendar days after the review of the draft is completed. If approved by the Association, the proposed agreement then will be presented to the Board for adoption no later than ten (10) calendar days after the Association's ratification. When ratified and adopted, the agreement will become the Agreement between the parties for the period stated. The District will provide fifty copies to the Association for distribution and will make the agreement available through electronic network. The cost of such duplication and distribution will be borne by the Board.
15. Disagreement - If a tentative agreement is not reached within forty-five (45) days of the second negotiation meeting or a date mutually agreed upon, a letter of intent to begin conventional bargaining will be sent to the State Employment Relations Board (SERB). From the date of the SERB letter, if tentative agreement is not reached within forty five (45) days or a mutually agreed upon date by both parties, both parties will request the services of the Federal Mediation and Conciliation Service (FMCS). If agreement is not reached at the date of expiration of the existing Agreement or any mutually agreed extension thereof, the Association may give a written ten (10) day notice of an intent to strike to the Board and to the State Employment Relations Board (SERB) in keeping with Section 4117.14(D)(2) of the Ohio Revised Code. If the parties are unable to reach agreement by the end of the contract date or a date mutually agreed upon, the terms of this Agreement and the negotiation provisions herein will be deemed exhausted, unless both parties mutually agree to an extension of the Agreement. Upon reaching tentative

agreement, the Agreement will be submitted to the Association and the Board for ratification and adoption as set forth above.

ARTICLE 3

ASSOCIATION PRIVILEGES AND RIGHTS

- A. The Association will be granted the privilege of using school-owned facilities as follows:
1. The Association will have the privilege of using school buildings at reasonable times for meetings; provided, the date, time and section of the building to be used is cleared and placed on the calendar by the principal of the building to be used prior to the meeting; and provided, such use in no way interferes with the operation or management of the educational program; and further provided, that the Board will not incur any cost in connection with such use.
 2. The Association will be granted the privilege of using school-owned facilities and equipment, at no cost to the Board, at reasonable times provided that such use in no way interferes with the operation or management of the education program. District-owned materials and supplies used by the Association with the principal's approval will be replaced within thirty (30) days. Any equipment damaged must be immediately repaired.
 3. The Association will be granted the privilege of using the teachers' mailboxes, including the privilege of placing organizational material in all teachers' mailboxes. Copies of such materials will be given to the building principals at the time they are placed in the mailboxes, but approval of the materials from the principals or Superintendent will not be required prior to the distribution of material.
 4. The Association will be given the privilege of using a bulletin board or a section of a bulletin board specified by the building principal.
- B. The Association has the following rights:
1. All Association rights are sole and exclusive rights.
 2. The Association will have the right to represent teachers on employment-related matters as detailed in the Agreement.
 3. The Association will have the right to contribute to discussion among teachers at any staff meeting.
 4. The Association will have the right to receive all of the following:
 - a. Complete Board agenda and relevant public documents, prior to the meeting (at the same time that the Board members are provided their copies).

- b. Approved Board minutes.
 - c. All documents of public record upon reasonable request and without charge, including names, addresses, building assignments, contract status, classification, experience, and pay rate of faculty members.
 - d. All written Board policies and procedures.
5. The Association President or designated Association member may address agenda items at Board meetings following a written request concerning those subjects. The request will be in response to the Board agenda and will be received by the Superintendent or designee prior to the regularly scheduled Board meeting.
 6. Each school year the Board will grant up to a total of twelve (12) days with pay for use by the officers and/or representatives of the Association to attend State or local professional association activities. Absent extenuating circumstances, the Association will provide to the building principal at least five (5) days' advance notice of the use of days. The Association Co-Presidents will approve the use of Association days by Association members.
 7. The Association will have the right to meet with its Representative Council after school on the second (2nd) Monday of every month.

ARTICLE 4

PROBLEM SOLVING

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

A. Problem Prevention:

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

B. Informal Problem Solving Process:

1. An informal meeting will be requested by the teachers, or group of teachers, or the Association with the appropriate administrator(s) for the purpose of resolving the concern resulting from the event or condition presenting the problem. The administrator(s) will

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

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

C. Formal Grievance Process:

1. Definitions
 - a. A grievance is a complaint by a teacher(s) of an alleged violation, misinterpretation or misapplication of any provision of this Agreement, Board policies or administrative rules which directly affect teachers.
 - b. A grievant is a teacher or group of teachers, or the Association initiating a grievance. A grievance filed by a group of teachers will have arisen out of identical circumstances affecting each member of said group. When more than one teacher is the grievant, each will sign the grievance. One teacher will serve as the spokesperson for the group during the grievance procedure. A grievance filed by the Association will have arisen out of an Association concern with respect to any alleged violation, misinterpretation or misapplication of this Agreement, Board policies or administrative rules which have not been successfully resolved in the informal problem solving process. When the Association is the grievant, the President or designated Association member will serve as the spokesperson.
 - c. A day will be defined as a school day. After the last day of school, a day will be defined as any day administrative offices are open for regular business.
2. Miscellaneous

- a. The number of days indicated in each step of the procedure will be the maximum.
- b. If the grievant fails to request such meeting within ten (10) days after the grievant knew or should have known of the act or condition on which the grievance is based, the grievance will be considered waived.
- c. If a decision is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed waived and further appeal will be barred.
- d. Hearings held under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree.
- e. A grievant may withdraw a grievance at any step by notifying all parties in writing. Once withdrawn, the grievant will not resubmit that specific grievance.
- f. A grievance occurs only after a teacher has performed the specific task that leads to the grievance, or when no task is involved, when the teacher is aware of the condition or event that leads to the grievance. The teacher must follow the directive of the administrator and file a grievance after performing the assigned task, unless performance would involve a substantial risk to the teacher's health and safety. A grievance is also said to occur when satisfactory resolution is not achieved in the informal problem solving process.

3. Grievance Procedure

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

- Step 2: If the grievant is not satisfied with the written disposition of the grievance by the principal, the grievant, within five (5) days of receipt of the disposition, will send a written request for a hearing before the Superintendent or designee. In addition to the request, the grievant will include a written explanation of the grievance citing the specific section of the negotiated agreement, Board policy or administrative rule that has been violated and the resolution sought. A copy of the request and the grievance will be sent to the president of the Board and the Association. The grievant and the Superintendent or designee may have a representative of choice present at the hearing. The hearing will be held within ten (10) days of the Superintendent's receipt of the request. The Superintendent or designee will render a decision on the grievance within five (5) days of the hearing. The action taken will be reduced to writing and copies sent to the grievant, the principal, the president of the Board and the Association. If the Superintendent does not render a decision in five (5) days, the grievance moves to Step 3.
- Step 3: If the grievant is not satisfied with the Superintendent's or designee's decision, the grievant may appeal to the Board. The written notice of appeal will be filed with the Treasurer of the Board not later than five (5) days after the receipt of the Superintendent or designee's decision. Included in the grievant's appeal will be a description of the grievance citing the specific section of the negotiated agreement, Board policy or administrative rule that has been violated and the resolution sought. If all procedural requirements have been met, the Board will meet with the grievant no later than the next scheduled Board meeting. A special Board meeting may be called. Both the grievant and the Board may choose to have a representative at such meeting. After considering the grievance, the Board will issue a decision within five (5) days to the grievant, the Superintendent, the Principal involved and the Association president. The decision of the Board will be final. Step 3 hearings will be held in executive session, unless the grievant requests a public hearing.

ARTICLE 5

CONTRACTS AND SALARY NOTICES

- A. The Board will follow legally prescribed procedures in issuing contracts and salary notices, except as expressly modified herein. All teachers will confer with the Superintendent or designee whenever there is any question regarding contractual status or compensation.
- B. The observation and evaluation of teachers who are in the last year of limited or extended limited contracts will be conducted in accordance with Article 6 – Evaluation, of this Agreement, and will further include a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to reemploy a teacher pursuant to division (B), (C)(3), (D), or (E) of R.C. 3319.11. The timelines will be extended in any instance in which observation or evaluation may not be completed due to the absence of the member subject to evaluation. In the event that the final observation may not be completed by May 1, or the evaluation report delivered by May 10, the teacher will be awarded a one-year limited contract for the subsequent year. The parties intend, to the fullest extent permitted by law, that the evaluation timelines set forth in this article will supersede any conflicting provision of revised code sections 3319.11 and 3319.111.
- C. A teacher who has taught in the Delaware City Schools for two consecutive years and who is reemployed will be awarded a two-year limited teaching contract except as provided herein. A teacher eligible to be re-employed under a two-year limited teaching contract may be awarded a one-year limited teaching contract upon the recommendation of the building principal. In the event of a recommendation for a one year limited contract the principal will provide written reasons for the recommendation to the teacher. A teacher may opt for a one-year contract at the expiration of any contract.
- D. Eligibility for continuing contract status is as set forth in Section 3319.08 (D) as it existed on the effective date of this Agreement. The service requirement for continuing contract status requires the teacher to have taught within the district for at least three out of the last five years. For those teachers who, prior to their employment within the district, have attained continuing contract in some other Ohio public school district, eligibility for continuing contract status begins after completion of two years of service within the district, and may begin at some sooner date upon recommendation of the Superintendent to the Board of Education. Any teacher who intends to become eligible for a continuing contract at any time during the school year in which the teacher's limited teacher contract expires must notify the building principal, in writing, not later than September 30. Failure to provide notice of intended eligibility will be deemed a waiver of any

claim or eligibility for continuing contract in that school year and the Board of Education may, at its discretion, award a subsequent limited contract for a period of one year.

- E. When a teacher has a continuing or existing limited contract, a salary notice will be issued whenever the teacher's salary changes.
- F. Each teacher who has completed training which would qualify that teacher for a higher salary bracket will file official transcripts with the Treasurer by the thirtieth day of September (for adjustments to be made at the beginning of the year) or the thirty-first day of January (for adjustments to be made mid-year). The Treasurer will then place the teacher in the proper salary bracket.
- G. A member will be paid via a bimonthly pay plan payable on the fifth (5th) and twentieth (20th) of each month beginning on September 5th of each school year. When a payday falls on a weekend or holiday where all District offices are closed, the staff will be paid on the previous working day. This plan will be implemented upon agreement by all other bargaining units. Payroll closing dates will be set by the Treasurer and Superintendent and notice of those closing dates will be given to all members early in the school year.

ARTICLE 6

EVALUATION

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

B. Credentialed Evaluators

1. Each teacher evaluation conducted under this policy will be conducted by a person:
 - a. who is eligible to be an evaluator in accordance with ORC 3319.111(D); established by ODE for being an evaluator.
 - b. who is an employee of the district or a full time contracted service provider.
 - c. who is not a member of the association bargaining unit.
2. Members will be advised of the name of their evaluator by September 30th of each year, or in the case of a new teacher, within thirty (30) days of the first day employed after September 30, they will be notified in writing of the name and position of their evaluator. A member's evaluator may change during the course of the year due to unforeseen circumstances (e.g., leave of absence, separation, etc.) Members who have a legitimate conflict with their evaluator that could interfere with them receiving a fair evaluation, as determined by the Superintendent or designee in their sole discretion will be assigned a different evaluator.

C. Evaluation Timelines:

1. Credentialed evaluators will conduct an evaluation of members subject to this policy in accordance with ORC 3319.111. See Evaluation Chart.
2. All evaluations will be completed by the first (1st) day of May and each member subject to this policy will be provided with a written copy of the evaluation results and a conference will be held between the member and the evaluator by the tenth (10th) day of May.
3. Members will not receive a formal observation or an informal observation (walkthrough) on a day before or after any scheduled extended break from scheduled school days of five (5) days or more; or any approved leave of absence of five (5) days or more days unless mutually agreed upon by both the member and the evaluator. Any such mutual agreement must be reduced to writing and signed by both parties; or mutually agreed to via an exchange of emails.
4. Instructional Round Walkthroughs conducted by members of the administrative team may be used as the educator's informal observation (walkthrough) based on mutual agreement. The Administrative team will provide instructional round feedback to the teacher and the evaluator will provide the informal observation (walkthrough) feedback to the teacher.

D. High Quality Student Data (HQSD)

1. Each teacher will use two measures of district-determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated.

- a. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning.
2. The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education.
3. The teacher must use the data generated from the high-quality student data instrument to critically reflect on student learning, consider student learning needs, inform instruction and measure student learning and progress toward achieving state/local standards.

E. Evaluation Results

1. In the case that a member disagrees with content of an evaluation, the member will have the right to the following appeals process:
 - a. The member will have the right to a meeting with the evaluator in order to present additional evidence or information. The additional evidence or information may be presented in written, visual and/or spoken format. This additional evidence and information will be considered by the evaluator and used to amend the evaluation and the evaluation rating.
 - b. If the evaluator decides against amending the evaluation and evaluation rating, the member will have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the member's personnel file. A copy, signed by both parties, will be provided to the teacher.
2. Members will have up to ten (10) contract days after an evaluation meeting with the evaluator to submit written responses for inclusion in their personnel files related to any of the following four (4) portions of their evaluation:
 - a. The formal write-up shared by the evaluator after the first observation cycle;
 - b. The formal write-up shared by the evaluator after the second observation cycle;
 - c. The formal write-up shared by the evaluator after the optional third observation cycle;
 - d. The final summative evaluation, which includes the level of student growth, the final summative rating of teacher performance and the summative evaluation rating.
3. When a member enters their digital "pin" into the electronic evaluation system and/or physically signs any portion of their evaluation, it is an acknowledgement of the member's receipt of the evaluation materials. It is NOT an acknowledgement of agreement with the

evaluation's contents and/or rating, nor is it a statement regarding the accuracy of the evaluation's contents and/or rating.

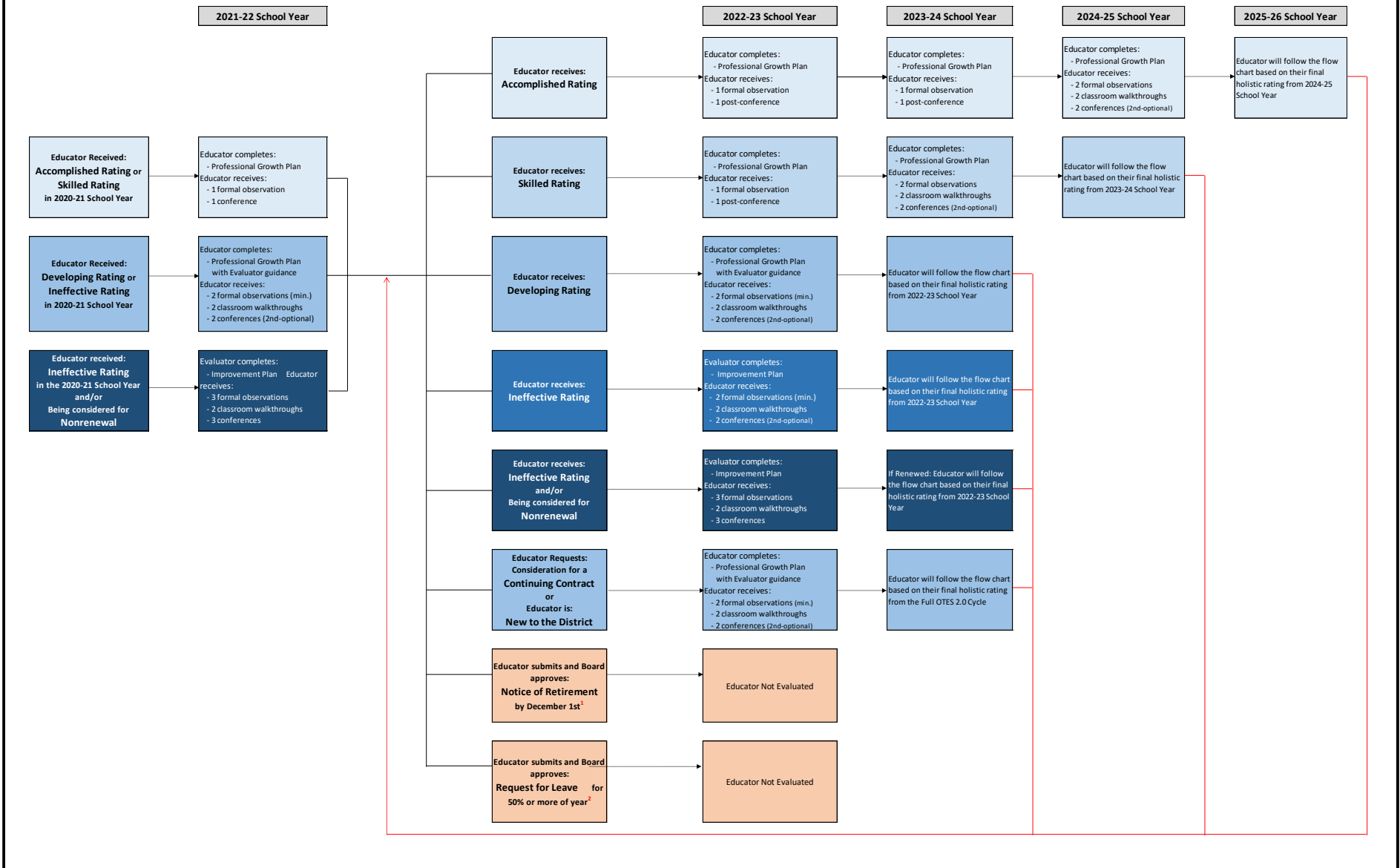
- F. Either the DCEA or the Board may propose to open negotiations prior to the end of this agreement to discuss and adapt Article 6 - Evaluation because of changes that occur to the evaluations process by action of the legislature and/or the Ohio Department of Education. Negotiations will be opened only upon mutual agreement of the DCEA and the Board. The evaluation committee, administration, and the DCEA leadership will all be part of the discussion concerning a proposal to open negotiations. If negotiations are opened mid-term by mutual agreement, no changes will be implemented unless ratified by the DCEA membership and the Board. If either the DCEA or the Board reject the proposed changes, the existing contract language will govern for the term of the Agreement and neither party is permitted to resort to the impasse procedures in this Agreement or in R.C. 4117.14.



Delaware City School District



Educator Evaluation Chart



ARTICLE 7

SICK LEAVE

- A. Teachers will be granted, and may use, sick leave in accordance with Section 3319.141 of the Ohio Revised Code and the provisions of this article.
- B. A teacher who transfers from another public agency into the Delaware City Schools will be credited with the unused balance of the teacher's accumulated sick leave up to the maximum number of days provided in paragraph F of this article. To transfer such leave, the teacher must obtain proper certification of unused sick leave from any prior public employer.
- C. Each newly employed teacher in the Delaware City School District who has not accumulated sick leave elsewhere and each currently employed teacher who has exhausted all sick leave accumulation will be advanced up to ten (10) days sick leave in a contract year as needed. Sick leave advanced to a teacher will be deducted from sick leave earned thereafter. Sick leave accumulation will not exceed fifteen (15) days in any contract year including days advanced.
- D. Any teacher will request the transfer of unused unrestricted personal leave days to sick leave when sick leave is exhausted.
- E. Any teacher who is absent from duty for one-fourth (1/4) day or less will be charged one-fourth (1/4) day of accumulated sick leave for each such absence. Any teacher who is absent from duty for less than one-half (1/2) but more than one-fourth (1/4) day will be charged one-half (1/2) day. A teacher absent more than one-half (1/2) but less than three-fourths (3/4) day will be charged three-fourths (3/4) day. A teacher absent three-fourths (3/4) day or more will be charged a full day of accumulated sick leave. A "day" for purposes of this section will be the regular pupil day in the building or buildings where the teacher is assigned.
- F. Unused sick leave will be cumulative to a total not to exceed two hundred sixty-four (264) days.
- G. Teachers may use sick leave for the following reasons only:
 - 1. Personal illness or injury, including emergency doctor or dentist appointments in connection therewith.
 - 2. Pregnancy.
 - 3. Exposure to contagious disease which could be communicated to others;
 - 4. Absence due to illness, injury or death in the employee's immediate family. "Immediate family" will be defined as husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, parents-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, nephew, niece or anyone who virtually held the position of immediate family, including but not limited to the son, daughter, father, mother, brother or sister of a spouse.

5. Up to five (5) days sick leave will be allowed for the death of any relative other than defined in G.4.
 6. The Superintendent reserves the right to disapprove sick leave which is not used as authorized above.
- H. A member will review their leave request which will be verified by the building principal or designee and sent to central office.
- I. Falsification of any sick leave record or report will be grounds for suspension or termination of employment.
- J. A teacher who is legitimately absent from work and who does not have the necessary sick leave or unrestricted personal leave accumulated or the advanced days from the system or from the sick bank will lose all pay and allowances for the period of absence in the same proportion as listed in Section E above.
- K. Failure to earn back the advanced days of sick leave by a newly employed teacher or a teacher to whom sick leave has been advanced will result in full loss of pay for each day of absence over the total earned sick leave. Teachers will be paid for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity.
- L. Sick Leave/Reserve
1. Each member of the bargaining unit may contribute one day of their sick leave to the sick leave reserve. This is a member to member benefit administered by the district.
 2. Sick Leave Reserve Committee:
 - a. Composition
 - 1) Two DCEA members, appointed by the Executive committee, one of whom will co-chair
 - 2) The Superintendent or designee, who will co-chair
 - 3) One building level administrator
 - b. Responsibilities

The committee members will

 - 1) Monitor the days in reserve
 - 2) Issue requests for donated days as needed
 - 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 their 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, dependents, 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 their accumulated sick leave and has used all possible advances of sick leave under the Agreement, Article 7 (Sick Leave). Days received from the reserve will be used to pay back days advanced by the Board.
- 4) Bargaining unit members will receive a maximum of 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 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.
- 7) Donated sick leave may not be used to defer application for, or receipt of, disability retirement benefits.
- 8) Repeat users may be asked to submit to a physical by a doctor agreed upon by the Sick Leave Reserve Committee.

ARTICLE 8

ASSAULT LEAVE

- A. A teacher who is absent due to physical or verified emotional disability resulting from an unprovoked physical attack upon said teacher, when the assault occurs on Board premises or when the teacher is in attendance at an official school function while in the course of said teacher's

employment, will, subject to the approval of the Superintendent, be granted up to thirty (30) working days assault leave.

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

ARTICLE 9

PERSONAL LEAVE

- A. Paid Leave
 - 1. Full-time members may request three (3) days of unrestricted leave per school year. Less than full-time members may request three (3) times the equivalent of their average current daily assignment as unrestricted personal leave per school year. Unused personal leave will not accumulate from year to year, except as described below.
 - 2. Only full-time members with unused unrestricted personal leave days during the regular school year may choose to (a) have these days converted to sick leave days, or (b) be paid for each unused personal leave day at one-half (1/2) their per diem rate, or roll over one (1) unused personal leave day to the next school year with a maximum accumulation of four (4) personal leave days. If one personal leave day is rolled over to the next school year the teacher may choose (a) or (b) or (c) for the remaining day(s). The members may not convert or be paid for more than three (3) personal leave days in any one year. The Treasurer will credit the day(s) as of June 30 or pay this stipend prior to the beginning of the next school year if possible, or within ninety (90) days of the conclusion of the school

year (June 30), in a lump sum to each eligible member. If a member does not turn in a form designating if the remaining unused personal leave balance is to be converted to sick leave or rolled over, it will automatically be paid out.

3. Requests for personal leave will be submitted on forms provided by the Board at least five (5) days in advance through the teacher's immediate supervisor, except in cases of emergency, in which case requests will be submitted as far in advance of the requested leave as possible. In the case of an emergency when the teacher cannot work, the personal day will be granted retroactively to the date requested on the form.
4. No leave may be taken without the prior approval of the Superintendent or designee.
5. Unrestricted personal leave will not be approved for the following reasons:
 - a. When more than five percent (5%) of the entire faculty is on personal leave simultaneously or more than ten percent (10%) of the faculty of any building is out for personal leave simultaneously.
 - b. During the last three weeks of the school year (the last fifteen (15) school days) no more than 5% of the bargaining unit members in any building or the entire bargaining unit may use personal leave simultaneously
 - c. Exception to the above restrictions will be made when the reason for the requested leave is one of the following reasons:
 - 1) Emergency circumstances which require the teacher to be away from school.
 - 2) Conduct of personal legal business not involving the Board.
 - 3) Compulsory court appearances where the Board is not a party, except jury duty.
 - 4) Graduation or marriage of the teacher or a relative in the "immediate family" as defined in Article 7.
 - 5) Religious holidays not included in the school calendar.
 - 6) Death or serious illness of a close personal friend.
 - 7) Personal obligations:
 - a) Religious
 - b) Transporting a family member for health care.
 - 8) The Superintendent has the authority to grant partial or full days of unrestricted personal leave in the same proportions as provided in Article 7, Section E, if it is deemed such days are necessary.

B. Religious Leave

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

C. Unpaid Leave

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

D. Family and Medical Leave Act

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

ARTICLE 10

OTHER LEAVES OF ABSENCE

A. Pregnancy Leave

1. Subject to the specifications and the requirements of Article 7 and Section 3319.141 of the Ohio Revised Code, a pregnant teacher may use accumulated paid sick leave. The teacher may be required to provide a statement from her physician substantiating that a disability exists.
2. If a pregnant teacher prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the teacher may apply for either (a) an unpaid leave of absence which will be granted for the period of disability resulting from her pregnancy pursuant to Section B of this Article and Section 3319.13 of the Ohio Revised Code, or (b) an unpaid leave of absence for the balance of the school year.

B. Unpaid Leave for Illness or Disability

1. A teacher may apply for a leave of absence for illness or other disability without pay or benefit for a period not to extend beyond the teacher's contract year in the case of a limited contract teacher, and for a period not to extend beyond the end of the current school year in the case of a continuing contract teacher. A continuing contract teacher may thereafter

apply in writing for an extension of the leave to the maximum provided by Section 3319.13 of the Ohio Revised Code.

2. A request for such leave of absence will be submitted in writing, will state specific expiration date of the requested leave, and may be required to provide a written statement from the teacher's physician substantiating that an illness or disability exists requiring the requested leave of absence.
3. The Board will not be obligated to return a teacher to active status with pay and benefits prior to the expiration date of the leave of absence granted for illness or disability. If the leave granted to a limited contract teacher extends beyond June 1 of the teacher's contract year, the Board is not obligated to re-employ the teacher for the next school year if notice of non-renewal is given on or before June 1 of the teacher's contract year.

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

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

D. Unpaid Childcare Leave of Absence

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

1. during pregnancy,
2. after any necessary use of sick leave before and/or after delivery, inclusive of delivery by the member's married spouse,
3. any date within ten (10) calendar days before or after the member's married spouse, obtaining custody of an adopted child, or
4. any date during a documented illness or injury to the member's child, or the child of the member's domestic partner, reasonably requiring the presence of the member.

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

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

E. Leaves of Absence for Professional Improvement

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

1. The teacher will present to the Superintendent for approval a plan for professional growth prior to such a grant of permission.
2. At the conclusion of the leave the teacher will provide evidence that the plan was followed.
3. The teacher will return and serve in the district for a period of at least one (1) year unless the Board agrees otherwise at the end of the leave or unless the teacher has completed twenty-five (25) years teaching in Ohio.
4. No leave will be granted unless a suitable substitute is available.
5. No more than five percent (5%) of the professional staff may be granted such leaves at the same time.
6. The part salary allowed the teacher will not exceed the difference between the teacher's expected salary and the salary paid the substitute and will be paid in thirds on the 2nd pay in November; the 2nd pay in February; and the 2nd pay in May during the year of their return.
7. No such leave will be requested for more than one year; and extension may be requested in writing through unpaid leave status. The same teacher will not be granted such leave more than once in five (5) years of service.

8. Teacher participation in a teacher exchange program approved by the Ohio Department of Education will be compensated with full pay and benefits providing it is at no additional cost to the Board.

F. Purchase of Benefits

If a leave of absence is granted and the insurance carrier permits under Cobra guidelines, the teacher at their expense may continue hospitalization, major medical, and group term life

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

H. Misuse of Leave

Falsification of any of the aforesaid signed statements or the physicians' certificates will be grounds for termination of employment.

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

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

K. Adoption Leave

Teachers working towards adoption can utilize up to 10 days of paid sick leave to complete the tasks associated with adoption. Appropriate paperwork will be presented from member to human resources to show need for time off.

ARTICLE 11
PAYMENT FOR CANCELLATION
OF UNUSED SICK LEAVE UPON RETIREMENT

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

A = Unused sick leave up to a total of 264 days.
D = The full day per diem pay rate of the teacher on the last day the teacher worked before retirement.
 7. Maximum severance days will equal sixty-six (66) days.
 8. If the retiring member notifies the Board after the first District workday in March and on, or before, the first District workday in April of intent to retire and completes the school year, they will receive four (4) severance days as a bonus. Or if the retiring member notifies the Board on, or before, the first District workday in March of intent to retire and completes the school year, they will instead receive five (5) severance days as a bonus.

ARTICLE 12
COMPULSORY COURT APPEARANCES

- A. The Board will pay a teacher called for jury duty at the teacher's regular rate of pay. The Board will grant allowance (with receipts) for parking fees and one meal per day to come from the

compensation the teacher receives for jury duty. Excess compensation will be turned over to the Treasurer of the Board.

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

ARTICLE 13

PAYROLL DEDUCTIONS

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

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

- E. Payroll deductions must be arranged before the payroll closing dates as set forth by the Superintendent and Treasurer in order to take effect at the next succeeding payroll. When requested in writing by a teacher, such deduction(s) will be stopped with the next succeeding pay.
- F. Direct deposits of paychecks may be made to any bank permitting electronic transfers. Effective September 30, 2012, all members will be required to have their checks directly deposited.

ARTICLE 14

VACANCIES, TRANSFERS AND ASSIGNMENT

A. General Provision

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

B. Vacancies

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

6. Teachers will have access to sign up for email notification of all job postings.

C. Transfer and Exchange

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

2. Voluntary Transfer

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

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

3. Involuntary Transfer

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

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

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

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

4. Exchanges

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

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

- c. The building administrator will announce in writing at least five (5) days prior to any decision that an exchange regarding specified grade levels or positions is under consideration. In the case of an exchange involving staff in more than one building, the staff and administrators of both buildings will be notified.
- d. Staff in building(s) affected by a proposed exchange must notify their building administrator(s) of their interest in being considered for an exchange not later than the fifth day following the announcement.
- e. The building administrator will have the authority to initiate and/or approve all exchanges, including both voluntary and involuntary exchanges. All staff who have requested exchange will be notified of the results of the request.
- f. Any staff member who has requested and not been granted exchange will be notified of reasons why the member was not selected. Staff members made a part of an involuntary exchange will be notified of the reasons for the exchange. Staff members involuntarily exchanged or denied a requested exchange will be permitted to appeal the exchange to the Superintendent.
- g. Grade level changes due to curriculum design will not be considered exchanges.

D. Reassignment

Reassignment will be defined as the assignment of a teacher to a grade level or subject area other than the one(s) previously taught whether such service is to be performed in the same building or within the district, when no vacancy exists. See Article 26 (Board of Education Rights) A.5.

ARTICLE 15

JOB SHARE

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

- A. The Board, upon annual review and recommendation by a job-sharing committee, may grant teachers job-sharing opportunities.
 - 1. Composition of committee: Two DCEA members, appointed by the Executive committee, one of whom will co-chair, a building level administrator, and the Superintendent/designee, who will co-chair.
 - 2. Responsibilities of committee: review job-share applications and make recommendations to the Superintendent.
- B. Teachers interested will assume responsibility for finding job-sharing partners. No teacher will be required to job share.

- C. Responsibilities of the job share partners would be divided and/or allocated according to Board policy (Form 3120.10) designed by the job-sharing partners and presented to the job-sharing committee on or after February 1st but prior to March 1st.
- D. Employees working in such positions will be paid at one-half of their regular salary and be eligible for all Board benefits, with the Board's responsibility being no more than the cost of one full-time employee. In order to receive full benefits, employees are responsible for the portion not paid for by the Board.
- E. Both staff members involved will participate in all parent/teacher conferences, workdays, and in-service activities as required by the district.
- F. The length of contract will be the same as those stated in the negotiated agreement.
- G. The two staff members involved are expected to substitute for one another whenever possible and will be responsible for "balancing" the days taught by the end of the year.
- H. In the event one of the job share employees resigns, the remaining employee will perform the duties of the position full-time.
- I. Upon dissolution of the job sharing partnership, each job sharing teacher will be guaranteed a full-time position in the school from which they left if a position is available. If not available, they will be given a full-time position for which they are certificated within the school district. If no open positions are available in the district, refer to Article 30, Reduction in Force.
- J. Each teacher will acquire one (1) year district seniority for each year of job sharing. In regard to State Retirement System (STRS) service credit for the year of job sharing, it is the teacher's responsibility to contact STRS to determine the amount of service credit they will receive from STRS.

ARTICLE 16

REEMPLOYMENT OF RETIRED TEACHERS

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

- A. PRT's will be bound by all terms of the bargaining unit contract in effect at the time of their employment, except for those specifically excepted by this article.
- B. For the purposes of salary placement, a PRT will be credited with all earned training/education and will be granted up to five (5) years' service credit upon initial employment.

- C. The re-employed teacher will be advanced one year on the salary schedule but will not exceed step 10 of the salary schedule effective for all retire/rehires after August 1, 2004.
- D. The re-employed teacher will be eligible for Board-paid health/medical insurance only if they are not eligible for coverage through STRS.
- E. The contract of employment will be for one year and is automatically non-renewed at the conclusion of that year without the need for compliance with ORC Sections 3319.11 and 3319.111. Re-employed teachers will be evaluated in accordance with Article 5, Section B.
- F. The re-employed teacher will not resume and is not eligible for continuing contract status during any period of reemployment with the District.
- G. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article 30 (Reduction in Force) C. 1 and 2.
- H. Such reemployment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such reemployment contract.
- I. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such reemployment.
- J. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- K. PRT's have no guarantee of reemployment.
- L. PRT's have no guarantee of reemployment in the same assignment.
- M. Transfers of current employees should be done before the hiring of retired teachers.

ARTICLE 17

TEACHER/PUPIL RATIO

- A. The Board will comply with state statutes in arriving at teacher/pupil ratio. Efforts will be made to equalize class loads. Efforts will also be made to establish appropriate target numbers for grade levels given a variety of impacting factors. These factors include, but are not limited to facilities, finances, types of classes, instructional techniques, and the like. In classes where physical limitations exist as to the number of functional student workstations, the number of students will not exceed the physical facilities necessary to provide effective instruction. It is understood that all references herein refer to art and general music teachers as well as general education teachers.
- B. The ratio of teachers to pupils on a district-wide basis will be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio will be calculated in accordance with sections 3317.02 and 3317.023 of the Revised Code.

Note: The following is from Ohio Department of Education Elementary and Secondary Standards: The ratio of teachers to pupils in kindergarten through fourth grade on a district-wide basis will be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio will be calculated in accordance with sections 3317.02 and 3317.023 of the Revised Code. The effective date of this requirement will be September 1, 1986. A minimum of five (5) full-time equivalent educational service personnel will be employed on a district-wide basis for each one thousand (1,000) pupils in average daily membership. Said ratio will be calculated in accordance with sections 3317.02 and 3317.023 of the Revised Code. Educational service personnel will be assigned to at least five of seven areas: counselor, librarian, school nurse, visiting teacher, and elementary art, music, and physical education. Educational service personnel assigned to elementary art, music, and physical education will hold the special teaching certificate in the subject assigned.

- C. The following guidelines under the current district configuration will be used when target goals cannot be followed due to facilities, budget, etc.:
1. When the number in a classroom exceeds 25 students in K-1 and 27 students in 2-4, within ten (10) contract days:
 - a. A meeting will be held between the building and/or district administrator and member(s), at which time a consensus will be reached to alleviate the overcrowding. Alternatives to be considered may include but are not limited to the following:
 - 1) transfer of new student(s) to another room within the building,
 - 2) transfer new student(s) to another classroom in the district,
 - 3) assignment of an educational aide dedicated primarily to assisting with alleviating the effects of the large enrollment, or
 - 4) addition of a new classroom teacher for that grade level.
 - 5) Overage Payment
 - a) For each pupil in excess of the maximum number of pupils in K4 regular self-contained classrooms the unit member will be compensated at the rate of \$6.00 per day per pupil.
 - b) The administration will have up to five (5) days to inform the member and building representative in writing via a physical or digital document of any steps taken to alleviate the situation.
 2. When the total pupil load exceeds 150 pupils for an individual member at grades 5-8 (excluding classes such as band, orchestra, choir) within ten (10) contract days:

- a. A meeting will be held between the building administrator and member about how to alleviate the overcrowding in that classroom. Possible alternatives which may be used are:
 - 1) Assignment of an educational aide dedicated primarily to assisting with alleviating the effects of the large enrollment,
 - 2) Reduction of non-instructional duties during the student day, or
 - 3) The addition of a new classroom teacher for that grade level/subject area.
 - 4) Overage Payment
 - a) For each pupil in excess of the maximum number of pupils in 58 classrooms the unit member will be compensated at the rate of \$6.00 per day per pupil.
 - b) The administration will have up to five (5) days to inform the member and building representative in writing via a physical or digital document of any steps taken to alleviate the situation.

- 3. When the total pupil load exceeds 150 pupils for an individual member at grade levels 9-12 (excluding classes such as band, orchestra, and choir); within ten (10) contract days a discussion will occur between the building administration and the affected member about how to alleviate the overcrowding in that classroom.
 - a. Possible alternatives which may be used are:
 - 1) Assignment of an educational aide dedicated primarily to assisting with alleviating the effects of the large enrollment,
 - 2) Reduction of non-instructional duties during the student day (if the member has such duties), or
 - 3) The addition of a new classroom teacher for that grade level/subject area.
 - 4) Overage Payment
 - a) For each pupil in excess of the maximum number of pupils in 9-12 classrooms the unit member will be compensated at the rate of \$6.00 per day per pupil.
 - b) The administration will have up to five (5) days to inform the member and building representative in writing via a physical or digital document of any steps taken to alleviate the situation.

- D. While these numbers may not be reached during this Agreement, the following target goals are established: Kindergarten –1 (16-20); grades 2-4 (17-22); grades 5-8, (18-24); and grades 9-12, (18-28). In no case are these target goals to be absolute.

- E. Staff will work as a team to provide quality programs for students with an individualized education plan. Classroom teachers and specialized area teachers (such as music, art, and P.E.) who teach students on an I.E.P., will discuss the student's placement and program with the I.E.P. team. If the placement of a student on an I.E.P. into a classroom setting significantly disrupts the education of other students, the teacher may request the IEP team be reconvened. Additional support for the student with an I.E.P and/or classroom teacher, may be required to ensure that all students receive a quality education in the classroom. The parties recognize and acknowledge that the provisions of this Negotiated Agreement will not supersede the provisions of state or federal law governing the rights of pupils with disabilities.
- F. Intervention Specialists and related service providers who have primary responsibility for preparing, writing and implementing IEPs, alternate assessments and other mandated documentation, will be granted release time for two (2) or three (3) workdays without students within the contract year for IEP Preparation, alternate assessments and other mandated documentation and other work relating to their assignment. The workdays may be used at any time during the contract year as needed. The actual date(s) will be mutually agreed upon by the teacher and the building principal. An Intervention Specialist or related service provider who has less than eleven (11) students on their caseload will be granted two (2) workdays. An Intervention Specialist or related service provider who has eleven (11) or more students on their caseload will be given three (3) workdays. Should the need arise, Intervention Specialists and related service providers may request additional days through their building principal.
- Additionally, clerical support will be provided in coordination with building administrators for Intervention Specialists and related service providers (i.e., Speech and Language Pathologists) to assist them in routine paperwork, copying and scheduling.
- G. In making an assignment of a member to two (2) or more buildings, the administration will consider the buildings' proximity. An itinerant member is defined as any member assigned to two (2) or more buildings. Each itinerant member will be provided and scheduled adequate time for travel for each trip. Any itinerant member who is required to travel will not leave a class while still in session nor be scheduled to arrive at a class already in session. The member will be reimbursed for mileage at a rate equivalent to that established by the IRS each year.
1. An itinerant member who believes they do not have "sufficient time" to travel between buildings will notify their supervisor in writing that they would like an investigation to determine if there is "sufficient time" allowed for their travel. There will be a joint (DCEA Co-President/designee and Administration) investigation that will be completed within five (5) workdays from receipt of the notice. If the parties are still in dispute as to whether there

is “sufficient time,” the member may file a grievance that will go directly to step 2 of problem-solving as outlined in Article 4.

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

ARTICLE 18

SCHOOL CALENDAR/CONTRACT DAY

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

language and guidance). Within the contract week each elementary member will also have two (2) thirty (30) consecutive minute duty-free periods before or after the student contact day. Members will have input on when the thirty (30) minute periods will occur. See Articles 29, Staff Development/Professional Growth, and 31, Meetings for additional obligations.

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

3. Intervention Specialists will have one protected individual caseload/paperwork period guaranteed for all Middle School and High School Buildings. High school will be one period within the day and middle school will work with building administration to determine the protected time period.
- D. Kindergarten teachers may be required to work prior to the first student day for testing and assessing incoming student skill levels. In recognition of the days rendered, those members not otherwise receiving additional compensation for additional workdays will be compensated at their per diem rate.
- E. Members who are required by administration or law to attend meetings outside of the contract day, excluding Article 31 – Meetings, and are not otherwise receiving additional compensation for such meeting greater than the compensation outlined in this Article will be compensated as follows: If, in one school year, the member attends at least eight (8) meetings that extend at least thirty (30) minutes outside the contract day, the member will be paid \$200.
- F. Members may be required to write District grade level and/or subject area curricula. Those members will be compensated at twenty-eight dollars (\$28) per hour.
- G. Teachers will be paid for all time lost when the schools in which they are employed are closed due to an epidemic or other public calamity, and for the time lost due to illness or otherwise for not less than five days annually. In the event that the district utilizes more than five calamity days, teachers will be expected to work from home on the 6th and subsequent days.

ARTICLE 19

SUBSTITUTES

- A. The Board will employ qualified substitutes when available for all bargaining unit members.
- B. Procedures to be followed for arranging a substitute are specified in the teachers' handbook.
- C. Compensation for teachers covering classes in the absence of substitutes.
 1. Teachers assigned to cover classes will be paid additional compensation at the rate of \$20.00 per class period for each substitute class. The maximum amount that may be paid a

teacher for class substitution for any one day may not exceed the substitute daily rate of pay.

2. Teachers substituting for team-taught classes will be paid one-half of the substitute rate.
3. If a class is divided between two or more substituting teachers, each will be paid a proportional amount of the substitute rate.

Substituting teachers will complete time sheets recording class coverage. All time sheets will be forwarded to the Treasurer's office no later than noon of Wednesday following the previous pay date to ensure payment on the next paycheck.

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

ARTICLE 20

INSURANCE AND BENEFITS

- A. Effective August 1, 2014, the Board will pay 80% of the health care insurance plan premium and each eligible teacher will pay 20% of the premium for both single and family coverage. If both husband and wife or domestic partners are employed full-time by the Delaware City School District, the maximum Board contribution toward the cost of family coverage will be the sum of the Board premium contribution toward family coverage plus the employees’ share of two single insurance benefit plans. Spouses married and employed by the district prior to January 1, 2008 retain their current premium exemption. Family coverage includes married spouse and any dependent children of the member or married spouse.
- B. Health care benefits plan premiums for new enrollees will be deducted and paid by the Board with the first open date after September 1 each year. Notification of new or changes in enrollments must be received by the Treasurer no later than thirty (30) days following a qualifying event (including new hires).

- C. If a teacher’s health care benefit coverage is provided through a spouse's plan, a teacher may opt out of the district’s health benefits insurance plan by submitting a request in writing along with proof of insurance to the Treasurer’s office. Upon receipt, the Treasurer will process the request within fifteen (15) days. Reinstatement into the health care benefits plan is permissible, and upon request to the Treasurer, will be done so according to the rules set forth by the carrier (during open enrollment or due to a qualifying event).
- Any member who enrolls in District health insurance benefits for a minimum of six (6) consecutive months and who thereafter forgoes District health insurance benefit by switching to or enrolling in a spouse’s non-District plan -will be eligible for an annual payment of \$1,000.00. Such payment will be made in one (1) lump sum not later than the first pay in February. Any such member who opts out of coverage in the District’s insurance plan is not eligible to return to the plan for a minimum of twelve (12) months, unless the employee experiences a “qualifying event” that leaves him/her without insurance coverage. The request form and proof of coverage must be submitted to the treasurer’s office no later than January 10.
- D. Employees whose spouses who are currently on the District insurance plan and whose spouses are eligible for and enrolled in PPACA compliant coverage through their employer may have their spouse opt of the District’s insurance plan in exchange for a one-time, lump sum payment of \$1,000.00. The request form and proof of coverage must be submitted to the treasurer’s office no later than January 10.
- E. Any member who was enrolled in the District health plan with family coverage, and who thereafter switched to a district health plan with single coverage will receive a one-time, lump sum payment of \$1,000.00. The request form and proof of the change must be submitted to the treasurer’s office no later than January 10.
- F. As of January 1, 2019, the District insurance plan includes but is not limited to the benefits delineated in the table below:
- The district will offer an insurance plan consisting of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) (only) with coverage levels as specific in the current contract. Member HSA accounts will be seeded in the amounts of two thousand two hundred dollars (\$2,200.00) for a family plan, and one thousand one hundred dollars (\$1,100.00) for the single plan for the term of this agreement.
- HSA seeding for new hires or those who experience a “qualifying event” and enroll mid-year will be prorated.

High Deductible Health Plan with Health Savings Account

BENEFITS	IN- NETWORK	OUT OF NETWORK
Deductible (calendar year)		
Single	\$1,500	\$3,000
Family	\$3,000	\$6,000
Non-Embedded Deductible – <u>For Family Plan</u> the full family deductible must be met before coinsurance applies.		
Coinsurance	90% after deductible	70% after deductible
Maximum Out-of-Pocket Deductible & Coinsurance		
Single	\$3,000	\$6,000
Family	\$6,000	\$12,000
The out of pocket maximum (OOPM) includes the deductible & if more than one person is covered under a family policy then the single OOPM stated above does not apply.		
Physician/Office Services		
Office Visit (Illness/Injury)	\$25 copay PCP/Specialist after deductible	70% after deductible
Virtual Visit (Illness/Injury)	\$25 copay after deductible (Current copay is less @\$20)	70% after deductible
Preventative Services	Covered per PPACA	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Chiropractic 24 visit limit	\$25 copay after deductible	70% after deductible
Outpatient Services		
Emergency Room	\$100 copay after deductible	\$100 copay after deductible
Urgent Care	\$50 copay after deductible	70% after deductible

Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility 180 day limit per calendar year	90% after deductible	70% after deductible
Additional Services		
Routine Endoscopic Services	90% after deductible	70% after deductible
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare 200 visit limit per calendar year	90% after deductible	70% after deductible
BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Hospice 360 day lifetime limit	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services	\$20 copay individual visit after deductible \$10 copay group visit after deductible	70% after deductible
Pharmacy		
	Pharmacy accumulates toward the medical deductible	Pharmacy accumulates toward the medical deductible
Retail	\$15/\$25/\$35 after deductible	\$15/\$25/\$35 after deductible
Diabetic Maintenance Supplies	Included in pharmacy	Included in pharmacy

Mail Order	\$25/\$50/\$75 after deductible	Not Covered
Vision Plan		
	\$25 copay after deductible vision exam only - limited to one every year.	Not Covered

G. Terms:

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

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

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

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

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

H. Teachers, regularly scheduled and employed half-time or more, are eligible to receive insurance benefits.

I. The Board will provide \$25,000 term life and accidental death/disability insurance for each eligible teacher.

J. Effective August 1, 2014, the Board will pay 80% of the dental insurance plan premium and each eligible member will pay 20% of the premium. Spouses married and employed by the district prior to January 1, 2008 will be limited to one family plan and the Board will cover 100% of the cost.

K. An Insurance Review Committee consisting of members of DCEA, OAPSE, UE, and administration will meet quarterly. This committee’s responsibilities will include: monitoring insurance costs; reviewing and modifying benefits; participating in discussions in selection of insurance carriers and/or third-party administrators for the health benefits plan and to develop such proposals as the committee deems appropriate concerning the level of health care insurance benefits. Any changes must be ratified by each party.

ARTICLE 21

SUPPLEMENTAL PAY

A. The assignment of all extra duties for extra pay is the responsibility of the Superintendent. All extra pay must be covered by supplemental contracts. Where direct supervision of students is involved, supplemental contracts for extra duty are issued contingent upon there being sufficient student demand for the services in the opinion of the Superintendent. The Board reserves the right to pay for extra duties not shown here and to leave vacant any position listed. Years of continuous service are applicable only to supplemental contracts with the same or substantially similar duties. Any dispute regarding years of service for supplemental compensation will be presented to and resolved by the Supplemental Contract Review Committee. The decision of the Committee will be final and not subject to review through the problem solving procedures of Article 4 of this Agreement.

SUPPLEMENTAL INDEX

YEARS OF SERVICE

	(0-2)	(3-4)	(5-6)	(7-8)	(9+)
Group 1	.15	.16	.17	.18	.19
Group 2	.11	.12	.13	.14	.15
Group 3	.10	.11	.12	.13	.14
Group 4	.08	.09	.10	.11	.12
Group 5	.07	.08	.09	.10	.11
Group 6	.06	.07	.08	.09	.10
Group 7	.05	.06	.07	.08	.09
Group 8	.04	.05	.06	.07	.08
Group 9	.03	.04	.05	.06	.07
Group 10	.02	.03	.04	.05	.06

B. Supplemental Contract Review Committee

The Supplemental Contract Review Committee (hereafter, the “Review Committee”) will consist of two building principals, as designated by the Superintendent, the athletic director, and not more than seven (7) members who are representatives of supplemental contract areas, to be jointly selected by the Association President and the Superintendent or designee, including two (2) elementary, two (2) middle, two (2) high school, and one (1) member of the DCEA executive team.

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

2. The Review Committee will evaluate and make recommendations to the Board regarding continuation or modification of existing supplemental contract job descriptions, the need for new supplemental contract positions together with proposed job descriptions for such positions and the need for elimination of supplemental contract positions no longer necessary.
3. The Committee will review and make recommendations to the Board regarding fair and equitable compensation of supplemental contract positions, including the relative placement of positions on the supplemental group list as well as the compensation to be paid supplemental contract positions.
4. The Committee will also develop and recommend procedures for the evaluation of supplemental contract performance and recommend such evaluation procedures to the Board.
5. The Review Committee will have no authority to alter or change the provisions of this Agreement provided, however, that any new supplemental positions created by the Board during the term of this Agreement will be subject to negotiations for a successor agreement.
6. The following appeals processes will be available:
 - a. Procedures for adding new supplemental contracts will be the following:
 - 1) Discuss position idea with the building principal, athletic director, or District administrator;
 - 2) Fill out a supplemental activity report form;
 - 3) Send the supplemental activity report form to the supplemental review committee;
 - 4) The supplemental review committee will score the rubric based on the information given in the supplemental activity report form;
 - 5) The supplemental review committee will make a recommendation to the Superintendent and Association Executive Council;
 - 6) The Superintendent and Association Co-Presidents will do a Memorandum of Understanding to the Agreement if approved.
 - b. If an employee feels that their supplemental contract is not placed in the correct group, they can fill out the supplemental activity report form and turn it in to the supplemental review committee. The committee will score the rubric based on the information given in the supplemental activity report form and will then make a recommendation to the Superintendent and Association Executive Council if a change is needed.

- C. A break in continuous supplemental service does not cause a teacher to lose accrued experience, provided they remain a teacher of the district.
- D. If a teacher is to receive supplemental contracts for concurrent activities, then the teacher must demonstrate in writing to the Superintendent that all multiple supplemental position requirements will be met. For example, if no assistant is hired in a particular area, the head advisor of that area may apply for the assistant position. The head advisor will be hired for the assistant position subject to the aforementioned written demonstration and subject to Article 21 (Supplemental Pay) A.
- E. Index is based on the MA-0 step on the current salary schedule and year(s) of experience are initiated and earned in the same fashion as the salary schedule.
- F. All year-round supplemental positions will be paid in thirds. The first increment will be paid after one-third (1/3) of the contract is completed. Seasonal sports will be paid within the next two (2) pays following the end of that season. Spring sports will be paid following the first pay after the season ends.
- G. Qualified, licensed personnel for vacant supplemental positions will be pursued aggressively. Available positions will be posted pursuant to Article 14 (Vacancies, Transfers, and Assignment), Section B-2 of this Agreement. If the vacancy is not filled, it will then be advertised locally for qualified, licensed personnel not employed by the district.
- H. Supplemental contracts, extended service contracts and contracts funded by federal programs will expire automatically at the end of the contracts. Notice of non-renewal under Section 3319.11 of the Ohio Revised Code will not be required.
- I. Supplemental Groups are as follows:

Building	Number	Positions	Group	Type
Dempsey	2	6th Grade Camp Coordinator	9	Extracurricular
Dempsey	3	8th Grade Trip Coordinator	9	Extracurricular
Hayes	1	African American Student Coalition	9	Extracurricular
Dempsey	1	Art Club	8	Extracurricular
Hayes	1	Art Club	8	Extracurricular
District	1	Art Show Development Coordinator	9	Extracurricular
Dempsey	1	Athletic Coordinator - Fall	8	Athletics
Dempsey	1	Athletic Coordinator - Winter	8	Athletics
Dempsey	1	Athletic Coordinator - Spring	8	Athletics
Hayes	1	Auditorium Site Manager - 1st Semester	4	Performing Arts
Hayes	1	Auditorium Site Manager - 2nd Semester	4	Performing Arts
Hayes	1	Band - Director	1	Performing Arts
Hayes	1	Band - Assistant Director	6	Performing Arts
Hayes	1	Band - Color Guard - Fall	6	Performing Arts
Hayes	1	Band - Color Guard - Winter	6	Performing Arts
Hayes	1	Band - Pep	6	Performing Arts
Hayes	1	Band - Percussion	6	Performing Arts
Dempsey	1	Band - Director	6	Performing Arts

Building	Number	Positions	Group	Type
Dempsey	1	Band - Jazz	7	Performing Arts
Hayes	1	Baseball - Head Coach - Varsity - Boys	2	Athletics
Hayes	1	Baseball - Assistant Coach - Varsity - Boys	6	Athletics
Hayes	1	Baseball - Head Coach - JV - Boys	6	Athletics
Hayes	1	Baseball - Head Coach - Freshman - Boys	6	Athletics
Dempsey	1	Baseball - Head Coach - 8th Grade - Boys	6	Athletics
Dempsey	1	Baseball - Head Coach - 7th Grade - Boys	6	Athletics
Hayes	1	Basketball - Head Coach - Varsity - Boys	1	Athletics
Hayes	1	Basketball - Assistant Coach - Varsity - Boys	5	Athletics
Hayes	1	Basketball - Head Coach - JV - Boys	6	Athletics
Hayes	1	Basketball - Head Coach - Freshman - Boys	6	Athletics
Dempsey	1	Basketball - Head Coach - 8th Grade - Boys	6	Athletics
Dempsey	1	Basketball - Head Coach - 7th Grade - Boys	6	Athletics
Hayes	1	Basketball - Head Coach - Varsity - Girls	1	Athletics
Hayes	1	Basketball - Assistant Coach - Varsity - Girls	5	Athletics
Hayes	1	Basketball - Head Coach - JV - Girls	6	Athletics
Hayes	1	Basketball - Head Coach - Freshman - Girls	6	Athletics
Dempsey	1	Basketball - Head Coach - 8th Grade - Girls	6	Athletics
Dempsey	1	Basketball - Head Coach - 7th Grade - Girls	6	Athletics
Hayes	1	Bowling - Head Coach - Varsity - Boys and Girls	4	Athletics
Hayes	1	Bowling - Assistant Coach - Varsity - Boys and Girls	6	Athletics
Carlisle	1	Building Level Advisory Leader - Grades K-2	6	Building Team
Carlisle	1	Building Level Advisory Leader - Grades 3-5	6	Building Team
Carlisle	1	Building Level Advisory Leader - Related Services	6	Building Team
Conger	1	Building Level Advisory Leader - Grades K-2	6	Building Team
Conger	1	Building Level Advisory Leader - Grades 3-5	6	Building Team
Conger	1	Building Level Advisory Leader - Related Services	6	Building Team
Schultz	1	Building Level Advisory Leader - Grades K-2	6	Building Team
Schultz	1	Building Level Advisory Leader - Grades 3-5	6	Building Team
Schultz	1	Building Level Advisory Leader - Related Services	6	Building Team
Smith	1	Building Level Advisory Leader - Grades K-2	6	Building Team
Smith	1	Building Level Advisory Leader - Grades 3-5	6	Building Team
Smith	1	Building Level Advisory Leader - Related Services	6	Building Team
Woodward	1	Building Level Advisory Leader - Grade PreK	6	Building Team
Woodward	1	Building Level Advisory Leader - Grades K-2	6	Building Team
Woodward	1	Building Level Advisory Leader - Grades 3-5	6	Building Team
Woodward	1	Building Level Advisory Leader - Related Services	6	Building Team
Hayes	1	Cheerleading - Head Coach - Varsity - Fall	4	Athletics
Hayes	1	Cheerleading - Head Coach - Varsity - Winter	4	Athletics
Hayes	1	Cheerleading - Head Coach - JV - Fall	6	Athletics
Hayes	1	Cheerleading - Head Coach - JV - Winter	6	Athletics
Hayes	1	Cheerleading - Head Coach - Freshmen - Fall	6	Athletics
Hayes	1	Cheerleading - Head Coach - Freshmen - Winter	6	Athletics
Dempsey	1	Cheerleading - Head Coach - 8th Grade - Fall	7	Athletics
Dempsey	1	Cheerleading - Head Coach - 8th Grade - Winter	7	Athletics
Dempsey	1	Cheerleading - Head Coach - 7th Grade - Fall	7	Athletics
Dempsey	1	Cheerleading - Head Coach - 7th Grade - Winter	7	Athletics

Building	Number	Positions	Group	Type
Hayes	1	Chess Club	8	Extracurricular
Dempsey	1	Choreographer	6	Performing Arts
Hayes	1	Choreography - Singers	7	Performing Arts
Hayes	1	Cross Country - Head Coach - Varsity - Boys and Girls	3	Athletics
Hayes	1	Cross Country - Assistant Coach - Varsity - Boys and Girls	6	Athletics
Dempsey	1	Cross Country - Head Coach - 7th and 8th Grade - Boys and Girls	6	Athletics
Dempsey	1	Cross Country - Assistant Coach - 7th and 8th Grade - Boys and Girls	7	Athletics
Dempsey	1	Department Chair - English Language Arts	6	Building Team
Dempsey	1	Department Chair - Math	6	Building Team
Dempsey	1	Department Chair - Related Arts	6	Building Team
Dempsey	1	Department Chair - Science	6	Building Team
Dempsey	1	Department Chair - Social Studies	6	Building Team
Dempsey	2	Department Chair - Special Education	6	Building Team
Hayes	1	Department Head - Aerospace (AFJROTC)	6	Building Team
Hayes	1	Department Head - Applied Sciences	6	Building Team
Hayes	1	Department Head - Art	6	Building Team
Hayes	1	Department Head - English	6	Building Team
Hayes	1	Department Head - Foreign Languages	6	Building Team
Hayes	1	Department Head - Guidance	6	Building Team
Hayes	1	Department Head - Math	6	Building Team
Hayes	1	Department Head - Music	6	Building Team
Hayes	1	Department Head - Science	6	Building Team
Hayes	1	Department Head - Social Studies	6	Building Team
Hayes	2	Department Head - Special Education	6	Building Team
Hayes	1	Drama - Head - Musical	4	Performing Arts
Hayes	1	Drama - Assistant - Musical, Set Design	6	Performing Arts
Hayes	1	Drama - Assistant - Musical, Tech	6	Performing Arts
Hayes	1	Drama - Head - Play & Thespian Troupe	5	Performing Arts
Hayes	1	Drama - Assistant - Play, Set Design	6	Performing Arts
Hayes	1	Drama - Assistant - Play, Tech	6	Performing Arts
Hayes	1	Drama - Assistant - Play and Musical	6	Performing Arts
Dempsey	1	Drama - Head	4	Performing Arts
Dempsey	2	Drama - Assistant	6	Performing Arts
Dempsey	1	Drama - Technical Director	7	Performing Arts
Hayes	1	Facility Site Manager - Fall	6	Athletics
Hayes	1	Facility Site Manager - Spring	6	Athletics
Hayes	1	Facility Site Manager - Winter	6	Athletics
Hayes	1	FCCLA Advisor	9	Extracurricular
Hayes	1	Football - Head Coach - Varsity - Boys	1	Athletics
Hayes	5	Football - Assistant Coach - Varsity - Boys	5	Athletics
Hayes	2	Football - Assistant Coach - JV - Boys	5	Athletics
Hayes	2	Football - Assistant Coach - Freshman - Boys	6	Athletics
Dempsey	1	Football - Head Coach - 8th Grade - Boys	5	Athletics
Dempsey	2	Football - Assistant Coach - 8th Grade - Boys	7	Athletics
Dempsey	1	Football - Head Coach - 7th Grade - Boys	5	Athletics
Dempsey	2	Football - Assistant Coach - 7th Grade - Boys	7	Athletics
District	1	Gifted Coordinator	6	Curriculum

Building	Number	Positions	Group	Type
Hayes	2	Global Scholars	7	Curriculum
Hayes	1	Golf - Head Coach - Varsity - Boys	4	Athletics
Hayes	1	Golf - Head Coach - Varsity - Girls	4	Athletics
Hayes	1	Golf - Head Coach - JV - Boys and Girls	6	Athletics
Dempsey	1	Golf - Head Coach - 7th and 8th Grade - Boys	6	Athletics
Dempsey	1	Golf - Head Coach - 7th and 8th Grade - Girls	6	Athletics
Hayes	1	Gymnastics - Head Coach - Varsity - Girls	4	Athletics
Hayes	1	Gymnastics - Assistant Coach - Varsity - Girls	7	Athletics
Dempsey	1	Gymnastics - Head Coach - 7th and 8th Grade - Girls	6	Athletics
Dempsey	1	Gymnastics - Assistant Coach - 7th and 8th Grade - Girls	8	Athletics
Hayes	8	House Dean	8	Building Team
Hayes	1	In-the-Know - Head	6	Extracurricular
Hayes	1	In-the-Know - Assistant	8	Extracurricular
District	1	Invention Convention - Elementary	10	Extracurricular
Hayes	1	Key Club	9	Extracurricular
Hayes	1	Lacrosse - Head Coach - Varsity - Boys	2	Athletics
Hayes	1	Lacrosse - Assistant Coach - Varsity - Boys	6	Athletics
Hayes	1	Lacrosse - Head Coach - JV - Boys	6	Athletics
Dempsey	1	Lacrosse - Head Coach - 7th and 8th Grade - Boys	6	Athletics
Hayes	1	Lacrosse - Head Coach - Varsity - Girls	2	Athletics
Hayes	1	Lacrosse - Assistant Coach - Varsity - Girls	6	Athletics
Hayes	1	Lacrosse - Head Coach - JV - Girls	6	Athletics
Dempsey	1	Lacrosse - Head Coach - 7th and 8th Grade - Girls	6	Athletics
District	1	LMC Coordinator	7	Curriculum
District	15	Mentor Teacher	9	Curriculum
Hayes	1	Mock Trial	8	Extracurricular
Hayes	1	National Honor Society	6	Extracurricular
Dempsey	1	Newspaper Advisor	8	Extracurricular
Hayes	2	Orchestra Pit / Vocal	5	Performing Arts
Hayes	3	Orchestra Pit / Musicians	8	Performing Arts
Dempsey	1	Players Performance - Head	9	Performing Arts
Dempsey	1	Players Performance - Assistant	9	Performing Arts
Dempsey	1	Power of the Pen	7	Extracurricular
District	1	Resident Educator Program Coordinator	5	Curriculum
Hayes	1	ROTC Drill Team	5	Extracurricular
Dempsey	1	Science Fair	7	Extracurricular
Hayes	1	Ski Club Advisor	9	Extracurricular
Hayes	1	Soccer - Head Coach - Varsity - Boys	2	Athletics
Hayes	1	Soccer - Assistant Coach - Varsity - Boys	6	Athletics
Hayes	1	Soccer - Head Coach - JV - Boys	6	Athletics
Hayes	1	Soccer - Head Coach - Freshman - Boys	6	Athletics
Hayes	1	Soccer - Head Coach - Varsity - Girls	2	Athletics
Hayes	1	Soccer - Assistant Coach - Varsity - Girls	6	Athletics
Hayes	1	Soccer - Head Coach - JV - Girls	6	Athletics
Hayes	1	Soccer - Head Coach - Freshman - Girls	6	Athletics
Hayes	1	Softball - Head Coach - Varsity - Girls	2	Athletics
Hayes	1	Softball - Assistant Coach - Varsity - Girls	6	Athletics

Building	Number	Positions	Group	Type
Hayes	1	Softball - Head Coach - JV - Girls	6	Athletics
Hayes	1	Softball - Head Coach - Freshman - Girls	6	Athletics
Dempsey	1	Softball - Head Coach - 8th Grade - Girls	6	Athletics
Dempsey	1	Softball - Head Coach - 7th Grade - Girls	6	Athletics
Hayes	1	Speech and Debate	7	Extracurricular
Hayes	1	Strength and Conditioning - Head - Fall	6	Athletics
Hayes	1	Strength and Conditioning - Assistant - Fall	8	Athletics
Hayes	1	Strength and Conditioning - Head - Winter	6	Athletics
Hayes	1	Strength and Conditioning - Assistant - Winter	8	Athletics
Hayes	1	Strength and Conditioning - Head - Spring	6	Athletics
Hayes	1	Strength and Conditioning - Assistant - Spring	8	Athletics
Hayes	1	Strings Performance - Head	4	Performing Arts
District	2	Strings Performance - Assistant	7	Performing Arts
Hayes	1	Student Council Advisor - Head	5	Extracurricular
Hayes	3	Student Council Committee Advisor	10	Extracurricular
Dempsey	1	Student Council Advisor	8	Extracurricular
Hayes	1	Student Mediation	9	Extracurricular
District	3	Suzuki Strings	6	Performing Arts
Hayes	1	Swimming and Diving - Head Coach - Varsity - Boys and Girls	2	Athletics
Hayes	1	Swimming and Diving - Assistant Coach, Diving - Varsity - Boys and Girls	6	Athletics
Hayes	2	Swimming and Diving - Assistant Coach, Swimming - Varsity - Boys and Girls	6	Athletics
Hayes	1	Talisman Advisor	6	Extracurricular
Dempsey	1.5	Teen Institute, Jr. / Student Mediation	8	Extracurricular
Hayes	1	Tennis - Head Coach - Varsity - Boys	4	Athletics
Hayes	1	Tennis - Head Coach - JV - Boys	6	Athletics
Dempsey	1	Tennis - Head Coach - 7th and 8th Grade - Boys	6	Athletics
Hayes	1	Tennis - Head Coach - Varsity - Girls	4	Athletics
Hayes	1	Tennis - Head Coach - JV - Girls	6	Athletics
Dempsey	1	Tennis - Head Coach - 7th and 8th Grade - Girls	6	Athletics
Hayes	1	Ticket Manager	7	Athletics
Hayes	1	Track - Head Coach - Varsity - Boys	2	Athletics
Hayes	1	Track - Head Coach - Varsity - Girls	2	Athletics
Hayes	7.5	Track - Assistant Coach - Varsity - Boys and Girls	6	Athletics
Dempsey	1	Track - Head Coach - 7th and 8th Grade - Boys	5	Athletics
Dempsey	1	Track - Head Coach - 7th and 8th Grade - Girls	5	Athletics
Dempsey	2	Track - Assistant Coach - 7th and 8th Grade - Boys and Girls	7	Athletics
Hayes	1	Vocal Performance - Head	4	Performing Arts
Dempsey	1	Vocal Performance - Head	5	Performing Arts
District	2	Vocal Performance - Assistant	6	Performing Arts
Hayes	1	Volleyball - Head Coach - Varsity - Boys	3	Athletics
Hayes	1	Volleyball - Head Coach - Varsity - Girls	3	Athletics
Hayes	1	Volleyball - Head Coach - JV - Girls	6	Athletics
Hayes	1	Volleyball - Head Coach - Freshman - Girls	6	Athletics
Dempsey	1	Volleyball - Head Coach - 8th Grade - Girls	6	Athletics
Dempsey	1	Volleyball - Head Coach - 7th Grade - Girls	6	Athletics
Hayes	1	Wrestling - Head Coach - Varsity - Boys	2	Athletics
Hayes	1	Wrestling - Head Coach - Varsity - Girls	2	Athletics

Building	Number	Positions	Group	Type
Hayes	2	Wrestling - Assistant Coach - Varsity - Boys and Girls	6	Athletics
Hayes	1	Wrestling - Head Coach - JV - Boys and Girls	6	Athletics
Dempsey	1	Wrestling - Head Coach - 7th and 8th Grade - Boys and Girls	5	Athletics
Dempsey	2	Wrestling - Assistant Coach - 7th and 8th Grade - Boys and Girls	7	Athletics
Hayes	1	Yearbook	6	Extracurricular
Dempsey	1	Yearbook	8	Extracurricular
Hayes	1	Youth in Government	8	Extracurricular
All	TBD	Flat Rate Supplemental - New clubs, innovative programs, other Superintendent approved duties beyond the contract day	\$500 (11)	Extracurricular

ARTICLE 22

SALARY

- A. The salary index that follows will be in effect under the terms of this Agreement.
- B. August 1, 2022 through July 31, 2023.
 A base (BA-0) salary of \$42,601.61 which reflects a 2.75% increase will be implemented for the 2022-2023 school year.
August 1, 2023 through July 31, 2024.
 A base (BA-0) salary of \$43,666.65 which reflects a 2.5% increase will be implemented for the 2023-2024 school year.
August 1, 2024 through July 31, 2025.
 The parties agree to engage in a reopener to negotiate salary and insurance only in the third year of the contract.
- C. All extended service will be calculated on a per diem basis. All extended service workdays will be specified by the Superintendent or designee.
- D. Long-term substitutes will be compensated based on the BA-0 step on the salary schedule after sixty (60) teaching days in the same assignment.
- E. All teachers at or beyond step 30 will receive a yearly stipend of \$1,500.

	<u>INDEX</u>						
<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

“150” means 150 semester hours

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

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

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

ARTICLE 23

CONSISTENCY WITH LAW

If any provision of this Agreement, or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, applications or agreements will be inoperative, but the remaining provisions hereof will remain in effect. The parties will meet within thirty (30) days of the decision by any court or competent jurisdiction to renegotiate the affected provision. Negotiations will be conducted in accordance with the procedures in Article 2, Negotiation Procedures.

ARTICLE 24

ATTENDANCE FOR TEACHER DEPENDENTS

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

ARTICLE 25

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 26

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;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the School District;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the School District.
- B. The Board is not required to bargain on subjects reserved to its management.

ARTICLE 27
BOARD TAX DEFERENCE (STRS PICK-UP)
OF EMPLOYEES CONTRIBUTING TO STRS

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

ARTICLE 28
PROFESSIONAL COMPENSATION

- A. The Board of Education will provide reimbursement funds in an amount up to one and one-half times the base salary rounded to the nearest \$1,000 for college credit satisfactorily completed with a grade of B-/S or better. Professional compensation is not given for courses taken for audit.
- B. Professional compensation will be provided for bargaining unit members.
- C. In order to be eligible for reimbursement, the participating bargaining unit member will have been employed in a DCEA bargaining unit position the school year preceding the term of enrollment and

returned to employment in a position in the DCEA bargaining unit the following year or be on a Board approved leave of absence for professional improvement (Article 10, Section E).

- D. The maximum number of hours for which reimbursement will be given to any bargaining unit member will be nine (9) quarter hours or six (6) semester hours completed during a calendar year.
- E. The bargaining unit member must take the course work in an area of current certification/licensure or toward a new certification/licensure and related to their goals in the Individual Professional Development Plan (IPDP), from a college or university accredited by the Ohio Department of Education, or in other work approved by the Superintendent.
- F. Applications for reimbursement must be submitted to the Superintendent or designee by October 1st for courses successfully completed between September 1st of the previous year and September 30th of the current year.
- G. Payment will be made on an equitable pro rata basis not to exceed the conditions stipulated in this Article. Quarter hours will be converted to semester hours for pay purposes so that each quarter hour will be reimbursed at two-thirds (2/3) the semester hour rate.
- H. Professional compensation will be in effect during the term of this Agreement. If begun before the expiration of this Agreement, course work will be reimbursed under the terms of this Agreement. (See F above.)
- I. Total reimbursement to the teacher will not exceed cost of course(s).
- J. Third Grade Guarantee Transition
The district will provide the following:
1. The district will pay for any and all test fees for one (1) testing administration for those teachers pursuing certification qualifying them under the Third Grade Reading Guarantee teaching requirements; and
 2. Members required to create a Reading Improvement Plan (RIMP) will be compensated with a stipend of \$50.00 per ten (10) RIMPs.
- K. Annual training may be provided and/or staff development programs available during the workday for employees whose duties are impacted by a RIMP.
- L. School Counselors charged with testing coordination will be compensated at their per diem rate as follows:
- High School - up to 40 hours documented time outside of the contract day.
 - Middle & Elementary - up to 15 hours documented time outside of the contract day.
- Hours worked related to testing coordination outside the contract day must be pre-approved by supervisor.
- M. Individualized Education Plans that need to be written for students not on a teacher's caseload will be paid one hundred dollars (\$100) per IEP. Related services will be paid twenty-five dollars (\$25)

per IEP if they have to be included on an IEP for a student not on their caseload. It is agreed that these duties will not count as part of the teacher's caseload and the compensation will be paid at the end of the year.

ARTICLE 29

STAFF DEVELOPMENT/PROFESSIONAL GROWTH

- A. The Delaware City Schools will develop and make available quality professional development programs and scheduled activities to promote the teaching and learning process and assist in the professional development of the professional staff. Teachers are encouraged to attend and participate in the staff development programs and scheduled activities. Newly employed teachers are required to attend orientation and in-service programs prior to and during the first year of employment.
- B. There will be two (2) duty days scheduled immediately prior to the first day of school for students for convocation, professional development and at least one three and one-half hour block of time over the course of the two days for teachers to prepare their classrooms. In addition, three hours on each of the workdays at the end of the first and third nine weeks are available for professional development.
- C. District-offered professional development programs and scheduled activities will be conducted throughout the year. The Board and Association will cooperate to offer professional programs that are appropriate to grade level and building needs through the Staff Development Committee. The Staff Development Committee will consist of the Curriculum Director(s) with one teacher representative from each elementary and two (2) from the middle school building and two from Hayes High School. Teacher members will be representative of all grade levels. Members will be jointly selected by the Association President and the Superintendent or designee.
- The Staff Development Committee will meet each semester to:
1. Review the district's strategic plan.
 2. Survey staff for professional development needs on an annual basis.
 3. Monitor building and district needs to recommend and evaluate quality professional development programs, services, and resources.
 4. Report annually to the Board of Education.
- D. The school year will include two (2) days for teacher-directed professional development. State mandated training and training for new hires may take up to three (3) hours of the teacher-directed days. The district can provide more options for members. With a strong focus on collaboration, these days will not be considered for work at home days.

ARTICLE 30

REDUCTION IN FORCE

- A. During this Agreement, when the Board determines that it will be necessary to reduce the number of teachers because of decreased enrollment (by grade level, subject area, or in the district as a whole), territorial changes affecting the district, financial reasons, or the abolishment of positions, a reasonable reduction in force may be made.
- B. The Superintendent will notify the Association of the specific reasons for, and the nature of, any anticipated staff reductions no less than twenty (20) calendar days prior to Board action on a reduction in force. The Association will be afforded the opportunity to present its views to the Board prior to Board action on the reduction in force. The Superintendent will determine which positions will be affected and which teachers will be laid off. The Superintendent will use the following criteria in determining which teachers are to be laid off:

1. The Board may make any reductions in force first through staff retirement and voluntary resignations.
2. Bargaining unit members will be placed in one (1) of three (3) groups for the purpose of a reduction in force, as described below. These groups will be called “Group One,” “Group Two,” and “Group Three.” Members within each Group will be deemed “comparable,” except that members under continuing contracts will be given preference over all members under limited contracts within the same Group.
 - a. Group One will be comprised of all members who were rated “Ineffective” on their evaluation using the calculation set forth below;
 - b. Group Two will be comprised of all members who were rated “Developing” on their evaluation using the calculation set forth below; and
 - c. Group Three will be comprised of all members who were rated “Skilled” or “Accomplished” on their evaluation using the calculation set forth below.
3. Any reduction in force will begin with members in Group One, followed by Group Two, and finally, Group Three.

Teachers will be placed in the aforementioned groups based upon an average of the three (3) most recent summative ratings calculated as follows:

- Ratings of Accomplished will equal four (4) points;
- Ratings of Skilled will equal three (3) points;
- Ratings of Developing will equal two (2) points;
- Ratings of Ineffective will equal one (1) point.

The sum of the teachers’ most recent three (3) years will be added together, divided by three (3), and rounded to the nearest whole number to find the “average” rating.* The

teacher will then be placed in the appropriate Group based on their average rating. For example, a teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be placed in Group Three ($2 + 3 + 3 = 8 / 3 = 2.666$ which is rounded to 3 = Skilled). Experienced teachers new to the District will have their ratings from their prior district used in the calculation. First and second year teachers will be placed in Group One. Third year teachers will have their two (2) years' scores averaged for placement in the appropriate Group.

The order of reduction within each Group will be:

- a. Members under limited contracts beginning with the least senior; and then,
 - b. Members under continuing contracts beginning with the least senior.
4. No preference will be given to any member based on seniority, except when deciding between members who have comparable evaluations.
- C. In an effort to reduce the number of contract suspensions, teachers otherwise to be RIF'd, may be reassigned to vacant positions for which they are highly qualified. Neither the reassignment, nor any vacancy resulting from such reassignment, will be subject to any posting requirement.
- D. A seniority list will be established for each teaching assignment affected by the implementation of the RIF policy. A teaching assignment will be defined as those grade levels/academic subjects which are currently being taught within a particular type of certificate/license issued by the State Department of Education and currently held by an individual teacher.
- E. A teacher who has been notified that they will be included in a RIF will be granted the following rights:
1. The right to be carried on payroll records and to remain in group insurance programs at their expense as provided by Federal Law. The teacher will be responsible for the full premium payment of all programs subscribed to at the first full premium due date following the effective date of their "unpaid" RIF status, provided it is acceptable to the carrier.
- F. Seniority will be computed from the teacher's earliest date of continuous hire and will begin to accrue as of the first day of the actual teaching position in the Delaware City Schools.
1. Seniority will continue to accrue during all paid leaves of absence and unpaid leaves of absence. Seniority is lost when service is otherwise discontinued.
 2. When seniority is equal, placement on the seniority list will be determined by:
 - a. The date of the Board meeting at which the teacher was hired.
 - b. The date the teacher signed the initial employment contract with the Delaware City Schools.
 - c. The date and time the signed contract was received by the Superintendent's office.
 - d. The first paid day of the teacher with the Delaware City Schools.

- e. Any remaining ties will be broken by lot.
 - 3. A district wide seniority list by assignment will be posted in each building by October 1st of each school year. The list will include employee names, current assignment, and years of service. The Association will be provided with a copy of the seniority list.
 - 4. Teachers wishing to challenge their placement on the seniority list must do so in writing to the Superintendent or designee no later than the last school day of October. A final list will be posted by the first day of December.
- G. The following procedures will be used in the recall process:
- Recall:
- 1. If there is a vacancy, laid off teachers who are certificated/licensed to perform the work in question will be recalled in reverse order of layoff as per state requirements.
 - 2. Notice of recall will be by telephone and/or electronic mail. If those methods do not result in contact with the teacher, notice will be given by certified mail to the last address given to the Board by the teacher. The teacher has ten (10) days after receipt of the notice of recall to indicate acceptance or not. No acknowledgment of the notice within fifteen (15) days of the date it was mailed will be the same as refusal.
 - 3. A teacher who is laid off will remain on the recall list for thirty-six (36) months after the effective date of lay off unless:
 - a. recall rights are waived in writing by the teacher
 - b. a resignation is offered by the teacher
 - c. the teacher fails to accept the position to which they have been recalled.

ARTICLE 31

MEETINGS

The following parameters will be established concerning meetings that extend outside of the member contract day as defined by Article 18 School Calendar/Contract Day, Section E.

- A. Staff Meetings - No more than two staff meetings per month except in cases of emergency.
- B. Team and/or Department Meetings - No more than once every other month for a total of no more than five (5) such meetings during the contract year.
 - 1. Special Education staff will have one department meeting led by a SpEd administrator once every other month for a total of no more than five (5) such meetings during the contract year.
- C. Meetings will be sixty (60) minutes or less in length. If a meeting exceeds the sixty (60) minute limit, a member who must leave may do so.

- D. Members are encouraged to be prompt to meetings, and if late, are accountable for any information they may have missed.
- E. No meetings during the last three weeks of school will be conducted by district curriculum/instructional committees except in cases of emergency. (Regular special, enrichment and staff development.)
- F. No meetings within one (1) day preceding or following parent-teacher conferences will be conducted by district at the building level.
- G. Flexibility by administration and staff is encouraged.
These guidelines will be included in all district staff handbooks.
- H. In the case of meetings scheduled outside of the member contract day, each individual building will determine through a building vote if meetings will be held before or after school for that academic year. Only bargaining unit members who spend at least 50% of their work time in the building can vote. The vote will occur the first workday of the school year by secret ballot and counted by the DCEA building representative(s) and one (1) administrator. The members' preference by building will be considered by administration when scheduling meetings outside of the member contract day.
- I. The Association will have the right to meet with its Representative Council after school on the second (2nd) Monday of every month. (Article 3, B7)

ARTICLE 32

ACADEMIC FREEDOM

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

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

The principle of academic freedom presupposes intellectual honesty on the part of the person who exercises academic freedom and that they can and will discriminate among facts relating to an issue. In expressing

a personal opinion, a teacher will make it known to students that the view is personal and will not attempt to bring students to a commitment to that personal viewpoint.

ARTICLE 33

MASTER TEACHER/LEAD TEACHER

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

ARTICLE 34

TEACHER PROFESSIONAL ORGANIZATION (TPO)

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

ARTICLE 35

BUILDING ATMOSPHERE AND PERSONAL SAFETY

- A. Building Discipline Plan
The principal, with input from their association building representatives, will establish and communicate procedures for the administration of discipline within the school prior to the first student day of the school year.
- B. Inappropriate Behavior Directed Toward Teachers
The district does not expect its teachers to tolerate abusive, intimidating, threatening, or harassing behavior, whether in a physical, verbal, written, or electronic form, from any student. The District will support a teacher faced with such behaviors in accordance with Board policies and will

communicate with the referring teacher regarding the administrative response to the discipline referral.

ARTICLE 36

CONTRACT MAINTENANCE

A. Waiver of Negotiations

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

B. Entire Agreement Clause

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

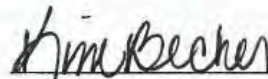
C. Duration

This agreement will become effective commencing August 1, 2022 and continuing through July 31, 2025.

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

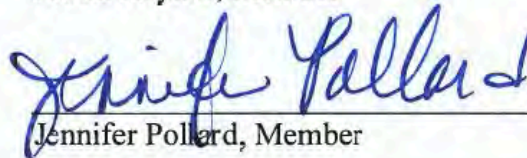
DELAWARE CITY
EDUCATORS ASSOCIATION


P.J. Terry, Association Co-President


Kim Becker, Association Co-President


Ariel Uppstrom, Member

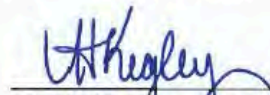

Adam Haynes, Member

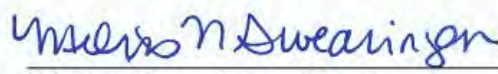

Jennifer Pollard, Member


Kristen Wilder, Member


Josh Caslow, Member

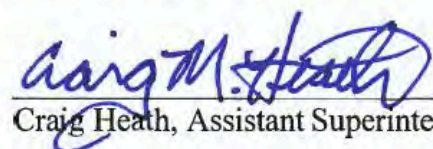
DELAWARE CITY SCHOOL
DISTRICT BOARD OF EDUCATION



Heidi Kegley, Superintendent

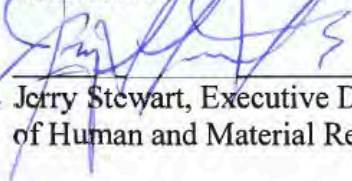

Melissa Swearingen, Treasurer


Jayna McDaniel-Browning, Board Member


Matt Weller, Board Member


Craig Heath, Assistant Superintendent


Aaron Cook, Director of Secondary Curriculum and Assessment


Jerry Stewart, Executive Director of Human and Material Resources

2022-2023 SALARY SCALES

2022-2023 Salary Schedule Printout -- Delaware City Educators Association

Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary			
BA			BA/150			MA			MA+15			MA+30			MA+45		
0	1.0000	\$42,601.61	0	1.0410	\$44,348.28	0	1.1000	\$46,861.77	0	1.2000	\$51,121.93	0	1.2500	\$53,252.01	0	1.3000	\$55,382.09
1	1.0423	\$44,403.66	1	1.0890	\$46,393.15	1	1.1557	\$49,234.68	1	1.2557	\$53,494.84	1	1.3057	\$55,624.92	1	1.3557	\$57,755.00
2	1.0846	\$46,205.71	2	1.1370	\$48,438.03	2	1.2114	\$51,607.59	2	1.3114	\$55,867.75	2	1.3614	\$57,997.83	2	1.4114	\$60,127.91
3	1.1269	\$48,007.75	3	1.1850	\$50,482.91	3	1.2671	\$53,980.50	3	1.3671	\$58,240.66	3	1.4171	\$60,370.74	3	1.4671	\$62,500.82
4	1.1692	\$49,809.80	4	1.2330	\$52,527.79	4	1.3228	\$56,353.41	4	1.4228	\$60,613.57	4	1.4728	\$62,743.65	4	1.5228	\$64,873.73
5	1.2115	\$51,611.85	5	1.2810	\$54,572.66	5	1.3785	\$58,726.32	5	1.4785	\$62,986.48	5	1.5285	\$65,116.56	5	1.5785	\$67,246.64
6	1.2538	\$53,413.90	6	1.3290	\$56,617.54	6	1.4342	\$61,099.23	6	1.5342	\$65,359.39	6	1.5842	\$67,489.47	6	1.6342	\$69,619.55
7	1.2961	\$55,215.95	7	1.3770	\$58,662.42	7	1.4899	\$63,472.14	7	1.5899	\$67,732.30	7	1.6399	\$69,862.38	7	1.6899	\$71,992.46
8	1.3384	\$57,017.99	8	1.4250	\$60,707.29	8	1.5456	\$65,845.05	8	1.6456	\$70,105.21	8	1.6956	\$72,235.29	8	1.7456	\$74,365.37
9	1.3807	\$58,820.04	9	1.4730	\$62,752.17	9	1.6013	\$68,217.96	9	1.7013	\$72,478.12	9	1.7513	\$74,608.20	9	1.8013	\$76,738.28
10	1.4230	\$60,622.09	10	1.5210	\$64,797.05	10	1.6570	\$70,590.87	10	1.7570	\$74,851.03	10	1.8070	\$76,981.11	10	1.8570	\$79,111.19
11	1.4653	\$62,424.14	11	1.5690	\$66,841.93	11	1.7127	\$72,963.78	11	1.8127	\$77,223.94	11	1.8627	\$79,354.02	11	1.9127	\$81,484.10
12	1.5076	\$64,226.19	12	1.6170	\$68,886.80	12	1.7684	\$75,336.69	12	1.8684	\$79,596.85	12	1.9184	\$81,726.93	12	1.9684	\$83,857.01
13	1.5499	\$66,028.24	13	1.6650	\$70,931.68	13	1.8241	\$77,709.60	13	1.9241	\$81,969.76	13	1.9741	\$84,099.84	13	2.0241	\$86,229.92
14	1.5922	\$67,830.28	14	1.7130	\$72,976.56	14	1.8798	\$80,082.51	14	1.9798	\$84,342.67	14	2.0298	\$86,472.75	14	2.0798	\$88,602.83
15	1.6345	\$69,632.33	15	1.7610	\$75,021.44	15	1.9355	\$82,455.42	15	2.0355	\$86,715.58	15	2.0855	\$88,845.66	15	2.1355	\$90,975.74
16	1.6768	\$71,434.38	16	1.8090	\$77,066.31	16	1.9912	\$84,828.33	16	2.0912	\$89,088.49	16	2.1412	\$91,218.57	16	2.1912	\$93,348.65
17	1.6768	\$71,434.38	17	1.8090	\$77,066.31	17	2.0469	\$87,201.24	17	2.1469	\$91,461.40	17	2.1969	\$93,591.48	17	2.2469	\$95,721.56
18	1.6768	\$71,434.38	18	1.8090	\$77,066.31	18	2.0469	\$87,201.24	18	2.1469	\$91,461.40	18	2.1969	\$93,591.48	18	2.2469	\$95,721.56
19	1.6768	\$71,434.38	19	1.8090	\$77,066.31	19	2.0469	\$87,201.24	19	2.1469	\$91,461.40	19	2.1969	\$93,591.48	19	2.2469	\$95,721.56
20	1.6768	\$71,434.38	20	1.8090	\$77,066.31	20	2.0469	\$87,201.24	20	2.1469	\$91,461.40	20	2.1969	\$93,591.48	20	2.2469	\$95,721.56
21	1.6980	\$72,337.53	21	1.8330	\$78,088.75	21	2.0748	\$88,389.82	21	2.1748	\$92,649.98	21	2.2248	\$94,780.06	21	2.2748	\$96,910.14
22	1.6980	\$72,337.53	22	1.8330	\$78,088.75	22	2.0748	\$88,389.82	22	2.1748	\$92,649.98	22	2.2248	\$94,780.06	22	2.2748	\$96,910.14
23	1.6980	\$72,337.53	23	1.8330	\$78,088.75	23	2.0748	\$88,389.82	23	2.1748	\$92,649.98	23	2.2248	\$94,780.06	23	2.2748	\$96,910.14
24	1.6980	\$72,337.53	24	1.8330	\$78,088.75	24	2.0748	\$88,389.82	24	2.1748	\$92,649.98	24	2.2248	\$94,780.06	24	2.2748	\$96,910.14
25	1.7191	\$73,236.43	25	1.8570	\$79,111.19	25	2.1026	\$89,574.15	25	2.2026	\$93,834.31	25	2.2526	\$95,964.39	25	2.3026	\$98,094.47

2022-2023 SUPPLEMENTAL SALARY SCALES

2022-2023 Salary Schedule Printout -- Supplemental

Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary			
01			02			03			04			05			06		
0	0.15	\$7,029.27	0	0.11	\$5,154.79	0	0.10	\$4,686.18	0	0.0800	\$3,748.94	0	0.07	\$3,280.32	0	0.06	\$2,811.71
1	0.15	\$7,029.27	1	0.11	\$5,154.79	1	0.10	\$4,686.18	1	0.0800	\$3,748.94	1	0.07	\$3,280.32	1	0.06	\$2,811.71
2	0.15	\$7,029.27	2	0.11	\$5,154.79	2	0.10	\$4,686.18	2	0.0800	\$3,748.94	2	0.07	\$3,280.32	2	0.06	\$2,811.71
3	0.16	\$7,497.88	3	0.12	\$5,623.41	3	0.11	\$5,154.79	3	0.0900	\$4,217.56	3	0.08	\$3,748.94	3	0.07	\$3,280.32
4	0.16	\$7,497.88	4	0.12	\$5,623.41	4	0.11	\$5,154.79	4	0.0900	\$4,217.56	4	0.08	\$3,748.94	4	0.07	\$3,280.32
5	0.17	\$7,966.50	5	0.13	\$6,092.03	5	0.12	\$5,623.41	5	0.1000	\$4,686.18	5	0.09	\$4,217.56	5	0.08	\$3,748.94
6	0.17	\$7,966.50	6	0.13	\$6,092.03	6	0.12	\$5,623.41	6	0.1000	\$4,686.18	6	0.09	\$4,217.56	6	0.08	\$3,748.94
7	0.18	\$8,435.12	7	0.14	\$6,560.65	7	0.13	\$6,092.03	7	0.1100	\$5,154.79	7	0.10	\$4,686.18	7	0.09	\$4,217.56
8	0.18	\$8,435.12	8	0.14	\$6,560.65	8	0.13	\$6,092.03	8	0.1100	\$5,154.79	8	0.10	\$4,686.18	8	0.09	\$4,217.56
9	0.19	\$8,903.74	9	0.15	\$7,029.27	9	0.14	\$6,560.65	9	0.1200	\$5,623.41	9	0.11	\$5,154.79	9	0.10	\$4,686.18

2022-2023 Salary Schedule Printout -- Supplemental

Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary			
07			08			09			10		
0	0.05	\$2,343.09	0	0.04	\$1,874.47	0	0.03	\$1,405.85	0	0.02	\$937.24
1	0.05	\$2,343.09	1	0.04	\$1,874.47	1	0.03	\$1,405.85	1	0.02	\$937.24
2	0.05	\$2,343.09	2	0.04	\$1,874.47	2	0.03	\$1,405.85	2	0.02	\$937.24
3	0.06	\$2,811.71	3	0.05	\$2,343.09	3	0.04	\$1,874.47	3	0.03	\$1,405.85
4	0.06	\$2,811.71	4	0.05	\$2,343.09	4	0.04	\$1,874.47	4	0.03	\$1,405.85
5	0.07	\$3,280.32	5	0.06	\$2,811.71	5	0.05	\$2,343.09	5	0.04	\$1,874.47
6	0.07	\$3,280.32	6	0.06	\$2,811.71	6	0.05	\$2,343.09	6	0.04	\$1,874.47
7	0.08	\$3,748.94	7	0.07	\$3,280.32	7	0.06	\$2,811.71	7	0.05	\$2,343.09
8	0.08	\$3,748.94	8	0.07	\$3,280.32	8	0.06	\$2,811.71	8	0.05	\$2,343.09
9	0.09	\$4,217.56	9	0.08	\$3,748.94	9	0.07	\$3,280.32	9	0.06	\$2,811.71

2023-2024 SALARY SCALES

2023-2024 Salary Schedule Printout -- Delaware City Educators Association

Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary			
BA			BA/150			MA			MA+15			MA+30			MA+45		
0	1.0000	\$43,666.65	0	1.0410	\$45,456.98	0	1.1000	\$48,033.32	0	1.2000	\$52,399.98	0	1.2500	\$54,583.31	0	1.3000	\$56,766.65
1	1.0423	\$45,513.75	1	1.0890	\$47,552.98	1	1.1557	\$50,465.55	1	1.2557	\$54,832.21	1	1.3057	\$57,015.55	1	1.3557	\$59,198.88
2	1.0846	\$47,360.85	2	1.1370	\$49,648.98	2	1.2114	\$52,897.78	2	1.3114	\$57,264.45	2	1.3614	\$59,447.78	2	1.4114	\$61,631.11
3	1.1269	\$49,207.95	3	1.1850	\$51,744.98	3	1.2671	\$55,330.01	3	1.3671	\$59,696.68	3	1.4171	\$61,880.01	3	1.4671	\$64,063.34
4	1.1692	\$51,055.05	4	1.2330	\$53,840.98	4	1.3228	\$57,762.24	4	1.4228	\$62,128.91	4	1.4728	\$64,312.24	4	1.5228	\$66,495.58
5	1.2115	\$52,902.15	5	1.2810	\$55,936.98	5	1.3785	\$60,194.48	5	1.4785	\$64,561.14	5	1.5285	\$66,744.47	5	1.5785	\$68,927.81
6	1.2538	\$54,749.25	6	1.3290	\$58,032.98	6	1.4342	\$62,626.71	6	1.5342	\$66,993.37	6	1.5842	\$69,176.71	6	1.6342	\$71,360.04
7	1.2961	\$56,596.35	7	1.3770	\$60,128.98	7	1.4899	\$65,058.94	7	1.5899	\$69,425.61	7	1.6399	\$71,608.94	7	1.6899	\$73,792.27
8	1.3384	\$58,443.44	8	1.4250	\$62,224.98	8	1.5456	\$67,491.17	8	1.6456	\$71,857.84	8	1.6956	\$74,041.17	8	1.7456	\$76,224.50
9	1.3807	\$60,290.54	9	1.4730	\$64,320.98	9	1.6013	\$69,923.41	9	1.7013	\$74,290.07	9	1.7513	\$76,473.40	9	1.8013	\$78,656.74
10	1.4230	\$62,137.64	10	1.5210	\$66,416.98	10	1.6570	\$72,355.64	10	1.7570	\$76,722.30	10	1.8070	\$78,905.64	10	1.8570	\$81,088.97
11	1.4653	\$63,984.74	11	1.5690	\$68,512.97	11	1.7127	\$74,787.87	11	1.8127	\$79,154.54	11	1.8627	\$81,337.87	11	1.9127	\$83,521.20
12	1.5076	\$65,831.84	12	1.6170	\$70,608.97	12	1.7684	\$77,220.10	12	1.8684	\$81,586.77	12	1.9184	\$83,770.10	12	1.9684	\$85,953.43
13	1.5499	\$67,678.94	13	1.6650	\$72,704.97	13	1.8241	\$79,652.34	13	1.9241	\$84,019.00	13	1.9741	\$86,202.33	13	2.0241	\$88,385.67
14	1.5922	\$69,526.04	14	1.7130	\$74,800.97	14	1.8798	\$82,084.57	14	1.9798	\$86,451.23	14	2.0298	\$88,634.57	14	2.0798	\$90,817.90
15	1.6345	\$71,373.14	15	1.7610	\$76,896.97	15	1.9355	\$84,516.80	15	2.0355	\$88,883.47	15	2.0855	\$91,066.80	15	2.1355	\$93,250.13
16	1.6768	\$73,220.24	16	1.8090	\$78,992.97	16	1.9912	\$86,949.03	16	2.0912	\$91,315.70	16	2.1412	\$93,499.03	16	2.1912	\$95,682.36
17	1.6768	\$73,220.24	17	1.8090	\$78,992.97	17	2.0469	\$89,381.27	17	2.1469	\$93,747.93	17	2.1969	\$95,931.26	17	2.2469	\$98,114.60
18	1.6768	\$73,220.24	18	1.8090	\$78,992.97	18	2.0469	\$89,381.27	18	2.1469	\$93,747.93	18	2.1969	\$95,931.26	18	2.2469	\$98,114.60
19	1.6768	\$73,220.24	19	1.8090	\$78,992.97	19	2.0469	\$89,381.27	19	2.1469	\$93,747.93	19	2.1969	\$95,931.26	19	2.2469	\$98,114.60
20	1.6768	\$73,220.24	20	1.8090	\$78,992.97	20	2.0469	\$89,381.27	20	2.1469	\$93,747.93	20	2.1969	\$95,931.26	20	2.2469	\$98,114.60
21	1.6980	\$74,145.97	21	1.8330	\$80,040.97	21	2.0748	\$90,599.57	21	2.1748	\$94,966.23	21	2.2248	\$97,149.56	21	2.2748	\$99,332.90
22	1.6980	\$74,145.97	22	1.8330	\$80,040.97	22	2.0748	\$90,599.57	22	2.1748	\$94,966.23	22	2.2248	\$97,149.56	22	2.2748	\$99,332.90
23	1.6980	\$74,145.97	23	1.8330	\$80,040.97	23	2.0748	\$90,599.57	23	2.1748	\$94,966.23	23	2.2248	\$97,149.56	23	2.2748	\$99,332.90
24	1.6980	\$74,145.97	24	1.8330	\$80,040.97	24	2.0748	\$90,599.57	24	2.1748	\$94,966.23	24	2.2248	\$97,149.56	24	2.2748	\$99,332.90
25	1.7191	\$75,067.34	25	1.8570	\$81,088.97	25	2.1026	\$91,813.50	25	2.2026	\$96,180.16	25	2.2526	\$98,363.50	25	2.3026	\$100,546.83

2023-2024 SUPPLEMENTAL SALARY SCALES

2023-2024 Salary Schedule Printout -- Supplemental

Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary			
01			02			03			04			05			06		
0	0.15	\$7,205.00	0	0.11	\$5,283.67	0	0.10	\$4,803.33	0	0.0800	\$3,842.67	0	0.07	\$3,362.33	0	0.06	\$2,882.00
1	0.15	\$7,205.00	1	0.11	\$5,283.67	1	0.10	\$4,803.33	1	0.0800	\$3,842.67	1	0.07	\$3,362.33	1	0.06	\$2,882.00
2	0.15	\$7,205.00	2	0.11	\$5,283.67	2	0.10	\$4,803.33	2	0.0800	\$3,842.67	2	0.07	\$3,362.33	2	0.06	\$2,882.00
3	0.16	\$7,685.33	3	0.12	\$5,764.00	3	0.11	\$5,283.67	3	0.0900	\$4,323.00	3	0.08	\$3,842.67	3	0.07	\$3,362.33
4	0.16	\$7,685.33	4	0.12	\$5,764.00	4	0.11	\$5,283.67	4	0.0900	\$4,323.00	4	0.08	\$3,842.67	4	0.07	\$3,362.33
5	0.17	\$8,165.66	5	0.13	\$6,244.33	5	0.12	\$5,764.00	5	0.1000	\$4,803.33	5	0.09	\$4,323.00	5	0.08	\$3,842.67
6	0.17	\$8,165.66	6	0.13	\$6,244.33	6	0.12	\$5,764.00	6	0.1000	\$4,803.33	6	0.09	\$4,323.00	6	0.08	\$3,842.67
7	0.18	\$8,646.00	7	0.14	\$6,724.66	7	0.13	\$6,244.33	7	0.1100	\$5,283.67	7	0.10	\$4,803.33	7	0.09	\$4,323.00
8	0.18	\$8,646.00	8	0.14	\$6,724.66	8	0.13	\$6,244.33	8	0.1100	\$5,283.67	8	0.10	\$4,803.33	8	0.09	\$4,323.00
9	0.19	\$9,126.33	9	0.15	\$7,205.00	9	0.14	\$6,724.66	9	0.1200	\$5,764.00	9	0.11	\$5,283.67	9	0.10	\$4,803.33

2023-2024 Salary Schedule Printout -- Supplemental

Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary			
07			08			09			10		
0	0.05	\$2,401.67	0	0.04	\$1,921.33	0	0.03	\$1,441.00	0	0.02	\$960.67
1	0.05	\$2,401.67	1	0.04	\$1,921.33	1	0.03	\$1,441.00	1	0.02	\$960.67
2	0.05	\$2,401.67	2	0.04	\$1,921.33	2	0.03	\$1,441.00	2	0.02	\$960.67
3	0.06	\$2,882.00	3	0.05	\$2,401.67	3	0.04	\$1,921.33	3	0.03	\$1,441.00
4	0.06	\$2,882.00	4	0.05	\$2,401.67	4	0.04	\$1,921.33	4	0.03	\$1,441.00
5	0.07	\$3,362.33	5	0.06	\$2,882.00	5	0.05	\$2,401.67	5	0.04	\$1,921.33
6	0.07	\$3,362.33	6	0.06	\$2,882.00	6	0.05	\$2,401.67	6	0.04	\$1,921.33
7	0.08	\$3,842.67	7	0.07	\$3,362.33	7	0.06	\$2,882.00	7	0.05	\$2,401.67
8	0.08	\$3,842.67	8	0.07	\$3,362.33	8	0.06	\$2,882.00	8	0.05	\$2,401.67
9	0.09	\$4,323.00	9	0.08	\$3,842.67	9	0.07	\$3,362.33	9	0.06	\$2,882.00

AUTHORIZATION FORM
FOR
SICK LEAVE DONATION – DCEA

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 Legal Name

Signature

Date

Approved:

Date

Human Resources/Designee

PROBLEM-SOLVING PROCESS

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

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

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

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

Define the problem _____

List efforts to resolve issues _____

Concerns that remain unresolved _____

Administrator signature

Teacher(s), or Association
Designee signature

Date

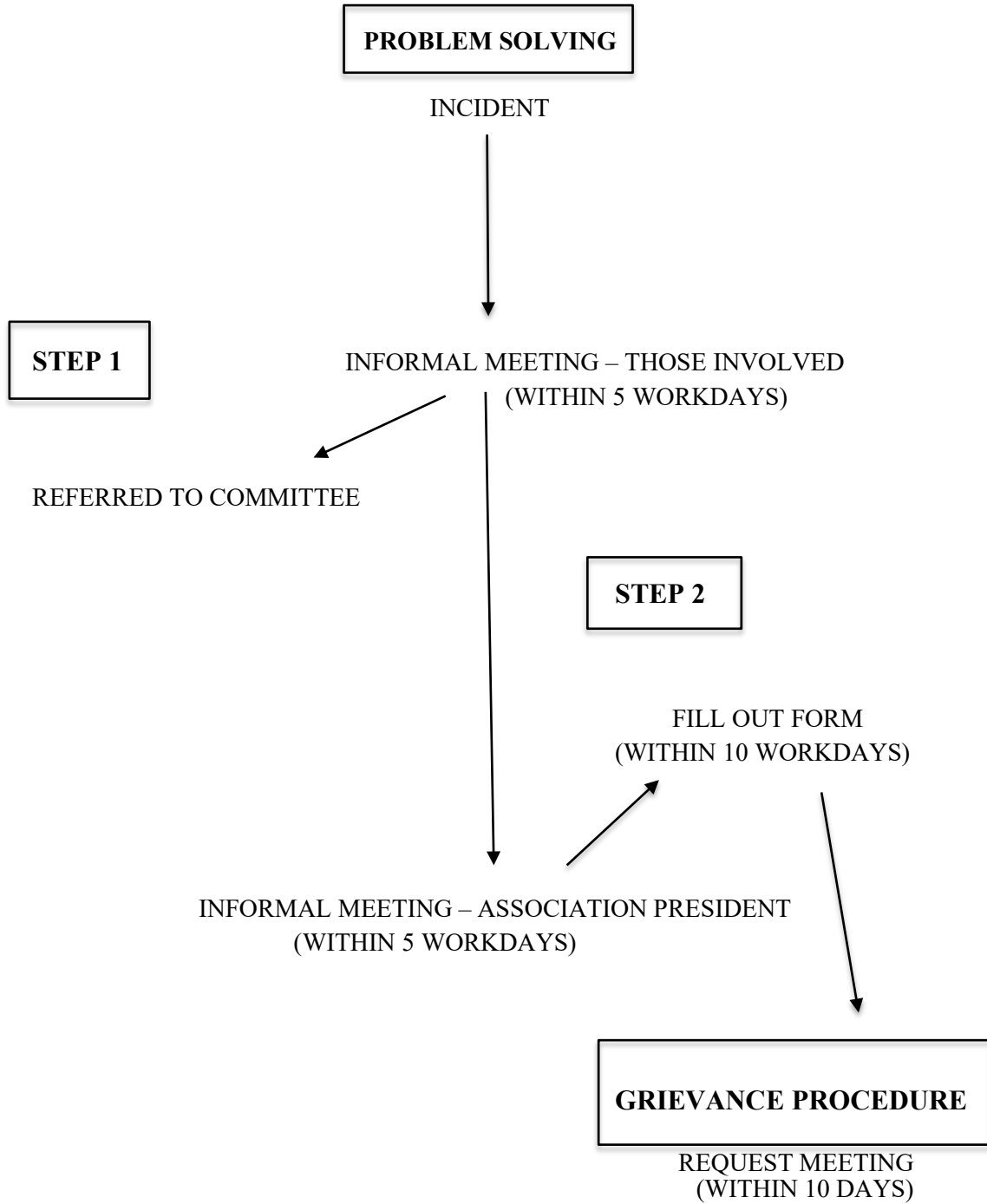
Date _____

Re: Informal Problem Solving

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

Administrator

Teacher(s), or Association Designee



Conflict Resolution Process

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

Plan ahead – analyze

- What specifically concerns me about this conflict?
- How does this affect me?
- Why is this important to me? What are my values?
- Do I carry suspicions or assumptions about the other person?
- What would make the situation better for me?

Set the tone

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

Discuss and define the problem

- Each person states their issues and feelings (taking turns - while one person states their issues and feelings, the other uses Active Listening).
- Use effective listening and speaking techniques.
- Identify interests and needs.
- If necessary, discuss assumptions, suspicions, and values.

Summarize new understandings

Brainstorm alternative solutions

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

Plan for follow-up

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

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

Negotiated Collective Bargaining Agreement Between the Board of Education, Delaware City School District and the Delaware City Teachers Association for the period from August 1, 2022 through July 31, 2024.

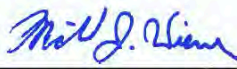
The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Delaware City School District, located in Delaware County, hereby certify in connection with the contract referenced above (the "Contract") that:

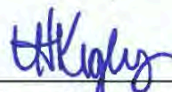
The school district has in effect for the required period of certification the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program.

The Treasurer will forward a copy of this certificate to the county auditor of each county in which a part of the school district is located.

IN WITNESS WHEREOF, we have hereunto set our hands this 16th day of May 2022.

DELAWARE CITY SCHOOL DISTRICT
DELAWARE COUNTY, OHIO

By: 
Title: President, Board of Education

By: 
Title: Superintendent

By: 
Title: Treasurer / CFO