07/07/2023
2981-01
23-CON-01-2981
43135

# NEGOTIATED AGREEMENT

## BETWEEN

## THE DUBLIN EDUCATORS' ASSOCIATION

## AND

## THE DUBLIN CITY SCHOOLS
## BOARD OF EDUCATION

## August 1, 2023 through July 31, 2026

## TABLE OF CONTENTS


PREAMBLE ..... 6

ARTICLE I RECOGNITION ..... 6

ARTICLE II NEGOTIATIONS PROCEDURE ..... 7

2.1. Supersession ..... 7
2.2. Representatives ..... 7
2.3. Commencement ..... 7
2.4. Negotiations Responsibility ..... 8
2.5. Negotiations Process ..... 8
2.6. Inability to Reach Agreement ..... 9
2.7. Alternative Negotiations Procedures ..... 10

ARTICLE III GRIEVANCE PROCEDURE ..... 10

3.1. Definitions ..... 10
3.2. Rights of the Grievant and the Association ..... 10
3.3. Time Limits ..... 11
3.4. Procedure ..... 12
3.5. Application of Grievance Procedure ..... 13

ARTICLE IV MANAGEMENT RIGHTS ..... 13

ARTICLE V ASSOCIATION RIGHTS ..... 14

ARTICLE VI COMPLETE AGREEMENT ..... 16

ARTICLE VII EQUAL OPPORTUNITY ..... 17

ARTICLE VIII STRS PICK-UP ..... 17

ARTICLE IX PERSONNEL FILES ..... 18

ARTICLE X ACCESS TO WORK AREA ..... 20

ARTICLE XI SCHOOL CALENDAR ..... 21

ARTICLE XII CLOSED SCHOOL DAYS ..... 22

ARTICLE XIII STAFF MEMBER DAY ..... 22

ARTICLE XIV PUBLIC COMPLAINT PROCEDURE ..... 24

ARTICLE XV ACADEMIC FREEDOM ..... 25

ARTICLE XVI ADMINISTRATIVE REVIEW ..... 25

ARTICLE XVII FAIR DISMISSAL ..... 26

ARTICLE XVIII SEQUENCE OF CONTRACTS ..... 28

ARTICLE XIX PROFESSIONAL STAFF TRANSFERS ..... 31

19.1. Voluntary Transfers ..... 31
19.2. Involuntary Transfers ..... 32

ARTICLE XX REDUCTION IN FORCE ..... 32

ARTICLE XXI JOB OPENINGS AND ANNOUNCEMENTS ..... 35

ARTICLE XXII NOTIFICATION OF ASSIGNMENT ..... 35

ARTICLE XXIII CONTRACTING OUT ..... 35

ARTICLE XXIV PROFESSIONAL STAFF EVALUATION ..... 37

ARTICLE XXV PRIVACY OF CRITICISM AND OTHER LIMITS ..... 38

ARTICLE XXVI TRAVELING STAFF MEMBERS ..... 38

ARTICLE XXVII NON-INSTRUCTIONAL DUTIES ..... 39

ARTICLE XXVIII LEAVES OF ABSENCE ..... 39

28.1. Unpaid Leave (General)* ..... 39
28.2. Short Term Leave ..... 40
28.3. Medical Leave* ..... 40
28.4. Child Care Leave* ..... 41
28.5. Compulsory Court Appearance Leave ..... 42
28.6. Professional Sabbatical Leave ..... 42
28.7. Jury Leave ..... 43
28.8. Assault Leave ..... 43
28.9. Military Leave ..... 44
28.10. Return From Leave ..... 44
28.11. General Provision for Unpaid Leave (General), Medical Leave, and Child Care Leave ..... 44
28.12. Sick Leave ..... 45
28.13. Professional Leave ..... 48
28.14. Paid Personal Leave ..... 49
28.15. Religious Leave ..... 50
28.16. Association Leave ..... 51
28.17. Family and Medical Leave Act ..... 52

ARTICLE XXIX AD HOC COMMITTEES/STIPENDS ..... 52

ARTICLE XXX FEE WAIVER DISTRIBUTION AND TUITION REIMBURSEMENT ..... 54

30.1. Application ..... 54
30.2. Distribution Procedure for Fee Waivers ..... 54
30.3. Preference Order (Criteria) by Quarter/Semester for Fee Waivers ..... 55
30.4. Unused Fee Waivers or Dropped Courses ..... 55
30.5. Use of Fee Waivers ..... 56
30.6. Board Allocation for Tuition Reimbursement ..... 56

ARTICLE XXXI SUPPLEMENTAL SALARIES ..... 57

31.1. Introduction ..... 57
31.2. General Provisions ..... 57
31.3. Experience Factor ..... 58
31.4. Non-Grievability of Level Values ..... 59
31.5. Supplemental Salary Conversion Scales ..... 59
31.6. Installments ..... 60

ARTICLE XXXII SEVERANCE ..... 60

ARTICLE XXXIII PROFESSIONAL DUES DEDUCTION ..... 62

ARTICLE XXXIV OTHER PAYROLL DEDUCTIONS ..... 64

34.1. Voluntary and Mandatory Deductions ..... 64
34.2. Credit Union ..... 65
34.3. Tax Sheltered Investment Accounts ..... 65

ARTICLE XXXV REQUEST FOR CHANGE IN DEGREE ALLOWANCE ..... 68

ARTICLE XXXVI PAY PLAN ..... 68

ARTICLE XXXVII PART-TIME EMPLOYEES ..... 69

37.1. Definitions ..... 69
37.2. Benefits ..... 69

ARTICLE XXXVIII NOTICE OF SALARY ..... 70

ARTICLE XXXIX MILEAGE REIMBURSEMENT ..... 70

ARTICLE XL INSURANCES ..... 70

40.1. Health, Dental, Vision ..... 70
40.2. Term Life Insurance ..... 71
40.3. Insurance Committee ..... 72

ARTICLE XLI SALARY SCHEDULE INDEX ..... 73

ARTICLE XLII SALARY SCHEDULES ..... 74

ARTICLE XLIII CONTINUITY OF OPERATIONS ..... 79

ARTICLE XLIV COLLABORATIVE DECISION MAKING ..... 79

ARTICLE XLV PROFESSIONAL DEVELOPMENT PROGRAMS ..... 79

45.1. Purpose ..... 79
45.2. Local Professional Development Committee ..... 79
45.3. Mentoring Program ..... 81
45.4. Professional Development Time ..... 83

ARTICLE XLVI FAIR SHARE FEE ..... 84

ARTICLE XLVII FITNESS FOR DUTY ..... 86

ARTICLE XLVIII MISCELLANEOUS ..... 86
48.1. Class Coverage ..... 86
48.2. Issuance of Athletic Supplemental Contracts ..... 87
48.3. Teacher Professional Organization (TPO) Supplemental Contracts ..... 87
48.4. Development of Copyright Materials, Media and Online Projects ..... 87
48.5. Employment of Previously Retired Professional Staff Members ..... 88
48.6. Maintaining Certification/Licensure ..... 89
48.7. Highly Qualified Teacher ..... 89
48.8. Payment for Record Checks ..... 90
ARTICLE XLIX COPIES OF AGREEMENT ..... 91
ARTICLE L JOB SHARING ..... 91
50.1 Introductory Statement ..... 91
50.2 Definition and Related Information ..... 91
50.3 Compensation ..... 92
50.4 Notification of Intent ..... 92
ARTICLE LI INDIVIDUALS WITH DISABILITIES EDUCATION IMPROVEMENT ACT (IDEIA) ..... 93
ARTICLE LII EVERY STUDENT SUCCEEDS ACT ("ESSA") ..... 94
ARTICLE LIII MASTER TEACHER REVIEW COMMITTEE ..... 94
53.1 Master Teacher Review Committee (MTRC) ..... 94
53.2 Operations ..... 95
53.3 Employee Protection ..... 95
ARTICLE LIV DURATION OF CONTRACT ..... 96
APPENDICES ..... 97

## PREAMBLE

This Contract, entered into at Dublin, Ohio, effective August 1, 2023, is between the Board of Education of the Dublin City School District (hereinafter referred to as the "Board") and the Dublin Educators' Association OEA/NEA (hereinafter referred to as the "Association").

## ARTICLE I

## RECOGNITION

1.1. The Board recognizes the Dublin Educators' Association OEA/NEA as the sole and exclusive representative for members of the bargaining unit, who are referred to herein at various times and in different contexts as, *inter alia*, "members," "members of the bargaining unit," "professional staff members," "staff members," "certificated/licensed employees," and "teachers." The bargaining unit shall include all regularly employed full-time and all regularly employed part-time certificated/licensed employees, except all confidential, supervisory, management level, casual, and seasonal employees as defined in Section 4117.01 of the Ohio Revised Code, home instruction tutors and all substitute teachers. For the purpose of this section, "supervisory" and "management level" employees shall be defined as including:

Superintendent;
Deputy Superintendent;
Executive Directors;
Directors;
Assistant Directors;
Coordinators;
Specialists;
Principals;
Assistant Principals;
Administrative Contract Athletic Directors;
Head Athletic Trainers;
Assistant Athletic Trainers.

1.2. Recognition of the Association as the exclusive representative of members of the above-defined bargaining unit shall be for the term of this written contract without challenge, as provided in Sections 4117.04(A) and 4117.05(B) of the Ohio Revised Code.

## ARTICLE II

## NEGOTIATIONS PROCEDURE

2.1. Supersession

Pursuant to Section 4117.14(C)(1) and (E) of the Ohio Revised Code, the parties have established the following, mutually agreed upon negotiations and dispute resolution procedure, which supersedes the procedures listed in Section 4117.14(C)(2-6) of the Ohio Revised Code and any other procedures to the contrary. Nothing herein shall be construed to limit the rights of the Association set forth in Section 4117.14(D)(2) of the Ohio Revised Code after utilizing provisions of this Article. This procedure shall remain in effect until amended or terminated by the parties and shall govern the negotiation of a successor agreement. Either party may propose changes to this procedure as part of its initial bargaining proposals pursuant to Section 2.3a below.

2.2. Representatives

The collective bargaining representatives of each party shall consist of not more than six (6) individuals.

2.3. Commencement

A. Pursuant to Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice upon the other party of the proposed termination, modification, or successor Agreement. The initiating party must serve notice not less than ninety (90) calendar days prior to the later of (i) the expiration of the existing Agreement or (ii) the expiration of any written extension of the existing Agreement (if such a written extension has been entered into more than ninety (90) calendar days prior to the expiration of the existing Agreement or any written extension thereof).

B. The initiating party shall offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement, and shall notify the State Employment Relations Board (hereinafter referred to as "SERB") of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.

C. Upon receipt of the notice specified in Subsection a above, the parties shall enter into collective bargaining.

D. Meetings shall be held at the reasonable request of either party; the initial meeting, however, shall be held not later than seventy-five (75) calendar days

prior to the later of (i) the expiration of the existing Agreement or (ii) the expiration of any written extension of the existing Agreement (if such a written extension has been entered into more than ninety (90) calendar days prior to the expiration of the existing Agreement or any written extension thereof).

E. All proposals for negotiations shall be complete and in writing and exchanged at the first collective bargaining meeting between the parties, unless mutually agreed otherwise.

F. Those Articles in the existing collective bargaining Agreement which are not proposed to be modified or terminated by either party shall become a part of the next collective bargaining Agreement.

2.4. Negotiations Responsibility

A. Either party may call upon a professional or a lay representative to make presentations of reasonable duration to the other party concerning matters when under discussion.

B. All negotiations meetings shall be private and closed to all except the negotiating teams and any consultants and observers admitted pursuant to Section 2.4a above and Section 2.5f below.

C. In a timely fashion the Board shall furnish to the Association, upon reasonable request, information in such form as it exists that would assist the Association in making proposals for negotiations including, but not limited to, information about operating levies, enrollment, budgets, and other financial data of the school district. The Association shall furnish to the Board's negotiating representatives, upon reasonable request, information in such form as it exists, that would assist the Board in analyzing Association proposals.

2.5. Negotiations Process

A. Upon the request of either party, a negotiations meeting shall be recessed to permit the requesting party an opportunity to caucus. The caucus shall be restricted to a maximum of thirty (30) minutes unless both parties agree to an extension.

B. Requests for information from either team during negotiations shall be made through the respective negotiations representatives.

C. As negotiations items receive tentative agreement, they shall be reduced to writing and initialed by the chair of each party. Each party may determine the number of matters included in an "item".

D. When an Agreement is reached on all issues proposed, each party's negotiations

representatives shall respectively urge and recommend the adoption of such Agreement, which shall be reduced to writing and submitted to the Association membership for approval. If approved, the Agreement shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the Association and the Board, the Agreement shall become a binding collective bargaining Agreement between the Association and the Board and shall supersede any Board policy, rule, or regulations that may conflict with any term or condition of the Agreement.

E. Approval by either the Board or the Association occurs when a majority (50% + 1) of the members of each of the parties present and voting votes in favor of the Agreement. Otherwise the tentative Agreement is rejected.

F. The Board and the Association may admit observers to negotiations meetings. Observers are to retain the confidentiality of the negotiations process. Each party may have up to three (3) observers attend negotiations meetings. The Board observers are restricted to present/elected Board members and supervisors as defined in Article I above. The Association observers are restricted to members of its bargaining unit as defined in Article I above.

2.6. Inability to Reach Agreement

A. If agreement is not reached within forty-five (45) calendar days of the first collective bargaining meeting, in lieu of requesting SERB to intervene as provided in Section 4117.14(C)(2) of the Ohio Revised Code, the parties agree to submit a joint written request to the Federal Mediation Conciliation Service (hereinafter referred to as "FMCS") for a mediator to assist the parties. Upon mutual agreement, the parties may request mediation from an alternative mediation service. Nothing herein shall prevent the parties from mutually agreeing to continue negotiations without mediation assistance.

B. The mediator shall have the authority to hold bargaining sessions and to confer with any person deemed necessary to resolve the impasse. The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a negotiated agreement.

C. If agreement is not reached on unresolved issue(s) by the tenth (10th) calendar day prior to the expiration of the existing agreement or any mutually agreed extension thereof, or the expiration of the ninety (90) calendar day period identified in Section 2.3a above, whichever is later, the Association may give a written ten (10) day notice of an intent to strike to the Board and to SERB in keeping with Section 4117.14(D)(2) of the Ohio Revised Code.

D. Nothing herein shall be construed to prohibit the parties at any time from mutually and voluntarily agreeing to submit any and all issues in dispute to any alternative dispute settlement procedure.

2.7. Alternative Negotiations Procedures

The parties, upon mutual agreement, may enter into negotiations procedures which differ from those outlined in Sections 2.1 through 2.6 above. The timeline for alternative negotiations procedures shall be mutually determined and may require changes in deadlines listed in the conventional procedures of said Sections 2.1 through 2.6.

## ARTICLE III

## GRIEVANCE PROCEDURE

3.1. Definitions

A. A "grievance" is an alleged violation, misinterpretation or misapplication of this contract between the Board and the Association.

B. A "grievant" may be a member, a group of staff members, or the Association.

C. The "immediate supervisor" shall mean a non-bargaining unit member who has immediate administrative line authority over the affected grievant.

3.2. Rights of the Grievant and the Association

A. A grievant at his/her request may be represented by the Association at all formal and informal steps, and no other person or entity may provide such representation. The Association shall have the opportunity to be present at all grievance meetings during which grievance adjustments are discussed with the grievant.

B. The purpose of this procedure is to secure, through the lowest level administrator having authority to resolve the grievance, a solution to the grievance. The parties agree that grievances shall be kept as confidential as is appropriate and processed as expeditiously as possible.

C. The Board through its administrative staff shall provide the Association all readily available pertinent data and material requested by the Association to permit the processing of a grievance in a timely fashion, and the Association shall provide all readily available pertinent data requested by the Board through its administrative staff for like purposes.

D. A grievant may withdraw a grievance at any level. Once withdrawn, a grievant is barred from refiling that grievance.

E. Unless part of a settlement or by direction of an arbitrator's award, no grievance form(s), record, document, or communication arising from a grievance shall be

placed in the personnel file of any participant involved in the use of this procedure. No reprisal shall be made against any party involved in the use of this procedure.

F. All written grievances shall include the specific section(s) of the alleged violation(s), misinterpretation(s), or misapplication(s) of the contract and shall include the relief sought and date of the filing.

3.3. Time Limits

A. The number of days specified at each step in this procedure shall be the maximum. The time limits specified, however, may be extended by written agreement of the parties.

B. If the grievant does not file a grievance in writing within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based, the grievance shall be considered waived.

C. If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance shall be deemed resolved on the basis of the written disposition of that step.

D. Failure at any step of this procedure to conduct a meeting or to communicate a decision on the grievance within the specified time limits automatically entitles the grievant to proceed to the next level unless the time limits are extended in keeping with Section 3.3a above.

E. If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor, it may be initiated at Step II.

F. Except at the arbitration step, each meeting held pursuant to this procedure shall be conducted at a time and place mutually agreed upon by the grievant and the appropriate administrator. Each meeting shall be held at a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

G. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday), excluding legal holidays.

H. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered to the appropriate party or designee.

3.4. Procedure

A. Informal Procedure

A grievance shall be verbally presented to the grievant's immediate supervisor in an attempt to resolve it. Prior to the presentation of a grievance, the grievant shall inform the immediate supervisor expressly that s/he is presenting a grievance at the informal step to provide adequate time for the grievant or the immediate supervisor to notify the Association so that appropriate Association personnel are afforded the opportunity to attend such meeting.

B. Formal Procedure

STEP I

If the grievance is not resolved to the satisfaction of the grievant at the informal level, the grievant may further pursue the grievance within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based by submitting the grievance in writing to his/her immediate supervisor. Within seven (7) days after the receipt of the Step I written grievance, the immediate supervisor shall meet with the grievant. Within seven (7) days of this meeting, the immediate supervisor shall provide the grievant and the Association with a written disposition of the grievance.

STEP II

If the grievance is not resolved to the satisfaction of the grievant by Step I, the grievant may further pursue the grievance within seven (7) days after receipt of the Step I disposition by submitting the written grievance, Step I to the Superintendent's designee and to the Association's Grievance Committee Chairperson. Within seven
(7) days after receipt of the Step I written grievance the Superintendent's designee shall meet with the grievant. The Superintendent's designee shall write a disposition of the grievance and return a copy to the grievant, the Association's Grievance Committee Chairperson and the Superintendent within seven (7) days after such meeting.

STEP III

The Association may appeal a non-binding Step II grievance disposition by submitting a demand for arbitration form to the American Arbitration Association (hereinafter referred to as "AAA") within seven (7) days after receipt of the Step II disposition. A copy of said demand form shall be sent to the Superintendent at the same time as the original is sent to AAA. The arbitrator shall be selected in keeping with then-current AAA Voluntary Labor Arbitration Rules, except that

either party may request a second list of arbitrators. Once the arbitrator has been selected, s/he shall proceed with the arbitration on the grievance in accordance with said Voluntary Labor Arbitration Rules.

The arbitrator shall hold the necessary hearing promptly and issue the award within such time as may be agreed upon. The award shall be in writing and copy sent to all parties present at the hearing. The award of the arbitrator shall be binding on the Board, the Association, and the grievant.

The costs and expenses of the arbitrator and the fees of AAA shall be borne by the losing party.

MEDIATION

At any Step of the procedure set forth in this section, the Association and the Board ("the parties") may mutually agree to mediate the grievance using such process as they shall then likewise mutually agree to, provided that the refusal to agree to, statements made in, and the results of any such mediation shall each be inadmissible for any reason at any Step of the grievance procedure, and provided further that, in keeping with section 3.3a above, in agreeing to undertake any mediation the parties may also agree to extend any time limit(s) that would otherwise be applicable under this section.

3.5. Application of Grievance Procedure

Nothing contained in this grievance procedure shall be construed as limiting the individual rights of a staff member or the Association having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, to seek legal redress under any applicable law, or to seek other redress in keeping with any applicable rule or regulation established by the SERB pursuant to Chapter 4117 of the Ohio Revised Code. This procedure, however, shall be the sole and exclusive method of resolving complaints within the definition of "grievance".

## ARTICLE IV

## MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express

terms of this contract and Ohio Statutes and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

## ARTICLE V

## ASSOCIATION RIGHTS

The Association shall have the following rights as the sole and exclusive bargaining representative of the bargaining unit:

5.1. To address the staff at the first district staff meeting and all subsequent district staff meetings each school year upon request of the Association President;

5.2. To address new staff at their orientation meeting upon request of the Association President;

5.3. To make announcements at building faculty meetings;

5.4. To have Association building representatives use faculty bulletin board space in faculty lounges;

5.5. To use a building public address system at the discretion of the building administrator;

5.6. To use the school district's interschool mailing system and any technology for the distribution of Association materials and information to staff members to the extent permitted by law, the Association to indemnify and hold harmless the Board for any violation of said legal limitation;

5.7. To place Association materials in staff members' and all district building administrators' mailboxes and receptacles;

5.8. To use school facilities for meetings of the Association provided such meetings do not interfere with school, educational programs, school business, or contractual agreements, and provided the appropriate administrator is notified at least twenty-four (24) hours in advance of the use of the school facilities. This time limit may be waived by the appropriate administrator if the Association deems its meeting an emergency meeting;

5.9. To transact official Association business on school property as long as it does not interfere with or interrupt school business;

5.10. To use school business machines such as typewriters, copying/duplicating machines, calculators, audio-visual equipment, computers (upon request and approval by the building principal) and other equipment/machines ordinarily used by teachers during their

regular employment duties, provided use shall be made on school property and does not interfere with school or school business use of this equipment.

The Association shall be assessed a fair and just fee for use of the building equipment to be determined by the Association President and the Superintendent.

The Association shall supply its own consumables for said machines.

The Association shall pay for any damage, loss, or theft of borrowed property.

5.11. To membership in any and all standing and special district committees in which teacher input is required and has an impact on educational programs;

5.12. To designate one of its members to be in attendance at all public Board meetings for the purpose of representing the views and positions of the Association and not those of individual staff members.

This person shall be provided a copy of all notices of meetings, enclosures, addendums, agendas, and all other documents provided to Board members for such public meetings. Such material shall be placed in the district mailing system, at the same time said materials are delivered to Board members, to the Association President and Vice President. The only exclusion to this provision is any document which cannot be provided without violating applicable law or is only for executive session;

5.13. To have sent to its President and Vice President the following information:

A. A complete copy of the agenda for each Board meeting in advance of regular meetings;

B. A complete copy of the approved Board minutes for each Board meeting;

C. A complete copy of the Annual Appropriations Resolution when adopted by the Board;

D. A complete copy of the Annual Report to the Auditor of the State of Ohio when submitted to the Auditor;

E. A copy of the Official Certificate of Estimated Resources and any amendments thereto;

F. A copy of the proposed budget prior to public hearing;

G. A copy of the adopted budget;

H. A copy of the training and experience grid for the certified employees;

I. A copy of all general communications from the Central Office to all certificated/licensed employees;

J. A copy of the contract status (full-time, what portion of full-time, continuing contract, limited contract) of each professional staff member and his/her date of hire (continuous employment without break of contract), such data to be provided each November and March;

K. A copy of class size and teacher load information when available once at the beginning of the first semester and once at the beginning of the second semester;

L. Addenda to the Board of Education minutes;

M. New program(s) materials sent to administrators;

N. Staff directory.

5.14. To be provided sufficient office space upon availability, provided that educational needs are to take priority.

## ARTICLE VI

## COMPLETE AGREEMENT

6.1. Except as provided in Sections 6.2 and 6.3 below:

A. The Board and the Association agree that this Agreement constitutes the entire Agreement between them for the period indicated.

B. The terms of this Agreement are binding upon both parties and may not be changed by either party without the agreement of the other pursuant to Section 6.2 below. The Board and the Association shall not be required to negotiate on additional items that were not discussed during the process of forming this Agreement.

6.2. The President of the Association and the Superintendent, or their respective designees, may meet privately during the term of this Agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment shall be submitted for ratification by the Executive Board of the Association and thereafter by the Board and shall become effective upon such dual ratification unless the amendment otherwise provides.

6.3. Any section of this Agreement found contrary to law shall be deemed invalid except to the extent permitted by law. All other provisions shall continue in full force and effect. If a change in any law renders any section of this Agreement invalid, renegotiations shall occur for that specific section only, and all other provisions of this Agreement shall

remain in full force and effect. In this specific case, and contrary to Chapter 4117 of the Ohio Revised Code, if impasse is reached on the section being renegotiated, the right to strike is waived during the term of this Agreement.

## ARTICLE VII

## EQUAL OPPORTUNITY

Except as may be required or permitted by applicable law or state or federal regulation or provisions of any Board affirmative action policy which are not in conflict with any applicable law or state or federal regulation, there shall be no discrimination against any professional staff member because of such member's race, color, creed, gender, sexual orientation, age, national origin, religion, disability, or membership in the Association.

## ARTICLE VIII

## STRS PICK-UP

For purposes of this section, total annual salary per pay period for each professional staff member shall be the salary otherwise payable under this Agreement and his/her contracts. The total annual salary and salary per pay period of each staff member shall be payable by the Board in two parts:

(1) deferred salary and (2) cash salary. A staff member's deferred salary shall be equal to that percentage of said staff member's total annual salary or salary per pay period which is required from time to time by State Teachers' Retirement System (hereinafter referred to as "STRS") to be paid as an employee contribution by said staff member and shall be paid by the Board to STRS on behalf of said staff member as a "pick-up" of the STRS employee contribution otherwise payable by said staff member. A staff member's cash salary shall be equal to said staff member's total annual salary or salary per pay period less the amount of the pick-up for said staff member and shall be payable, subject to the applicable payroll deductions, to said staff member. The Board's total combined expenditures for staff members' total annual salaries otherwise payable under their contracts and applicable Board policies (including pick-up amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section not been in effect.

The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as a professional staff member's gross income said staff member's total annual salary, including the amount of the pick-up. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

The pick-up shall be included in the professional staff member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

## ARTICLE IX

## PERSONNEL FILES

9.1. The official personnel files on professional staff members shall be kept in the office of the Superintendent or his/her designee and, regarding financial matters, in the office of the Board's Treasurer or his/her designee. Such files may include the following materials:

A. Personnel data filed at the time of employment by the staff members;

B. Copies of transcripts, certificates/licenses, credentials, resumes, other acknowledgements of training;

C. Records of acknowledgements verifying years of experience;

D. Records of meetings with the staff member that are of sufficient importance to warrant reducing the content of the meetings to writing;

E. Copies of performance observations and evaluations;

F. Records of commendations, awards, or honors bestowed upon the staff member;

G. Job descriptions of position held by the staff member and the latest position held;

H. Pertinent medical records;

I. Information or records required by law or arbitration;

J. Military records;

K. Salary notices, contracts, and other documentation of positions held and compensation paid in the employment of the Board;

L. Any administrative report, including pertinent materials, concerning action(s) of the staff member, provided that, when any materials are placed in a staff member's personnel file pursuant to this Subsection 1, the staff member shall be notified in writing of the fact of such placement.

Anonymous or confidential complaints unsigned shall not be placed in a bargaining unit member's personnel file.

9.2. Access to personnel files:

A. A professional staff member desiring to examine her/his personnel file may do so by making a request of the Superintendent or his/her designee or, for financial information, the Board's Treasurer or his/her designee. A professional staff member desiring to do so may be accompanied by another person of her/his choice when reviewing the personnel file.

B. If the Board reviews a personnel file at a general or special meeting of the Board, it shall do so only in executive session.

C. Should a public records request be made of the professional staff member's personnel file, the following shall apply:

i. The Executive Director for Human Resources or his/her designee will inform the staff member of the request within two days (as defined in Section 3.3g above) of receipt of the request and, if known, **t**he identity of the person or organization making the request;

ii. Medical records and the staff member's personal information that are not a public record under Ohio Revised Code Chapter 149 (ex. social security number, home phone number, etc.) will not be subject to disclosure pursuant to such a request**;** and

iii. If copies of materials in the personnel file are taken by the person or organization making the request, the Executive Director for Human Resources or his/her designee will furnish the employee with either duplicate copies of such materials or notice of what materials were copied and taken.

9.3. Any professional staff member disputing the timeliness, relevancy, or accuracy of the information found in the personnel files may do the following as the exclusive remedies concerning same:

A. Request, in writing, the removal of a specific disputed item(s) or information. The decision to remove or not remove the dispute item(s) of information shall be made by the Superintendent or his/her designee, or by the Board's Treasurer or his/her designee for financial matters, subject in either case to appeal to the Board for final determination, provided that, in the event that such removal does occur for any non- financial item(s), the Superintendent or his/her designee shall advise the professional staff member's Principal(s) and any other individual(s) copied on the item(s) of such removal, and/or

B. File a brief written statement regarding his/her position on the disputed item(s) of information.

9.4. Intended use of personnel file:

A. For completion of governmental reports;

B. For verification or documentation of information requested in reports;

C. For performance evaluation and contract purposes.

9.5. Responsibility for maintenance of personnel records:

A. The Superintendent or his/her designee shall be responsible for the maintenance of such files, except for financial records maintained by the Board's Treasurer or his/her designee.

B. The Superintendent or his/her designee shall be responsible for maintaining the privacy of personnel files located in the district's administrative offices, except that the Board's Treasurer or his/her designee shall be responsible for maintaining the privacy of personnel financial records maintained by him/her. Maintenance of the file(s) shall include an index and inventory of contracts.

C. Files shall be made available only by the Superintendent or his/her designee, except that the Board's Treasurer or his/her designee shall make available the personnel financial records maintained by him/her.

D. Nothing may be removed from the file by any party during review of the file by the staff member or representative.

9.6. Non-compliance with the procedures of this Article shall be subject to the grievance provisions of this Agreement, provided that nothing in this section shall make the substance of personnel file contents identified in Section 9.1 above in any way subject to those grievance provisions.

9.7. This Article shall supersede and render inapplicable Chapter 1347 of the Ohio Revised Code, as amended.

## ARTICLE X

## ACCESS TO WORK AREA

Each building administrator shall provide reasonable access to professional staff members to all work areas in their assigned building(s). The building administrator may limit access for reasons of security, health, safety, etc. The intent of this provision is to provide a system in every building for reasonable access to buildings for each professional staff member.

Having access to the building carries with it the responsibility for maintaining security. If a

professional staff member fails to demonstrate responsibility, all rights and privileges granted by this provision for that particular staff member may be revoked.

## ARTICLE XI

## SCHOOL CALENDAR

In November of each year, a school calendar committee shall be appointed consisting of no more than eight (8) members. The Superintendent shall appoint no more than six (6) members, no more than two (2) of whom shall be parents, no more than two (2) of whom shall be from the classified staff, and no more than two (2) of whom shall be administrators. The Association President shall appoint no more than two (2) members. This standing committee shall study and draft options, which shall include proposals for the next school year and which may include proposals for the school year thereafter as well. Such draft options shall then be submitted to the employee groups for a vote, after which the draft options shall be presented, in prioritized order separately for any school year for which a proposal is made, to the Superintendent for consideration and recommendation to the Board for further consideration and final approval, provided that, whatever his/her recommendation, the Superintendent shall inform the Board of all options as presented and prioritized to him/her as set forth herein.

Any school calendar shall include no more than one hundred eighty-five (185) days, provided that, as a condition of employment for staff members new to the District, orientation meetings of not more than two (2) days each year, sometime on or after August 1st and prior to the opening of school for other faculty, shall be exempt from the one hundred eighty-five (185) day limitation that is set forth in this and the next paragraph so long as the Board pays each such new staff member a stipend of $200 for attending such orientation meetings during the aforementioned two (2) days. New staff members who have a Health Savings Account with the district's custodian may elect to receive this stipend in their HSA. All other new staff members will receive this stipend in their regular paychecks. The final authority to set or amend the school calendar legally is the responsibility of the Board, which may shorten the calendar if school(s) are closed for weather, calamity, energy conservation, or other reasons in keeping with any applicable law.

Teacher workdays (without students) and Professional Development days shall be part of the school year of not more than one-hundred eighty-five (185) days, which one hundred eighty-five (185) days shall include the following:

A. The equivalent of two (2) parent-teacher conference days;

B. The first three (3) workdays at the beginning of the work year shall include one full teacher workday, set aside exclusively for the unit member to prepare the classroom/work area and plan for the start of the new school year.

C. The final day of the school calendar year shall consist of one half (1/2) day for grade 1-12 students in the morning and the remainder of the day shall be a teacher work/records day without students in attendance and no called meetings. There

will be no kindergarten morning or afternoon sessions on this day.

D. Teachers shall have three professional development/work days without students. The aforementioned days will be comprised of one scheduled workday at the end of the first semester and two (2) professional development days, which shall include a flex day option.

E. Each school year there shall be no fewer than 177 days with pupils in attendance.

This minimum school year may be reduced in the event schools are closed for a part or all of a school day due to calamity; provided that, in no event will the minimum school year be reduced below 458.5 hours for half-day kindergarten; 1,032 hours for grades 1-5; 1,075 hours for grade 6; and 1,118 hours for grades 7-12. Make-up time shall be scheduled for any hour(s) that the minimum school year is reduced below these hours.

## ARTICLE XII

## CLOSED SCHOOL DAYS

When it becomes necessary to close Dublin schools, professional staff members shall not be required to report for duty, and shall be paid their daily rate of pay for that day. Professional staff members who are not required to work on such a closed day and are paid for same will not be paid for time working on another day or part day thereafter that is scheduled to make up for time so lost when, under the then-approved school calendar, the maximum number of closed days permitted without need to make up those days in order to meet the minimum required number of days/hours with pupils in attendance as set forth in Article XI will be exceeded absent such make-up.

## ARTICLE XIII

## STAFF MEMBER DAY

13.1. The staff member workday for all full-time staff members shall be: seven (7) hours and fifty (50) consecutive minutes.

Teacher contact time with students shall be no longer than six (6) hours and thirty (30) minutes at the elementary school, six (6) hours and forty minutes at the middle school, and seven (7) hours at the high school, which is understood to include lunch, duties and planning time. Time outside the student day shall not be counted towards member directed planning time, unless mutually agreed upon by the staff member and administrator.

Nothing herein shall be applicable to, and hence neither it nor any other provision of this Agreement shall preclude, required attendance during the school year outside the school

day just identified at one (1) open house/ Curriculum Night and parent/teacher conference sessions outside the school day just identified. For the purposes of this provision as just stated, the amount of time each part-time classroom teacher attends open houses / Curriculum Night and parent/teacher conferences shall be in direct proportion to such teacher's percentage of full-time employment, so that, for example, a one-half (1/2) time classroom teacher would spend half the time in such activities as a full-time classroom teacher.

Each full-time bargaining unit member shall be scheduled a minimum of two hundred (200) minutes of planning time per week. Such schedule shall include daily uninterrupted planning time, as follows: (A) at least one class period for each middle school and high school bargaining unit member (6-12); and (B) no less than forty (40) minutes per day, five (5) days a week for elementary bargaining unit members, unless mutually agreed otherwise.

13.2. In the event that a grade level or group of staff is determined to need additional training in any area, and all attempts to schedule this during the workday have been exhausted, professional staff members may attend up to five (5) hours of training before or after the staff member day and will be paid $45.00 per hour or part thereof for these sessions.

13.3. A middle school or high school teacher who volunteers or who is directed to teach six (6) classes every day in a semester instead of the normal class load of five (5) classes shall receive the gross amount of one thousand six hundred dollars ($1,600) for that semester through a supplemental contract, provided that a teacher who so teaches six (6) classes shall not be assigned a duty during that semester in that year. In addition, a teacher shall not be directed to teach six (6) classes in the core subjects (math, social studies, science, English and world languages) more than two (2) consecutive school years. In addition, there will be no more than five (5) teachers per building in a core subject area who are directed to teach six (6) periods in a semester.

A duty period shall be defined as a block of time where a teacher shall not be directed to provide ongoing instruction tied to a Board-approved curriculum/ course of study to a class of students.

13.4 Each staff member will have two (2) days per week on which no meetings will be scheduled during the staff member workday outside of student contact time. In the event that a member is scheduled to participate in meetings outside of the student contact time on more than three (3) days in any one week, he/she shall meet with his/her building administrator to rectify the issue.

13.5 Every unit member shall have on every workday no less than a regularly scheduled thirty (30) consecutive minute duty-free lunch.

13.6 Professional staff members who are called and voluntarily come in for an I.E.P. outside the school calendar established under Article XI shall receive summer school teacher hourly pay for (a) one (1) hour for travel time (irrespective of any lesser or greater time

actually spent in so traveling) and (b) the time that is spent in actual presence at the I.E.P., provided that in no event shall the time for which payment is made pursuant to this item (b) be for less than one (1) hour.

13.7 Professional staff members who are called and voluntarily attend an IEP meeting outside the workday shall receive summer school teacher hourly pay for the time that is spent in actual presence at the IEP meeting, provided that in no event shall the time for which payment is made pursuant to this item be for less than one (1) hour.

13.8 Beginning 2023, summer school teachers shall receive forty-five dollars ($45) per hour. Every year thereafter, this rate shall increase, commensurate with the increase teachers receive each year.

## ARTICLE XIV

## PUBLIC COMPLAINT PROCEDURE

Within the Dublin City School District, complaints about various school personnel will arise. Many of these complaints can be resolved if there are open channels of communication and if there is mutual trust between and among the various segments of the schools and community. To bring about open channels and trust, the following conditions and procedures should exist:

14.1. If a parent or community member shares a concern with a Board member, the Superintendent, or another administrator, the parent or community member shall be asked if his/her name may be transmitted in communicating this concern to the professional staff member. If the parent or community member does not wish his/her name to be transmitted to the professional staff member, then this initial information alone shall not be used in any formal manner against the professional staff member. If upon investigation it is determined that the concern is legitimate, however, the professional staff member is notified in writing of the specific nature of that concern, and the concern is otherwise documented as deemed appropriate, then it may be used in a formal manner with regard to the professional staff member.

14.2. Every attempt shall be made to recognize and resolve a complaint at the level closest to the professional staff member against whom the complaint is filed. Informal discussion is often the most effective way of resolving complaints, and this procedure is encouraged. When a complaint is received, the person should be encouraged to transmit the concern directly to the professional staff member and/or the immediate administrator of the professional staff member.

14.3. If the complaint cannot be resolved with an informal conference, the formal procedure shall be:

A. At the written request of the complainant or the professional staff member, a meeting shall occur with both parties involved. The meeting shall be conducted by the appropriate administrator. The resolution of the complaint shall be

determined by the administrator and shall be shared in writing with both parties. This step may be waived on agreement by both parties.

B. If the complaint is not resolved satisfactorily at the local administrative level, either party may request, in writing, a conference with the Superintendent or his/her representative. The resolution of the complaint shall be determined by the Superintendent or his/her representative and transmitted to both parties in writing.

C. If the complaint remains unresolved in the mind of either party, either the complainant or the professional staff member may request a conference with the Board in executive session. After hearing the comments of each, the Board shall make a determination and shall transmit this commentary in writing to both parties.

D. In steps b and c above for the formal conference, either party may be accompanied by counsel and/or a representative of his/her choosing. It is required that either party inform the person conducting the conference of the person who shall accompany him/her. It is also required that the person conducting said conference notify all parties of this intended representation. This notification should occur at least two (2) days prior to the conference.

## ARTICLE XV

## ACADEMIC FREEDOM

Academic Freedom within the requirements of state and/or federal law, Board policies, and established standards within the adopted graded courses of study shall be guaranteed to professional staff members in order to create in the classroom an atmosphere of freedom. A professional staff member is responsible for exercising good judgment in selecting issues for discussion of value to the students and shall be actively involved in resolving any complaints which may result from teaching such issues in accordance only within Article XIV above. Nothing herein shall entitle a professional staff member to fail to teach the Board-adopted curriculum.

## ARTICLE XVI

## ADMINISTRATIVE REVIEW

This review process is for the purpose of permitting professional staff members to present their concerns verbally when they feel their class size, class load, or number of preparations, is inequitable or their schedule of mandatory staff meetings is manifestly excessive. This review shall only be conducted after the staff member has presented those same concerns to the building principal. The people involved in the review process shall be the Superintendent or his/her designee, the affected building principal, the staff member, and a representative of the staff

member's choice. Those involved in the review process will explore possible remedies, if any remedies are needed.

The decision made as a result of this review shall not be subject to the provisions as stated in Article III above.

## ARTICLE XVII

## FAIR DISMISSAL

17.1 For purposes of the foregoing and the remainder of this Article, a member of the bargaining unit with four (4) years or less of service in the Dublin City School District shall be a probationary staff member. In applying that standard:

A. A year of service shall mean a minimum of one hundred twenty (120) contractual days of actual service in a school year during which the staff member is assigned continuously to the same position.

B. Time spent on paid or unpaid leaves of absence shall not count as actual service.

C. Staff members shall remain probationary employees until reemployed after completing their fourth year of service.

17.2 The limited contract of a probationary staff member may not be non-renewed for reasons susceptible of formal observation unless in the school year in which the Board declares its intention not to renew such staff member s/he has been evaluated in accordance with the standards-based teacher evaluation policy, as required in R.C. 3319.111.

The parties agree that the procedures set forth in the Board-adopted evaluation process that exceed the procedures required by statute are directory rather than mandatory in nature.

17.3 Any probationary staff member who is non-renewed, who is given a reason in writing for that nonrenewal based on individual cause, and who within thirty (30) days of receipt of such reason requests in writing a hearing before a majority of the Board in accordance with Section 3319.11(G)(5) of the Ohio Revised Code shall be entitled to same.

17.4 No appeal of a nonrenewal decision may be filed over the professional judgment of an evaluator, administrator, or the Board as it relates to the application of this provision to probationary staff members. Only alleged noncompliance with the mandatory procedures of this Article shall be subject to appeal as set forth in R.C. 3319.11 as to such probationary staff members.

17.5 The limited contract of a non-probationary staff member may not be non-renewed except for reasons concerning professional competence determined through formal written

evaluations as provided in the standards-based teacher evaluation policy, as required in R.C. 3319.111. The parties agree that the procedures set forth in the Board-adopted evaluation process that exceed the procedures required by statute are directory rather than mandatory in nature. The parties further agree that the judgment of an evaluator, another administrator, or the Board pursuant to this clause shall not be subject to appeal except as such judgment shall be shown to be clearly without any legitimate basis and clearly unreasonable; or for good and just cause.

The gender, sexual orientation, race, religion, creed, national origin, private life, or privileged political activity of an employee is not to be considered as a reason for nonrenewal of his/her contract.

17.6 An evaluator, who shall not be a member of the bargaining unit, having a serious concern as to whether a staff member's teaching contract should be renewed for individual cause shall notify the staff member in writing. Within five (5) days' receipt of such notification, the staff member may request a conference. The conference shall be held within fifteen (15) contractual days of the evaluator's receipt of such request; if mutually agreed, however, the limit just stated may be changed. The conference shall include the staff member, the principal, and the evaluator, if other than the principal. The staff member may have a representative of choice attend the conference if s/he desires. The purpose of the conference shall be to discuss the staff member's deficiencies and, if remediation is appropriate, to establish constructive steps to remedy the deficiencies. If a plan of remediation is established, the staff member shall be entitled to at least one (1) additional conference before a recommendation of renewal or nonrenewal is submitted to the Superintendent.

17.7 An evaluator's recommendation for nonrenewal for individual cause shall be submitted to the Superintendent and affected staff member on or before May 10. If the staff member is absent from school, the recommendation may be sent to him/her by certified mail at the current address listed in his/her personnel file. The evaluator need not provide additional evidence of transmitting the recommendation other than certified mailing to the affected staff member on or prior to May 10.

17.8 After receipt of the recommendation for nonrenewal, the Superintendent or designee, upon request, shall conduct an informal conference with the staff member.

17.9 If the Superintendent recommends that a staff member's contract be nonrenewed and the Board approves such a recommendation, the employee must be notified in writing by the Board's Treasurer on or before June 1 of the year in which the contract will expire. Such notice may occur by personal delivery or by certified mail, provided that if a reasonable effort for personal delivery is unsuccessful, notice by certified mail to the current address listed in the staff member's personnel file shall be deemed effective on the date of mailing.

17.10 The reasons for a decision leading to a recommendation not to reemploy a limited contract teacher shall be made available in writing to the affected teacher at his/her option if requested within thirty (30) days of receipt of notice by the teacher of nonrenewal.

17.11 Subject to Article XVIII below, the violation by the administration of any mandate in Sections 17.5 through 17.10 above shall result in the staff member's being automatically reemployed in the status provided by Ohio law. Any alleged procedural violation may be appealed as provided in R.C. 3319.11.

17.12 This Article shall not apply to:

A. Any supplemental contracts, which contracts, in accordance with Section 3319.11(I) of the Ohio Revised Code, shall automatically be non-renewed following the performance of the service authorized by the Board and without action or notification by the Board being required in connection with such nonrenewal.

B. Any limited contract under which a staff member is providing service pursuant to a temporary certificate/license.

C. Any limited contract of a staff member advised prior to employment that nonrenewal may occur because of the special nature of the specific assignment for which the staff member was employed. Any such contract shall be known as a "replacement contract" and shall be for a one-year period, provided that nothing herein shall preclude the issuance of a subsequent replacement contract in the following year(s) to the holder of a replacement contract or to a different professional staff member.

## ARTICLE XVIII

## SEQUENCE OF CONTRACTS

18.1. Limited contracts in the district shall be for the following periods, provided that any professional staff member beginning employment during a school year shall commence such sequence, if rehired, the following school year:

| | |
|---|---|
| First Contract | 1 year |
| Second Contract | 1 year |
| Third Contract | 1 year |
| Fourth Contract | 1 year |
| Fifth Contract and thereafter | 3 years |

18.2. The administration retains the ability to intercede before or during the first year of a multi- year limited contract if the professional staff member has been rated Ineffective in some standards or has below expected student growth via the evaluation process. An

administrator and the professional staff member shall cooperatively develop an Improvement plan, and the professional staff member may be placed on a 1 year limited contract. If the professional staff member has not made satisfactory progress, it may be recommended, as an alternative to nonrenewal, that a second 1 year limited contract be offered. If satisfactory progress is made on the 1 year limited contract, a multi-year contract shall again be offered.

18.3. Notwithstanding anything otherwise to the contrary in Ohio law, which otherwise contrary provisions shall be superseded hereby, for unit members who were certificated and/or licensed prior to January 1, 2011, the following shall apply:

Nothing herein shall deny a teacher the right to be issued a continuing contract in keeping with the Ohio Revised Code, except that, in order to be considered for a continuing contract:

A. A unit member shall have a professional, permanent, or life certificate or license;

B. If holding a professional license, a unit member shall have had either a master's degree at the time of initially receiving a teacher's certificate or an educator license and have completed 6 semester hours of graduate coursework in his/her area of licensure or in an area related to the teaching field since the initial issuance of his/her teacher's certificate or license per state rules or shall have completed 30 semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, per state rules;

C. A unit member shall have taught at least three years of the last five in the District or have attained continuing contract status elsewhere and have served two years in the District; and

D. A unit member has had on file with the Executive Director of Human Resources no later than September 15th of the school year in which such consideration shall occur both proof of qualification for such a contract pursuant to Ohio Revised Code Section 3319.08(B) and a request in writing for such a contract submitted to the member's Building Principal and the Executive Director of Human Resources contemporaneous with or subsequent to the filing of said proof, provided that the Board may waive condition (4) as just stated when it determines that to be appropriate by action expressly so declaring.

E. A unit member who has attained continuing contract status elsewhere may be issued, upon the recommendation of the Superintendent and approval of the Board, a continuing contract at any time prior to the end of the two years of employment in the District.

18.4. Notwithstanding anything otherwise to the contrary in Ohio law, which otherwise contrary provisions shall be superseded hereby, for unit members who were licensed on or after January 1, 2011, the following shall apply:

Nothing herein shall deny a teacher the right to be issued a continuing contract in keeping with the Ohio Revised Code, except that, in order to be considered for a continuing contract:

A. A unit member shall hold a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code;

B. A unit member has held an educator license for at least seven years.

C. A unit member shall have had either a master's degree at the time of initially receiving a teacher's certificate or an educator license and have completed 6 semester hours of graduate coursework in his/her area of licensure or in an area related to the teaching field since the initial issuance of his/her teacher's certificate or license per state rules or shall have completed 30 semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, per state rules;

D. A unit member shall have taught at least three years of the last five in the District or have attained continuing contract status elsewhere and have served two years in the District; and

E. A unit member has had on file with the Executive Director of Human Resources no later than September 15th of the school year in which such consideration shall occur both proof of qualification for such a contract pursuant to Ohio Revised Code Section 3319.08(B) and a request in writing for such a contract submitted to the member's Building Principal and the Executive Director of Human Resources contemporaneous with or subsequent to the filing of said proof, provided that the Board may waive condition (5) as just stated when it determines that to be appropriate by action expressly so declaring.

F. A unit member who has attained continuing contract status elsewhere may be issued, upon the recommendation of the Superintendent and approval of the Board, a continuing contract at any time prior to the end of the two-years of employment in the District.

18.5. A professional staff member who, during a multi-year limited contract that is not in its final year, becomes eligible for continuing contract status shall be granted a continuing contract for the next school year if the Superintendent so recommends and the Board affirmatively approves such recommendation.

18.6. A unit member returning from a reduction in force shall hold the same contractual

standing s/he held in the sequence at the time of his/her layoff. For example, and subject to section 18.2 above, a unit member who is reduced in force at the end of his/her second contract shall upon recall hold a third contract, and a unit member who is reduced in force at the end of the first year of a fourth contract shall upon recall start in the second year of said fourth contract, provided that if a unit member is reduced in force mid-year of a contract s/he shall upon recall at the start of a year return to the beginning of that same year of that same contract.

## ARTICLE XIX

## PROFESSIONAL STAFF TRANSFERS

19.1. Voluntary Transfers

A. Professional staff members possessing certification/licensure for a vacancy shall submit a written request for a transfer to the Superintendent or his/her designee.

B. All professional staff members requesting a transfer shall be given consideration for the appropriate vacancies. Staff members with the most seniority shall be given first consideration on all positions; seniority shall not be the determining factor in approval of a transfer, however. In all cases transfers shall be made in the best interest of the instructional program, which shall be the overriding consideration as determined by the administrative staff.

C. As used in this section, the term seniority shall mean the longest period of continuing employment (including approved leaves of absence and time spent in a reduction in force status) beginning with the date the Board initially approved the issuance of a contract to a professional staff member.

D. A list of available openings for voluntary transfers shall be made available to the staff within five (5) business days of February 1.

E. Staff members shall be made aware of the openings and given no less than five (5) days to request the transfer.

F. Any staff member denied a transfer may request a meeting with the administrator to discuss the reasons the teacher did not receive the requested transfer.

G. Notwithstanding Article 19 or other provisions of the Association's collective bargaining agreement, the parties agree that in the event the Board intends to begin operating a new school building within the district, the Board may make a list of available openings for voluntary transfer to the staff within five (5) business days of October 10.

19.2. Involuntary Transfers

Occasionally it may be necessary for an involuntary transfer of a professional staff member to be made. In such cases, staff members shall be assigned only to positions for which they are certificated/licensed and "highly qualified" as required and defined by the Ohio Department of Education. A unit member shall not be involuntarily transferred should it cause a highly qualified member to be placed in a position where s/he would become not "highly qualified." Determinations for involuntary transfers or for reducing the number of classes per grade level shall be made in the best interest of the instructional program with appropriate concern for the staff member's well-being. In such cases, written notification shall be given to the staff member, and upon request a conference shall be held between the staff member and the Superintendent or his/her designee concerning the involuntary transfer, before the transfer is generally announced. Any staff member who has been in the District for twenty-five (25) years or more who has had no disciplinary action for at least the previous three (3) years and who has a performance rating in one of the top two (2) categories (Accomplished or Skilled) may decline an involuntary transfer provided that there is a less senior staff member who has the appropriate licensure to fill the vacancy.

## ARTICLE XX

## REDUCTION IN FORCE

The Reduction in Force (hereinafter referred to as "RIF") procedure shall be as stated in Section 3319.17 of the Ohio Revised Code, provided that:

20.1. When the Board decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction for the reasons provided in the aforesaid Ohio Revised Code Section 3319.17.

20.2. Unit members shall be reduced in accordance with the recommendation of the Superintendent who shall identify the unit members to be reduced within each teaching field affected in accordance with the following:

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

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

i. Group One shall be comprised of all members who were rated "Ineffective" on their evaluation;

ii. Group Two shall be comprised of all members who were rated "Developing" on their evaluation; and

iii. Group Three shall be comprised of all members who were rated "Skilled" or "Accomplished" on their evaluation.

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

The teacher's performance rating only (not including student growth measures) shall determine which group the teacher is in. The teachers shall be placed in the aforementioned groups based upon an average of the three (3) most recent summative ratings calculated as follows:

i. Ratings of Accomplished shall equal four (4) points;

ii. Ratings of Skilled shall equal three (3) points;

iii. Ratings of Developing shall equal two (2) points;

iv. Ratings of Ineffective shall equal one (1) point.

The sum of the teachers' most recent three (3) years shall be added together, divided by three (3), and rounded to the nearest whole number to find the "average" rating.* The teacher shall then be placed in the appropriate Group based on his/her 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 shall have their ratings from their prior district used in the calculation. First year teachers shall be placed in Group One.

The order of reduction within each Group shall be:

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

ii. Members under continuing contracts beginning with the least senior.

D. No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluations. "Seniority" shall mean the length of continuous service in this bargaining unit of the Dublin School

*** Teachers who are rated Accomplished" and who are evaluated only every other year shall be deemed to be "Accomplished" (i.e., shall receive 4 points) for the years in which they are not evaluated.**

District, including time on leaves of absence and suspension of contract for a RIF. Length of continuous service shall be calculated on the basis of the date of the Board meeting at which the staff member was hired (Board resolution to employ) or the first day of work for substitutes on continuous assignment who are subsequently hired. In the event of a tie in seniority among staff members each of whom holds a limited contract or each of whom holds a continuing contract, such tie shall be broken (i) first by suspending the contract of a staff member who is on a part-time contract that has fewer tenths before suspending the contract of a staff member that either is part-time with greater tenths or is full-time and (ii) then by suspending the contract of a staff member whose name is drawn in a fairly conducted lottery with a representative of the Board and a representative of the Association present.

20.3. Professional staff members whose continuing contracts have been suspended shall be on a recall list until no longer eligible for recall as set forth in this section, and professional staff members whose limited contracts have been suspended effective during or at the conclusion of a school year shall be on a recall list for no longer than the last weekday before the start of the second school year to commence in August or September following the effective date of contract suspension. All professional staff members shall be eligible for recall from such list by area of certification or licensure in reverse order of such suspension, provided that staff members holding full-time limited contracts will be recalled before part-time staff members holding limited contracts and a part-time member shall not be eligible for recall to a position that is a greater proportion of a full-time position than s/he held at the time of contract suspension, and provided further that, subject to the just-stated proviso, any member recalled to a position that is a lesser proportion of a full-time position than s/he held at the time of contract suspension shall be deemed to remain on the recall list so as to be eligible for recall to a position that is a greater proportion of a full-time position. The Superintendent or his/her designee shall make a good faith effort to reach by telephone, at the last known telephone number, the professional staff member who is next eligible for recall to a full-time or part-time position that opens, and the member shall have two (2) business days from the time such attempt has been concluded to accept the position; if the member does not so respond in a timely manner or declines the position, the member shall forfeit all recall rights and no longer be eligible for recall, and an announcement of the position shall be so sent to the professional staff member who is next eligible for recall to such position.

20.4. Any failure to recall in the proper order pursuant to Section 20.3 above shall be subject to grievance under Article III herein, if timely, provided that there shall be no monetary remedy for loss of pay or otherwise awarded for any such failure, and the sole remedy for any such failure shall instead be the recall of the professional staff member who should have been so recalled, with the contract suspension and return to the recall list of any other member as necessary as a result of such remedy. In the event that a member is so returned to the recall list because of a failure to recall another member in the proper order pursuant to paragraph a above, the maximum time on the recall list of the member so returned to that list shall be extended by the time that that member was actively employed as a result of the improper recall.

## ARTICLE XXI

## JOB OPENINGS AND ANNOUNCEMENTS

21.1. As soon as the administration determines that a job opening exists, job announcements shall be posted on the District's website.

21.2. If a job opening is determined to be caused by a professional staff member's taking a leave of absence, the job announcement shall include a notation that the position may be temporary.

21.3. No action shall be taken to fill a job opening until such job opening has been posted for five (5) days, excluding weekends and holidays, except during June after school is out and July, when said time limit shall be six (6) days. Job openings occurring within fifteen (15) working days of the start of school shall be posted but said timelines for filling the positions do not have to be adhered to during this time.

## ARTICLE XXII

## NOTIFICATION OF ASSIGNMENT

At the elementary level (K-5), professional staff members shall be notified if a change is made in their building and/or grade level and/or special area assignment for the forthcoming school year. At the middle school (6-8) or secondary (9-12) levels, professional staff members shall be notified if a change is made in their building and/or subject area and/or special area assignment for the forthcoming school year. Such notification shall be made by June 30 in writing to the professional staff member by the Superintendent or his/her designee.

If a change becomes necessary after June 30, the professional staff member affected by said change shall be notified in writing at the earliest date possible by the Superintendent or his/her designee.

Staff members shall give written notification to the Superintendent or his/her designee and the building principal or supervisor of the address and telephone number where they can be contacted during the summer months if that address or telephone number is different from their residence as listed in the staff directory.

## ARTICLE XXIII

## CONTRACTING OUT

23.1 The Board shall not suspend the contract of a professional staff member in order to create a vacancy to allow for the satelliting into the District of a vocational unit and/or college

class(es).

Exceptions to the above for dual enrollment/college credit:

A. Annually, these positions shall be offered to qualified bargaining unit members.

B. If there are no qualified bargaining unit members for these positions, the Board may fill the vacancy with someone from outside the bargaining unit.

23.2 Virtual and Alternative Learning: The purpose of alternative learning environments is to offer students a variety of learning opportunities either within or outside of the traditional classroom. Any method of obtaining a grade or credit by means other than traditional course completion in a traditional classroom environment shall be considered virtual/alternative learning environments and subject to this provision.

Alternative learning environments currently include but are not limited to credit flexibility, teaching courses outside of a traditional classroom, or teaching students off the school district's property.

A. Superintendent/designee and DEA President shall establish and appoint an equal number of persons to a joint committee regarding alternative learning. The responsibilities of this committee shall be to create guidelines that encompass the alternative learning experience.

B. The committee members shall be provided release time in order to perform their committee duties, if the Superintendent or designee and the DEA President mutually agree to meet during the school day.

C. The Board and the Association shall work together collaboratively to facilitate the development of the credit flexibility program in the District.

D. Teacher of Record – Flex Credit Option 3

Bargaining unit members who wish to become a "teacher of record" for students taking Flex Credit Option 3 courses offered by the District must hold current and appropriate licensure for the class. Compensation in the amount of fifty dollars ($50.00) per student, per course, per semester shall be paid to the bargaining unit member at the end of each semester.

E. Beginning in School Year 2023-2024, Teachers shall be paid at the rate of five hundred dollars ($500) per section and forty-five dollars ($45) per student, per semester, for courses facilitated outside of the contractual workday. Every year thereafter, the $45 per student rate shall increase, commensurate with the base increase teachers receive each year.

F. Bargaining Unit Members who develop DSC Virtual curriculum shall receive a

stipend of twelve thousand dollars ($12,000) per course. If more than one Bargaining Unit Member creates the course curriculum, said stipend shall be evenly divided among the members.

G. Board agrees that courses will not be double seated when enrollment is over twelve (12) students per course.

## ARTICLE XXIV

## PROFESSIONAL STAFF EVALUATION

24.1 Members of the bargaining unit to whom R.C. 3319.111 applies shall be evaluated in compliance with the law and with the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), including the prescribed forms, as may be amended by action of the Board pursuant to this Article.

Each year a district committee of administrators and professional staff shall work cooperatively in developing, reviewing, revising, or updating the evaluation process as it applies to members of the bargaining unit. The Superintendent or his/her designee shall be a member and the chair of the committee, which shall also consist of three (3) persons appointed by the Superintendent and three (3) persons appointed by the Association President. This standing committee shall meet no later than November 15th of each school year and otherwise at the call of the chair. Its function shall be to formulate proposals concerning the development, review, revision, or updating of the professional evaluation instrument(s) used for members of the bargaining unit. Once any such proposal is formulated by the committee, it shall be presented to the Superintendent, who shall make a recommendation to the Board to approve, modify, or reject same. Any action by the Superintendent in making such a recommendation and by the Board in acting or not acting thereon shall be final in each of those regards and not grievable or otherwise subject to appeal.

The current evaluation process is included at Appendix A for directory purposes in this document and will be distributed to all certificated/licensed staff and administrators to inform all parties of the stages of the evaluation process and any applicable definitions to assist with its implementation. A second attachment, labeled Appendix B, will be developed and distributed to staff who are not evaluated under OTES showing the stages of their evaluation process. Procedures and dates not required by statute shall be directory rather than mandatory in nature.

24.2 Student Growth Measures (SGMs) and Metrics of Student Outcomes Committee

The Association and the Board agree to establish a joint committee for the purpose of assessing, reviewing, and making recommendations with regard to Student Growth Measures and Metrics of Student Outcomes. The committee will be comprised of the DEA President or designee, representatives for each school building selected by the DEA

President, and up to six (6) administrators appointed by the Superintendent or designee.

24.3 Evaluators shall be credentialed pursuant to statute and shall be employed by the Board, except that, under circumstances when the designated evaluator is unavailable to conduct observations/evaluations, the Board may employ outside, credentialed evaluators. Dublin teachers who are "administrative interns" employed by the ESC shall be considered "employed by the Board" for the purposes of this Article.

24.4 Professional staff members who wish to comment on or disagree with their evaluation may submit a written rebuttal to their evaluation that will be included with the evaluation document.

## ARTICLE XXV

## PRIVACY OF CRITICISM AND OTHER LIMITS

25.1. In general, direct, verbal and/or email criticism of a teacher by an administrator in front of a student, a parent, or another member of the bargaining unit tends to reduce the teacher's effectiveness in maintaining an orderly teaching environment. As a result, the parties agree that this practice should be avoided where reasonably practical. Agreement to avoid such criticism where reasonably practical is in no way intended to limit the right of the administrator to give direction to members of the teaching staff. In the event a teacher believes that such criticism has occurred, the teacher may request a conference with the administrator to discuss the incident. Following such a conference, in the event the teacher believes that such criticism has again occurred, the teacher may request a conference with the administrator and a representative of the Superintendent. In either conference, the teacher may be accompanied and represented by a representative of the Association, and the administrator may be accompanied by a Board representative if the teacher elects representation.

25.2. Members of the bargaining unit shall not be subjected to repeated and extreme verbal and/or email abuse by administrators or other agents of the Board.

## ARTICLE XXVI

## TRAVELING STAFF MEMBERS

26.1. In making an assignment of a professional staff member to two (2) or more buildings, the Superintendent shall consider the buildings' proximity. Each professional staff member who is assigned to two (2) or more buildings during a contractual day shall be provided and scheduled adequate time for travel for each trip. This travel time shall be exclusive of conference/planning time and time approved for lunch and shall not be less than thirty (30) minutes. The time shall be determined by the mutual consent of the building principals involved and the traveling staff member.

26.2. The Board shall make a good faith effort to provide all professional staff members who are assigned to two (2) or more buildings during a contractual day a reasonable amount of organizational time at the second and subsequent building(s) to the extent that their traveling may cause such members to have a greater need for such time than professional staff members who do not travel but are otherwise comparably situated. Professional Staff members who travel will only be assigned a duty in one school.

26.3. Full-time traveling staff members shall have the same lunch and planning time as all other full-time employees at the same grade level.

26.4. The evaluation of traveling staff members shall be conducted pursuant to the Board's standards-based evaluation policy (Policy 3220).

26.5. On a day devoted to parent-teacher conferences, or on an evening on which parent-teacher conferences are held in lieu of such a day devoted to parent-teacher conferences, traveling teachers shall split their time evenly between two (2) of their assigned buildings after any necessary travel time between the two unless the administrators in charge of those two assigned buildings agree between themselves to a different split and advise the traveling teacher in advance accordingly.

## ARTICLE XXVII

## NON-INSTRUCTIONAL DUTIES

Assistance shall be provided to professional staff members who have lunchroom duty at any building, at a level as solely determined by the Superintendent or his/her designee. All teachers who are assigned to the high school shall attend their high school's graduation unless they have notified the building principal that they are unable to attend.

## ARTICLE XXVIII

## LEAVES OF ABSENCE

28.1. Unpaid Leave (General)*

Upon the recommendation of the Superintendent and the approval of the Board, a professional staff member may be granted a leave of absence without pay and without credit for experience on the salary schedule (excepting those teachers who teach 120 days). The leave shall not be for a period of time longer than one (1) school year.

The factors listed below shall be taken into account by the Superintendent in making a recommendation:

A. The disruptive effect the leave may have upon instruction;

B. The availability of a satisfactory replacement;

C. The types and frequency of other leaves granted to the professional staff member;

D. The length of the leave;

E. The amount of time between the professional staff member's request and the start of the leave; and

F. The reason for the leave.

To apply for this leave a professional staff member must:

A. Have been employed by the Board at least three (3) full school years prior to the leave;

B. Submit a written request to the Superintendent indicating the beginning and ending dates of the leave and the reason(s) therefor; and

C. Meet with the Superintendent or his/her designee for the purpose of discussing the professional staff member's request.

Each leave shall be evaluated upon its individual merit, and decisions made shall not necessarily constitute precedent.

* See general provision (Section 28.11 below)

28.2. Short Term Leave

A professional staff member is entitled to use short term leave during the school year in full-day increments, with the total number of days not to exceed five (5) days per school year. These days shall be without pay and may not be coupled with personal leave. Not more than ten percent (10%) of professional staff members in any one (1) building shall be granted this leave and professional leave under Section 28.13 below for the same day. Written requests for such leave must be made to the Superintendent or his/her designee at least one (1) week before the leave is to begin.

28.3. Medical Leave*

A professional staff member who becomes medically disabled and who has exhausted his/her sick leave or who elects not to use his/her sick leave may request and shall be granted a medical leave without pay. This leave shall not exceed two (2) consecutive school years but may be renewed at the Board's discretion upon further request.

The professional staff member's application for medical leave shall be accompanied by a physician's statement describing the nature of the disability and the period of time during which the staff member is to be relieved of his/her duties. Further, prior to returning to regular employment, and no less than thirty (30) days before the expected return date, the professional staff member shall provide written verification from a physician indicating that the staff member is medically able to perform full-time or part-time duties that shall be required, based on employee's responsibilities prior to the leave. The Board may also request an independent medical report at its own expense.

A professional staff member who has completed five (5) years of service with the Dublin City Schools shall receive full fringe benefits for up to one (1) school year if the individual is not eligible for STRS Disability Retirement and the staff member has exhausted all his/her sick leave.

* See general provision (Section 28.11 below)

28.4. Child Care Leave*

Subject to agreement as to the length of the leave and the appropriate time for return from the leave following discussion as described in the last paragraph of this section, the Board shall grant, upon written request of a professional staff member, an unpaid leave for childcare and/or adoption of a child. Such a leave may begin:

A. during pregnancy, regardless of disability,

B. after any necessary use of sick leave before and/or after delivery,

C. any date within ten (10) calendar days before or after the professional staff member's obtaining custody of an adopted child, or

D. any date during a documented illness of or injury to the professional staff member's child reasonably requiring the presence of the professional staff member.

For leave under part a or part b above of this section, such a request shall be made in writing to the building principal and the Superintendent at least thirty (30) days prior to commencement of the proposed leave; for leave under part c or part d above of this section, such a request shall be made in writing to the building principal and the Superintendent at least thirty (30) days prior to commencement of the proposed leave if possible and otherwise at the earliest time that the projected custody date under part c above of this section or the reasonably required presence of the professional staff member under part d above of this section is known.

The professional staff member, the building principal, and the Superintendent or his/her designee shall meet and discuss the length of the leave and appropriate time for return from leave, attempting to ensure the continuity of an education of high quality for

students while accommodating the legitimate needs of the professional staff member.

* See general provisions (Section 28.11 below)

28.5. Compulsory Court Appearance Leave

When a professional staff member is subpoenaed to give testimony in a court of law or before a governmental agency, or for discovery, as a witness, s/he shall notify his/her immediate supervisor as soon as possible, and a substitute shall be provided. The member shall be placed on paid leave for the period necessary to comply with the subpoena and then return to his/her duties. Such leave shall instead be unpaid when the unit member or his/her or spouse's family member is a named party in a matter not involving a claim arising from the member's employment with the Board.

28.6. Professional Sabbatical Leave

A professional staff member, upon written request to the Board, may be granted professional sabbatical leave for up to one (1) school year with part pay and such insurance and employee assistance plan benefits as would have been accrued by the staff member had s/he remained in active employment. The request shall be submitted by April 1 of the preceding school year for which the leave is requested unless the Superintendent or his/her designee waives this requirement. Professional sabbatical leave is designed to encourage the improvement of instruction, supervision, and administration, and may be granted in keeping with the following provisions:

A. To be eligible a professional staff member must have completed (5) five years of service in the District.

B. The professional staff member shall submit a written plan of professional improvement prior to Board approval. Within sixty (60) days upon return from sabbatical leave, the staff member shall file a written report with the Superintendent indicating the use of leave as proof that the plan of professional improvement was followed.

C. A professional staff member requesting sabbatical leave shall be notified as to the approval or disapproval of the leave within thirty (30) days of the date of submission of the request. The professional staff member shall be notified of the amount of salary to which s/he shall be entitled when on leave.

D. The part salary received while on leave shall be the difference between the professional staff member's regular salary for the next school year and the salary of a teacher placed on the Teachers' Salary Schedule on the 150 Semester Hours column, Step 6. Such payment shall be made according to the regular payroll plan beginning on or about September 15.

E. If the requested leave is not granted, an appeal may be taken to the Board, but

such decision is not subject to the grievance procedure.

F. A year of sabbatical leave shall count as a year on the salary schedule and for purposes of length of service in the District.

G. The number of persons granted sabbatical leave in a given year shall be dependent upon Ohio law and the impact of granting such leaves on the school's and on the District's educational program. If more persons apply than can be accommodated without an impact on the educational program, the Superintendent shall consider the provisions of Ohio law and seniority (as defined in Section 19.1.c) in the District as factors in arriving at a recommendation(s). A request for a second or subsequent sabbatical leave by a staff member who has been granted a sabbatical leave(s) shall be considered subject to Ohio law.

H. As a condition of being granted professional sabbatical leave, the professional staff member must agree to teach in the District for a period of at least one (1) year upon returning from leave. Failure to do so shall require the professional staff member to refund to the Board all payments received from the Board during the leave period. Such refund shall be made within a four (4) month period of time beginning with the first full month said staff member was to have returned to duty. Such time limit may be extended by agreement of the Board with a request by the staff member to do so.

I. Professional staff members returning from professional sabbatical leave shall, when possible, and in consideration of the best interest of the District, be returned to the same or similar assignment held prior to such leave.

J. An employee may make his/her retirement contributions and secure retirement credit for the period of the sabbatical leave within the two (2) year period immediately following the leave. If such contributions are not made within the time period, such eligibility is lost.

28.7. Jury Leave

The Board shall pay a professional staff member called for jury duty his/her regular rate of pay. The professional staff member may also retain all compensation and expenses received for serving as a juror.

When a professional staff member is called to serve as a juror, s/he shall notify his/her immediate supervisor as soon as possible, and a substitute will be provided. Each professional staff member serving as a juror shall communicate with his/her supervisor concerning the likely termination of jury duty.

28.8. Assault Leave

Any professional staff member who is required to be absent because of a physical assault

which occurs in the course of Board employment during scheduled work hours or when the assault results from the performance of the professional staff member's duties shall be eligible to receive assault leave upon submission of medical evidence. Upon determination of eligibility by the Board, which determination the Board may condition upon (a) the staff member's providing a written physician's statement recommending the leave and stating the approximate duration of the disability, (b) if requested, the staff member's submitting to an examination at Board expense by a physician designated by the Superintendent to confirm the disability, and (c) the staff member's agreeing to cooperate fully in pursuing any legal or prosecutorial action by or on behalf of the Board or the staff member, such leave shall be granted for a period not to exceed thirty (30) paid contractual days.

28.9. Military Leave

The Board recognizes the provision to grant military leave pursuant to Sections 3319.14 and 5923.05 of the Ohio Revised Code.

28.10. Return From Leave

A professional staff member returning from a leave of absence shall resume the contract status held prior to such leave.

28.11. General Provision for Unpaid Leave (General), Medical Leave, and Child Care Leave

Except as provided in medical leave, during unpaid leave, a professional staff member may elect to continue all group insurance benefits, provided that the professional staff member does not become newly employed elsewhere at any time during the leave, and provided that s/he pays the full monthly premiums, in advance of the premiums' due dates, to the Board's Treasurer.

A professional staff member returning from an unpaid leave of absence shall resume the contract status held prior to the leave and to the extent possible be assigned to the same or similar position held prior to such leave.

All unpaid leaves under this Article, other than medical leaves or those under Section 28.17, shall expire at the end of a semester or a school year; a professional staff member on any such leave (i.e., an unpaid leave under this Article, other than a medical leave or one under Section 28.17) that expires at the end of a school year must give written notice to the Board delivered no later than February 1 of that school year that s/he will be returning to active employment as of the start of the following school year or such member shall be deemed to have resigned from employment as of that date of the start of the following school year without necessity for action by the Board. No professional staff member may return from a leave prior to its expiration unless the early return is approved by the Superintendent or his/her designee.

28.12. Sick Leave

A. Accumulation of Sick Leave

Full-time professional staff members shall be credited with sick leave at the rate of one and one-fourth (1-1/4) days per month up to a maximum of fifteen (15) days per year. Staff members new to the District shall be advanced five (5) sick leave days at the commencement of their employment; such days shall become earned sick leave after completion of the initial four (4) months of employment. Professional staff members who exhaust their accumulated sick leave will be advanced five (5) days of sick leave by the Board, once per school year. A professional staff member may accumulate an unlimited number of days of sick leave. A professional staff member may transfer a maximum of one hundred eighty (180) days of accumulated, unused sick leave earned while working for another school district or public agency in the State of Ohio.

B. Use of Sick Leave -- Injury and/or Illness; Childbirth

Sick leave may be used for any absence of a professional staff member because of illness, pregnancy, or injury and for absence because of illness to someone in the immediate family. The immediate family shall include family members residing in the employee's home or for whom the employee has legal responsibility, spouse, domestic partner (as defined in 28.12.h below), children, grandchildren, grandparents, parents, parents-in-law, brothers, sisters, or anyone who has virtually held the position of parent or child, including the children, parents, brother, and sister of a domestic partner.

Childbirth

A person who gives birth shall be permitted to take up to ten (10) weeks of paid sick leave immediately following childbirth.

The non-childbearing parent shall be permitted to take up to ten (10) days of nonconsecutive paid sick leave within six (6) months of the birth of the child.

C. Use of Sick Leave -- Death

Sick leave may be used for any absence of a professional staff member because of a death of a member of the staff member's immediate family; for this purpose the immediate family shall include: family members residing in the professional staff member's home or for whom the employee has legal responsibility, spouse, domestic partner (as defined in 28.12.h below), children, grandchildren, grandparents, parents, parents-in-law, siblings, or anyone who has virtually held the position of parent or child, including the children, parents, brother, and sister of a domestic partner. Up to two (2) days may be granted for the death of a close

friend or other relative not cited above.

D. Use of Sick Leave – Adoption

Sick leave may be used as for illness, including pregnancy, or injury – and shall be subtracted in the same way – for any absence of the employee due to placement with the employee of a child for adoption and to care for the newly placed child, provided that such use shall be limited to a maximum of fifteen (15) days of sick leave per employee for each such placement and that such use must be at the time of placement and on consecutively scheduled workdays thereafter. All special and/or unique circumstances may be addressed to the Superintendent/designee. Members who are adopting a child who is less than thirty (30) days old may use up to thirty (30) days of sick leave for each such placement that must be used at the time of placement and on consecutively scheduled workdays thereafter.

E. Additional Sick Leave

If sick leave is required for other than those events or circumstances specified above, a professional staff member may apply to the Superintendent who, upon good cause being shown and consistent with law, may grant such additional days as may be required. Sick leave days shall not extend beyond the number of accumulated sick leave days credited to the professional staff member's account.

F. Misuse of Sick Leave

Falsification of a sick leave statement on the part of a professional staff member may be cause for suspension without pay, or termination.

G. Catastrophic Sick Leave Bank

Any professional staff member may contribute to the sick leave bank by contributing one (1) sick leave day of the current year's sick leave to the sick leave bank. Only earned sick leave may be contributed to the bank. Advanced sick leave may not be contributed.
The procedures of the sick leave bank will be as follows:

i. All professional staff members may apply for the use of sick leave days. The Association, on behalf of the staff member, may also apply for use of the sick leave bank.

ii. A staff member shall be eligible for consideration for the award of sick leave days from the sick leave bank after the following conditions have been met:

(a) The staff member's accumulated sick leave days have

been exhausted and his/her advanced five (5) days of sick leave have been used.

(b) The staff member has been on unpaid leave for five (5) consecutive workdays. This stipulation may be waived if agreed upon by the Superintendent/designee and DEA President/designee.

(c) The staff member has submitted a written application to the Superintendent setting forth the reason(s) for the request of sick leave bank days along with any attending physician's statement pertinent to the member's request.

iii. The Superintendent and Association President shall be responsible for developing any forms that may be required and for keeping all necessary records.

iv. The Superintendent and Association President shall meet and determine each case of eligibility to qualify for this leave. Both must agree for sick leave bank days to be awarded.

v. No recipient shall be required to replace these sick leave bank days.

vi. The catastrophic sick leave bank is not intended to be used prior to and/or as a bridge to provide compensation for an employee who has applied for STRS Disability benefits. The use of the catastrophic sick leave bank shall not be construed as a condition for, disability leave under the State Teachers Retirement System ("STRS"). Once a member has qualified for STRS disability, the staff member shall not be eligible to use sick leave bank days.

H. "Domestic partner" is defined to mean a same-sex couple with any of the following:

i. The member and domestic partner have a municipal domestic partnership registration;

ii. The member and domestic partner have a state domestic partnership registration;

iii. The member and domestic partner have a state civil union license;

iv. The member and domestic partner have a state marriage license;

v. The member and domestic partner have a marriage license issued in a country other than the United States;

vi. The member and domestic partner must have a committed relationship of mutual caring which has existed with cohabitation for at least twelve (12) months and who can demonstrate financial interdependence; neither the member nor the domestic partner are in a domestic partnership, civil union, or marriage with someone else; the member and the domestic partner are not related by blood any closer than would normally prohibit legal marriage; and the member and the domestic partner are not otherwise able to marry under the laws of Ohio.

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

(a) Joint ownership of real estate property or joint tenancy on a residential lease;
(b) Joint ownership of an automobile;
(c) Joint bank or credit account;
(d) Joint liabilities (e.g., credit cards or loans);
(e) A Will designating the domestic partner as primary beneficiary;
(f) A validated retirement plan or life insurance policy beneficiary designation form designating the domestic partner as primary beneficiary; or,
(g) A durable power of attorney signed to the effect that the domestic partners have granted powers to one another.

28.13. Professional Leave

The Board recognizes the provision for professional staff members to attend professional meetings pursuant to Section 3313.20 of the Ohio Revised Code.

Such meetings shall be closely related to the duties of the professional staff member and shall be of value to the Dublin City Schools.

Any professional staff member requesting permission to attend conference meetings, workshops, or conventions shall do so in writing to the principal. Such request shall include pertinent information regarding the meeting, the sponsoring agency, the period of time covered by the request, and a list of estimated expenses.

The Superintendent, or his/her designee, following the review, may approve the request and may approve partial or all costs to be incurred by the professional staff member. If full approval is given, the professional staff member shall be reimbursed, upon return and after providing receipts, for lodging, reasonable expenses for meals, and mileage at the rate per mile as per the IRS rate.

In the case of a professional staff member who is requested to participate in or to speak at a professional meeting, seminar, workshop or conference, approval may be granted at the

discretion of the building principal and the Superintendent or his/her designee. Such approval would be considered only upon the written request of the professional staff member. Expenditure of district funds for travel or other related expenses must be approved by the Superintendent or his/her designee.

Staff members shall be encouraged to pursue, and shall be provided with, professional development opportunities.

Opportunities for professional growth shall be provided through such means as the following:

A. Planned in-service programs and workshops offered within the school system;

B. Released time for visits to other classrooms and schools and for attendance at conferences, workshops and other professional meetings;

C. Leaves of absence for advanced educational training.

The building principal and the Superintendent or his/her designee shall have authority to approve released time for conferences and visitations, and reimbursement for expenses, provided that such activities are within budget allocations for that purpose.

28.14. Paid Personal Leave

A. Subject to a timely request and other limits in Section 28.14b below, persons who are in the bargaining unit as of the first day for teachers in a school year shall be entitled to use three (3) days of paid personal leave during that school year while actively employed, and persons who enter the bargaining unit after the first day for teachers in a school year but on or before the first day of the second semester in that school year are entitled to use one and one-half (1-1/2) days for paid personal leave for that school year while actively employed. Such leave shall not be accumulated from year to year except as provided herein, may not be coupled with unpaid short-term leave, shall count as two (2) such days used if taken on a Friday in May or June; the last workday before or after a holiday, break; or the last workday before the last day of school; the last day of school; or the last workday before or after a scheduled parent-teacher conference comp day, and may not be taken on a day on which parent-teacher conferences are scheduled to be held in the evening, provided that the Superintendent or his/her designee may waive any such restrictions as to such leave being taken on a day on which parent-teacher conferences are scheduled to be held in the evening, and provided further that any such waiver shall not necessarily constitute precedent for any future waiver.

B. Exceptions to the above restrictions shall be made when the reasons for the requested leave are one of the following:

i. Receiving a degree at a university or college,

ii. Attendance at a college graduation of the teacher's son, daughter, spouse, domestic partner (as defined in 28.12.h above), or grandchildren, including the children and grandchildren of a domestic partner,

iii. Attendance at a service level formal military graduation ceremony (by invitation) of the teacher's child, spouse, domestic partner, or grandchild, including the child or grandchild of a domestic partner,

iv. Any other reason deemed acceptable and approved by the Superintendent/designee.

C. Any paid personal leave days that a bargaining unit member has not used as of the end of a school year shall automatically be converted to that member's accumulated personal leave [up to the maximum accumulation of five (5) personal leave days, all remaining personal leave shall be converted to sick leave] except insofar as the member elects, in writing delivered to the Treasurer on or before the last day of the teachers' standard contractual year in a school year, to have such unused personal leave instead be added to the next school year's accumulation of sick leave for the member.

D. A request to use such personal leave shall be submitted in writing to the Superintendent and approved twenty-four (24) hours prior to using such leave except for emergencies. The professional staff member's written request must include the day or days being requested. The number of professional staff members granted such leave for the same day in any one building shall not exceed ten per cent (10%) of the professional staff members in that building who are in positions that by their nature require a substitute if the member is absent.

28.15. Religious Leave

A professional staff member will be granted no more than one (1) paid day each school year for religious leave, with the following provisions:

A. The day requested is identified as a bona fide religious holiday.

B. The professional staff member must request the religious leave day in writing to the Executive Director of Human Resources by September 15 of each school year.

C. The number of professional staff members granted religious leave on the same day in any one building shall not exceed two percent (2%) of the professional staff members in that building.

28.16. Association Leave

A. Upon five (5) days advance notice, when possible, to the building principal, Association members shall be granted a total of seventy (70) days with pay for each school year for use by the Association for its officers and representatives to attend professional association conferences or activities. The Association President shall approve the use of Association days by Association members.

B. A staff member in the position of President of the Association, upon written request to the Superintendent, shall be granted leave by the Board for the equivalent of either full-time or one-half (1/2) of full-time status over the period of one (1) school year.

The request shall be submitted by June 1 of the school year preceding the year for which the leave is requested, unless the Superintendent or his/her designee waives this requirement, and shall include the proposed configuration of the leave, which configuration shall be subject to approval by the Superintendent.

For the year in which the leave is taken, the President of the Association shall receive the same salary and benefits, under the same conditions, as s/he would otherwise receive if not on such leave, provided that:

i. The Association shall assume the obligation to reimburse the Board for the full amount of salary and benefits accrued for the staff member replacing the President of the Association while on leave, including the corresponding Board's share of STRS and of insurances under Article XLII below;

ii. Said payment shall be made to the Treasurer of the Board in monthly installments beginning October 1;

iii. Notification shall be made to the Association of the amount due as soon as possible, but no later than August 15;

iv. Every effort shall be made to replace the President of the Association while on leave with an employee who is qualified and experienced in the area and to do so in a manner which will provide consistent quality education for students.

The year during which leave is taken by the President of the Association shall count as a full year on the salary schedule and for purposes of length of service in the District, and while on such leave the President of the Association shall be considered a full-time employee for purposes of any reduction in force.

Upon completion of the leave, the President of the Association will be returned to

the same position of full-time status held prior to the leave unless s/he seeks and is selected for another position in the District.

28.17. Family and Medical Leave Act

Notwithstanding anything to the contrary in the above provisions of this Article or in any other Article of this Agreement, the Board and professional staff members shall each have all their respective rights and obligations under the Family and Medical Leave Act, provided that, except as otherwise required by that Act, any leave thereunder shall not be in addition to any leave set forth hereinabove.

## ARTICLE XXIX

## AD HOC COMMITTEES/STIPENDS

Any professional staff member who is administratively requested to perform duties outside his/her regular length of day and or beyond his/her regular contractual year shall be offered a stipend to perform such duties. Nothing herein shall require a staff member to agree to work on an ad hoc committee or for a stipend.

All plans shall be submitted for approval in writing to the Superintendent or his/her designee. (The only exception to this is when, pursuant to Section 29.1 below, a professional staff member or a staff member on behalf of a group of staff members has the responsibility of submitting the plan to a building principal.) The Superintendent or his/her designee may request a professional staff member or sponsoring group to speak on behalf of the proposal. The plan shall include:

A. Statement of purpose;

B. Nature of group activities;

C. Estimated hours of participation;

D. Anticipated dates of participation;

E. Number of participants;

F. Requested amount of stipend

Each employee who is offered a stipend shall be provided in writing, at the time of the offer or within five (5) days after the Superintendent's or his/her designee's approval of the stipend amount, whichever is later, the foregoing information. Any professional staff member who agrees to participate on an ad hoc committee or do work for which a stipend is granted shall be paid according to the following classifications and rates following conclusion of service:

29.1. Overnight Educational Opportunities

Any professional staff member who is engaged in supervising overnight extra-educational activities shall be paid an additional stipend per overnight.

Stipend: $50.00 per overnight

29.2. Special Committees or Individuals That Serve the District

Such groups or individuals might perform specialized, specific tasks or functions to support the implementation of other district committee work.

Stipend: $45.00* per hour

*This rate shall increase, commensurate with the base increase teachers receive each year beginning in the 2024-2025 school year.

29.3 District Curriculum Work Groups and Committees Administratively Selected

These work groups and committees are professional staff members who work individually or collectively to plan and support the academic work of the district.

Stipend: $350.00

29.4 K-12 District Lead Teachers

These individuals provide leadership within a K-12 professional learning community modeled to promote and support effective practices, coordinate professional development, and facilitate district level discussions in various content areas. They serve in a liaison capacity to the Superintendent, the Academic Team and building principals.

Stipend: $2,000.00

29.5 School Test Coordinators

Such individuals are responsible for test security; implementing testing guidelines and policies designated at the District, State, and National levels, and ensuring the appropriate handling and logistics of testing materials at the school site.

Stipend: $500.00 – 1,500.00

The Superintendent or his/her designee shall notify the Board's Treasurer, in writing, who shall attempt to make payment with the next payroll, but in no case, shall a stipend be paid later than the second payroll after the Board's Treasurer receives notification.

This Article is not subject to Article III above except for the payment of compensation included herein.

29.6 District Curriculum work with newly adopted curriculum resources

Any professional staff member who attends instructional training sessions outside his/her regular contractual year to receive training on implementation of newly BOE adopted and purchased district curriculum resources shall be paid an additional stipend per day.

Stipend: $100.00 per day/$50 per half day

## ARTICLE XXX

## FEE WAIVER DISTRIBUTION AND TUITION REIMBURSEMENT

30.1. Application

A. Each bargaining unit member must complete a written application form for a fee waiver and/or tuition reimbursement. This form must be received by the Human Resources Department no later than the stated deadline* as it appears on the application.

B. Tuition reimbursement will be granted only for courses for which the bargaining unit member received prior approval from the Director of Elementary or Secondary Education. Each bargaining unit member must complete a written application form for tuition reimbursement. This form must be received by the Human Resources Department no later than September 15th of each school year.

30.2. Distribution Procedure for Fee Waivers

The total fee waivers provided to the Dublin City Schools during a twelve (12) month period shall be equally divided into four (4) quarters, it being understood that in the event there are fee waivers remaining at the end of one quarter and the university agrees, those remaining fee waivers shall roll over into the next quarter. Each teacher may use up to twelve (12) quarter hours or eight (8) semester hours of fee waiver credit each year (beginning with the fall quarter), provided that any such fee waiver credit that is requested by a teacher has not been exhausted at a particular institution that had made same available to the school district. Notwithstanding anything expressed or implied to the contrary in the foregoing, in no quarter or semester except the summer term may a teacher use fee waiver credit for more than either (a) one (1) course or (b) five (5) quarter hours or three (3) semester hours. All requests by teachers for summer term fee waiver credit limited to one course of either five (5) or fewer quarter hours or three (3) or fewer semester hours shall be honored before any teacher shall receive any additional hours of

* Deadline dates prior to each quarter/semester shall be set by the Executive Director of Human Resources and communicated.

fee waiver credit for that quarter.

30.3. Preference Order (Criteria) by Quarter/Semester for Fee Waivers

A. First Preference

i. Any bargaining unit member who needs college courses to renew a certificate/license, expiring prior to the start of either of the next two (2) school years, which is required to retain current position.

ii. Any bargaining unit member who needs to satisfy HQT requirements for a course currently being taught.

iii. Any bargaining unit member who needs to satisfy a written evaluation requirement by his/her administrator.

B. Second Preference

i. Any bargaining unit member who is working on an established program within the graduate school leading to a degree.

ii. Any bargaining unit member who is working to obtain any additional certification/licensure.

iii. Any bargaining unit member who is on suspended contract status. (As it applies here, suspended contract implies suspended because of RIF.)

C. Individual (Professional Development)

Within Sections 30.3A and 30.3B above, priority shall be in the following order:

i. Bargaining unit member who has not used a fee waiver in the last four (4) quarters.

ii. Bargaining unit member who has not used a fee waiver in the last three (3) quarters.

iii. Bargaining unit member who has not used a fee waiver in the last two (2) quarters.

iv. Bargaining unit member who has not used a fee waiver in the last quarter.

30.4. Unused Fee Waivers or Dropped Courses

Unused fee waivers must be returned no later than the third week of the quarter or term. The administrator in charge must be notified of any dropped course if the drop is

completed by the third week of the quarter. Failure to comply with either of the above two procedures may result in the withdrawal of rights to participate in the fee waiver system for four (4) quarters.

30.5. Use of Fee Waivers

The purpose of fee waivers is to encourage employee educational growth and advancement by providing benefits in the form of financial assistance. Waivers are provided to the Dublin City Schools through agreements with The Ohio State University, Capital University, Otterbein College, Ashland University, Ohio Dominican College, Ohio Wesleyan University, and The Ohio State University – Marion Branch. The Board and Administration strongly support the professional growth of the teaching staff and encourage their participation in this program. Fee waiver availability is very limited.

30.6. Board Allocation for Tuition Reimbursement

The Board shall allocate $125,000 for each school year, starting with the fall quarter. Any amount of the total allocation for reimbursement not used during a given year shall be rolled over to the following year. A bargaining unit member's reimbursement shall not exceed twelve (12) hours (semester and/or quarter) per school year.

To receive tuition reimbursement payment from the Board, a bargaining unit member must earn a grade of a C or better. Upon submission of the grade sheet and/or official transcript, the Superintendent or his/her designee shall notify, in writing, the Board's Treasurer, who shall make the reimbursement payment in a reasonably timely fashion, provided that:

A. A bargaining unit member requesting tuition reimbursement shall submit to the Board's Executive Director of Human Resources the total cost of course work that was completed during the previous twelve (12) months. This request is required to be submitted to the Executive Director of Human Resources' office by September 15th of each year and must be accompanied by a completed grade slip and a paid fee receipt for reimbursement.

B. The Executive Director for Human Resources shall calculate for the previous twelve (12) months as of September 15th of each year the amount to be paid each particular bargaining unit member who requests tuition reimbursement under subparagraph a by (i) dividing the total allocated as also set forth in this section, including any amount rolled over, by the total hours for which all bargaining unit members are so requesting tuition reimbursement and then (ii) multiplying the resulting dollar amount by the number of hours for which the particular bargaining unit member has so requested tuition reimbursement, but in no event shall the reimbursement be at a rate higher than the actual cost of tuition for the course work or the Ohio State University fee waiver hourly rate for the same number of hours of such course work, whichever is lower.

## ARTICLE XXXI

## SUPPLEMENTAL SALARIES

31.1. Introduction

The operation of a supplemental duties program requires the use of supervisors (coaches, advisors, sponsors, etc.) for students participating in the various activities. Compensation for supervisors is for services rendered beyond the teacher contractual day. A supplemental contract shall be issued to the professional staff member supervising an approved supplemental duty.

This Article establishes:

A. A Supplemental Salary Committee whose members include:

i. Superintendent or designee (who shall be the chair),
ii. three (3) administrators appointed by the Superintendent, and
iii. three (3) professional staff members appointed by the Association President.

B. Those supplemental activities for which compensation is provided.

C. The criteria that are to be taken into account and the process to be used by the appropriate supplemental committee when determining levels of compensation.

31.2. General Provisions

A. Addition and Deletion of Activities and Assistants - The Supplemental Salary Committee is responsible for evaluating proposals concerning the addition or deletion of co-curricular activities and for the addition or deletion of assistant coaches, assistant advisors, assistant sponsors, etc. Such proposals are to be submitted by individuals or a group to the Supplemental Salary Committee. The Supplemental Salary Committee will present a recommendation to the Superintendent, who may make a recommendation to the Board. The Supplemental Salary Committee shall consider factors including, but not limited to, time with students, time in completing activity- related tasks, responsibility and safety factors required by the activity or the position when determining compensation levels.

B. Compensation Levels - The compensation level for each supplemental duty is to be based on factors relative to the nature of the activity (time and responsibility required by the activity or the position) and upon the years of experience of the supervisor. Nothing herein shall affect the Board's authority to determine how many co-curricular activities and related positions to approve pursuant to Section

31.2a above.

C. Supplemental Salary Committee - The Supplemental Salary Committees shall meet and submit to the Superintendent the level value of present and proposed supplemental activities using the following process. Any person or group requesting a compensation level change or the addition of a new supplemental position shall send a written request to the Supplemental Salary committee for consideration before October 15th and February 15th. The Supplemental Salary Committee will then meet to consider said requests. Upon discussion of the requests and consideration of the factors listed in Section 31.2a above, the Committee will vote on the appropriate compensation level. By simple majority of those present, the Committee shall determine its recommendation to make as to all compensation level requests. Approved changes and additions voted upon by the Committee shall be submitted to the Superintendent, who may make a recommendation to the Board to approve, modify, or reject same. Any action by the Superintendent in making such a recommendation and by the Board in acting or not acting thereon shall be final in each of those regards and not grievable or otherwise subject to appeal.

D. The chair shall call for the committee to meet at least once before November 15th and once after March 15th of each school year, provided that the chair of the committees may call further meetings as need may arise due to the submission of written proposals or other related issues. Any proposed changes formulated by the committee shall be submitted to the Superintendent, who shall make a recommendation to the Board to approve, modify, or reject same. Any action by the Superintendent in making such a recommendation and by the Board in acting or not acting thereon shall be final in each of those regards and not grievable or otherwise subject to appeal.

E. Stipend To Sustain Or Improve An Activity - At times, it may be necessary to establish a supplemental salary at an amount which exceeds that prescribed. While the reasons for such an extraordinary stipend may vary, the ultimate objective must be to sustain a particular activity at or improve a particular activity to a level of service that the Board believes is desirable for students and the community. The Superintendent may make such a recommendation to the Board.

31.3. Experience Factor

Credit for up to five (5) years of experience shall be given. This experience must have been under a paid contract and must have been at a similar level to that of the position in the Dublin City Schools. Two (2) years of experience at a lower category level shall be given one (1) year of credit at a higher category level. (For example, each two [2] years as an assistant coach shall count as one [1] year of experience as a head coach.)

31.4. Non-Grievability of Level Values

The determination of level values for supplemental positions is not subject to Article III.

31.5. Supplemental Salary Conversion Scales

A. On the effective date of this Agreement, the supplemental salary conversion scale shall be as set forth in paragraph c below.

B. The supplemental salary conversion scale shall increase each succeeding year on August 1 as the teachers' base salary increases as described herein. The supplemental salary conversion scales are listed in the tables below.

| | FY 2024 | FY 2025 |
|---|---|---|
| **Base Amount** | $50,561 | $52,078 |
| **% Increase** | 3.00% | 3.00% |

FY 2024 Effective August 1, 2023

| | | 1.00 | 1.05 | 1.10 | 1.15 | 1.20 | 1.25 | 1.30 | 1.35 | 1.40 |
|---|---|---|---|---|---|---|---|---|---|---|
| | | 0 | 1 | 2 | 3 | 4 | 5 | 7 | 10 | 15 |
| **% OF TOP** | **LEVEL** | **YRS** | **YRS** | **YRS** | **YRS** | **YRS** | **YRS** | **YRS** | **YRS** | **YRS** |
| 100.00% | 14 | $9,961 | $10,459 | $10,957 | $11,455 | $11,953 | $12,451 | $12,949 | $13,447 | $13,945 |
| 92.86% | 13 | $9,250 | $9,712 | $10,175 | $10,637 | $11,100 | $11,562 | $12,025 | $12,487 | $12,950 |
| 85.71% | 12 | $8,538 | $8,964 | $9,391 | $9,818 | $10,245 | $10,672 | $11,099 | $11,526 | $11,953 |
| 78.57% | 11 | $7,826 | $8,218 | $8,609 | $9,000 | $9,392 | $9,783 | $10,174 | $10,566 | $10,957 |
| 71.43% | 10 | $7,115 | $7,471 | $7,827 | $8,182 | $8,538 | $8,894 | $9,250 | $9,605 | $9,961 |
| 64.29% | 9 | $6,404 | $6,724 | $7,044 | $7,365 | $7,685 | $8,005 | $8,325 | $8,645 | $8,965 |
| 57.14% | 8 | $5,692 | $5,976 | $6,261 | $6,545 | $6,830 | $7,115 | $7,399 | $7,684 | $7,968 |
| 50.00% | 7 | $4,981 | $5,230 | $5,479 | $5,728 | $5,977 | $6,226 | $6,475 | $6,724 | $6,973 |
| 42.86% | 6 | $4,269 | $4,483 | $4,696 | $4,910 | $5,123 | $5,337 | $5,550 | $5,764 | $5,977 |
| 35.71% | 5 | $3,557 | $3,735 | $3,913 | $4,091 | $4,268 | $4,446 | $4,624 | $4,802 | $4,980 |
| 28.57% | 4 | $2,846 | $2,988 | $3,130 | $3,273 | $3,415 | $3,557 | $3,700 | $3,842 | $3,984 |
| 21.43% | 3 | $2,135 | $2,241 | $2,348 | $2,455 | $2,562 | $2,668 | $2,775 | $2,882 | $2,988 |
| 14.29% | 2 | $1,423 | $1,495 | $1,566 | $1,637 | $1,708 | $1,779 | $1,850 | $1,922 | $1,993 |
| 7.14% | 1 | $711 | $747 | $782 | $818 | $853 | $889 | $925 | $960 | $996 |

FY 2025 Effective August 1, 2024

| | | 1.00 | 1.05 | 1.10 | 1.15 | 1.20 | 1.25 | 1.30 | 1.35 | 1.40 |
|---|---|---|---|---|---|---|---|---|---|---|
| | | 0 | 1 | 2 | 3 | 4 | 5 | 7 | 10 | 15 |
| **% OF TOP** | **LEVEL** | **YRS** | **YRS** | **YRS** | **YRS** | **YRS** | **YRS** | **YRS** | **YRS** | **YRS** |
| 100.00% | 14 | $10,259 | $10,772 | $11,285 | $11,798 | $12,311 | $12,824 | $13,337 | $13,850 | $14,363 |
| 92.86% | 13 | $9,527 | $10,003 | $10,479 | $10,955 | $11,432 | $11,908 | $12,384 | $12,861 | $13,337 |
| 85.71% | 12 | $8,793 | $9,233 | $9,672 | $10,112 | $10,552 | $10,991 | $11,431 | $11,871 | $12,310 |
| 78.57% | 11 | $8,060 | $8,464 | $8,867 | $9,270 | $9,673 | $10,076 | $10,479 | $10,882 | $11,285 |
| 71.43% | 10 | $7,328 | $7,694 | $8,061 | $8,427 | $8,794 | $9,160 | $9,526 | $9,893 | $10,259 |
| 64.29% | 9 | $6,596 | $6,925 | $7,255 | $7,585 | $7,915 | $8,244 | $8,574 | $8,904 | $9,234 |
| 57.14% | 8 | $5,862 | $6,155 | $6,448 | $6,741 | $7,034 | $7,327 | $7,621 | $7,914 | $8,207 |
| 50.00% | 7 | $5,130 | $5,386 | $5,642 | $5,899 | $6,155 | $6,142 | $6,668 | $6,925 | $7,181 |
| 42.86% | 6 | $4,397 | $4,617 | $4,837 | $5,057 | $5,276 | $5,496 | $5,716 | $5,936 | $6,156 |
| 35.71% | 5 | $3,663 | $3,847 | $4,030 | $4,213 | $4,396 | $4,579 | $4,763 | $4,946 | $5,129 |
| 28.57% | 4 | $2,931 | $3,078 | $3,224 | $3,371 | $3,517 | $3,664 | $3,810 | $3,957 | $4,103 |
| 21.43% | 3 | $2,199 | $2,308 | $2,418 | $2,528 | $2,638 | $2,748 | $2,858 | $2,968 | $3,078 |
| 14.29% | 2 | $1,466 | $1,539 | $1,613 | $1,686 | $1,759 | $1,833 | $1,906 | $1,979 | $2,052 |
| 7.14% | 1 | $732 | $769 | $806 | $842 | $879 | $916 | $952 | $989 | $1,025 |

Level 14, step 0 is 19.70% of base salary. All calculations are based from this.
Experience steps are based on a multiple of the 0 years of experience step.
% of top based on Level # divided by 14.
*All years must be in Dublin Schools.
Saturday School Monitors: $80 per Saturday

31.6. Installments

A. All year-long supplemental contracts shall be paid either in i) equal installments pursuant to the procedures outlined in Section 38.2 below or ii) two (2) equal installments, with the first installment to be paid at the last pay period in December and the second installment to be paid at the last pay period in June following the completion of the supplemental contract. The choice between the aforementioned options shall be solely that of the bargaining unit member. Said choice must be communicated to the Treasurer's Office contemporaneous with the bargaining unit member's communication of acceptance of the supplemental contract, provided that, if the member does not so communicate his/her choice at that time, option ii) shall be followed.

B. All seasonal supplementals (those less than one [1] year in duration) shall be paid, at the sole discretion of the bargaining unit member, either in i) equal installments pursuant to the procedures outlined in Section 38.2 below or ii) two (2) equal installments, with the first installment to be paid after the first half of the seasonal responsibilities are completed and the second installment to be paid at the completion of the contractual responsibilities. Said choice shall be communicated to the Treasurer's Office contemporaneous with the bargaining unit member's communication of acceptance of the supplemental contract, provided that, if the member does not so communicate his/her choice at that time, option ii) shall be followed.

C. In the event that an overpayment for a supplemental contract is made to a bargaining unit member because such member does not commence or prematurely ceases to perform duties under said contract, or because of any other reason, such overpayment may be subtracted from any other payment otherwise due from the Board to the member, provided that nothing herein shall preclude the Board's availing itself of any additional right that it would otherwise have under law to recover any such overpayment.

## ARTICLE XXXII

## SEVERANCE

32.1. All professional staff members who meet the retirement qualifications for STRS shall, at the time of their retirement from the Dublin City Schools, be granted pay for unused accumulated sick leave in accordance with the following:

A. The amount to be paid shall be one fourth (1/4) of a professional staff member's sick leave accrued up to a maximum payment of sixty (60) days. In addition, a professional staff member shall be paid one-tenth (1/10) of his/her accrued sick leave that is more than two hundred forty (240) days up to a maximum payment of twelve (12) additional days.

B. The amount set forth in Section 33.1a above shall be determined by multiplying the number of days per the payment schedule by the staff member's daily rate of pay at the time of retirement.

C. The daily rate of pay described in Section 33.1b above shall be the professional staff member's rate as determined by placement on the salary schedule at the time of retirement divided by the number of days in the staff member's current contractual year.

D. Supplemental contracts shall not be included in the annual salary rate alluded to in Section 33.1c above.

E. Any professional staff member who meets the retirement criteria set forth in Section 32.1 and has accrued sick leave over and above that which is paid in accordance with Section 32.1(a), may choose to donate the additional leave to the Catastrophic Sick Leave Bank, Article XXVIII, Section 28.17(g).

32.2. The only professional staff members eligible for payment hereunder shall be those who:

A. have resigned from employment with the Board and whose effective date of retirement with STRS is no later than sixty (60) days after the latest of

i. the last paid date of service,
ii. the last day of an unpaid leave of absence, or
iii. the last day holding a contract while on RIF status under Article XX above and

B. have given written notice to the Treasurer of their intention to resign from employment with the Board no later than (i) February 1 of a calendar year if their effective date of their resignation will be between June 1 and October 1, inclusive, of that same calendar year and otherwise (ii) sixty (60) days before the effective date of their resignation.

The Treasurer shall pay any such members who are eligible for payment the amount due under this Article within a reasonable time of such member's qualifying for payment and advising the Treasurer of that qualification.

32.3. Retirement Incentive

A. The following bargaining unit members shall be eligible for retirement incentive payments as provided in subsection b below if they satisfy the notification requirement of subsection d below: those bargaining unit members who apply and are accepted for service retirement benefits from a retirement system of the State of Ohio and who have as of the effective date of their retirement (i) at least thirty (30) years of STRS credit or a combination of thirty (30) years of STRS credit

and credit with another retirement system of the State of Ohio but (ii) no more than thirty and nine hundred ninety-nine thousandths (30.999) years of credit as described in item (i) as just stated. Such bargaining unit members shall provide to the Treasurer's Office contemporaneous with their written notification that is required in subsection c reasonably sufficient proof from a retirement system of the State of Ohio that they will satisfy, as of the intended effective date of their retirement, the foregoing years of credit requirement of this subsection.

B. Bargaining unit members eligible for retirement incentive payments as set forth in subsection a above shall be paid $25,000 in the January following retirement. All unit members so receiving the retirement incentive shall have the money tax sheltered into the Dublin City School 403(b) Accumulated Leave Plan, the Dublin City School 457 Accumulated Leave Plan, or both.

C. Notwithstanding any provision express or otherwise implied to the contrary in subsection a or b above, no bargaining unit member shall be eligible for a retirement payment under subsection b above unless s/he has given to the Treasurer's Office written notice of his/her intention to resign from employment with the Board no later than (i) March 1 of a calendar year if his/her effective date of resignation will be between June 1 and October 1, inclusive, of that same calendar year and otherwise (ii) sixty (60) days before the effective date of his/her resignation.

D. A joint "Retirement Option Committee" will be created for the purpose of reviewing current severance/retirement language, and to strategize possible modifications and/or viable alternatives. The Retirement Option Committee will have no bargaining authority or ability to change contractual language.

The Committee will be comprised of an equal number of representatives from the administration and the Association. Members will be appointed by the Superintendent/designee, and the Association President, and will not exceed six (6) members from each body.

## ARTICLE XXXIII

## PROFESSIONAL DUES DEDUCTION

Payroll deductions for the payment of Association dues (DEA, Central OEA/NEA, OEA and NEA) and UEP affiliated professional organization(s) dues shall be provided by the Board in keeping with the following:

33.1. A professional staff member who wishes to authorize payroll deduction shall submit a written authorization for payroll deductions on a form provided by the Association to the Board's Treasurer of any year the staff member begins payroll deductions under this Agreement. Unless revoked or changed in accordance with procedures contained herein,

an authorization shall continue from year to year.

33.2. The Association shall notify the Board's Treasurer as to the total amount of dues to be deducted per member. Such notification shall be in the form of a letter signed by the Association President or the Association Treasurer by September 1.

33.3. Within fourteen (14) calendar days following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Dublin Educators' Association."

33.4. Authorized payroll deductions shall be made in equal installments beginning with the November payroll month and continuing each month through June 30.

33.5. If a professional staff member ends his/her employment for reasons other than death of the member or takes a leave of absence before all installments have been deducted, the unpaid balance shall be deducted from the final payroll check if the amount of the check is sufficient to cover the unpaid balance and remitted to the Association Treasurer as provided above.

33.6. A professional staff member who wishes to add or delete membership dues deduction for any UEP affiliate organization(s), where a deletion does not amount to revocation of the entire amount being deducted from dues at the time of the deletion, shall do so only during September and October of any given year. The Association shall inform professional staff members of these options and to process any changes on revised authorization cards. The Association shall submit all revised authorization cards to the Board's Treasurer by October 10 of each year.

33.7. The Association shall promptly transmit any new authorization it receives after October 1 to the Board's Treasurer, who shall attempt to begin deductions with the next payroll, but in no case shall deductions begin later than the second payroll after the Board's Treasurer receives the authorization form. The total amount to be deducted shall be equally divided by the number of pay periods that individual staff member has remaining in his/her pay plan for that contractual year through June 30.

33.8. A professional staff member who wishes to revoke his/her payroll deduction authorization may do so between September 1 and September 30 of any given year. It shall be the responsibility of the professional staff member to notify the Association and the Board's Treasurer in writing. The Board shall continue to honor present dues deduction authorizations executed by the employee in favor of the Association unless revoked by the staff member as stated herein.

33.9. No employee organization other than the Association shall be entitled to payroll deductions of membership dues.

33.10. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise from, or by reason of action taken by the Board in reliance upon, any authorization forms submitted by the Association to the Board.

## ARTICLE XXXIV

## OTHER PAYROLL DEDUCTIONS

34.1. Voluntary and Mandatory Deductions

The Board's Treasurer shall make certain approved deductions if requested to do so by an employee. The following deductions have been approved or are mandatory:

VOLUNTARY

A. Credit Union;
B. Medical Insurance (surgical, hospitalization, major medical);
C. Dental Insurance;
D. Term Life Insurance;
E. Professional Dues;
F. Tax Sheltered Investment Accounts;
G. Cancer Insurance;
H. Employee Scholarship Fund;
I. United Way;
J. Vision Care Insurance;
K. Purchase or Restoration of STRS Service Credit[1];
L. The Fund for Children and Public Education (FCPE)[2];
M. Ohio Tuition Trust Authority;

[1] Any direction to undertake STRS service credit purchase or restoration deductions, or to revoke or modify same, shall be (1) submitted in writing by a professional staff member to the Treasurer, first effective during the first month of September or October that first begins more than thirty days after receipt of such submission, and (3) subject to any requirements then set forth in Ohio Administrative Code Section 3307-1-28 (which Section shall prevail in the event of any irreconcilable conflict with any provision hereof), provided that (4) the limitation in part (2) just stated shall not apply to any request submitted in writing by a professional staff member to the Board's Treasurer to modify a deduction as a result of a change in the interest rate applicable under Ohio Administrative Code Section 3307-1-04 or 3307-1-09, and (5) a modification as described in part (4) just stated shall be first effective at a reasonable time after receipt of the submission requesting same.

[2] Any direction to undertake deductions for FCPE shall be submitted in writing by a professional staff member to the Board's Treasurer, on a form provided by the Association, and said deductions shall commence no later than the end of the first month that begins more than thirty (30) days after receipt of such submission. Unless revoked or changed in accordance with the procedures set forth hereinafter, such an authorization shall continue from year to year. A professional staff member who wishes to revoke such an authorization may do so by notifying the Board's Treasurer and the Association in writing submitted between September 1 and September 30 of any given year. The Board shall continue to honor deductions authorized for FCPE by a professional staff member, and not revoked, as of the effective date of this Agreement unless revoked by the professional staff member as stated herein.

N. Flexible Spending Account per Section 42.1 below;
O. Health Savings Account per Section 42.1 below.

MANDATORY

A. Federal Income Tax;
B. State Income Tax;
C. Local Income Tax;
D. State Teachers Retirement System.

34.2. Credit Union

Credit Union deductions shall be of equal amounts throughout the year and shall be continued by the Board in succeeding years unless the professional staff member provides in writing information to the contrary. All monies deducted shall be remitted to the Credit Union within one (1) week of deductions.

34.3. Tax Sheltered Investment Accounts

A. Minimum enrollment for a company new within the District shall be ten (10) participants.

B. All tax sheltered investment companies shall notify the Board's Treasurer in writing when staff members have completed all necessary requirements requesting participation with said company in the District's tax sheltered payroll deduction program.

C. Upon timely receipt in the office of the Board's Treasurer of properly executed documents, said tax sheltered deductions shall be implemented on an annual payroll cycle basis with equal installments being deducted. The Board's Treasurer shall attempt to begin deductions with the next payroll, but in no case shall deductions begin later than the second payroll after the Board's Treasurer receives the participation request.

D. Deductions made for the purpose of tax sheltered investment programs shall be remitted to the respective company within one (1) week of deductions and in compliance with the respective company provisions as to assure proper credit to each staff member's account for the appropriate reporting period. If an outside party is contracted as an agent, the Board's Treasurer shall be indemnified.

E. After a staff member is enrolled in a tax sheltered investment program, said member shall be permitted to make a change during each quarter (September, December, March and, June) of the calendar year, provided that, in addition to making any such change as just stated, a member may discontinue tax sheltered investment deductions at any time with respect to amounts not yet earned if permitted by Internal Revenue Service Regulations. A desired change may be

made at any time by notifying the Board's Treasurer in writing, and the Board's Treasurer upon receipt of such a notice shall attempt to change deductions with the next payroll, but in no case shall a deduction change begin later than the second payroll after the Board's Treasurer receives the change notification.

F. Professional staff members shall have option to participate in one (1) or more Board recognized tax sheltered investment programs subject to Federal Law.

G. The following guidelines shall be used to establish the eligibility of tax sheltered companies to participate in the tax sheltered investment payroll deduction programs with the Board and its employees.

i. All companies who were eligible for, and participating in, the tax sheltered investment payroll deduction program immediately prior to the effective date of this Agreement shall continue to hold this privilege as long as there are ten (10) or more employees who continue to participate in, and who are signed up for, benefits.

ii. A company may become eligible to participate in tax sheltered investment payroll deductions if that company can prove that ten (10) or more employees of the District have completed all necessary requirements requesting participation with said company in a tax sheltered payroll deduction program and that company executes an agreement with the District to comply with the written provisions of the District's tax sheltered payroll deduction program. Eligibility shall continue as long as there are ten (10) or more employees who continue to participate in, and who are signed up for, benefits.

iii. A company may not become and shall not continue to be eligible to participate in tax sheltered investment payroll deductions if that company violates or contributes to the violation of Board policies or administrative rules or procedures of the District.

H. Definitions –- For purposes of this section, the terms below shall have the following meanings:

i. Board -- Dublin City Board of Education and the 403(b) Plan Sponsor;

ii. Association – Dublin Educators' Association;

iii. Assignee -- An individual or entity, including, but not limited to, a third party administrator or a payroll provider, designated by the Board to perform all or a portion of the Board's responsibilities under the Common Remitter Agreement with ING;

iv. ING – Shall mean, collectively, ING Financial Advisers, LLC, ING National Trust, and/or ING Financial Advisors, LLC (IFA);

v. Provider – Any entity providing an investment vehicle or provider to Board's 403(b) Plan and intended to receive remittances under the Common Remitter Agreement;

vi. Common Remitter Agreement (CRA) – An agreement between ING and the Board whereby the Board forwards the 403(b) remittance amounts from assignees to ING, who then forwards the appropriate portion of the remittance to the applicable providers under the Board's 403(b) Plan;

vii. Planwithease.com 403(b) Service Agreement – Is the agreement of the Board and ING Life Insurance and Annuity Company (ILIAC) for ILIAC to provide the administrative services for the Board's 403(b) Plan.

I. Common Remitter Agreement (CRA) and Planwithease.com Agreements

i. The Board and the Association agree that should IFA notify the Board that a provider refuses to follow the CRA procedures or fails to cooperate with ING, and IFA directs ING Trust to return to the Board the portion of any payment attributable to said provider, the Board shall:

(a) Notify the unit member or members of IFA's decision to return to the Board the portion of payment to the provider; and

(b) The Board shall satisfy its obligation under 403(b) regulations to transfer the payment to the provider within one (1) week of receipt from ING.

ii. As provided in the CRA, in the event ING is unable to process the remittance by the fifth business day after its receipt, notifies the Board of such, and returns the remittance to the Board, then the Board shall notify the unit member or members of such return of remittance within one (1) business day or return.

iii. Should the Board receive a public records request for information related to the CRA or the Planwithease.com Service Agreement, the Board shall notify the Association at the same time it notifies ING of such request. Should the Board determine that the information is a public record, then it shall immediately notify the Association of its determination prior to releasing such information.

J. The Association and the Board shall establish a joint work group to meet once a school year to review the effectiveness of any third party administration of the District's tax sheltered programs.

## ARTICLE XXXV

## REQUEST FOR CHANGE IN DEGREE ALLOWANCE

Professional staff members shall have one (1) opportunity to move to a higher salary group during any one contract year. A professional staff member may advance to a higher salary group effective at the beginning of his/her contract year, provided that s/he verifies the change in salary group by submitting an official transcript to the Superintendent or his designee no later than September 15 of that school year. The change in salary group shall be reflected in a regular paycheck within twenty (20) working days of receipt of verification by the Superintendent or his designee. The salary adjustment shall be equally divided over the remaining pays.

Salary Advancement Course Pre-Approval Request Form (Form can now be found online.)

Effective with the start of the 2010-2011 school year, and consistent with the regulations set forth in Section 43.3, professional staff members seeking to advance to a higher salary group shall submit the pre-approval request form.

## ARTICLE XXXVI

## PAY PLAN

The annual salary for professional staff members shall be paid in twenty-four (24) semi-monthly equal installments on the fifteenth and thirtieth of each month beginning in September, provided that if any such scheduled payday shall fall on a weekend or legal holiday, payment shall instead be made on the last business day next preceding such weekend or legal holiday. A 25th pay will be scheduled for new hires to the District. The appropriate salary shall be paid in twenty- five (25) pays, commencing with the first payment being made on August 30th. This schedule shall be in place only for the first year of employment. All of such installment payments for any bargaining unit member shall be made by direct deposit to a total of as many as three (3) separate accounts, which accounts shall be in one (1) or more financial institutions of the bargaining unit member's choosing, provided that each such financial institution so chosen by a bargaining unit member shall be a member of the federal reserve banking system. Bargaining unit members shall follow reasonable rules established by the Board's Treasurer to report account codes to be used for direct deposits, and pay for any bargaining unit member may be held by the Board for that member's benefit pending receipt of at least one such account code from that member. Absent unusual circumstances, the information for direct deposits of bargaining unit members' pay shall be provided by the Board's Treasurer to the designated transfer agent two (2) or more days in advance of the applicable payroll date.

Notwithstanding the provision above for payment of annual salary through twenty-four (24) semi- monthly equal installments, if a bargaining unit member elects to submit to the Treasurer’s office on or before June 1st a written notice of intent to retire (consistent with the definition of

retirement in Section 33.2(a) above) and to receive the balance of his/her salary for that school year on the July 15th payday, the Treasurer shall pay to the member on said payday such balance rather than thereafter continuing salary payments to the member during the remainder of the summer.

If overpayment or underpayment occurs, the employee and the Board's Treasurer shall mutually decide on the resolution of the problem.

## ARTICLE XXXVII

## PART-TIME EMPLOYEES

37.1. Definitions

For the purposes of benefit(s) in Article XLII below:

A. Teachers who were in the active or inactive employment of the Board on December 31, 1990 and who have remained in the continuous employ of the Board subsequent to that date shall be deemed to be full-time teachers when they are employed as 1/2 time or more (5/10 or more), provided that, notwithstanding the foregoing, any teacher who would otherwise be deemed a full-time teacher under this paragraph and who on or after April 1, 1994 voluntarily reduces his/her employment (e.g., from 10/10 to 8/10 or from 6/10 to 5/10) shall not be deemed to be a full-time teacher except as s/he shall thereafter be employed to work a full schedule (10/10).

B. Teachers who were not in the active or inactive employment of the Board on December 31, 1990 or who were so employed but have not remained in the continuous employ of the Board subsequent to that date shall be deemed to be full-time teachers when they are employed to work a full schedule (10/10).

37.2. Benefits

A. Full-time professional staff members as described in Section 39.1 above shall receive full benefits as defined in Article XLII. Professional staff members who are not full-time employees as described in Section 39.1 above shall receive benefits in Article XLII on a prorated basis of tenths (1/10 through 9/10).

B. Professional staff members who have a contract status of less than 10/10 shall receive sick leave and personal leave on a prorated basis using the same accounting method utilized for teachers who have a 10/10 contract status.

## ARTICLE XXXVIII

## NOTICE OF SALARY

Professional staff members shall receive a notice of salary in accord with Ohio law and based on the adopted salary schedules.

## ARTICLE XXXIX

## MILEAGE REIMBURSEMENT

Mileage shall be paid for each professional staff member for educational activities authorized and approved by the Board or its designee at the Internal Revenue Service approved rate.

## ARTICLE XL

## INSURANCES

40.1. Health, Dental, Vision

The benefits for health, dental and vision insurance are summarized in Attachment C.

A. The Board shall pay 90% of the total premium cost for single plan, 85% of the total premium for single plus one, and 85% of the total premium cost for family plan for health insurance. For all other insurances the Board shall pay 90% of the total premium cost for single plan and 85% of the total premium cost for family plan. In any year, if the quoted cost of the health insurance renewal amounts to an increase of eleven percent (11%) or higher over the current premium, the Insurance Committee must convene to formulate a proposal to either: 1) increase the employees' contribution; or 2) modify the current benefits to reduce the cost of the renewal to less than eleven percent (11%) over the current premium cost.

B. The Board shall establish a Section 125 Plan for the exclusive purpose of allowing professional staff members to pay their portion of insurance premiums under this section 42.1 on a pre-tax basis to the full extent permitted by law, such Plan to remain in effect so long as laws and Internal Revenue Service rules concerning same remain substantially unchanged. The Board shall further make available to members of the bargaining unit a dependent care flexible spending account, likewise to remain in effect so long as laws and Internal Revenue Service rules concerning same remain substantially unchanged.

C. High Deductible/Health Savings Account Plan

i. As shown in Attachment C, the District shall provide a High Deductible Health Plan (HDHP) with the following provisions:

| Deductible: | Network | Non-Network |
|---|---|---|
| Single | $1500 | $3000 |
| Single plus one | $3000 | $6000 |
| Family | $3000 | $6000 |

| Co-Insurance coverage: | Network | Non-Network |
|---|---|---|
| | 90% | 70% |

| Out-of-Pocket Maximum: | | |
|---|---|---|
| Single | $3000 | $6000 |
| Single plus one | $6000 | $12,000 |
| Family | $6000 | $12,000 |

Notwithstanding the foregoing and Attachment C, deductibles for the HDHP will be no less than the IRS minimum. Out-of-Pocket Maximums shall be modified in the same ratio denoted above with any/all IRS deductible changes. Eligible health care expenses apply toward the deductibles and the Out-of-Pocket Maximum including prescription drugs. Preventative Care shall be pursuant to the terms of the insurance certificate (summarized in Attachment B under the heading of Preventative Care).

ii. A Health Savings Account (HSA) shall be available for each unit member who is a part of the HDHP. The Board shall determine a custodian for the HSA, but the member shall be free to choose a different custodian, provided that, in the event that a member has a concern about the handling of the member's HSA by a different custodian that has been so chosen by the member, that concern shall be the responsibility of the member to address without the involvement of the Board or its agents except as that concern is shown to have arisen from an error by the Board or its agents. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made either by payroll deduction or in a lump-sum payment. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his/her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution is for qualified medical expenses.

40.2. Term Life Insurance

Professional staff members shall receive 100% Board-provided life insurance in the amount of $50,000 and shall have the option to purchase at their own expense additional

coverage up to a maximum of the same amount of $50,000.

40.3. Insurance Committee

A. Purpose

Each calendar year an Insurance Committee shall meet to develop such proposals as the committee deems appropriate concerning the level of insurance benefits available and offered. This standing committee's responsibilities shall include:

i. monitoring insurance costs;

ii. studying and making recommendations concerning use of monetary benefits realized by the district resulting from demutualization of its insurance carrier;

iii. reviewing and modifying benefits; and

iv. selecting insurance carriers and/or third-party administrators for all insurances listed in this Article.

B. Membership

The committee shall consist of six (6) members annually appointed by the Superintendent (who shall also designate which of his/her appointees shall serve as the committee chair), three (3) members annually appointed by the President of the Dublin Educators' Association, and two (2) members annually appointed by the President of the Dublin Support Association, provided that, unless and until the Dublin Support Association agrees so to participate on the committee, the Superintendent shall instead appoint only four (4) rather than six (6) members annually.

C. Operation

The committee shall meet at least sixty (60) days in advance of any insurance contract rollover/renewal and at other times at the call of the chair. The committee shall formulate its proposals concerning carriers or third-party administrators by a majority vote of all of its members; it shall formulate its proposals concerning benefits applicable to the Dublin Educators' Association only by a vote of both a majority of the appointees of the Dublin Educators' Association President and a majority of the appointees of the Superintendent. Any proposal of the committee shall be presented to the Superintendent, who shall make a recommendation to the Board to approve or reject same. Any action by the Superintendent in making such a recommendation and by the Board in acting or not acting thereon shall be final in each of those regards and not grievable or otherwise subject to appeal.

## ARTICLE XLI

## SALARY SCHEDULE INDEX

| STEP | BACHELOR'S | 150 SEM HRS | MASTER'S | MASTER'S + 15 | MASTER'S + 30 | MASTER'S + 45 |
|---|---|---|---|---|---|---|
| 0 | 1.000 | 1.050 | 1.100 | 1.150 | 1.200 | 1.250 |
| 1 | 1.052 | 1.102 | 1.152 | 1.202 | 1.252 | 1.302 |
| 2 | 1.104 | 1.154 | 1.204 | 1.254 | 1.304 | 1.354 |
| 3 | 1.156 | 1.206 | 1.256 | 1.306 | 1.356 | 1.406 |
| 4 | 1.208 | 1.258 | 1.308 | 1.358 | 1.408 | 1.458 |
| 5 | 1.260 | 1.310 | 1.360 | 1.410 | 1.460 | 1.510 |
| 6 | 1.312 | 1.362 | 1.412 | 1.462 | 1.512 | 1.562 |
| 7 | 1.364 | 1.414 | 1.464 | 1.514 | 1.564 | 1.614 |
| 8 | 1.416 | 1.466 | 1.516 | 1.566 | 1.616 | 1.666 |
| 9 | 1.468 | 1.518 | 1.568 | 1.618 | 1.668 | 1.718 |
| 10 | 1.520 | 1.570 | 1.672 | 1.722 | 1.772 | 1.822 |
| 11 | 1.572 | 1.622 | 1.724 | 1.774 | 1.824 | 1.874 |
| 12 | 1.624 | 1.674 | 1.776 | 1.826 | 1.876 | 1.926 |
| 13 | 1.676 | 1.726 | 1.828 | 1.878 | 1.928 | 1.978 |
| 14 | 1.728 | 1.778 | 1.880 | 1.930 | 1.980 | 2.030 |
| 15 | 1.780 | 1.830 | 1.932 | 1.982 | 2.032 | 2.082 |
| 16 | | 1.882 | 1.984 | 2.034 | 2.084 | 2.134 |
| 17 | | 1.934 | 2.036 | 2.086 | 2.136 | 2.186 |
| 18 | | 2.002 | 2.140 | 2.190 | 2.240 | 2.290 |

## ARTICLE XLII

## SALARY SCHEDULES

Salaries for members of the bargaining unit shall be as follows:

| | FY 2024 | FY 2025 |
|---|---|---|
| Base Amount | $50,561 | $52,078 |
| % Increase | 3.00% | 3.00% |

In FY 2026, the parties herein agree to a Contract Reopener, specifically limited to negotiation of Article XLII salary schedules. Unless otherwise mutually agreed, the parties will follow the same procedure set forth in Article II to complete the Contract Reopener.

**SALARY SCHEDULE 2023-2024**

FY 2024 c. Effective August 1, 2023
August 2023 Base $50,561

| STEP | BACHELOR'S | 150 SEMESTER HOURS | MASTER'S | MASTER'S +15 | MASTER'S +30 | MASTER'S +45 |
|---|---|---|---|---|---|---|
| 0 | $50,561 | $53,089 | $55,617 | $58,145 | $60,673 | $63,201 |
| 1 | $53,190 | $55,718 | $58,246 | $60,774 | $63,302 | $65,830 |
| 2 | $55,819 | $58,347 | $60,875 | $63,403 | $65,932 | $68,460 |
| 3 | $58,449 | $60,977 | $63,505 | $66,033 | $68,561 | $71,089 |
| 4 | $61,078 | $63,606 | $66,134 | $68,662 | $71,190 | $73,718 |
| 5 | $63,707 | $66,235 | $68,763 | $71,291 | $73,819 | $76,347 |
| 6 | $66,336 | $68,864 | $71,392 | $73,920 | $76,448 | $78,976 |
| 7 | $68,965 | $71,493 | $74,021 | $76,549 | $79,077 | $81,605 |
| 8 | $71,594 | $74,122 | $76,650 | $79,179 | $81,707 | $84,235 |
| 9 | $74,224 | $76,752 | $79,280 | $81,808 | $84,336 | $86,864 |
| 10 | $76,853 | $79,381 | $84,538 | $87,066 | $89,594 | $92,122 |
| 11 | $79,482 | $82,010 | $87,167 | $89,695 | $92,223 | $94,751 |
| 12 | $82,111 | $84,639 | $89,796 | $92,324 | $94,852 | $97,380 |
| 13 | $84,740 | $87,268 | $92,426 | $94,954 | $97,482 | $100,010 |
| 14 | $87,369 | $89,897 | $95,055 | $97,583 | $100,111 | $102,639 |
| 15 | $89,999 | $92,527 | $97,684 | $100,212 | $102,740 | $105,268 |
| 16 | $89,999 | $95,156 | $100,313 | $102,841 | $105,369 | $107,897 |
| 17 | $89,999 | $97,785 | $102,942 | $105,470 | $107,998 | $110,526 |
| 18 | $89,999 | $101,223 | $108,201 | $110,729 | $113,257 | $115,785 |

Doctoral Degree: Additional $1,400 Stipend

Twenty-Five (25), Twenty-Six (26), or Twenty-Seven (27) Years of Credited Teaching Service: Additional $600 Stipend

Twenty-Eight (28) to Thirty-Two (32) Years of Credited Teaching Service: Additional $1,400 Stipend

Thirty-Three (33) or More Years of Credited Teaching Service: Additional $1,800 Stipend

**SALARY SCHEDULE 2024-2025**

FY 2025 c. Effective August 1, 2024
August 2024 Base $52,078

| STEP | BACHELOR'S | 150 SEMESTER HOURS | MASTER'S | MASTER'S +15 | MASTER'S +30 | MASTER'S +45 |
|---|---|---|---|---|---|---|
| 0 | $52,078 | $54,682 | $57,286 | $59,890 | $62,494 | $65,098 |
| 1 | $54,786 | $57,390 | $59,994 | $62,598 | $65,202 | $67,806 |
| 2 | $57,494 | $60,098 | $62,702 | $65,306 | $67,910 | $70,514 |
| 3 | $60,202 | $62,806 | $65,410 | $68,014 | $70,618 | $73,222 |
| 4 | $62,910 | $65,514 | $68,118 | $70,722 | $73,326 | $75,930 |
| 5 | $65,618 | $68,222 | $70,826 | $73,430 | $76,034 | $78,638 |
| 6 | $68,326 | $70,930 | $73,534 | $76,138 | $78,742 | $81,346 |
| 7 | $71,034 | $73,638 | $76,242 | $78,846 | $81,450 | $84,054 |
| 8 | $73,742 | $76,346 | $78,950 | $81,554 | $84,158 | $86,762 |
| 9 | $76,451 | $79,054 | $81,658 | $84,262 | $86,866 | $89,470 |
| 10 | $79,159 | $81,762 | $87,074 | $89,678 | $92,282 | $94,886 |
| 11 | $81,867 | $84,471 | $89,782 | $92,386 | $94,990 | $97,594 |
| 12 | $84,575 | $87,179 | $92,491 | $95,094 | $97,698 | $100,302 |
| 13 | $87,283 | $89,887 | $95,199 | $97,802 | $100,406 | $103,010 |
| 14 | $89,991 | $92,595 | $97,907 | $100,511 | $103,114 | $105,718 |
| 15 | $92,699 | $95,303 | $100,615 | $103,219 | $105,822 | $108,426 |
| 16 | $92,699 | $98,011 | $103,323 | $105,927 | $108,531 | $111,134 |
| 17 | $92,699 | $100,719 | $106,031 | $108,635 | $111,239 | $113,843 |
| 18 | $92,699 | $104,260 | $111,447 | $114,051 | $116,655 | $119,259 |

Doctoral Degree: Additional $1,400 Stipend

Twenty-Five (25), Twenty-Six (26), or Twenty-Seven (27) Years of Credited Teaching Service: Additional $600 Stipend

Twenty-Eight (28) to Thirty-Two (32) Years of Credited Teaching Service: Additional $1,400 Stipend

Thirty-Three (33) or More Years of Credited Teaching Service: Additional $1,800 Stipend

42.1. The Board shall pay a yearly stipend of $1,500 to teachers who are National Board Certified Teachers. To receive payment in accordance with this provision for any school year, a teacher must have filed an application, and a copy of his/her teaching certificate or license issued by the National Board for Professional Teaching Standards, in the office of the Treasurer no later than September 15. Stipends due hereunder shall be paid by October 15 immediately following the aforementioned date of September 15.

A. The following are also eligible for the yearly stipend of $1,500:

i. Speech-language pathologists with certification from American Speech Language, and Hearing Association (ASHA);

ii. Occupational Therapists with certification from the National Board for Certification in Occupational Therapy (NBCOT);

iii. Physical Therapists with certification from the Federation of State Boards of Physical Therapy (FSBPT);

iv. School Psychologists with certification from the National Association of School Psychologists (NASP);

v. School Nurses with certification from the National Board for Certification of School Nurses (NBCSN); and,

vi. Behavior Analysts with certification from the Behavior Analyst Certification Board (BACB).

B. Orton Gillingham Certification stipend

i. The board shall pay a yearly stipend of $500 to teachers who are Orton Gillingham Accredited Associate Teachers.

ii. The Board shall pay a yearly stipend of $750 to teachers who are Orton Gillingham Accredited Certified Teachers.

iii. The Board shall pay a yearly stipend of $1,500 to teachers who are Orton Gillingham Accredited Fellow Teachers.

42.2. In January, the Board shall provide the following stipends to each full-time bargaining unit member: Five hundred dollars ($500).

In January, the Board shall provide the following stipends to each part-time bargaining unit member: Two hundred and fifty dollars ($250).

42.3. Salary Schedule Regulations

A. All professional staff members will be placed on the adopted salary schedules and paid according to their training and experience as set forth below.

B. The following is a description of the classes included on the salary schedule, provided that, upon employment, credit not used for a degree resulting in placement in Class I or Class III may be applied for placement in another class only if the coursework involved is determined by the Director of Elementary Education and the Director of Secondary Education to assist the professional staff member in the development of his/her teacher growth, improvement of his/her teaching, or for an education license/endorsement. The member shall obtain a statement from the accredited college or university indicating that the hours were not used to obtain a Master's Degree.

Class I – Bachelor's
Members with a Bachelor's Degree from an accredited college or university.

Class II – 150 Semester Hours
Members with 150 semester hours of credit, and a Bachelor's Degree, from an accredited college or university.

Class III – Master's
Members with a Master's Degree from an accredited college or university. Class

IV – Master's + 15
Members with a Master's Degree from an accredited college or university and 15 additional semester hours of graduate credit.

Class V – Master's + 30
Members with a Master's Degree from an accredited college or university and 30 semester hours of graduate credit.

Class VI – Master's + 45
Members with a Master's Degree from an accredited college or university and 45 additional semester hours of graduate credit.

Doctoral Degree
Members with a Ph.D. or a D.Ed. from an accredited college or university.

C. In seeking to move to Class II, IV, V, or VI above:

i. The courses for the hours entailed may be selected by the professional staff member only with the written pre-approval of the Director of Elementary Education and the Director of Secondary Education. The description of the course or courses must be submitted in writing per the

Salary Advancement Course Pre-Approval Request Form.

ii. As indicated in such form, the hours shall be approved only if the scope and content of the coursework will assist the professional staff member in the development of his/her teacher growth, improvement of his/her teaching, or in obtaining a new license or endorsement.

42.4. Teaching Experience Granted at Time of Employment

A. A professional staff member shall be paid at least the salary set forth in Section 3317.13 of the Ohio Revised Code or its applicable successors. That is, up to and including ten (10) years of teaching experience on the State minimum salary schedule set forth in said statutory provision or its applicable successor shall be granted. Such experience shall be a combination of (a) Ohio teaching experience in public schools or chartered, non-public schools, institutions, or special education programs that become chartered subsequent to the staff members teaching therein, operated by the State, a subdivision, or other local government unit and (b) active military duty, provided that such military duty shall be counted for as equivalent active teaching experience to a maximum of five (5) years.

B. In addition to following Section (a) above as applicable to the State minimum salary schedule set forth in Section 3317.13 of the Ohio Revised Code or its applicable successors, the Board shall grant up to a total of five (5) years of authorized outside experience and may grant up to ten (10) years of authorized outside experience as set forth below to be transferred into the system outlined below:

i. Public elementary and secondary teaching in other chartered school districts in any state.

ii. Active military experience, provided that such military service must be eight (8) continuous months of service to be recognized as a year of authorized experience.

iii. Teaching experience in an overseas dependent school operated by one of the U.S. Armed Forces or the U.S. State Department and an elementary or secondary school operated by the State agency, approved by the State Board of Education, may be counted as authorized experience.

iv. Effective September 1, 1976, credit may be given for teaching experience in a chartered non-public school in Ohio under a valid teaching certificate, in accordance with Sections 3319.22 and 3319.14 of the Revised Code.

## ARTICLE XLIII

## CONTINUITY OF OPERATIONS

The Association and the Board recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year. The Association and the Board further recognize the desirability of avoiding disputes which would threaten such operation. Accordingly, the Board agrees to honor the terms of this Agreement, and the Association agrees that it will not, during the period of this agreement, engage in or assist in any way a work stoppage, strike, slowdown, or other concerted refusal to perform contracted services.

## ARTICLE XLIV

## COLLABORATIVE DECISION MAKING

The Association and the Board are committed to collaborative decision making as a joint planning and problem solving process to accomplish the District's educational objectives. This commitment proceeds from the determinations that effective planning and decision making at the building and district-wide level occurs when all human resources are actively involved. This commitment to collaboration has been and will continue to be reflected by the district and building level ad hoc committees, joint Association/Board committees, and the special task forces, which are formulated from time to time to address specific issues.

## ARTICLE XLV

## PROFESSIONAL DEVELOPMENT PROGRAMS

45.1. Purpose

A. The Dublin Board of Education ("Board") and the Dublin Educators' Association ("DEA") have developed a Professional Development Program that addresses licensure/certification requirements, entry year/mentorship experiences, and encourages continuing professional development through a collegial support system.

B. The Professional Development Program's components are the Local Professional Development Committee, the Entry Year Program, and the Professional Development Time Program.

45.2. Local Professional Development Committee

There will be a Local Professional Development Committee (LPDC) consisting of six (6) members who are certificated/licensed employees of the Board, provided that if the LPDC determines that its workload requires additional membership, it shall so declare,

and two (2) more members shall henceforth be added. Half of the members, at least one (1) of whom shall be a principal, shall be appointed by the Superintendent, and half of the members, all of whom shall be non-administrative, certificated/licensed personnel, shall be appointed by the President of the Association. The terms of all of such members of the LPDC shall be three (3) years and shall be staggered. The Association President and the Superintendent shall have the final authority to appoint and replace their respective members. Vacancies shall be filled in the manner of original appointment; should a vacancy exist before a member's term expires, the appointment made to fill that vacancy shall be for the remainder of that term.

A. Duties and Powers of the LPDC

The LPDC will be responsible for reviewing and approving professional development plans, and for course work, continuing education units, or other equivalent activities, for recertification and licensure as specified in Ohio law governing such committees. One appointee of the Superintendent shall be a nonvoting member with respect to the approval of professional development plans, and for course work, continuing education units, or other equivalent activities, for members of the bargaining unit, and one appointee of the President of the Association shall be a nonvoting member with respect to the approval of professional development plans, and for course work, continuing education units, or other equivalent activities, for non-members of the bargaining unit. The LPDC shall have no authority to make any decision or establish any by-law contrary to any provision of this Agreement, Board Policy as of June 1, 1998, or any law or regulation governing the operation of public school districts, nor shall the LPDC have any authority to make any decision requiring the expenditure of Board funds without express prior approval of the Board.

B. Meetings and Records of the LPDC

The LPDC shall meet at times set forth in by-laws that it shall adopt as set forth in paragraph c below.

C. By-Laws of the LPDC

Following a process of collaborative deliberation, the LPDC shall adopt by a majority vote of all of its members by-laws governing its operations. Such by-laws shall provide that a quorum for meetings of the LPDC shall consist of no fewer than two members appointed by the President of the Association and two members appointed by the Superintendent, and they shall also establish the procedure(s) for appeal from a decision of the LPDC.

D. Non-Grievability of Decisions of the LPDC and of Appeals Therefrom

Decisions of the LPDC and determinations on appeals therefrom shall not be subject to the grievance procedure.

E. Pay for Membership on LPDC

Members of the LPDC appointed by the President of the Association shall be paid for service on the LPDC based upon 3 units per year (July 1 through June 30) on the applicable supplemental salary conversion scale under Article XXXI above.

45.3. Mentoring Program

A. General Provisions

Only if required by statute or regulations, there shall be a Resident Educator mentoring program, adopted by the Board and the Association for all teachers new to the district, who have not met the Ohio Department of Education (ODE) requirements for the five (5) year professional license. The Resident Educator mentoring program shall be coordinated at the district level by the Human Resources and Learning and Teaching Departments. It will be the responsibility of the lead mentors to implement the district's mentoring program, with guidance from a committee. Lead mentors will be selected by the Human Resources and Learning and Teaching Departments. Lead mentors will receive a stipend of one thousand seven hundred fifty dollars ($1,750.00) per school year.

There shall also be a First Year Dublin (FYD) mentoring program, adopted by the Board and the Association, for all teachers new to the district, who have met the ODE requirements for the five (5) year professional license. The FYD mentoring program shall be coordinated and implemented at the building level by the principal and/or one of his/her administrators.

The purpose of the mentoring program is to provide positive formal support, and promote professional growth for teachers new to the district.

B. Resident Educator/FYD Committee Structure

i. The Resident Educator/FYD mentoring program committee ("Committee") shall consist of ten (10) members, five (5) appointed by the Superintendent and five (5) appointed by the Association President. The Committee shall elect a teacher and administrative Co-Chairpersons. Members of the Committee shall receive a stipend of five hundred dollars ($500.00) per school year.

ii. A quorum of the Committee shall consist of not less than four (4) members appointed by the Superintendent and four (4) members appointed by the Association President.

iii. The Committee shall determine when and where it shall meet, and the number of meetings necessary to fulfill its purpose. The Committee shall

meet each school year to organize the Resident Educator/FYD mentoring program and to assess the progress and the performance of the Resident Educator/FYD mentoring program.

iv. The Committee shall operate in accordance with the Teacher Education and Licensure Standards of the State, Ohio Department of Education guidelines and all other applicable laws.

v. The Committee shall determine the training (a) for Committee members necessary to establish and maintain an effective Resident Educator/FYD mentoring program and (b) for all mentors, in accordance with the rules outlined by the ODE, including components of Pathwise or an equivalent observation system, and contingent upon the approval of the Superintendent, shall provide necessary release time for such training during the contractual year, and pay for any cost involved in such training.

vi. The principal must recommend the selection of a bargaining unit member to serve as a mentor, provided that it is agreed that included in the criteria for being a mentor shall be a requirement that a bargaining unit member has taught for a minimum of three (3) full school years. The building principal, in consultation with the Chairperson(s) of the Committee, if needed, shall select and assign mentor(s) for their respective buildings, with due consideration being given to teachers who volunteer to be a mentor.

C. Compensation and Release Time

i. Teachers in the Resident Educator mentoring program shall be provided coordinated release time with his/her mentor. This release time shall be used for consultation with the mentor teacher and/or for required Resident Educator assessments and paperwork. This release time shall be for one (1) day per year which can be taken as one (1) full day or two (2) half days.

ii. Each mentor for staff members in the Resident Educator mentoring program shall receive an annual stipend as follows:

- $700 for mentors who provide one-on-one mentoring for 1st year Resident Educators; and

- $250 per mentee for mentors who mentor a cohort of Resident Educators who are in year 2, year 3, year 4 resubmissions, or RESA Facilitator of the Resident Educator Program.

Mentors for staff members in FYD mentoring program shall receive a stipend of two hundred fifty dollars ($250.00) per school year. A mentor

may resign in the case of an identified personal emergency that would require the mentor's withdrawal from the program, or in the event of a mentor/Resident Educator/FYD relationship that has been deemed, by the building principal, in consultation with the Chairperson(s) of the Committee, as unworkable. The principal may also replace the mentor for other good reasons, in consultation with the Chairperson(s) of the Committee. If this occurs, the mentor will be paid a prorated amount of the stipend for that school year.

iii. Mentors for 1st year Resident Educators will only be assigned to one (1) Resident Educator/FYD per school year unless this provision is waived by the Chairperson(s) of the Committee. Mentors for 2nd, 3rd, and 4th year Resident Educators shall mentor a cohort of mentees.

iv. All interactions between the Resident Educator/FYD and mentor shall be confidential. However, either the mentor or Resident Educator/FYD should call serious issues to the attention of their building principal and Chairperson(s) of the Committee.

D. Contractual Evaluation

i. The Resident Educator/FYD mentoring program shall not replace the district's evaluation process. Evaluation of all new teachers to the district shall be conducted in accordance with the district's evaluation procedure. No adverse employment action shall occur solely as a result of the new teacher failing to successfully complete the Resident Educator/FYD mentoring program, unless otherwise outlined in the Licensure Standards of the State, ODE guidelines, or in any applicable laws.

ii. Mentors shall not participate in any formal or informal evaluations of teachers in the Resident Educator/FYD mentoring program, nor shall they make any recommendation regarding the employment of a Resident Educator/FYD.

45.4. Professional Development Time

A. Purpose

The Dublin City Schools believes that professional development is essential for the growth and success of its staff and students. Two types of professional development are recognized to insure the growth and success of all certificated/licensed staff:

i. Individual Professional Development:

Teachers will determine how to improve their own professional

knowledge, expertise, and growth. These efforts should relate to goals specified in the teachers' Individual Professional Development Plans (IPDP), which is used for certification and licensure renewal/upgrade.

ii. District/Building Professional Development:

This is comprised of professional development offerings that address common needs and priorities that are related to the school improvement planning process and the district's strategic plan.

B. Guidelines for Professional Development Time (PDT)

i. Professional Development District Team

(a) A District Professional Development Team will be convened by the parties to evaluate, review, and revise the district's professional development programs.

(b) The DEA President shall appoint no more than six (6) members and the Superintendent shall appoint no more than six (6) administrators to the team, and schedule the initial meeting. The teacher members of the team shall be provided release time to participate on this team.

(c) The district team shall make recommendations concerning the dates/times and content for the school year professional development program to the Superintendent/designee.

## ARTICLE XLVI

## FAIR SHARE FEE

46.1. In addition to any payroll deduction set forth in Article XXXV above, each bargaining unit member who is not a member of the Association by October 1 or by the sixtieth (60th) calendar day after his/her initial employment with the Board, whichever is later, shall pay a fair share fee by payroll deduction. The amount of the fair share fee shall be deducted by the Board Treasurer without written authorization and shall be remitted to the Association's Treasurer on the same basis as authorized dues deductions. The fee shall represent that portion of Association dues expended for purposes germane to the Association's work in the realm of collective bargaining to the extent permitted by law and shall not exceed one hundred percent (100%) of the unified dues of the Association.

46.2. Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year for the purpose of determining amounts to be deducted from payroll. The Board Treasurer shall issue a

check to the Association's Treasurer each month with a list of those persons for which the deductions were made and the amount deducted for each staff member.

46.3. The payroll deductions shall be in eight (8) equal installments. If there are not eight (8) payroll deductions remaining in the year, the unpaid balance shall be deducted in equal installments. A fair share fee may also be paid in cash to the Association in full between January 15th and January 30th of each year.

46.4. Payroll deduction of such fair share fees shall begin on the February 15th payday, except that no fee deductions shall be made for bargaining unit members employed after February 15th.

46.5. If a staff member's employment ends, or if s/he goes on an unpaid status, before all required deductions have been made, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the Association's sole responsibility.

46.6. Full-time bargaining unit members employed after the first semester of each school year who are members of the Association and its affiliates or non-members subject to the fair share fee under this Article shall pay no more than fifty percent (50%) of the regular Association membership dues.

46.7. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

46.8. The Association shall notify each non-member of the fair share fee prior to December 15th of each year. Upon timely demand, non-members may apply to the Association for an advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining.

46.9. No member of the bargaining unit is required by this Article to become a member of the Association. An employee who, because of a bona fide religious belief, objects to paying the fair share fee may file notice with the Association, at the OEA Headquarters Office, challenging the deduction of the fair share fee on the basis of Title VII of the federal Civil Rights Act of 1964 and any other applicable legal standards. The Association shall process the notice in accordance with its internal procedures. Any accommodation made by the Association to the employee shall comply with Title VII of the federal Civil Rights Act of 1964 and any other applicable legal standards.

46.10. The Association agrees to defend and indemnify the Board for any cost, demands, claims,

suits or liability incurred as a result of the implementation and enforcement of this provision provided that:

A. The Board shall give written notice within ten (10) workdays of any claim made or action filed against the employer by a non-member for which defense and indemnification may be claimed;

B. The Association shall reserve the right to designate counsel to represent and defend the employer;

C. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

## ARTICLE XLVII

## FITNESS FOR DUTY

When the Superintendent reasonably questions a professional staff member's ability to perform any essential work function, with or without a reasonable accommodation that does not impose an undue hardship, and without presenting a direct threat to the health or safety of the professional staff member or others, or when other cause lawfully exists, the Superintendent may require the professional staff member, at the Board's expense, to undergo a medical examination that is job related and consistent with business necessity to determine fitness for duty and/or the need for any such accommodation. The results of any such examination shall be furnished to the Superintendent, treated by him/her as medical records, and accorded appropriate confidentiality as such.

## ARTICLE XLVIII

## MISCELLANEOUS

48.1. Class Coverage

If time permits, a reasonable effort shall be made to obtain a non-bargaining unit member to substitute for an absent staff member before directing another staff member to cover the absent staff member's class. If time does not permit or such effort is unsuccessful and an administrator directs a staff member to cover another member's class, the staff

member so directed shall be paid for such coverage. At the High School and Middle School levels, payment shall be at the rate of twenty-five dollars ($25.00) per hour or fraction thereof; at the Elementary School level, payment shall be at the rate of twenty-five dollars ($25.00) per hour prorated to the percentage of students in attendance in a class of an absent staff member for which coverage is provided.

In directing another staff member to cover a class for an absent staff member, the administrator shall first utilize the volunteer list prior to directing a staff member who has not volunteered for class coverage to cover the class; provided that, when the administrator determines in good faith that there is not adequate time to utilize the volunteer list, the administrator may direct any staff member to cover the class.

48.2. Issuance of Athletic Supplemental Contracts

Any athletic supplemental contract that was held by a current employee the next-previous school year and that the Board chooses to issue for the next-following school year to that employee shall be issued no later than the following dates:

| | |
|---|---|
| Fall Sports: | By the first regular Board meeting in July |
| Winter Sports: | By the first regular Board meeting in October |
| Spring Sports: | By the first regular Board meeting in January |
| Summer Sports: | By the first regular Board meeting in April |

The parties agree that the four (4) dates just stated are directory rather than mandatory in nature.

48.3. Teacher Professional Organization (TPO) Supplemental Contracts

Upon written request by the Association President, a supplemental contract (s) shall be issued to an employee(s) for performing work for the Dublin Educators' Association and/or an affiliate of the Association, upon written notification by the Association President to the District. The request shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed and the amount to be paid for the work. The Association shall reimburse the Board for the amount of the supplemental contract and the retirement contributions paid on behalf of the employee(s) at the time that such payment is made.

To comply with STRS rules the employer and employee contributions must be made on compensation from the member's teaching 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.

48.4. Development of Copyright Materials, Media and Online Projects

Any staff member who produces educational materials, media or online projects (for classroom, educational, or professional purposes), whether by his/her own initiative or at

the request of the administration, and who does not in any way use the District's time, services, materials, software, or hardware, shall maintain full rights for the copyright, and to any further royalties or profits resulting from said publication or products. Furthermore, said materials shall be considered the property of the creator, and the District may not use, reproduce, edit, modify, publish or license said materials without a negotiated agreement with its owner.

48.5. Employment of Previously Retired Professional Staff Members

Notwithstanding anything otherwise to the contrary in this Agreement:

A. For purposes of salary schedule placement upon initial employment, a professional staff member who has previously been employed by this or another District and taken service retirement under an applicable state retirement system (known hereunder as a previously retired teacher or "PRT") shall be granted a maximum of five (5) years' service credit, at the discretion of the Board, on the Board's salary schedule, provided that , subject to such maximum, a PRT shall be granted credit for all years of teaching and military experience as defined under Section 3317.13 of the Ohio Revised Code. A PRT may advance up to but not more than five (5) additional steps on the salary schedule beyond his/her initial placement.

B. Participation in the Board's Mentoring Program shall be at the discretion of the Board.

C. PRTs shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without requirement for any performance evaluation and without any notice of non-renewal.

D. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.

E. For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall.

F. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.

G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance or sick leave buyout pay upon separation from employment.

H. PRTs shall not be eligible to participate in the Board's insurance program offered to professional staff members under Section 43.1 above unless they are ineligible to participate in the applicable retirement system insurance program for health insurance. If PRTs are ineligible for the applicable retirement system insurance program for health insurance, they then may participate in the Board's insurance

program offered to professional staff members under Section 43.1 above, but only at their own expense.

I. Prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired.

J. PRTs shall be entitled to all other benefits available to bargaining unit members under this Agreement that are not otherwise limited expressly or impliedly by the provisions of this section.

K. The parties intend for the provisions of this section to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. This shall include, but not be limited to, Ohio Revised Code sections 124.39(B), 3319.11, 3319.111, and 3319.17.

48.6. Maintaining Certification/Licensure

Beginning August 1, 2005, any and all new hires to the bargaining unit shall maintain certification/licensure in each area in which they possessed same as of the time of their initially being employed by the Board for a period of ten (10) years after such initial employment or, if longer, after they last taught for the Board in such area, provided such certification/licensure is still available through the Ohio Department of Education. Such described teachers who do not maintain, throughout the just-mentioned ten (10) year period, certification/licensure in each area in which they possessed same as of the time of their initially being employed by the Board shall be subject to suspension of contract as if reduced in force pursuant to sections 20.1 et seq. above and shall not be subject to recall from the recall list set forth in section 20.3 above for assignment until the start of the school year after they have obtained the renewed/regained certification/licensure.

48.7. Highly Qualified Teacher

The Board and the Association recognize that federal and state law requires certain teachers to be "highly qualified" (HQ) as defined by law and the Ohio Department of Education. The law also requires the Board to develop a plan ensuring that these certain teachers will become HQ. The parties agree that teachers shall be given at least one (1) year from the time they are notified, or otherwise in good faith should have become aware, that they are not HQ to take the necessary steps to become HQ as required by law. To comply with such statutes, requirements, and agreement, the parties agree to the following:

A. The Association and the Administration shall inform the bargaining unit members that it is their individual responsibility to make sure they are highly qualified according to law. Also, that each member shall update his/her Individual Professional Development Plan to reflect his/her efforts to become highly qualified.

B. The Administration will make reasonable efforts to make unit members aware of current and new definitions, interpretations, and standards of the law that may affect their standing as a Highly Qualified Teacher (HQT).

C. The Administration shall provide professional development opportunities for teachers to become "highly qualified", which shall include, but not be limited to:

i. priority placement for fee waivers and tuition reimbursement.

D. Should the teacher choose the option of taking the Praxis II / Ohio Assessments for Educators (OAE) subject area test(s) to become highly qualified, the district shall cover the cost of the test(s) only once.

E. In addition, the Administration may assist the teacher in becoming a Highly Qualified Teacher in the following ways:

i. A voluntary or involuntary transfer into an open position which would provide a Highly Qualified Teacher designation.

F. While there are currently no consequences, at the state or federal level, for failure to obtain Highly Qualified status, the parties agree that should the state and/or federal governments dictate to the Board that the Board will lose federal and/or state funding if certain identified unit members continue to teach without having Highly Qualified status, or if the state and/or federal government otherwise does not permit the professional-staff member to continue in his/her assignment without financial consequence to the district that is more than nominal or to its Treasurer (i.e., a risk of finding for recovery), the following shall occur:

i. The Association and the Administration shall meet to review the directives and penalties provided to the District, by the federal and/or state governments, concerning identified teachers who are not Highly Qualified, and review what options, such as seeking waivers, if such options exist.

ii. Absent any waivers that are available or other options, as determined by the administration the teachers so identified as not Highly Qualified shall be subject to the suspension of their contracts as if reduced in force pursuant to section 20.1 et seq above, and shall not be subject to recall from the recall list set forth in Section 20.3 above for assignment to teach in a subject area except for which they are certificate/licensed and "highly qualified" to teach. Each teacher shall be responsible to provide documentation to the Administration of being "highly qualified" as defined by state and/or federal law.

48.8. Payment for Record Checks

To assist in comporting with the provisions of Ohio Revised Code Section 3319.291 as

now in effect or hereafter amended, the Board will bear the cost of one (1) BCII and FBI record check every five (5) years for each professional staff member who is in the bargaining unit at the time that the record check is requested pursuant to such section, provided that, notwithstanding anything to the contrary in the foregoing, no such payment by the Board shall be required for any record check requested prior to the later of September 6, 2008 or the day after any such other date that the Ohio State Board of Education shall prescribe as the initial date under Ohio Revised Code Section 3319.291(A)(4).

## ARTICLE XLIX

## COPIES OF AGREEMENT

The Board shall provide each professional staff member and each newly employed certificated/licensed employee a copy of this agreement. The Board shall also provide the Association with fifty (50) copies of the Agreement. The cost of providing these copies shall be borne by the Board.

## ARTICLE L

## JOB SHARING

50.1 Introductory Statement

Voluntary job sharing is dependent upon the understanding that student needs and scheduling take precedence and preference over individual bargaining unit members' preferences. This concept is predicated on consensus, conciliation, and cooperation. All job sharing positions shall be reviewed annually by the superintendent and will not be renewed automatically. All decisions by the superintendent or building principal regarding the recommendation or approval of proposed job sharing arrangements shall be final and not subject to the grievance procedure (Article III) of this Negotiated Agreement.

50.2 Definition and Related Information

A. Job sharing shall be defined as the sharing of duties and responsibilities of one (1) full time equivalent (fte) position by two (2) employees.

B. Each job sharing employee shall have a contractual work week with hours of Monday through Friday or one job sharing employee shall have a contractual work week with hours of Monday through Tuesday and on half of Wednesday and the other job sharing employee shall have a contractual work week with hours of the other half of Wednesday and Thursday through Friday, provided that no job sharing employee shall be granted a year's salary schedule credit by the Board

under Article XLIV of this Negotiated Agreement except as s/he is entitled, based solely upon service in the District, to a year's service credit from the State Teachers Retirement System. Instructional planning time, job responsibilities, duties, and committee work shall be shared equitably as determined by consensus among the two (2) bargaining unit members and the building principal.

C. For professional development time purposes, each job sharing employee shall fulfill, at no additional cost to the district, all responsibilities as if a full-time employee.

D. Both employees shall attend any scheduled parent-teacher conferences involving shared students.

E. In the event that one of the job sharing employees resigns, ceases active employment with the district, or if a part of a job share position becomes vacant for any reason, the superintendent at his/her discretion, shall either (1) return the other teacher to full- time status for the remainder of that school year or (2) fill the vacant part-time position for the remainder of that school year.

F. Job sharing bargaining unit members will be placed on a prorated approved leave of absence for the time they are not actively employed. All provisions of the Reduction- In-Force article and part-time employees' article shall apply.

50.3 Compensation

A. Salary compensation for each job sharing employee shall be prorated according to the amount the bargaining unit member would have earned if the employee was full- time.

B. All other benefits, including all insurance(s) shall be prorated for job sharing employees.

C. If one of the job sharing employees is absent from work, the other bargaining unit member may assume the full-time duties and be compensated on the regular substitute board approved substitute rate. Should the other job sharing employee be absent in excess of fifty-nine (59) days, they will be compensated per the employee's regular salary. A job sharing employee shall not be employed by the board as a substitute for other teaching positions within the District and shall agree that he/she will not hold substitute employment in other districts while employed as a job sharing teacher.

50.4 Notification of Intent

A. Bargaining unit members who have been in the employ of the district for three (3) consecutive years who wish to be considered for a job sharing position for the following school year shall submit a Letter of Intent to the Superintendent by

March 1st.

B. Job sharing bargaining unit members who wish to return to full-time positions shall follow the voluntary transfer provisions of this agreement.

C. An initial job sharing arrangement shall have a maximum duration of one (1) school year and in order for a particular job sharing arrangement to continue or be renewed for an additional year, there must be mutual agreement among the Superintendent, building principal, and the participating teachers. An agreement to continue a job sharing for more than one (1) year shall not establish a past practice nor establish a precedent entitling the participating teachers to continue the job sharing an additional year in the absence of the mutual agreement of the Superintendent and the building principal.

## ARTICLE LI

## INDIVIDUALS WITH DISABILITIES EDUCATION IMPROVEMENT ACT (IDEIA)

51.1 The District is to adopt and implement written procedures, approved by the Ohio Department of Education, Office of Exceptional Children, ensuring that a free appropriate public education (FAPE) is made available to all children with disabilities, three (3) through twenty-one (21) years of age.

Through the IEP process, each student's needs shall be met to enable the child to be involved in and progress in the general curriculum, to participate in appropriate activities, and to make progress toward their IEP annual goals.

51.2 The Board will allow each Intervention Specialist and related service provider the equivalent of two (2) days each year (to be taken in not less than one-half (1/2) day increments) to be relieved of regular duties for the purpose of constructing IEPs. The Board will provide a substitute for the Intervention Specialist who will report to his/her school for these days.

51.3 The Superintendent/designee and DEA President shall establish and appoint an equal number of persons to a joint committee to address concerns related to caseload, workload, class composition and Medicaid documentation.

A. The committee will meet as needed, up to three (3) times a year on dates jointly determined by the committee.

B. The responsibilities of the committee shall be to address concerns and create best practices regarding caseload, workload, class composition, and Medicaid documentation.

## ARTICLE LII

## EVERY STUDENT SUCCEEDS ACT ("ESSA")

52.1 The parties agree to interim bargaining at the request of either the Board or the Association to bargain the effects of any changes relating to wages, hours, or other terms and conditions of employment required by the Every Student Succeeds Act "ESSA" amending the Elementary and Secondary Education Act (ESEA) and related state law. It is understood by the parties that the legislation may require the Board, in the future, to modify its employment and/or personnel practices to conform to the federal mandate and comply with the provisions of the ESSA, its implementing regulations and related state law and regulations. The parties will engage in good faith bargaining for a period not to exceed fifteen (15) days. If the parties reach impasse, they will proceed to mediation through the Federal Mediation and Conciliation Service. In the event agreement is not reached through mediation within fifteen (15) days after impasse, the parties will proceed to final and binding arbitration consistent with the rules of the American Arbitration Association.

52.2 The Association and the Board agree that they will jointly prepare a letter which meets the requirements of the ESSA to notify parents if their child is assigned for instruction or has been taught for four (4) or more consecutive weeks by a teacher who is not "highly qualified."

## ARTICLE LIII

## MASTER TEACHER REVIEW COMMITTEE

53.1 Master Teacher Review Committee (MTRC)

The MTRC shall be established for the purpose of designating teachers in the building/district as a Master Teacher.

A. Purpose – the duties of the MTRC shall be strictly limited to the review and approval of Master Teachers as specified in Ohio law, including but not limited to Ohio Department of Education guidelines.

B. Composition – The MTRC will be comprised of seven (7) members, four (4) teacher members and three (3) administrative members. The four (4) teachers shall be appointed by the DEA President, and the three (3) administrative members shall be appointed by the Superintendent/designee. The DEA shall determine the length of the term of office for its appointees serving on the MTRC, and the Superintendent/designee shall determine the length of the term of office for his/her appointees serving on the MTRC. In the event of an in-term vacancy or removal, the teacher member(s) shall be replaced by the DEA, and the administrative member(s) shall be replaced by the Superintendent/designee. The

MTRC will have the authority to request an increase the size of the committee to help with scoring applications if there are a large number of submissions in any given year; any such additional membership for any particular year shall be in pairs, i.e., one (1) additional Superintendent/designee's appointee for each DEA President's appointee.

C. Meetings – the Committee shall meet once a year to read and score applications. Other meetings will be called on an "as needed basis."

53.2 Operations

A. The MTRC shall be responsible for informing the bargaining unit of the MTRC process and any changes to the process for the district.

B. The designation of Master Teacher will be awarded to applicants who meet the selection criteria for such designation set forth by the Ohio Department of Education ("the selection criteria"). Each application will be initially read and scored by a panel of two (2) MTRC committee members composed of one (1) member appointed by the DEA President and one (1) member appointed by the Superintendent/designee, and if both panel members score an application as meeting the selection criteria, the applicant shall be designated as a Master Teacher. If one (1) member of a panel scores an application as meeting the selection criteria and the other member of the same panel scores that application as not meeting the selection criteria, a third member of the MTRC shall then score that application, and that third member's scoring shall be determinative. The selection of such third members shall be equitably rotated.

C. Candidates will be notified, in writing, of their status within 60 days of turning their portfolio into the committee. Unsuccessful candidates must wait a year before resubmitting. Candidates will be responsible for making arrangements to pick up their materials.

D. Successful candidates will receive a certificate and recognition at a district board meeting.

E. A copy of the narrative portion of each application submitted will be kept by the applicant's name in the offices of the Human Resources Department.

53.3 Employee Protection

A. Under no circumstances is the involvement in the activities of the MTRC to be used for employment decisions by the Board.

B. Nothing in the Master Teacher process shall have an adverse impact on a unit member's performance evaluation.

53.4 The MTRC shall not have the authority to supersede any section of this collective bargaining agreement, except as specified in the Ohio Revised Code and the Ohio Administrative Code.

## ARTICLE LIV

## DURATION OF CONTRACT

It is hereby agreed that this Agreement shall be effective August 1, 2023 and shall continue in full force and effect through July 31, 2026.

## SIGNATURES

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

FOR THE ASSOCIATION:

(Association President)

FOR THE BOARD:

(Board President)

## ATTACHMENT A

# Dublin City School District Teacher Evaluation Guidelines

1. Notification of a pre-observation meeting - The evaluator notifies the teacher of the date the pre observation meeting will take place.

2. Five school day wait period. - The teacher has at least five school days to prepare their evidence and self evaluation for the meeting.

3. Pre Observation Meeting takes place. The teacher should explain and provide evidence why they believe they deserve ratings within each standard of OTES and discuss yearly goals and growth plans.

4. The classroom observation occurs.

5. The evaluator delivers a draft of the observation report to the teacher.

6. Five school day wait period. - The teacher has at least five school days to review the draft observation report and prepare additional evidence to be added or modified in the observation report.

7. Final Observation/Evaluation meeting to discuss the observation, finalize the observation report, discuss goals, etc.

*A teacher may collect and submit evidence at any point during the school year.
*Appendix A is directory rather than mandatory.

## ATTACHMENT B NON-OTES RUBRICS

*See "Non-OTES Rubrics" on HR website*

## ATTACHMENT C

## HEALTH (INCLUDING PRESCRIPTION DRUGS), DENTAL, AND VISION COVERAGE

DUBLIN CITY SCHOOLS
"HEALTH" (INCLUDING PRESCRIPTION DRUGS) SUMMARY OF FRINGE BENEFITS

| Covered Benefits | Network | Non-Network |
|---|---|---|
| **Deductible (Single/Family)[1]** **Effective 1/1/15***)* | $1, 300/$2,600 | $2,600/$5,200 |
| **Co-Insurance** | 10% after deductible | 30% after deductible |
| **Co-Insurance Out-of-Pocket (Single/Family)[2]** **(Effective 1/1/15)** | $1,300/$2,600 | $2,600/$5,200 |
| **Total Out-of-Pocket Maximum including** **Deductible and Co-Insurance (Single/Family)** | $2,600/$5,200 | $5,200/$10,400 |
| **Physician Office Services** Including Office Surgeries, allergy serum and injections Allergy Testing | 90% after deductible | 70% after deductible |
| **Preventative Care** Routine Mammography, Pelvic Exams, Pap test, PSA tests, Immunizations Annual Vision & Hearing Exams | Covered in Full | 70% after deductible |
| **Outpatient Physical Medicine Therapies** (Combined Network & Non-Network limits apply) Physical Therapy : 60 visit limit; Occupational Therapy: 30 visit limit; Chiropractic Therapy (Professional Only): 20 visit limit Speech Therapy : 20 visit limit | 90% after deductible | 70% after deductible |
| **Inpatient Services** Unlimited days except for: 60 days Network/Non-Network combined for physical medicine / rehab | 90% after deductible | 70% after deductible |
| **Outpatient Surgery Hospital** | 90% after deductible | 70% after deductible |
| **Other Outpatient Services Hospital** | 90% after deductible | 70% after deductible |
| **Inpatient and Outpatient Professional Charges** | 90% after deductible | 70% after deductible |
| **Home Care Services (100 visit limit)** | 90% after deductible | 70% after deductible |
| **Hospice Services** | 90% after deductible | 90% after deductible |
| Urgent Care | 90% after deductible | 90% after deductible |
| **Emergency Use of an Emergency Room** | 90% after deductible | 90% after deductible |
| **Non-Emergency Use of an Emergency Room** | 90% after deductible | 70% after deductible |

[1] Maximum family deductible. Family deductible must be met before benefits are provided on a family contract. The single deductible applies to single contracts.

[2] Maximum family coinsurance out-of-pocket. Family coinsurance out-of-pocket must be met before all benefits are paid at 100% on a family contract. The single coinsurance out-of-pocket applies to single contracts.

| | | |
|---|---|---|
| **Ambulance Services** | 90% after deductible | 90% after deductible |
| **Maternity Services** | 90% after deductible | 70% after deductible |
| **Mental Health / Substance Abuse**<br>**Inpatient and**<br>**Outpatient** | Benefits paid are based on corresponding medical benefits | Benefits paid are based on corresponding medical benefits |
| | | |
| **Organ and Tissue Transplants** | 90% after deductible | 70% after deductible |
| **Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices** | 90% after deductible | 70% after deductible |
| **Prescription Drug Retail (30 day supply)**<br>**Prescription Drug Mail Order** (90 day supply) | 90% after deductible<br>90% after deductible | 90% after deductible<br>N/A |
| **Dependent Age Limitation** | Age 26 – Removal upon end of month | |

*Notes:*

* *This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits & exclusions are contained in the Group Contract, Certificate and Benefit Book, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.*

* *Deductible expenses incurred for service by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-deductible out-of-pocket limits.*

## Routine and Wellness Services

**Child Health Supervision Services**
Coverage for child health supervision services will be provided for Covered Persons under the age of nine.

Child health supervision services include a review performed in accordance with the recommendations of the American Academy of Pediatrics. This review includes a history, complete physical examination, routine newborn hearing screening (only from birth to age one) and developmental assessment. Vision tests, hearing tests and the developmental assessment must be included as part of the physical examination in order to be provided as part of this benefit. This review also includes anticipatory guidance, laboratory tests and appropriate immunizations.

**Immunizations**
Immunizations are covered.

**Routine Endoscopic Procedures**
(meaning colonoscopy, sigmoidoscopy, anoscopy and proctosigmoidoscopy) are Covered Services. However, if a diagnosis of a medical Condition is made during a routine screening, (e.g., removal of a polyp), the screening is no longer considered routine and may be payable as a Medically Necessary, diagnostic procedure under the Surgical Services benefits. A Deductible, Copayment and/or Coinsurance may apply.

**Routine Gynecological Services**
The following routine services are covered:
- mammogram services; and
- PAP tests.

**Routine Hearing Examinations**
Routine hearing examinations are covered.

**Routine Physical Examinations**
Routine physical examinations are covered.

**Routine Testing**
The following tests are covered:
- Laboratory, x-ray and medical testing services.

**Routine Vision Examinations**
Routine vision examinations are covered.

**DUBLIN CITY SCHOOLS**

**"DENTAL" SUMMARY OF FRINGE BENEFITS**

## DENTAL COVERAGE

Dental benefits are provided through a passive PPO program that allows freedom of choice with regard to provider. This program is administered with reasonable and customary limits and benefits are structured as follows:

| | |
|---|---|
| Deductible<br>(does not apply to Diagnostic &<br>Preventive or Orthodontic Services) | $25 per person/$75 per family |
| I. Diagnostic and Preventive Services | 100% Reasonable and Customary* |
| II. Basic Services | 85% Reasonable and Customary* |
| III. Major Services | 60% Reasonable and Customary* |
| IV. Orthodontic Services | 60% Reasonable and Customary* |
| | * When you receive services from a non-participating dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for the difference. |
| **Payment Maximums** | |
| Benefit Period Maximum<br>(calendar year) | $1,500 for all Covered Services; except Orthodontia |
| Lifetime Maximum | $1,000 for Orthodontia per person total per life |
| Dependent Age Limitation | End of the calendar year of age 19 or to the end of the calendar year allowed as a federal tax exemption (currently age 23) |
| Pre-Existing Period | None |

**DUBLIN CITY SCHOOLS**

**"VISION"**
**SUMMARY OF FRINGE BENEFITS**

## VISION COVERAGE

Vision coverage is provided through a network-based program of participating doctors. The program does allow benefits to be paid if the subscriber seeks care outside the network; however, the benefits are paid at a lower level. Benefits are structured as follows:

| | MEMBER PROVIDER BENEFIT | NON-MEMBER PROVIDER BENEFIT |
|---|---|---|
| Vision Examination | $10 copayment; Balance covered in Full | Up to $35.00 |
| Lenses (Once every calendar year) | | |
| Single Vision | $0 Copayment | Up to $25.00 |
| Bifocal (Lined) | $0 Copayment | Up to $40.00 |
| Trifocal (Lined) | $0 Copayment | Up to $55.00 |
| Standard Progressive Lenses | $50 Copayment | Up to $55.00 |
| Premium Progressive Lenses | $80-90 Copayment | Up to $55.00 |
| Custom Progressive Lenses | $120-160 Copayment | Up to $55.00 |
| Tints/Photochromic Lenses | $0 Copayment | $5.00 |
| Frames (Once every calendar year) | $0 Copayment Up to $130.00 Plan Allowance | Up to $45.000 |
| Medically Necessary Contact Lenses (Once every calendar year) | | |
| Fitting and Evaluation | Up to $60.00 Copayment | |
| Materials | Up to $130.00 Allowance | |

* Additional and extra savings and discounts provided by VSP doctors.