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MASTER AGREEMENT

BETWEEN THE

PIKE-DELTA-YORK BOARD OF EDUCATION

AND THE

PIKE-DELTA-YORK EDUCATION ASSOCIATION

SEPTEMBER 1, 2024 – AUGUST 31, 2027

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 1
A. RECOGNITION 1
ARTICLE II – NEGOTIATING PROCEDURES 1
A. SCOPE OF NEGOTIATIONS 1
B. PROCEDURES FOR NEGOTIATIONS 1
ARTICLE III - AGREEMENT OF MEMORANDUM 2
ARTICLE IV – PROVISIONS CONTRARY TO LAW 2
ARTICLE V – WORK STOPPAGE 2
ARTICLE VI – GRIEVANCE PROCEDURE 2
A. DEFINITIONS AND PROCEDURES 2
B. PURPOSE 3
C. LEVEL ONE 3
D. LEVEL TWO 4
E. LEVEL THREE - A - OPTIONAL 4
F. LEVEL FOUR 5
G. MISCELLANEOUS 5
ARTICLE VII – EVALUATION 6
A. NON-INSTRUCTIONAL TEACHER EVALUATIONS - FREQUENCY AND PROCEDURE 6
B. OTES/OSCES EVALUATIONS 7
C. OHIO REVISED CODE 7
D. FAIR DISMISSAL PROCEDURE 7
E. EVALUATION OF EXTRA DUTY ASSIGNMENTS 8
ARTICLE VIII – ECONOMIC ISSUES 8
A. SALARY INDEX 8
B. SALARY CALCULATIONS/SERVICE CREDIT 9
E. EXTRA DUTY PAY 16
F. SALARY CALCULATION 23
G. NUMBER OF PAYS PER YEAR 23
H. LIFE INSURANCE 23
J. SEVERANCE PAY AT RETIREMENT 25
K. PROFESSIONAL GROWTH AND EDUCATIONAL REIMBURSEMENT 25
L. PAYROLL DEDUCTIONS 27
M. REIMBURSEMENT TO THE BOARD 27
N. BUDGET CONSULTATION 27
O. MILEAGE 27
P. STRS PICK-UP 28
Q. ATHLETIC PASS 28
ARTICLE IX – PROCEDURES 28
A. BOARD POLICY 28
B. WORK DAYS TO MEET STATUTORY REQUIREMENTS 28

C. SCHOOL DELAY OR CLOSING 28
D. SCHOOL YEAR CALENDAR 29
E. LENGTH OF DAY 29
F. PLANNING PERIOD 29
G. CHECK OUT DAYS WITH PRINCIPALS 30

ARTICLE X – PERSONNEL POLICIES 30
A. TEACHING VACANCIES AND ADDITIONAL DUTY ASSIGNMENTS 30
B. STAFFING STANDARDS 31
C. TEACHER'S CONTRACTS 32
D. NOTIFICATION OF TEACHING ASSIGNMENT 32
E. ASSIGNMENT OF COACHES 32
F. CLASS SIZE 33
G. RECEIPT OF MATERIALS BY TEACHERS PRIOR TO THE OPENING OF SCHOOL 33
H. ELEMENTARY COUNSELOR 33
I. STANDARDS FOR PHYSICAL EDUCATION 33
J. STUDENT TEACHERS 34
K. EVALUATION OF PROGRAMS AND SERVICES 34
L. GRADE PLACEMENT 34
M. STAFF ASSISTANCE IN CURRICULUM DEVELOPMENT 34
N. COMPLAINTS AGAINST TEACHERS 34
O. FACULTY DRESS AND APPEARANCE 35
P. PERSONNEL RECORDS 35
Q. PARENT-TEACHER CONFERENCES 35
R. VIDEO TAPE 35
S. REDUCTION IN PERSONNEL 36
T. MENTOR PROGRAM 37
U. RESIDENT EDUCATOR MENTOR 37
V. ESSA 37

ARTICLE XI – RIGHTS OF INDIVIDUALS 37

ARTICLE XII – LEAVES 37
A. ASSAULT LEAVE 37
B. ASSOCIATION BUSINESS LEAVE 38
C. MATERNITY/PATERNITY OR ADOPTION LEAVE 38
D. FAMILY MEDICAL LEAVE ACT 39
E. MILITARY LEAVE 39
F. PAID AND UNPAID PERSONAL LEAVE 39
G. SICK LEAVE 40
H. SABBATICAL LEAVE 40
I. ASSOCIATION OFFICIAL LEAVE 41
J. RETURN TO SERVICE 42
K. JURY DUTY 42
L. PROFESSIONAL LEAVE FOR CONTINUING EDUCATION RESPONSIBIILTIES 42
M. ATTENDANCE 42

ARTICLE XIII – MISCELLANEOUS PROVISIONS 43
A. SCHEDULING ASSEMBLIES AND PEP SESSIONS 43
B. EMPLOYMENT OF A NEW SUPERINTENDENT 43
C. EMPLOYMENT OF NEW BUILDING ADMINISTRATORS 43

D. SENIORITY LIST 43
E. COPIES OF THE CONTRACT 43
F. HEALTH AND SAFETY 43
G. CONTRACT RELEASE DATE 44

ARTICLE XIV – MAINTENANCE OF STANDARDS 44

ARTICLE XV – DURATION OF AGREEMENT 45

APPENDIX A – GRIEVANCE REPORT FORM 46

APPENDIX B - REQUEST FOR SALARY SCHEDULE ADJUSTMENT 47

APPENDIX C – JEOPARDY SHEET 48

ARTICLE I - RECOGNITION

A. RECOGNITION

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

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

The Board recognizes that Association representation will include any newly created position unless employment into the position is governed by Sections 3319.02 or 3319.081 of the Ohio Revised Code.

ARTICLE II – NEGOTIATING PROCEDURES

A. SCOPE OF NEGOTIATIONS

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

B. PROCEDURES FOR NEGOTIATIONS

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

Bargaining will commence after February 1st with four (4) days of bargaining to be mutually set with two (2) days in April. The first day may be used to exchange and clarify the parties' initial proposals. There shall be two (2) days of mediation set in May. The parties may mutually agree to extend negotiations and/or mediation.

In the event that the mediation is unsuccessful, the parties agree that disputes will be settled by using the procedure of last best offer issue-by-issue, final and binding arbitration as provided in ORC 4117.14 with no reference to the mediation process. The parties shall initiate the arbitration process no later than two weeks following the last mediation session by emailing the jointly chosen arbitrators and requesting dates for the arbitration. Those arbitrators are David Stanton, Louis Imundo and Phyllis Florman. The parties shall use the arbitrator who is first able to hear the matter. Briefs shall be due no more than two weeks following receipt of the transcript and the arbitrator shall issue his decision no later than thirty days following the filing of briefs. In no case shall the proceedings go beyond the expiration

date of this Agreement, except by mutual agreement of the parties. Nothing herein shall prohibit the parties from continuing to negotiate during the period following the last mediation period.

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

ARTICLE III - AGREEMENT OF MEMORANDUM

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

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

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

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

ARTICLE IV – PROVISIONS CONTRARY TO LAW

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

ARTICLE V – WORK STOPPAGE

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

ARTICLE VI – GRIEVANCE PROCEDURE

A. DEFINITIONS AND PROCEDURES

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of the terms of the negotiated agreement, or the

rules and policies of the Board of Education which affect disciplinary action against the teacher may be processed as a grievance.

2. An "aggrieved person" is a teacher/teachers having a grievance.

3. A teacher, for the purpose of this Article, shall be defined as any certificated professional staff employee of the Board of Education excluding administrators.

4. An Association Representative is a member of the Pike-Delta-York Professional Rights and Responsibilities Committee or it's duly appointed representative.

5. The limits in days under each section of the procedure shall be counted as school days, and as week days during the summer period excluding holidays. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time may be extended by mutual consent, in writing, by both parties.

6. The "aggrieved person" shall initiate the grievance within ten (10) school days after the aggrieved knew or through the exercise of reasonable diligence should have known of the occurrence.

7. The Association and the Board will equally share the cost of securing and utilizing the services of an Arbitrator.

8. The administration shall not initiate any consultation with the "aggrieved person" concerning the grievance prior to a scheduled hearing or hearings.

9. Nothing herein shall prohibit any "aggrieved person" from discussing the grievance informally with any member of the administration.

10. Should a teacher and/or the Association fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

11. Unless it is agreed between both the Board and the Association to use released time, all preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative is to be at his assigned duty station (supervising and/or teaching students).

B. PURPOSE

1. The purpose of the grievance procedure is to secure at the lowest possible administrative level, satisfactory resolution of the grievance.

2. Both parties agree that grievance proceedings shall be kept appropriately informal and confidential at all levels of the proceedings.

C. LEVEL ONE

1. An "aggrieved person" shall initiate this procedure in one of the following ways:

a. The teacher will approach the administrator immediately concerned and discuss the matter on his/her own behalf. In this case, the grievance need not be in writing and will remain confidential.

b. The teacher may request that an Association Representative accompany him/her in approaching the administrator, and the Association Representative may speak on behalf of the "aggrieved person" if desired. The administrator may also have a representative present.

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

3. Within ten (10) school days after the notification to the administrator involved, a hearing shall take place between the administrator involved, the "aggrieved person" and the Association Representative. The administrator may also have a representative present. The answer to the grievance shall be given, in writing, to the Association Representative and to the "aggrieved person" by the administrator. The answer shall be given within ten (10) school days of the hearing. Step 3 may be by-passed by a mutual written consent of the "aggrieved person" and the administrator involved.

D. LEVEL TWO

1. In the event that a grievance is not resolved to the satisfaction of the "aggrieved person" at Level One, the Association's Professional Rights and Responsibilities Committee will determine whether it believes the grievance merits further processing. Within ten (10) school days after the receipt of the answer at Level One, the Association's Professional Rights and Responsibilities Committee may notify the Local Superintendent of its desire to proceed with the grievance. The hearing will then be held within ten (10) school days unless the parties agree to extend the time limits.

2. The "aggrieved person", the Association's Professional Rights and Responsibilities Committee, and the administrator involved shall be in attendance with appropriate documentation of the grievance. The administrator may also have a representative present. Witnesses may be available to testify, but may not be present during the remainder of the hearing. Upon completion of the hearing, the administrative decision shall be given, in writing, to the "aggrieved person" and the Association's Professional Rights and Responsibilities Committee within ten (10) school days.

E. LEVEL THREE - A - OPTIONAL

If the aggrieved, Association's Professional Rights and Responsibilities Committee and Superintendent mutually agree they may use a FMCS mediator to mediate the grievance.

If there is no mutual agreement to use mediation or if the mediation process is unsuccessful, the grievance is moved to Level Three - B. There shall be no record of the mediation proceedings carried forward in the grievance process. If the parties choose to use mediation the process shall be completed within 15 days.

LEVEL THREE - B

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

F. LEVEL FOUR

1. The Association's Professional Rights and Responsibilities Committee will determine if the grievance merits further processing. If the committee finds the grievance meritorious, the Association may file within thirty (30) days to advance to arbitration by filing a written notice of appeal to the American Arbitration Association and the Superintendent pursuant to the Voluntary Rules of the American Arbitration Association, which rules shall govern the arbitration. Selection of an arbitrator shall be by the strike and rank method.

2. The arbitrator shall render his/her decision in writing within thirty (30) days beyond the submission of briefs, or such additional time as the parties may in writing agree. The decision of the arbitrator shall be final and binding upon the parties.

G. MISCELLANEOUS

1. If any teacher/teachers for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.

2. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

3. In the event laws are passed concerning grievance procedures, it may be necessary to make changes in the foregoing procedure.

4. Nothing in this procedure shall be construed so as to deny the Association or its Representatives the right to redress before an appropriate administrative agency or through the courts, if such a course seems to them at their sole discretion more

appropriate. Nothing in this procedure shall be construed to deny the individual, the Association or its representatives, the right to seek redress by law.

ARTICLE VII – EVALUATION

A. NON-INSTRUCTIONAL TEACHER EVALUATIONS - FREQUENCY AND PROCEDURE

All teachers who do not satisfy the statutory definition of teacher shall be evaluated in accordance with this section.

Each non-instructional teacher employed on a limited contract shall be evaluated at least once every year. This evaluation shall consist of at least two observations of at least thirty (30) minutes each. All observations must be completed by May 1st. The final written evaluation shall be provided to the teacher no later than May 10th.

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

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

1. All monitoring or observation of the work performance of association member will be conducted openly and with full knowledge of the teacher. There shall be at least one (1) days' notice given for the first visit for first-year teachers.

   A pre-evaluation conference will be held with first year teachers prior to the first observation to mutually determine the criteria for the evaluation and to provide background on those points to be evaluated. Such criteria will include, but will not be limited to Professional Goals selected.

   The evaluations will be conducted by the association member's building Principal, Assistant Principal, Acting Principal, or the District Administrator assigned due to areas of expertise/specialization (i.e. Special Education, Title), or in an effort to balance the load of evaluations for the building Principal.

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

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

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

3. A post-evaluation conference will occur within ten (10) school days after the observation. A rough copy of the evaluation will be given to the association member at least a day in advance of the conference.

4. Each association member will be provided definite, positive assistance to correct professional difficulties and a reasonable time to incorporate the recommended changes. Recommendations for improvement will be given in writing.

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

6. A teacher who is in danger of being non-renewed/terminated may request and be granted an evaluation by the Superintendent or a mutually agreed upon building administrator.

7. Any complaint regarding a teacher made to any member of the administration by any parent, student or other person, which is used in any manner to evaluate a teacher, shall be put in writing by the administrator and shall be promptly called to the attention of the teacher. The teacher will be given the opportunity to respond and/or rebut such a complaint.

B. OTES/OSCES EVALUATIONS

All members meeting the statutory definition of teacher or school counselor shall be evaluated in accordance with the Board adopted evaluation policy and any memoranda of understanding entered into by the Board of Education and the Association.

C. OHIO REVISED CODE

This Article is intended to, and shall, supersede the conflicting sections of Ohio Revised Code Section 3319.11 regarding evaluation of teachers. Any complaints regarding the evaluations are subject solely to the grievance procedure set forth in this Agreement.

D. FAIR DISMISSAL PROCEDURE

1. Any teacher whose performance is judged to be ineffective as a consequence of being rated ineffective on more than three standard areas in the first observation or an unsatisfactory situation, shall be so notified using either the then current OTES observation form or the Jeopardy Sheet (Appendix C) whichever is applicable. If a Jeopardy Sheet is given, a conference will be scheduled with the teacher by the principal. The teacher-principal conference will take place as soon as practical after awareness of the problem. A teacher is entitled to Association representation at every step of the Fair Dismissal Procedure. At this conference, the teacher will receive a written record of his/her unsatisfactory performance and written recommendations for correction(s). At this time, the teacher will have the opportunity to present his/her suggestions for correction on improvement on the unsatisfactory situation or ineffective rating.

2. The administration will make every effort to provide assistance to a teacher(s) it feels is in danger of receiving a Jeopardy Sheet.

3. The Jeopardy Sheet does not apply to first and/or second year teachers. The Jeopardy Sheet does not apply to those situations identified in Ohio Revised Code Section 3319.16.

4. If, after forty-five (45) days, the recommendations given on the Jeopardy Sheet are not implemented, and the principal intends to recommend to the Superintendent that the teacher be non-renewed, the teacher will be notified in writing of the recommendation for non-renewal/termination of contract. The forty-five (45) day requirement is waived if the unsatisfactory situation occurred less than thirty (30) days from June 1st. *

5. The teacher will have an opportunity to meet with the Superintendent and the principal, and will present his/her information regarding the unsatisfactory situation and/or performance, and discuss and review materials concerning non-renewal of contract.

6. Teachers who are making progress on the Jeopardy Sheet recommendations may be given a one-year contract with cause. A letter listing the areas to be improved upon shall accompany the teacher's cause contract.*

7. If a teacher is not to be recommended for re-employment, such teacher shall be notified in writing of the Superintendent's recommendation at least one week prior to any action taken by the Board of Education.

8. The teacher shall have the right to appeal the decision in a hearing before the Board of Education in regular or Executive session.

9. Following the action by the Board, the teacher shall be notified in writing within one week. In no case shall notification of non-renewal be received by a teacher after June 1 as prescribed by law.

*If the unsatisfactory situation occurred within 30 days from June 1st all other requirements of the Fair Dismissal Procedure shall remain in effect.

E. EVALUATION OF EXTRA DUTY ASSIGNMENTS

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

ARTICLE VIII – ECONOMIC ISSUES

A. SALARY INDEX

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

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

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

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

To qualify for the B.A.+15, B.A.+30, M.A., M.A.+15, or M.A.+30 columns on the salary schedule, official transcripts of undergraduate and graduate courses must be completed and appropriate paperwork submitted to the Board Payroll office by September 15 and January 15 with a specific request for movement on the salary schedule. (See Appendix B; Request for Salary Schedule Adjustment.)

B. SALARY CALCULATIONS/SERVICE CREDIT

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

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

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

PDYEA Master Agreement 9/1/2024 - 8/31/2027

C. SALARY SCHEDULE - INDEX

Salary Schedule Index

September 1, 2024 - August 31, 2025

Service Years	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30
0	1.000	1.037	1.064	1.105	1.155	1.194
1	1.057	1.086	1.115	1.152	1.190	1.226
2	1.103	1.134	1.166	1.199	1.226	1.257
3	1.149	1.183	1.216	1.253	1.281	1.313
4	1.195	1.231	1.267	1.308	1.335	1.369
5	1.242	1.281	1.318	1.362	1.389	1.425
6	1.288	1.328	1.368	1.416	1.444	1.481
7	1.334	1.377	1.419	1.470	1.498	1.537
8	1.381	1.425	1.470	1.525	1.552	1.593
9	1.427	1.474	1.520	1.579	1.607	1.649
10	1.473	1.522	1.571	1.633	1.661	1.705
11	1.520	1.571	1.622	1.687	1.716	1.761
12	1.567	1.620	1.673	1.741	1.770	1.817
13	1.614	1.669	1.724	1.795	1.825	1.873
14	1.661	1.718	1.775	1.849	1.880	1.929
15	1.708	1.767	1.826	1.903	1.935	1.985
16	1.755	1.816	1.877	1.957	1.990	2.041
17				2.011	2.045	2.097
18					2.100	2.153
25				2.066	2.155	2.208
30				2.106	2.195	2.248

C. **SALARY SCHEDULE - INDEX**

Salary Schedule Index

September 1, 2025 - August 31, 2026

Service Years	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30
0	1.000	1.037	1.064	1.105	1.155	1.194
1	1.057	1.086	1.115	1.152	1.190	1.226
2	1.103	1.134	1.166	1.199	1.226	1.257
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7	1.334	1.377	1.419	1.470	1.498	1.537
8	1.381	1.425	1.470	1.525	1.552	1.593
9	1.427	1.474	1.520	1.579	1.607	1.649
10	1.473	1.522	1.571	1.633	1.661	1.705
11	1.520	1.571	1.622	1.687	1.716	1.761
12	1.567	1.620	1.673	1.741	1.770	1.817
13	1.614	1.669	1.724	1.795	1.825	1.873
14	1.661	1.718	1.775	1.849	1.880	1.929
15	1.708	1.767	1.826	1.903	1.935	1.985
16	1.755	1.816	1.877	1.957	1.990	2.041
17				2.011	2.045	2.097
18					2.100	2.153
25				2.066	2.155	2.208
30				2.106	2.195	2.248

C. **SALARY SCHEDULE - INDEX**

Salary Schedule Index

September 1, 2026 - August 31, 2027

Service Years	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30
0	1.000	1.037	1.064	1.105	1.155	1.194
1	1.057	1.086	1.115	1.152	1.190	1.226
2	1.103	1.134	1.166	1.199	1.226	1.257
3	1.149	1.183	1.216	1.253	1.281	1.313
4	1.195	1.231	1.267	1.308	1.335	1.369
5	1.242	1.281	1.318	1.362	1.389	1.425
6	1.288	1.328	1.368	1.416	1.444	1.481
7	1.334	1.377	1.419	1.470	1.498	1.537
8	1.381	1.425	1.470	1.525	1.552	1.593
9	1.427	1.474	1.520	1.579	1.607	1.649
10	1.473	1.522	1.571	1.633	1.661	1.705
11	1.520	1.571	1.622	1.687	1.716	1.761
12	1.567	1.620	1.673	1.741	1.770	1.817
13	1.614	1.669	1.724	1.795	1.825	1.873
14	1.661	1.718	1.775	1.849	1.880	1.929
15	1.708	1.767	1.826	1.903	1.935	1.985
16	1.755	1.816	1.877	1.957	1.990	2.041
17				2.011	2.045	2.097
18					2.100	2.153
25				2.066	2.155	2.208

D. **SALARY SCHEDULE**

Salary Schedule

September 1, 2024 - August 31, 2025

Service Years	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30
0	38,768	40,202	41,249	42,839	44,777	46,289
1	40,978	42,102	43,226	44,661	46,134	47,530
2	42,761	43,963	45,203	46,483	47,530	48,731
3	44,544	45,863	47,142	48,576	49,662	50,902
4	46,328	47,723	49,119	50,709	51,755	53,073
5	48,150	49,662	51,096	52,802	53,849	55,244
6	49,933	51,484	53,035	54,895	55,981	57,415
7	51,717	53,384	55,012	56,989	58,074	59,586
8	53,539	55,244	56,989	59,121	60,168	61,757
9	55,322	57,144	58,927	61,215	62,300	63,928
10	57,105	59,005	60,905	63,308	64,394	66,099
11	58,927	60,905	62,882	65,402	66,526	68,270
12	60,749	62,804	64,859	67,495	68,619	70,441
13	62,572	64,704	66,836	69,589	70,752	72,612
14	64,394	66,603	68,813	71,682	72,884	74,783
15	66,216	68,503	70,790	73,776	75,016	76,954
16	68,038	70,403	72,768	75,869	77,148	79,125
17				77,962	79,281	81,296
18					81,413	83,468
25				80,095	83,545	85,600
30				81,645	85,096	87,150

D. SALARY SCHEDULE

Salary Schedule

September 1, 2025 - August 31, 2026

Service Years	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30
0	40,222	41,710	42,796	44,445	46,456	48,025
1	42,515	43,681	44,848	46,336	47,864	49,312
2	44,365	45,612	46,899	48,226	49,312	50,559
3	46,215	47,583	48,910	50,398	51,524	52,811
4	48,065	49,513	50,961	52,610	53,696	55,064
5	49,956	51,524	53,013	54,782	55,868	57,316
6	51,806	53,415	55,024	56,954	58,081	59,569
7	53,656	55,386	57,075	59,126	60,253	61,821
8	55,547	57,316	59,126	61,339	62,425	64,074
9	57,397	59,287	61,137	63,511	64,637	66,326
10	59,247	61,218	63,189	65,683	66,809	68,579
11	61,137	63,189	65,240	67,855	69,021	70,831
12	63,028	65,160	67,291	70,027	71,193	73,083
13	64,918	67,131	69,343	72,198	73,405	75,336
14	66,809	69,101	71,394	74,370	75,617	77,588
15	68,699	71,072	73,445	76,542	77,830	79,841
16	70,590	73,043	75,497	78,714	80,042	82,093
17				80,886	82,254	84,346
18					84,466	86,598
25				83,099	86,678	88,810
30				84,305	87,885	90,017

D. SALARY SCHEDULE

Salary Schedule

September 1, 2026 - August 31, 2027

Service Years	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15	M.A. + 30
0	41,730	43,274	44,401	46,112	48,198	49,826
1	44,109	45,319	46,529	48,073	49,659	51,161
2	46,028	47,322	48,657	50,034	51,161	52,455
3	47,948	49,367	50,744	52,288	53,456	54,791
4	49,867	51,370	52,872	54,583	55,710	57,128
5	51,829	53,456	55,000	56,836	57,963	59,465
6	53,748	55,417	57,087	59,090	60,258	61,802
7	55,668	57,462	59,215	61,343	62,512	64,139
8	57,629	59,465	61,343	63,638	64,765	66,476
9	59,549	61,510	63,430	65,892	67,060	68,813
10	61,468	63,513	65,558	68,145	69,314	71,150
11	63,430	65,558	67,686	70,399	71,609	73,487
12	65,391	67,603	69,814	72,652	73,862	75,823
13	67,352	69,647	71,943	74,905	76,157	78,160
14	69,314	71,692	74,071	77,159	78,452	80,497
15	71,275	73,737	76,199	79,412	80,748	82,834
16	73,236	75,782	78,327	81,666	83,043	85,171
17				83,919	85,338	87,508
18					87,633	89,845
25				86,214	89,928	92,140
30				87,466	91,180	93,392

E. EXTRA DUTY PAY

1. Administration will determine initial placement on the supplemental scale.

2. Movement on the supplemental scale is determined by consecutive years of service in the given sport activity. If a person who has an extra duty position leaves for one year, he/she would not lose his/her experience when they return. If the person is out for more than one year, his/her placement will be determined by the athletic director/administrator.

3. The building principal with Superintendent approval may add additional sport/activity.

4. The payment of extra duty pay for non-athletics will be paid in two installments at the end of each semester. Athletic supplementals will be paid in two installments at the halfway point of the season and at the end of the season. prorated

5. If an extracurricular student activity or athletic season for which a supplemental contract has been issued is canceled, shortened, postponed, or otherwise interrupted by OSHAA, a state agency or the Board of Education for reasons related to the program's operation, the supplemental contracts for that activity will be paid at a prorated amount based on the percentage of the season or supplemental work completed at the time; if any such activities or seasons are canceled prior to the official start of the season as a result of the aforementioned reasons, the supplemental contract will not be paid.

6. Non-Athletic Supplemental Contracts. If a supplemental contract salary payment for a non-athletic student activity is to be prorated, the percentage of completion for purposes of determining the amount to paid will be based on the total number of weeks of service provided by the supplemental contract holder (rounded up to the nearest week) compared to the total number of weeks scheduled for the season of the student activity to which the particular supplemental contract applies.

    a. For the purpose of determining pay, the start-and-end dates for all non-athletic supplemental contracts will be determined by the building administrator who directly oversees that non-athletic supplemental contract, but in consultation with the head coach or adviser of each activity. Official start and end dates will be provided to the Parties and the holders of non-athletic supplemental contracts by the building administrator prior to the official start of a non-athletic activity.

    b. Supplemental contract holders who non-athletic seasons are extended due to delays or interruptions will not be prorated so long as all interrupted activities are made up.

7. Athletic Supplemental Contracts. If a supplemental contract salary payment for an athletic student activity is to be prorated, the season for the particular athletic season will be deemed to begin on the first official day that students may report for the athletic activity and end on the last official day of the regular season for that sport and will not include post-season activities such as playoffs or district, regional, and state competitions. These official start-and-end dates will be provided to the Parties and the holders of athletic supplemental contracts by the Athletic Director prior to

the official start of an athletic season, and will be in accordance with OHSAA calendar for the sport.

a. Supplemental contract holders whose athletic seasons are extended due to delays or interruptions will not be prorated so long as all interrupted activities are made up.

E. SUPPLEMENTAL SALARY SCHEDULE

Athletic Salary Schedule

September 1, 2024 - August 31, 2025

Years Experience	A	B	C	D	E	F
0 - 3	$6,445	$4,215	$3,967	$3,346	$2,727	$2,355
4 - 7	$6,816	$4,586	$4,338	$3,718	$3,099	$2,727
8 +	$7,189	$4,958	$4,710	$4,089	$3,470	$3,099

A	B	C	D	E	F
Head Basketball	Head Baseball	Freshman Basketball	Asst. H.S. Baseball	M.S. Asst. Coach	Asst. Cheer (Fall)
Head Football	Head C.C.	Freshman Football	Asst. H.S. C.C.	Head Cheer (Fall)	Asst. Cheer (Winter)
Head Wrestling	Head Soccer	Freshman Volleyball	Asst. H.S. Soccer	Head Cheer (Winter)	
Head Volleyball	Head Track	Asst. H.S. Basketball	Asst. H.S. Track	Weight Room (Fall & Winter)	
	Head Cheer	Asst. H.S. Football	Freshman Baseball	Weight Room (Spr. & Sum)	
	Head Softball	Asst. H.S. Wrestling	Freshman Softball		
		Asst. H.S. Volleyball	Asst. Softball		
		Head Bowling	M.S. Head Coach		
		Head Golf			

PDYEA Master Agreement 9/1/2024 - 8/31/27

E. SUPPLEMENTAL SALARY SCHEDULE

Non-Athletic Salary Schedule

September 1, 2024 - August 31, 2027

Years Experience	A	B	C	D
0 - 3	$3,279	$1,756	$703	$585
4 - 7	$3,865	$2,108	$1,054	$820
8 +	$4,450	$2,460	$1,405	$1,054

A	B	C	D
Band 7-12 + Extended Time	Asst. Band Director	So. Class Advisor	H.S. MEDS
H.S. Musical	H.S. Yearbook	Fr. Class Advisor	H.S. Mock Trial
Vocal Music 7-12	Jr. Class Advisor w/ Prom	H.S. FCCLA	H.S. / M.S. SADD
Destination Imagination	H.S. Musical Conductor	H,.S. FFA	Del Aires Choreography
Media Production	Flag Instructor	H.S NHS	H.S. School Paper
	Sr. Class Advisor w/ Grad. Coor.	H.S. Spanish Club	Elementary Musical
	H.S. Student Council	Technology Assistant	Wellness Coordinator
	M.S. Student Government	L.P.D.C. Chairperson	M.S. Yearbook
	DMS Honor Society	Art Club	Quiz Bowl
		Drama Club	Summer Band Camp
		M.S. Science Club	Musical Tech. Coordinator
		Creative Writers Inc.	E.S. Yearbook
		Asst. H.S. Musical	H.S. Kindness Club
		M.S. Class Advisors (5,6,7,8)	
		History Day	

** Supplemental positions will be filled as needed.*

E. SALARY SCHEDULE

Non-Athletic Salary Schedule

September 1, 2024 - August 31, 2027

1. Auditorium Manager	Hourly Rate
2. Elementary & Middle School Counselor	$300.00
3. High School Guidance Counselor	$450.00
4. LPDC Members (Other than Chairperson) Minimum of four (4) meetings. Maximum of twelve (12) meetings.	$ 25.00 / Meeting
5. Hourly Rate Calculation 2024-25 $30.26 2025-26 $31.40 2026-27 $32.58	BA, Step 0 / # of Contract Days # of Hours per Day
6. Sixth Grade Camp Stipend First two days of the camp from 3:00 p.m. to 10:00 p.m.	$ 200.00 / Day
7. Student Teachers - Teachers will be paid any monies received by the district from the college or university for mentoring student teachers.	
8. Family Engagement Events Elementary Family Nights (Math & Reading) Right To Read Week Read Across America * Maximum of Six (6) per Event	$ 100.00 / Event

** Supplemental positions will be filled as needed.*

E. SUPPLEMENTAL SALARY SCHEDULE

Athletic Salary Schedule

September 1, 2025 - August 31, 2026

Years Experience	A	B	C	D	E	F
0 - 3	$6,445	$4,215	$3,967	$3,346	$2,727	$2,355
4 - 7	$6,816	$4,586	$4,338	$3,718	$3,099	$2,727
8 +	$7,189	$4,958	$4,710	$4,089	$3,470	$3,099

A	B	C	D	E	F
Head Basketball	Head Baseball	Freshman Basketball	Asst. H.S. Baseball	M.S. Asst. Coach	Asst. Cheer (Fall)
Head Football	Head C.C.	Freshman Football	Asst. H.S. C.C.	Head Cheer (Fall)	Asst. Cheer (Winter)
Head Wrestling	Head Soccer	Freshman Volleyball	Asst. H.S. Soccer	Head Cheer (Winter)	
Head Volleyball	Head Track	Asst. H.S. Basketball	Asst. H.S. Track	Weight Room (Fall & Winter)	
	Head Cheer	Asst. H.S. Football	Freshman Baseball	Weight Room (Spr. & Sum)	
	Head Softball	Asst. H.S. Wrestling	Freshman Softball		
		Asst. H.S. Volleyball	Asst. Softball		
		Head Bowling	M.S. Head Coach		
		Head Golf			

** Supplemental positions will be filled as needed.*

E. SUPPLEMENTAL SALARY SCHEDULE

Athletic Salary Schedule

September 1, 2026 - August 31, 2027

Years Experience	A	B	C	D	E	F
0 - 3	$6,445	$4,215	$3,967	$3,346	$2,727	$2,355
4 - 7	$6,816	$4,586	$4,338	$3,718	$3,099	$2,727
8 +	$7,189	$4,958	$4,710	$4,089	$3,470	$3,099

A	B	C	D	E	F
Head Basketball	Head Baseball	Freshman Basketball	Asst. H.S. Baseball	M.S. Asst. Coach	Asst. Cheer (Fall)
Head Football	Head C.C.	Freshman Football	Asst. H.S. C.C.	Head Cheer (Fall)	Asst. Cheer (Winter)
Head Wrestling	Head Soccer	Freshman Volleyball	Asst. H.S. Soccer	Head Cheer (Winter)	
Head Volleyball	Head Track	Asst. H.S. Basketball	Asst. H.S. Track	Weight Room (Fall & Winter)	
	Head Cheer	Asst. H.S. Football	Freshman Baseball	Weight Room (Spr. & Sum)	
	Head Softball	Asst. H.S. Wrestling	Freshman Softball		
		Asst. H.S. Volleyball	Asst. Softball		
		Head Bowling	M.S. Head Coach		
		Head Golf			

** Supplemental positions will be filled as needed.*

F. SALARY CALCULATION

1. PART-TIME PERSONNEL

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

2. TUTORS

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

3. VOCATIONAL TEACHERS

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

G. NUMBER OF PAYS PER YEAR

Beginning January 1, 2022, the Board will pay bargaining unit members their annual salary in twenty- four (24) equal installments payable on the 1st and 15th of each month.

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

H. LIFE INSURANCE

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

I. HEALTH INSURANCE

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

   A. The Board shall make available the NBHP High Deductible Health Plan with a Health Savings Account option. The Board will contribute One

Thousand Four Hundred Forty Dollars ($1440)/month towards the premium for the family plan and Five Hundred Fifty Dollars ($550)/month for the single plan.

The Board will contribute Two Thousand Dollars ($2,000) to the employee's H.S.A., and, in addition, match up to One Thousand Dollars ($1000) per employee for the family plan. The Board will contribute Seven Hundred and Fifty Dollars ($750) towards the employee's H.S.A., and, in addition, match up to Three Hundred and Fifty Dollars ($350) per employee for the single plan.

Employees currently enrolled in the Access Plus plan that choose to switch to the HDHP shall receive a one-time additional incentive of $1000 for family plan and $500 for single plan which will be deposited into his/her HSA. The expectation is that the employee would remain on the chosen HDHP plan for three years. Should the employee switch back to the Access Plus plan after 1 year, they would repay the district for 2/3 of the additional incentive. Should the employee switch back to Access Plus plan after two years they would repay 1/3 of the additional incentive. Employees may only receive incentive once.

B. Full-time employees choosing the Access+ plan will receive family medical insurance coverage with each member contributing fourteen percent (14%) for the premiums. The employee's monthly share of the health benefits premium generally shall be deducted from pays in the month immediately preceding the month of coverage.

2. Part-time certificated employees (half-time or more) will receive single coverage with the employee paying twenty percent (20%) of the premium for Access Plus plan. For employees electing the HDHP, employee will pay a prorated amount of the premium based on the teacher work day percentage.

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

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

3. These coverages are:

   NBHP High Deductible Health Plan OR NBHP Access+ Health Plan

   NBHP Vision Plan 2B

   NBHP 3 Dental Plan

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

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

J. SEVERANCE PAY AT RETIREMENT

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

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

   *For severance purposes only, when the final accrued sick leave has been impacted by a BOE approved Family Medical Leave not including maternity/paternity leaves, the sick leave days under the medical leave act shall be added back into the accrued sick leave up to a maximum of two hundred and eleven (211) days.

2. Each eligible retiring employee shall receive an additional amount equal to $75.00 times (45 days minus the number of sick days used during his/her last three years).

3. An additional amount of $750.00 will be paid as severance to employees filing retirement by February 1 of the year in which they plan to retire.

K. PROFESSIONAL GROWTH AND EDUCATIONAL REIMBURSEMENT

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

1. In-service meetings that are designed to meet identified interests and provide assistance in areas that need upgrading.

2. Research conducted by an association member or members in the form of specific study programs, seminars, and workshops.

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

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

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

3. Visitation opportunities to observe multi-media centers and curriculum centers.

4. Classroom visitations in other schools to observe methods and new innovative methods.

5. Encouraging experimentation with innovative programs that will strengthen and supplement present programs.

6. Expecting participants in the above activities to share ideas and methods observed or experienced through oral and/or written communication.

7. Establishing an area where professional books and periodicals are made available to association members.

8. Encouraging all association members to personally pursue activities which will contribute to better understandings of education in general, the subject areas or grade levels taught, human growth and development and interactions and community activities and more. Among the activities which might be expected are college course work, membership in several educational organizations, professional reading, attendance at workshops, participation in discussion groups at a local, county, or state level, and involvement in community organizations and activities. Such activities may be expected of a dedicated professional teacher at his own time and expense.

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

10. Educational Reimbursement:

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

    a. Any teacher is eligible after having taught one (1) year in the Pike-Delta-York District. The teacher must return to work in the District the following September to be eligible for reimbursement.

    b. A maximum of fifteen (15) semester hours may be approved for any one (1) year. Certified staff will not be approved for more than four (4) semester hours per semester when teaching full time.

    c. Teachers shall not carry more hours of college work than they can handle and still maintain their classroom performance and fulfill other obligations expected of Pike-Delta-York teachers. The Administration and the Association will use its best efforts to secure compliance with the preceding statement.

    d. The teacher must have the approval of the Superintendent prior to beginning the course(s).

    e. Reimbursement shall be made directly to the teacher in a lump sum prior to November 1 following the submission of verification of the credits authorized and completed. Official verification of costs shall be substantiated by copy of official fee slip. Official verification of course work completed shall be by

grade slip or transcript. Verification of cost and completion of course work shall be submitted by September 30 of each year for the November payment.

f. No teacher shall be reimbursed more than the actual cost of tuition paid by the teacher. Reimbursement will be set by the Board of Education at its October regular meeting.

g. If the accumulation of approved reimbursements for all association members in one (1) year exceeds the total District allocation, the rate of reimbursement will be determined using the following formula: Dollar amount allocated divided by the dollars spent for tuition equals the multiplier on the dollar reimbursed to association members.

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

L. PAYROLL DEDUCTIONS

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

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

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

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

M. REIMBURSEMENT TO THE BOARD

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

N. BUDGET CONSULTATION

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

O. MILEAGE

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

P. STRS PICK-UP

The Board of Education shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked-up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System of Ohio contribution which has been designated as "picked-up" by the Board, and that the amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "picked-up", nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

Q. ATHLETIC PASS

All teachers will receive a staff member plus one pass for Pike Delta York School District athletic events, except for OHSAA events.

ARTICLE IX – PROCEDURES

A. BOARD POLICY

Pike-Delta-York teachers are bound by Board policy. Board policies are updated regularly. The PDY Board policy book is available on the school website. Teachers are encouraged to visit this site to keep current on PDY Board of Education policies. A copy of the board policy will be provided to the Association if requested.

B. WORK DAYS TO MEET STATUTORY REQUIREMENTS

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

C. SCHOOL DELAY OR CLOSING

For make-up day purposes taking place during the school year, the following protocol will be used:

a. Beginning with the 6th day that school building(s) are closed, make up time will be attained in the following way:

   i. If make up time is needed prior to Martin Luther King Day (MLK Day), school will be in session on MLK Day.

   ii. If make up time is needed prior to President's Day, school will be in session on Presidents' Day.

1. Any additional student day needed to be made up will be added as workdays to the end of the school year calendar.

iii. It is understood employees are working this day with no additional compensation to make up for a previous calamity day where the employee has already received compensation.

Days on which instruction is being provided remotely shall not be considered calamity days and staff may be required to report to work to provide remote instruction. In this instance, twenty four hour notice shall be provided to staff.

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

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

D. SCHOOL YEAR CALENDAR

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

The school year for association members will consist of 183 days which shall include two (2) days of parent teacher conferences (See Article X Section Q), at least two (2) district scheduled work days, and one individual scheduled work day as described below.

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

E. LENGTH OF DAY

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

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

F. PLANNING PERIOD

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

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

In grades K – 4, the lunch recess period adjacent to the thirty (30) minute duty free lunch period shall be considered planning time. However, the twenty (20) minutes of "recess time for children" taking place in the AM or the PM shall be considered academic assist time. Academic assist time shall be used for working with small groups or individual students, association members discussing student achievement, administrator meetings with grade level teams/association members discussing students' academic affairs, and parent meetings discussing their child. This time will not be used for lunch or recess supervision. This time will be used for the academic improvement of the students.

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

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

G. CHECK OUT DAYS WITH PRINCIPALS

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

ARTICLE X – PERSONNEL POLICIES

A. TEACHING VACANCIES AND ADDITIONAL DUTY ASSIGNMENTS

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

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

DEFINITIONS:

ASSIGNMENT	Denotes initial teaching area and/or subject and/or grade level.
QUALIFICATIONS	Certification, teaching methods, subject area knowledge and past three years of evaluations.
REASSIGNMENT	An instructional change in assignment from grade level to grade level, department to department or within a department by building principal.

SCREENING	Any introductory interview of an outside candidate for a position not formally vacant.
SENIORITY	The number of continuous years of service in the system including approved leaves of absence.
TRANSFER	A school building change.
1. VOLUNTARY	A teacher requested building change.
2. INVOLUNTARY	A transfer of a teacher to a different building because of redistricting, declining enrollment, changes in curriculum, return of a teacher from leave, changes in location of program or classes, or building closure.
VACANCY	A newly created certificated staff position or extra duty or an existing position that is open.

The following criteria will be used regarding transfer:

A. Qualifications of the applicant for the particular vacancy.

A. When the qualifications for more than one applicant are relatively equal, the order of priority in filling the vacancy is encouraged to be:

1. Seniority
   a. The applicant with the greatest seniority in the system for voluntary transfer.
   b. The applicant with the least seniority in the system for involuntary transfer.

2. A member of the present teaching staff.

3. A person not presently employed by the Board.

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

The administration staff reserves the responsibility to recommend to the Board all association members for employment as teachers or in positions of additional responsibility. Vacancies or extra duty assignments will be emailed to members at his/her district email address. The posting will include essential qualifications required for the position.

In the event of an involuntary transfer, the Superintendent will meet with the teacher prior to August 1st to explain the reasons for transfer.

B. STAFFING STANDARDS

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

C. TEACHER'S CONTRACTS

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

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

D. NOTIFICATION OF TEACHING ASSIGNMENT

All teachers will be notified of any changes to their teaching assignment for the next school year by August 1st. Said notification shall include course names and grade.

Should the Superintendent desire to transfer a teacher, a conference will be held prior to the implementation of the transfer. At this conference the teacher will be given reason(s) for said transfer. Upon the teacher's request the reason(s) shall be placed in writing and given to the teacher. The teacher may have a representative of their choice present at such conference. In the event the transfer is not due to filling a vacancy, the transfer shall not be implemented without full due process in accordance with this Agreement and applicable federal and state laws. Notice to the PDYEA of assignment change shall be made no later than August 1st.

E. ASSIGNMENT OF COACHES

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

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

F. CLASS SIZE

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

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

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

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

*High school scheduling may necessitate larger classes as well as much smaller classes.

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

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

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

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

H. ELEMENTARY COUNSELOR

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

I. STANDARDS FOR PHYSICAL EDUCATION

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

According to the above stated Standards, all grades shall receive the maximum number of minutes of recess each week and these are not to be counted in the physical education period. Elementary grade physical education shall meet the following weekly standards not including recess:

K- 4 70 minutes

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

J. STUDENT TEACHERS

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

K. EVALUATION OF PROGRAMS AND SERVICES

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

L. GRADE PLACEMENT

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

M. STAFF ASSISTANCE IN CURRICULUM DEVELOPMENT

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

N. COMPLAINTS AGAINST TEACHERS

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

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

If a complaint is brought to the teacher's attention, a written record regarding the facts surrounding the complaint shall be developed by the administrator to whom the complaint

was made. A copy of this written record shall be given the teacher, the complainant, the principal, and the Superintendent.

Anonymous complaints shall not be considered unless the complaint involves the health, safety and/or welfare of a student or other employee, or involves allegations of criminal conduct.

O. FACULTY DRESS AND APPEARANCE

The dress and personal appearance of a faculty member should be appropriate professional appearance.

P. PERSONNEL RECORDS

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

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

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

Q. PARENT-TEACHER CONFERENCES

The format of Parent-Teacher conferences will be determined on a building-by-building basis with Superintendent approval. The conferences will span the equivalent of two (2) days lasting six and a half (6.5) hours each. Teachers having a full conference schedule may schedule a ten-minute break period during the evening session. Teachers are expected to make every reasonable effort to encourage parental participation.

R. VIDEO TAPE

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

be able to be retained for use for a reasonable length of time and may be erased by the teacher.

S. REDUCTION IN PERSONNEL

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

All other reasons for reduction in teaching personnel are defined in Ohio Revised Code Section 3319.17.

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

The Board shall suspend contracts in accordance with the Superintendent's recommendation. The Superintendent's recommendations shall, within each teaching field affected, give preference to teachers on continuing contract. The teaching field affected shall be based upon the teacher's licensure/certification.

Seniority shall not be the basis for a reduction in force except between teachers with comparable evaluations. Seniority is defined as the length of continuous service in the District. Seniority is not affected by transfer of position, building, assignment, etc. Seniority shall not be lost due to a reduction in force, however, the teacher will not continue to accrue seniority while on the recall list. If two or more teachers have the same length of continuous service, seniority will be determined by:

1. the date of the Board meeting at which the teacher was hired, or if the same Board meeting, then
2. the date the teacher signed his/her initial employment contract in the District, or if the same date
3. by lot

Teachers reduced in force shall be placed on a recall list for a period of two years. Teachers on continuing contract who are laid off shall be recalled, if and when positions become vacant for which they are or become qualified. The Board further agrees that any teacher on layoff shall be recalled in inverse order of layoff

If there is not a continuing contract teacher on the recall list who is, has become, qualified for the vacant position, limited contract teachers may be recalled. Seniority shall not be the basis of recalling a teacher except between teachers with comparable evaluations. No new teacher shall be employed by the Board while there is a teacher on layoff who is certificated for the opening teaching position.

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

granted in writing by the Board, said teacher shall have thereby terminated his/her individual employment contract and any other employment relationship with the Board.

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

This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful/personnel procedures in the District.

This Article does not limit in any way the right of the Board to non-renew limited teaching contracts.

Reductions in the bargaining unit are not subject to the grievance procedure except in cases of an error in certification or an error in calculation of length of service.

During said the recall period, the certificated association member shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits through COBRA.

T. MENTOR PROGRAM

The Board will develop an entry year mentor program under which the Board of Education may assign a mentor to a new employee of the school district who is an experienced teacher. This program would require that the mentor provide support and assistance to the mentee. The mentor will have up to the equivalent of two (2) release days for such assistance to the mentee.

The Board shall provide Two Hundred and Fifty Dollars ($250.00) to the mentor.

U. RESIDENT EDUCATOR MENTOR

The Resident Educator Mentor shall be paid One Thousand Dollars ($1,000.00) per year.

V. ESSA

The parties agree that any changes required by ESSA will be referred to the District Leadership Team for discussion regarding the development of the implementation plan.

ARTICLE XI – RIGHTS OF INDIVIDUALS

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

ARTICLE XII – LEAVES

A. ASSAULT LEAVE

Notwithstanding the provisions of ORC Section 3319.141(sick leave), the Board will adopt a policy of assault leave in compliance with the provisions of ORC Section 3319.143. The policy will establish rules for the entitlement, crediting, and use of assault leave and the

Board shall uniformly administer the policy for all employees. The policy will include the following provisions:

1. Assault leave will be granted only for absence due to physical disability resulting from an assault which occurs in the course of Board employment. The administration has the option of granting assault leave for emotional duress resulting from an assault.

2. Assaults arising from matters not related to Board employment (i.e., domestic quarrels, resisting arrest, etc.) do not qualify for assault leave regardless of where they occur.

3. Assault leave shall not be granted if the assault arises from unreasonable actions by the employee, under the given circumstances. Reasonableness and other questions of fact shall be determined by the Board through investigation.

4. The employee shall furnish a signed statement describing the circumstances and events surrounding the assault, including known witnesses, to justify the use of assault leave. If medical attention is required, the employee shall also furnish a physician's certificate stating the nature of the disability and its duration. Falsification of either document is grounds for suspension or termination of employment under ORC 3319.16.

5. Employees remain on their Board full pay status during an assault leave until they qualify for service disability under State Teachers Retirement System and/or Bureau of Worker's Compensation. Maximum time of assault leave will be determined by the State Teachers Retirement System Board or Bureau of Worker's Compensation and/or any appropriate court when the employee is placed on State Teachers Retirement System or Bureau of Worker's Compensation.

6. A copy of the Assault Leave policy will be filed with the State Department of Education.

7. Assault leave is meant to provide financial security to the employee, not financial gain. If the employee is paid for lost wages for this assault, through worker's compensation or settlement of legal claims, the employee shall reimburse the Board for salary paid during the leave.

B. ASSOCIATION BUSINESS LEAVE

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

C. MATERNITY/PATERNITY OR ADOPTION LEAVE

1. A maternity/paternity leave shall be granted without pay for a period of a maximum of one school year except as provided below for child care of a newborn infant. Teachers on maternity leave shall return from leave only at the beginning of a semester unless the Superintendent and the teacher mutually agree on a mid-semester return. Teachers who begin a leave during the semester shall be

allowed to continue their leave beyond one year until the start of the semester immediately following the one year anniversary date of the leave so as to allow for a return at the beginning of a semester. A teacher will be allowed to return to service from a leave prior to its expiration in the event of a stillbirth or a miscarriage, with the approval of the Superintendent and her physician. Only one spouse at a time within the district will be eligible for a maternity and/or paternity leave.

2. A teacher must request a maternity leave at least four (4) months prior to the expected date of birth. Requests for leave must be filed with the Superintendent. Requests for leave must also contain the teacher's planned date of return from leave. An association member may use up to 30 consecutive work days of Sick Leave, from the birth of the baby, for a Maternity/Paternity Leave during the school year. Additional days would necessitate certification by a physician. Staff on a year leave of absence do not qualify for sick leave usage.

3. Adoption

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

D. FAMILY MEDICAL LEAVE ACT

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

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

E. MILITARY LEAVE

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

F. PAID AND UNPAID PERSONAL LEAVE

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

At the beginning of the school year each member shall be credited with three unrestricted personal leave days to be utilized for the employee's personal business. There shall be no accrual of personal leave. Teachers referred to above will not be asked to state the purpose of the leave. Paid personal leaves will be denied only when a disproportionate number of teachers from an instructional unit (for example, grades 9-12) or support service requests a leave for the same period of time. Personal leave may not be granted on those days when the teacher is supervising State mandated testing in his/her class or is responsible for proctoring State mandated testing.

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

Except in cases of emergency, notice of a desire to use paid personal leave must be made at least forty-eight (48) hours in advance of the initial day requested and must be approved by the Superintendent or the Principal in the absence of the Superintendent.

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

Unused personal leave days may be converted to a cash benefit at the member's per diem rate.

G. SICK LEAVE

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

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

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

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

H. SABBATICAL LEAVE

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

committee. The committee shall consider and make recommendation to the Board based on:

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

2. The value of the proposed program to the District, its students and the applicant.

3. The applicant's length of service to the District. No consideration will be given unless the teacher has at least five (5) year's experience in the District.

4. Other reasons which seem relevant to the committee.

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

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

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

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

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

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

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

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

I. ASSOCIATION OFFICIAL LEAVE

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

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

J. RETURN TO SERVICE

1. A teacher shall file with the Superintendent a notice of intention to return to service from a leave at least ninety (90) days prior to the expiration of the leave.

2. When a teacher desires to return to service at the expiration of the leave, the teacher shall request a meeting with the Superintendent to discuss the return.

3. The teacher shall resume the contract status which she/he held prior to such leave and shall be assigned to a position in the building and subject area she/he previously taught. If no position is available, the teacher shall bump the person with the least building seniority in that subject area.

4. Failure to Return

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

K. JURY DUTY

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

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

L. PROFESSIONAL LEAVE FOR CONTINUING EDUCATION RESPONSIBIILTIES

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

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

M. ATTENDANCE

Attendance Incentive - Each employee will be credited with $500 at the beginning of each year. For each day missed due to sick leave or unpaid day, $100 will be deducted. At the end of the school year, the teacher will be paid the amount remaining in the 2nd pay in June.

If a member has been absent on paid or unpaid sick leave for more than five (5) days, the member may be required to meet with the Building Principal which may result in the institution of an attendance plan, a letter of counseling being issued, or the imposition of discipline. Personal leave and professional leave do not count towards the days. No discipline shall be issued if a valid doctor's note is being submitted.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

A. SCHEDULING ASSEMBLIES AND PEP SESSIONS

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

B. EMPLOYMENT OF A NEW SUPERINTENDENT

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

C. EMPLOYMENT OF NEW BUILDING ADMINISTRATORS

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

D. SENIORITY LIST

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

Said seniority rank listing shall provide the following information:

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

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

E. COPIES OF THE CONTRACT

The Board shall provide the Association President with ten (10) printed copies, along with a pdf and Word version of the Agreement, within thirty (30) days of the Execution of this Agreement.

F. HEALTH AND SAFETY

It is recognized by both the Board and the Association that safety is a common concern and a common responsibility. The Board shall make reasonable provisions for the safety and health of its employees while they are on the Board's property or at facilities used by it or while on official Board business during the course of their employment. The Board will provide safe working environment and safety equipment for personal protection where required. No employee shall be required to use any equipment which is in an unsafe condition. All conditions will be governed by good safety practice and applicable statutes. Employees will be expected to exercise due diligence in the use of hazardous equipment or chemicals and to take extraordinary precautions to assure fellow employees and students are not placed in jeopardy. All employees shall be required to use safety equipment at all times where such equipment is provided by the Board. In all conditions employees are expected to make safety the first consideration in any decision where a risk is involved.

Lighting of buildings, stairways, halls, parking lots and sidewalks shall conform to proper safety standards. Employees are expected to report all accidents promptly and to report all unsafe conditions to the appropriate supervisor. In case of injury to an employee or student, it shall be the responsibility of the supervisor of the activity to obtain immediate medical aid. It is the intent of the foregoing to make the practice of safety a shared responsibility. The Board will act to provide the safety training of employees where it is found to be necessary.

G. CONTRACT RELEASE DATE

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

ARTICLE XIV – MAINTENANCE OF STANDARDS

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

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

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

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

ARTICLE XV – DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2024 and shall continue through August 31, 2027. The parties shall begin negotiations for a new Agreement in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of August, 2024.

PIKE-DELTA-YORK BOARD OF EDUCATION

By _____
President

By _____

By _____

By _____

By _____

PIKE-DELTA-YORK EDUCATION ASSOCIATION

By _____
Chairperson

By Lindsay Roe

By _____

By _____

By _____

By _____
OEA/NEA Labor Relations Consultant

APPENDIX A – GRIEVANCE REPORT FORM

Grievance #_____

SUBMIT TO PR & R IN TRIPLICATE PLEASE

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance:_____

_____

_____

_____

2. Relief sought: _____

_____

_____

_____ _____
Signature Date

C. Date received by administration: _____

D. Disposition by administrators: _____

_____

_____

_____

_____ _____
Signature Date

APPENDIX B - REQUEST FOR SALARY SCHEDULE ADJUSTMENT

Teacher: _____ Date Filed: _____

Building: _____

Based on the completed coursework, I am hereby requesting movement on the salary schedule from column _____ to column _____.

Completed course work that affects a teacher's placement on the salary schedule must be verified by an official transcript received from the university to the treasurer's office by **September 15th** for the first semester salary adjustment or by **January 15th** for second semester salary adjustment.

Teacher Checklist:

_____Applicable transcripts have been requested from the university as of_____
(date requested)

_____ _____
Teacher's Signature Date

Treasurer Checklist:

_____Teacher's request received by treasurer's office as of _____
(date received)

_____Applicable transcripts received by treasurer's office as of _____
(date received)

_____ _____
Treasurer's Signature Date

This copy of the finalized form serves as notification to the teacher that transcripts have been received by the treasurer's office, and teacher's movement from column_____ to column_____ on the salary schedule has been placed on board agenda for approval.

_____ _____
Treasurer's Signature Date Returned to Teacher

APPENDIX C – JEOPARDY SHEET

Teacher _____ Building _____

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

☐ Please Note Attached Page.

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

☐ Please Note Attached Page.

FURTHER IMPROVEMENTS ARE NECESSARY IN THE FOLLOWING AREAS:

☐ Please Note Attached Page.

Signature _____ Date _____

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

Teacher's Signature _____ Date _____

Teacher's Comment: Rebuttal is attached _____
Rebuttal will be forwarded to Personnel Office _____

CERTIFICATE OF AVAILABLE RESOURCES

(O.R.C. 5705.412)

The undersigned, Treasurer of the Board of Education of the Pike-Delta-York Local School District, Delta, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year's 2025 - 2027 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Pike-Delta-York Local School District, Delta, Ohio, and the Superintendent of the Pike-Delta-York Local School District, Delta, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: 5-Aug-24

Leland F Hayes
Treasurer, Board of Education
Pike-Delta-York Local School District
Delta, Ohio

Alice M. Simmons
President, Board of Education
Pike-Delta-York Local School District
Delta, Ohio

Superintendent of Schools
Pike-Delta-York Local School District
Delta, Ohio