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AGREEMENT

BETWEEN THE DELPHOS EDUCATION ASSOCIATION

AND THE

DELPHOS CITY SCHOOL DISTRICT BOARD OF EDUCATION

EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2027

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ARTICLE I – RECOGNITION

A. The Delphos City School District Board of Education, hereinafter referred to as the "Board," hereby recognizes the Delphos Education Association OEA/NEA-Local, hereinafter the "Association," as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, of a bargaining unit consisting of all full and regularly scheduled part-time professional, certificated, licensed non-supervisory employees of the Board in the public school Pre K-12 program, School Nurse, and substitutes working at least sixty (60) consecutive days in one specific teaching position, whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis.

B. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Library Aide, substitutes not expressly included, and temporary employees, non-teaching employees, non-certificated employees, confidential, supervisory or management-level employees as defined in Section 4117.01 of the Ohio Revised Code, and all other employees are excluded from the bargaining unit.

C. The Employer recognizes further that any newly created position for employees meeting the requirements specified in Section A of this Article for bargaining unit members will also be part of the unit.

D. The Employer further represents that there are no professional, certificated, non-supervisory confidential employees at the time of the signing of this Agreement and that it will not in the future make a bargaining unit member a confidential employee of the purpose of removing that employee from the unit.

E. DEFINITIONS

1. "Days" mean calendar days except when otherwise indicated in this Agreement.

2. "NEA" means the National Education Association.

3. "DEA" means the Delphos Education Association.

4. "OEA" means the Ohio Education Association.

5. "Teacher" means the same as Employee, i.e., a member of the bargaining unit.

6. "District" means the Delphos City Schools.

ARTICLE II - NEGOTIATIONS PROCEDURE

A. EXCLUSIVE PROCEDURE

Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures.

B. REQUESTS

If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party no more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement. At the first bargaining session both parties shall submit their complete proposals for a successor agreement. Neither party may submit additional issues for collective bargaining after submitting its initial proposals.

C. REPRESENTATION

Representatives of the Board and representatives of the Association shall meet to negotiate in good faith. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. NEGOTIATIONS

1. Location - Meetings will be held at a mutually agreeable site.

2. Dates and Times - Meetings will be scheduled by mutual agreement as necessary. Sessions shall be four (4) hours maximum, except when extended by agreement of the parties. Date and time of the meeting shall, if possible, be agreed upon before the close of each session.

3. Representatives - The bargaining committees will consist of no more than six (6) individuals in addition to the chief negotiator designated by each party. Additional representatives for both parties may be added by mutual agreement to address specific issues. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

4. Chief Negotiator - There shall be only one spokesperson for each party, except that he or she may, on occasion, request a team member of the bargaining committee to address a specific issue. It is understood that no tentative agreement on any Article or the entire contract, oral or written, is effective unless specifically agreed upon and initialed by the chief negotiators for both parties. Any agreement which is not thus approved by the chief negotiators is ineffective.

5. Caucus - The chief negotiator of either party may recess his group for independent caucus of reasonable duration at any time.

6. Written Proposals and Material - All written proposals and material shall be submitted in sufficient quantity to provide copies for each of the other party's bargaining team, if possible.

7. Agreements - Articles and materials agreed to by the parties will be reduced to writing, duplicated, dated and initialed by the chief negotiators as tentative agreements. It is understood that such tentative agreements, although not finally resolved, shall not be amended without express mutual consent of the parties' chief negotiators. The Articles shall not become officially enforceable until the entire Collective Bargaining Agreement has been reduced to writing and ratified by both parties.

   When tentative agreements are reached on all Articles to be included in the parties' contract, the Association's bargaining committee shall present the Final Agreement to its membership for ratification. The Association's bargaining committee shall then notify the Board's chief negotiator about the result of the ratification vote. The Board's bargaining committee will then present the Agreement to the Board of Education for their ratification. The Board's chief negotiator will promptly notify the Association's chief negotiator of the Board's action.

8. Recording - No mechanical or other recording devices shall be used during the negotiation sessions. Each party is responsible for its own notes.

9. Media - The parties agree that during the period of negotiations and prior to reaching an agreement or going to impasse, the contents of the negotiations shall not be released to the news media unless such issuance has mutual consent. Progress reports may be made to the represented bodies of either negotiating team at the discretion of the team.

E. DISAGREEMENT

1. In the event the parties are unable to reach agreement, the parties agree to proceed as set forth below.

2. If the parties fail to reach complete agreement on the successor contract by forty-five (45) days before expiration of the current Agreement, either party may request the appointment of a mediator from the Federal Mediation and Conciliation Service. The mediator shall meet with the parties as he/she deems appropriate in an attempt to resolve the disputed issues.

3. Costs and expenses which may be incurred in securing and utilizing the services of the neutral third party shall be shared equally by the Board and the Delphos Education Association.

4. If the parties have not reached complete agreement on a successor contract by the conclusion of the stated impasse procedure, then the Association may proceed in accordance with Ohio Revised Code 4117.14(D)(2) (Strike) and the Board may implement its last offer. During such process, the mediator may continue to work with the parties as he/she deems appropriate.

5. This procedure of Article II.E is the parties' mutually agreed alternative dispute resolution procedure and supersedes the dispute resolution procedures of O.R.C. 4117.14(C)(2-6).

ARTICLE III - MANAGEMENT RIGHTS

A. Except as specifically modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other administrators, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio and of the United States, including, by way of illustration, management's rights to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate teachers for just cause; lay off, nonrenew, transfer, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the School District as an educational unit; effectively manage the work force; take actions to carry out the mission of the School District; determine the work hours of teachers and the instructional hours and determine grading periods for pupils; and direct, assign, and schedule pupils.

B. So long as the Board and administration comply with the specific and express terms of this written Agreement, the Board shall have no obligation to bargain with the Association during the term of this Agreement, whether or not Board or administration decisions of their implementation affect the wages, hours, terms and/or other conditions of employment of members of the bargaining unit.

ARTICLE IV - ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organization rights:

A. USE OF SCHOOL BUILDINGS AND EQUIPMENT

The Association will have the right to use school buildings at reasonable times as long as the use does not interfere with a previously scheduled use of the building. The principal of the building in question will be notified no less than forty-eight (48) hours in advance, whenever possible, of the time and place of all such meetings. The Association shall pay the cost of extra cleaning or set up expenses, if any, as may be deemed necessary by the principal.

B. RIGHTS OF ACCESS TO MEMBERS DURING SCHOOL HOURS

Duly authorized representatives of the Association and its respective affiliates are required to check in at the building office following the same protocol as any other visitors to the property. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, so long as members involved in such will not interfere with normal teaching or assigned duties.

C. The Association may have reasonable use of school equipment, including computers, copiers, and electronic communications systems, when such equipment is not otherwise in use. The Association and its members have no assurance of privacy in the use of school computers, copiers, and electronic communications systems.

D. A directory of names, assignments, work locations, and non-confidential mailing addresses and listed telephone numbers, if available, of all newly hired teachers shall be provided without cost to the Association no later than September 1 of each school year and a complete list of all teachers by September 15.

E. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Use the inter-school mail system, school technology resources, including use of the school email system, to distribute material.

2. Use in each building a reasonable amount of space of existing facility bulletin boards located in areas readily accessible to and normally frequented by teachers.

3. Use of school public address system for Association announcements in accordance with administrative procedures.

4. Make brief announcements at the end of faculty meetings.

5. The Association will select or appoint members as representatives to any committee which impacts the wages, hours, or terms and conditions of employment of employees.

F. PAYROLL DEDUCTIONS

Deductions will be taken from the first and second monthly paychecks. The following payroll deductions will be provided at no cost to the employees:

1. Association Dues

   a. Teachers may at any time until October 21 sign and deliver to the Board an authorized form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

   b. Such deductions shall be made in equal amounts, beginning for all individuals so authorizing with the first paycheck in November and continuing through the last pay in June. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher.

   c. No teacher is required to be a member of the Association or to pay any fee to the Association as a condition of employment with the Board.

2. Credit Union

3. Income Protection Insurance

4. Tax Sheltered retirement plans per Board adopted list of planned providers.

5. Political/FCPE Contributions: The Treasurer shall deduct designated political contributions in accordance with Ohio Revised Code §3313.262.

6. Additional Insurance Plans

G. PRINTING AND PROVIDING COPIES OF THE CONTRACT

The administration will provide a copy of this contract to each school building in the School District at the time of this Agreement. Copies will be retained in the office of each principal. In addition, each teacher will be provided with a copy of this Agreement, the cost of which will be borne equally by the Board and the Association.

H. SCHOOL BOARD

1. Meeting Notice and Agenda - The President(s) of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board.

2. Minutes and Other Public Documents - The President(s) of the Association will be supplied with minutes of all regular and special Board meetings. Upon written request, the Board will furnish the Association with a copy of the monthly financial statement of the receipts and expenditures of the School District.

I. The rights granted herein to the Association shall not be granted or extended to any competing organization.

J. ASSOCIATION LEAVE

The Board shall authorize up to a maximum of three (3) total days of absence without loss of pay per year (September 1 through August 31) to the Association President or his/her designee to attend Association meetings, conferences, or conventions. Such leave may not be used for meetings, conferences, or conventions of any other teacher organizations. To be valid, an advance request of seventy-two 72 hours for use of this leave must be submitted by the President of the Association to the Superintendent or his/her designee.

K. NON-DISCRIMINATION

There shall be no discrimination for exercise of employment rights nor in the application of this collective bargaining agreement based on race, color, creed,

national origin, age, sex, religion, ancestry, marital status, sexual orientation, gender expression, handicap, veteran status, political affiliation, or union activity.

Further, all personally identifiable and medical information relating to any of the above shall be considered confidential information and will not be released except as required by local, state, or federal law. The Board shall uphold and respect each employee's right to privacy and constitutional rights as citizens.

ARTICLE V - GRIEVANCE PROCEDURE

A. PURPOSE

The grievance procedure is the exclusive procedure to deal with all alleged violations and labor disputes arising under this Agreement. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. Grievances must not be used as a means to gain contract concessions unsuccessfully bargained for during negotiations.

B. DEFINITIONS AND TERMS

The following definitions and terms apply to this Article:

1. The word "day" or "days" means generally scheduled teacher workdays during the regular school year. During the summer, it shall mean Monday through Friday excluding federally recognized holidays.

2. A "grievance" is a claim by a teacher or a group of teachers or the Association that the Board or an administrator has violated, misinterpreted or misapplied a specific and express term of this written Agreement.

3. If a teacher fails to file a written grievance or to appeal a grievance to the next step by the stated guidelines, then the grievance shall be considered waived.

4. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the teacher is entitled to appeal to the next step.

5. A teacher may be accompanied at any stage of the grievance procedure by a representative of his or her choice. When a teacher has a representative present, management shall have the right to have a representative present.

6. A teacher may present grievances and have them adjusted, without the intervention of the Association. If a teacher proceeds with a grievance without the assistance of the Association, the administration shall notify the President(s) so that the Association may be present to represent the contract beginning at Step 2 of the grievance process.

7. Hearings and conferences under this procedure will be held after regular school hours or during non-working time of the personnel involved. Any investigation or processing of a grievance by the grievant or representatives shall be conducted so as to result in minimum interference or disruption of the instructional program and related work activities of the teaching staff.

C. PROCEDURE

The following procedure will be used in processing a grievance:

STEP ONE: A person with a grievance shall first discuss it with his principal or immediate supervisor within fifteen (15) days of the date of the incident giving rise to the grievance, with the objective of resolving the matter informally.

STEP TWO: If the grievant is not satisfied with the informal attempt to resolve the grievance, he or she must submit the grievance in writing on an appropriate grievance form to the building principal. All grievances, in order to be effective for consideration by management, must contain in writing the name of the grievant, the specific condition or occurrence on which the grievance is based, the date or dates of the occurrence of the conduct or condition on which the grievance is based, the particular Article and Section of this Agreement which the grievant claims have been violated, the specific relief sought and the signature of the grievant. Appropriate grievance forms shall be made available in each principal's office (Exhibit J). The written grievance must be filed with the building principal within five (5) days from the informal conference in Step One. The building principal shall respond to the grievance in writing within five (5) days of its submission to him.

STEP THREE: If the teacher is not satisfied with the building principal's disposition of the grievance, the teacher may appeal to the Superintendent by filing a written appeal of the grievance within five (5) days of the teacher's receipt of the principal's response. The Superintendent shall hold a meeting with the teacher to discuss the grievance and its possible resolution within five (5) days of the submission of the appeal. The Superintendent shall make his written response to the appeal within five (5) days of the meeting. Any grievance which concerns a decision from the central office and which is not within the power of a

building principal to change may be submitted directly to the Superintendent at Step Three as the initial step.

STEP FOUR: Arbitration.

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Three, he/she may, within five (5) days after the decision is rendered, request in writing to the Association that his/her grievance be submitted to arbitration.

2. The Association may within five (5) days after receipt of the request, submit the grievance to arbitration by so notifying the Board in writing.

3. The Board and the Association shall, within five (5) days after the written notice is received by the Board, select jointly an arbitrator. If the parties are unable to agree on an arbitrator within five (5) days, the Association within seven (7) calendar days will send a written request for a list of arbitrators to the American Arbitration Association, and an arbitrator shall be selected in accordance with AAA's voluntary rules.

4. The arbitrator's decision shall be binding on all parties and not reviewable in any court.

5. All costs and expenses for the services of the arbitrator shall be shared equally by the Board and the Association.

D. THE ARBITRATOR'S AUTHORITY

The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. The arbitrator shall follow the procedural rules established by the American Arbitration Association. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the administration, the Association and the grievant(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, or add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so

submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

ARTICLE VI - EMPLOYMENT PRACTICES

A. LIMITED AND CONTINUING CONTRACTS

Contracts for the employment of teachers shall be of two types: limited contracts and continuing contracts. A limited contract is a contract for one (1) year or a specified number of years. Under a limited contract, a teacher has no vested right to reemployment after the expiration of the term provided for in the contract. The Board must grant limited contracts to teachers who hold only provisional or temporary teaching certificates/licenses.

A continuing contract remains in effect until the teacher resigns, elects to retire, or until the contract is terminated or suspended. All teachers currently employed under continuing contracts at the time that this Agreement is made effective shall continue to be employed under continuing contracts, until one of the aforementioned events occurs.

B. CONTRACT SEQUENCE

1. Upon initial hiring of a teacher, the contract of employment shall be for a term of one (1) year; thereafter limited contracts will be offered as follows:

    a. If upon the principal's evaluation of the teacher's performance after the first year of employment, the evaluation rating is Accomplished, Skilled, or Developing the second contract will be for two (2) years. If the evaluation rating is Ineffective, the improvement plan outlined in the Ohio Teacher Evaluation System Exhibit A shall be followed.

    b. If, upon the principal's evaluation of the teacher's performance under the second and later contracts, the evaluation rating is Accomplished, Skilled, or Developing, the subsequent contract will be for three (3) years. If the evaluation rating is Ineffective, the improvement plan outlined in the Ohio Teacher Evaluation System Exhibit A shall be followed.

    c. A teacher may opt for a shorter contract than that offered by the Board.

2. Teachers new to the system with previous teaching experience outside the District shall be placed on the proper step and educational level in accordance with their prior experience and training, including service credit for military service and teaching service in chartered, non-public schools in Ohio, with experience limited to a maximum of fifteen (15) years exception to this may be made at the discretion of the Superintendent, and may be offered the initial contract of up to two (2) years duration at the discretion of the Superintendent. Effective for all new hires after July 1, 2024. Subsequent contracts to such staff members shall follow the contract sequence noted above. Any and all retired/rehired teachers shall be placed at no higher than Step 5 on the salary schedule, with advancement no higher than Step 5.

3. For purposes of seniority and benefits, the individual contract year shall begin on the teacher's first workday in the school year and shall end on the day preceding the first teacher workday of the next school year; provided, however, that a teacher's valid resignation shall be effective according to its terms and that a suspension of contract shall be effective as provided in the Board's resolution.

C. NONRENEWAL

1. Nonrenewal of contract shall be done in accordance with the Ohio Revised Code except that the terms of this Agreement shall prevail to the extent inconsistent with statute.

D. RESIGNATION

A teacher who intends to resign his or her position will make every effort to notify the Superintendent as early as possible, but in any event must so notify the Superintendent by July 10 of the school year prior to the effective date of the resignation. No teacher shall resign his or her regular teaching employment during the school year, or later than July 10, effective for the following school year, without the consent of the Board. Violation of this provision is grounds for the Board to file a complaint against the teacher with the State Board of Education.

E. TERMINATION OF CONTRACT

The Board may terminate the employment of a teacher for gross inefficiency, or immorality, for willful and persistent violations of rules or policies of the Board, or for other just cause. Before terminating any contract, the Board will comply with the notice and hearing provisions of O.R.C. §3319.16.

F. ASSIGNMENT/TRANSFER/VACANCIES

Unless otherwise notified, any member of the certified staff under contract from the previous year will have the same assignment in regards to building or buildings, grade level, or department in which services are to be rendered. Every effort will be made to notify each teacher of his/her assignment by June 15 or if conditions do not permit such notification, then every effort will be made to notify teachers by June 15. Employees involved in a change will be notified in writing.

The Superintendent shall post vacancies, including vacancies in supplemental positions through school email accounts. To apply for vacancies, present staff shall have eight (8) working days after postings with the exception of the time period between August 1 and the start of each school year. The vacancy will be posted internally and externally concurrently with all internal candidates who holds a valid license for the vacancy or is able to show proof of obtaining a valid license for the vacancy being considered and interviewed first.

In selecting a candidate to fill a vacancy or make a transfer, consideration shall be given to: individual qualifications, instructional requirements, staff availability and experience, special criteria established by the administration to achieve staff balance or better staff utilization. These considerations being equal the vacancy shall be filled on the basis of seniority and experience within the school system.

G. EVALUATION PROCEDURE

Evaluation of teachers shall be conducted using EXHIBIT A except for non-qualifying teachers (EXHIBIT L).

Evaluation of teachers under limited contracts shall be conducted pursuant to R.C. §3319.111 except that:

1. The established evaluation instrument shall become a part of this document and continue in effect.

2. The second evaluation may be conducted and completed between January 1 and April 1 so long as it is conducted at least 30 working days after the first evaluation.

This procedure supersedes and replaces any contrary provisions of state law.

The Association President and Superintendent shall each appoint two members to a committee to review the evaluation instrument and make recommendations to revise that instrument. If no agreement is reached on recommendations, the current instrument shall continue to be used.

A counselor's evaluation, including all observations, summative evaluations,

timelines and procedures, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric.

H. PROFESSIONAL PERSONNEL RECORDS

1. The Board shall maintain only one (1) file on each employee. This file shall be the employee's personnel file and shall be maintained in a secure, accessible area in the office of the Superintendent. This shall not preclude the Treasurer's office from maintaining documentation of an employee's expense vouchers and leave records. Should a principal choose to maintain documents relative to a particular teacher, such documents shall be subject to this subsection, but no such document can be made a part of the official file on the teacher unless and until it is transferred to the Superintendent's office.

2. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein. A teacher may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her files. If any other third party seeks access to a teacher's personnel file, the Board agrees to notify the affected teacher the day of request and/or access by school email.

3. Teachers shall have the right to submit a written commentary to any material placed in the file and such written comment shall be attached to the item in the file.

I. CLASS SIZE

1. The ratio of teachers to pupils on a District-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3301.35.05 of the Revised Code.

2. The ratio of teachers to pupils in kindergarten through fourth grade on a District-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3301.35.05 of the Revised Code.

3. A minimum of five full-time equivalent educational service personnel shall be employed on a District-wide basis for each one thousand pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3301.35.05 of the Revised Code.

4. Educational service personnel shall be assigned to at least five of seven areas: counselor, librarian, school nurse, visiting teacher, and elementary art, music, and physical education. Educational service personnel assigned to elementary art, music, and physical education shall hold the special teaching certificate in the subject assigned.

5. The principal and guidance counselors will meet with laboratory teachers to review appropriate scheduling of students in light of the lab size.

ARTICLE VII - REDUCTION IN FORCE

A. The Board may determine that a reduction in the number of teaching positions is necessary because of declining enrollment, return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District or for financial reasons. Implementation of such reductions may be accomplished by nonrenewal of limited contracts of teachers under the Ohio Revised Code or by suspension of contracts under O.R.C. §3319.17. The Board shall not make a reduction in force effective during the end of a semester.

B. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so, i.e., the number of persons affected by reduction of staff will be kept to a minimum by not employing replacements for teachers who retire, resign, or whose contracts are not renewed. The employment of replacements for some positions may be necessary, however, in the event that teachers in the system do not possess the necessary certification and qualifications for a position that needs to be filled.

C. ORDER OF LAYOFFS

1. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, rank teachers into two groups as follows:

   a. Nontenured teachers.

   b. Tenured teachers.

2. Preference shall be given to teachers on continuing contracts and to teachers who have greater seniority, that is, layoffs will proceed first with the nontenured teachers who have the least seniority. Tenured teachers with the greatest seniority will be the last to be laid off. Seniority will be calculated based upon the teacher's service with the Board, which shall be determined as follows:

a. Service will be computed from the first regular, paid, workday with the Board.

b. Service shall be included in computing seniority regardless of illnesses, vacation or leaves of less than one hundred twenty (120) days in a school year.

c. Service before and after breaks in service of one hundred twenty (120) days or more due to leaves of absence shall be included in computing seniority.

d. Service at less than five and one-half (5-1/2) hours with students per day will be computed at half the normal rate.

If two (2) or more members were hired at the same Board meeting and have the same amount of teaching service, seniority will be determined by the selection of playing cards. Each member will select one (1) card from a deck of playing cards containing Ace through King (Ace being the lowest card and King being the highest card in the deck). The member who selects the highest card will be placed in highest seniority before the other member(s). The Association Presidents and Superintendent/designee shall be present to document the process.

3. The Superintendent shall, along with the notice of intention to suspend, provide an up-to-date revised seniority list to the Association and the staff affected by the intended suspension. Disputes over a staff member's seniority status shall be subject to the provisions of the grievance procedure.

4. When a vacancy has been determined to exist, no substitute staff members or any other person new to the system shall be hired as a full- or part-time staff member until all of the present staff members qualified to hold the opening have been given the first opportunity to accept said position. The Superintendent shall have the sole prerogative to determine whether a vacancy exists and whether to fill it, including the determination not to treat a regular teacher's leave as a vacancy if the leave is for less than one entire school year.

5. If the Board considers suspending a teacher's contract through reduction in force, it will authorize the Superintendent to notify the teacher in writing at the earliest practicable time but in no event less than twenty (20) days prior to formal action by the Board, that suspension of his or her contract is being considered. Such initial notification will be in the following form: "This is to notify you that suspension of your contract of employment is under consideration due to reduction in staff." A teacher who is so notified

and who has the same length of continuous employment as one who is retained may request a statement of the reasons for the decision.

D. RECALL

In recalling suspended teachers to vacancies under O.R.C. §3319.17 the Superintendent shall send the teacher a written offer of employment by certified mail return receipt requested to the teacher's most recent address on school records. It is the teacher's obligation to keep his or her address and status of certification current on School District records. If the teacher does not accept the offer in writing within fifteen (15) days following the posting of the letter, then his or her name shall be removed from the recall list and the job shall be offered, in the same manner, to the next most senior teacher on the list who holds the necessary certification. Failure to accept a recall offer will be treated as a resignation by the Board, notwithstanding, however, that refusal to accept an offer of a temporary position would not be treated as a resignation. Teachers with an "ineffective" rating in two of the last three OTES evaluations will not have recall rights.

ARTICLE VIII - LEAVES OF ABSENCE

A. SICK LEAVE

1. All full-time bargaining unit members shall be entitled to fifteen (15) days' sick leave with pay for each year under contract and shall accrue sick leave in accordance with the provisions of 3319.141, at the rate of one and one-fourth (1-1/4) days for each calendar month under contract.

   All part-time, seasonal, intermittent, per diem, or hourly certified employees shall be entitled to sick leave credit for the time actually worked at the same rate as that of a full-time employee.

   Unused sick leave earned shall accumulate from year to year up to a maximum of 235 days.

   Sick leave shall be used prior to the use of the Family Medical Leave Act and the Bargaining Unit member shall have the option of specifying either sick leave or FMLA leave.

2. Pursuant to 3319.141 and 3319.08, each new unit member and members who have exhausted their accumulated sick leave shall be advanced with up to fifteen (15) days of sick leave. If any of these fifteen (15) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year.

If a unit member ends Board employment using advanced sick leave and not earning same, he/she shall have the per diem amount deducted for said unearned sick leave from the last paycheck issued by the Board.

3. Sick leave accumulated in the District during any previous periods of employment with the Board or in any other School District, state, county or municipal government agency in the State of Ohio, shall be transferable to the record of a teacher, up to the maximum allowable accumulation in this District, upon presentation of proper verification by the employee.

4. Professional staff members absent when school is cancelled or otherwise not in session shall not be charged with sick leave.

5. Sick leave may be used for any absence of the employee due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or to school children and for any absence due to illness, injury, or death in the employee's immediate family.

6. The immediate family includes any person who is a member of the immediate household, father, mother, sister, brother, husband, wife, child, grandparent, grandchild, uncle, aunt, in-laws bearing any of these relationships, legal guardian, domestic partner, foster or step-parent and foster or step-child bearing any of these relationships.

7. The unit member shall log in and report Sick Leave on the Digital Platform, within seven (7) workdays of date of return.

    a. If a Bargaining Unit member is given duty restrictions by a physician, the Unit Member must supply a return to work document before resuming duties.

    b. If a Bargaining Unit member is off five (5) or more consecutive working days because of surgery or injury, the Unit Member must supply a return to work document before resuming duties.

8. No sick leave shall be granted or credited to a teacher after the effective date of his/her retirement or termination of employment.

9. When a unit member becomes aware of a need to use sick leave, he/she shall notify his/her building principal or the principal's designee so that arrangements can be made for a qualified substitute.

10. A certificated employee who is unable to perform satisfactorily the duties of his/her position because of personal illness or disability shall upon

written request be granted a leave of absence, upon verification by a qualified physician, without pay for the remainder of the year or for a full year. Such leave of absence will be renewed for an additional year upon written request by the teacher and with a physician statement that said leave is necessary.

The Board may require a teacher to submit to a physical or psychiatric examination at the Board's expense by a physician or other doctor to determine whether a physical or mental disability exists, which impairs the teacher's ability to perform his or her job efficiently. The doctor shall be mutually agreed upon by the teacher and the Board; or the teacher may choose from a list provided by the Board. If the doctor certifies that the teacher cannot perform his or her job because of physical or mental disability or that, because of his or her physical or mental condition the teacher is dangerous to self or others, the Board may place the teacher on an unpaid leave of absence.

B. PARENTAL LEAVE

1. Parental Leave- Teachers may use accumulated sick leave and extended illness leave as set forth in this Section for pregnancy, miscarriage, or childbirth and recovery therefrom. The length of such leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the teacher and the teacher's doctor.

2. Maternity Leave- The District shall grant, upon request, an unpaid leave of absence to a pregnant teacher during the period of her pregnancy, childbirth, and recovery. The teacher may utilize the provisions of the Parental Leave Section of this Article when the provisions of that Section apply to her.

3. Child Care Leave - A leave of absence shall be granted to a teacher without pay for the purpose of raising his/her natural or adopted child. Such leave shall normally be for no more than twelve (12) months duration. The District and the teacher may agree to extend the period of the leave beyond twelve (12) months in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester. The District may grant an extension of the leave for up to an additional twelve (12) months.

4. Paternity Leave- Upon request, a teacher may use accumulated sick leave for the birth of his child and the immediate care and/or recovery therefrom.

C. PROFESSIONAL LEAVE

1. Professional Development

All teachers may join educational professional organizations. These include DEA, OEA, NWOEA, NEA and departmental organizations.

Teachers are encouraged to take two (2) days of professional leave per year for the purpose of enhancing educational skills, expanding knowledge in their teaching field and becoming more effective as teachers. Additional professional leave may be granted at the discretion of the superintendent.

2. Request for Leave

Professional staff members on professional leave shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Request for professional leave shall be submitted on the digital platform at least ten (10) working days prior to the requested leave. After consideration, the principal will forward the request to the Superintendent. The Superintendent may approve requests for one-day meetings. However, when the absence of the principal causes the untimely filing of a professional leave form, the form may be submitted directly to the Superintendent.

Exception to the ten (10) -day advance notice may be allowed if the employee can demonstrate they did not receive adequate advance notice.

3. Reimbursement Requests

Reimbursement will be paid on a first-come first-serve basis up to the amount allocated by the Board for the fiscal year for the actual, necessary, and reasonable expenses of:

a. Use of privately owned automobile for up to five hundred (500) miles, excluding travel to and from district buildings of required travel related to teaching duties at the IRS rate that is in effect.

1. The Superintendent or designee may authorize additional mileage reimbursements for travel related to the Board's vocational program, supplemental activities, and for coaches transporting students to and from scheduled events.

2. The superintendent or designee may authorize additional mileage reimbursements for travel related to traveling teachers and other district professional obligatory events or activities.

b. Airline, train, or bus tickets fare which is supported by receipts, if less expensive overall to the District than travel by car.

c. Necessary and actual expenditures for meals and lodging as supported by receipts up to the limit annually adopted by the Board.

d. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and any other approved expense necessary to the conduct of official School District business which is supported by receipts.

e. Digital platform reimbursement forms are recommended to be submitted to the Superintendent within ten (10) days following the leave but must be submitted to the Superintendent by thirty (30) days in order to be reimbursed.

f. Should the leave be disapproved solely for cost reasons, the teacher requesting said leave may take the leave without loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any.

g. All requests for professional leave will be made on the Digital Platform. The Board shall notify the Association of reductions in the amount allocated. The Board shall notify the Association of reductions in the amount allocated.

D. PERSONAL LEAVE

A teacher shall be granted up to four (4) days of leave with pay, without deduction from other leave benefits, in order to take care of personal business which cannot be taken care of in off-duty hours, without having to state any reasons other than personal business for the taking of such leave, provided that seven (7) days' prior notice is given to the principal or other immediate supervisor. Approval with less than seven (7) days' notice shall be granted for emergency situations. All other request will be at the discretion of the Superintendent. Personal leave will not be allowed for seeking other employment or for working other employment. No more than ten percent (10%) of the teachers District-wide may take personal leave on the same day (rounded up to the nearest whole).

E. ASSAULT LEAVE

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, police and courts. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher for an absence due to physical disability resulting from an assault in connection with their employment mentioned in this Article shall not be charged against the teacher. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.

F. JURY DUTY LEAVE

Members of the bargaining unit upon notification to the Superintendent shall be eligible for leave for the number of days or partial days needed to serve for jury duty or as a subpoenaed witness to a jury or court. Upon submission of proof of jury service the teacher shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved. Such leave shall not be deducted from sick leave and shall be in accordance with O.R.C. §2313.34 and §3313.21.

G. SABBATICAL LEAVE

Teachers who have been employed in the District for a period of five (5) consecutive years immediately prior to the year of sabbatical leave will be eligible to apply for a sabbatical leave for either one-half year (a semester) or one full year (two consecutive semesters). Sabbatical leave may not exceed a period of one year. The Board may authorize sabbatical leave when it deems such leave of absence to be reasonable, for good cause, and of benefit to the District as well as to the individual.

Applications for sabbatical leaves for the first semester or for full year beginning with the first semester must be submitted to the employer prior to February 1 of the previous school year. Applicants for sabbatical leave for the second semester shall be submitted by October 1 of the school year.

Sabbatical leave will only be granted subject to the following restrictions:

The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the District at the end of the leave for a period of at least one year. The Board will not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

H. UNPAID SHORT-TERM LEAVE

Bargaining unit members may request a short-term unpaid leave of absence for up to five (5) consecutive workdays in a school year provided that the unit member has completed five years of service with the School District. Such days do not accumulate from year to year.

The short-term unpaid leave may be granted for unique personal circumstances not applicable to the conditions otherwise outlined in Article VI, Leave of Absence. The leave may be approved upon written application by the employee to the immediate supervisor with such application being filed at least forty-eight (48) hours in advance of the requested leave. The written application shall state the reason for the leave being requested by describing the personal circumstances which are essentially beyond the control of the employee with an indication that the leave cannot be taken at a time when school is not in session. The immediate supervisor will forward the leave request with a recommendation of approval or denial to the Superintendent/designee of Schools. Final action on the leave request will be made by the Superintendent/designee of Schools. In no case shall short-term unpaid leave of absence be granted to more than ten (10) percent of the members of the bargaining unit in the building at one time.

I. RIGHTS WHILE ON LEAVE

Employees on paid leave shall be credited with sick leave at the statutory rate; shall be recognized as full-time employees and treated as such for all fringe benefit purposes and the Board shall continue to make all contributions on their behalf during the period of paid leave. A teacher shall not earn sick leave, personal leave or service credit on the salary schedule (increment) while on sabbatical leave or any approved unpaid leave.

J. RETURN FROM LEAVE

The taking of approved leave shall not deprive any teacher of any accrued seniority. Seniority shall not accrue for any absence of one hundred twenty (120) days or more. A teacher returning from leave shall resume the sick leave and service credit which he or she had accumulated immediately before beginning the leave.

No teacher shall be placed at any advantage or disadvantage in returning to a teacher position as a result of his or her absence. Upon return to duty, the administration shall make every reasonable effort to ensure said professional staff member with the same class assignment, teaching assignment, building assignment and supplemental duty assignment, if any, as held immediately prior to the paid leave. Article VII of this Agreement governing Reduction in Force applies in the event that the position no longer exists and Article VI.E. of this Agreement governing Assignment/Transfers/Vacancies applies in the event that the position is no longer available.

If the Board becomes obligated to pay STRS contributions for a teacher due to unpaid leave, the teacher must reimburse the Board for that cost.

K. PAYMENT FOR NON-USE OF PAID LEAVE

1. Any teacher who uses no sick leave in any nine (9) week period will be compensated at the rate of $100 per nine weeks. The attendance bonus shall be paid on the second pay schedule following the end of the quarter.

2. Teachers will be compensated at the rate of $100 per day for up to four (4) and any half (0.5) days of unused personal leave not to exceed four (4) total days. The personal leave compensation shall be paid on the second pay in June.

L. FAMILY LEAVE

1. A teacher may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.

2. A teacher desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice to the Superintendent that he or she will use family leave must specify that "Family Leave" will be the type of leave taken.

3. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in life, dental, and health insurance. The teacher

must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay his or her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.

4. Instead of taking family leave, a teacher may opt to take other forms of unpaid leave under this Article if eligible for the particular type of leave. However, a teacher is not eligible to take unpaid leave under Article VIII (B)(3) (Child Care Leave) if, during the preceding twelve (12) months, the teacher has taken family leave.

ARTICLE IX - TEACHER WORKDAY

A. LENGTH

The school day shall include thirty (30) minutes duty free lunch on each day the teacher works the full seven and one-half (7.5) hour teacher workday. The school work day shall be seven and one-half (7.5) hours and fall between 7:30 a.m. and 3:30 p.m. including at least a thirty (30)-minute duty free lunch period. Teachers shall arrive on duty fifteen (15) minutes before the opening bell and remain in the building fifteen (15) minutes after the closing bell.

B. DELAYED SCHEDULE

On days of delays whether a two (2)-hour delay or three (3)-hour delay, the school day will not be extended beyond the regular scheduled student release time and the teacher workday will not be extended beyond the scheduled 3:30 p.m. time. Each teacher will assume his or her respective share of additional activities that are related to the instructional program. -

C. ACTIVITIES OUTSIDE THE WORKDAY

The Board may require teachers to attend in-service training, faculty meetings, open-house meetings and the like outside the normal on-duty hours up to a maximum of four (4) times.

D. PLANNING TIME

Each teacher who is scheduled for the full seven and one-half **(7.5)** hour teacher workday daily shall have at least two hundred (200) minutes per week of instructional planning and evaluation and conferences.

E. PERIOD SUBSTITUTE PAY

1: A teacher who substitutes during his/her planning period shall be paid $30 for each period of coverage. A teacher shall not be asked to cover a class or supervision during ~~her/his~~ his/her duty free lunch.

2. Within ten (10) days after the start of each school year, all teachers shall be canvassed and a roster shall be made indicating each teacher willing to substitute during his/her planning period(s). A teacher whose name appears on said roster may be required to substitute during his/her planning period on any given school day unless extraordinary circumstances make such substitution impracticable. Extraordinary circumstances may include, but not be limited to, a pre-scheduled parent conference, a need to prepare a test or set up an experiment for that school day. Once a teacher substitutes during his/her planning period, the teacher will be placed at the bottom of the list so that others will have an opportunity to receive substitute pay.

3. A teacher will not be asked to substitute during a planning period if he/she is not on the roster unless all roster options have been exhausted.

4. A teacher shall not be reassigned to cover an absent teacher from his/her normal assigned schedule. In case of emergency, when no other teachers are available, a teacher may be asked to cover up to three (3) periods or three (3) hours in addition to their current duties with his/her consent.

ARTICLE X - TEACHING CONDITIONS

A. JOB DESCRIPTION FOR ALL SUPPLEMENTAL ACTIVITIES

Evaluation for such supplemental activities shall be based only upon job performance as described in the job description and shall be reduced to writing. Any such written evaluation will be made at the conclusion of each session or year of the activity. The evaluation will be completed by the building administrator and/or athletic director, with the Superintendent ultimately recommending to the Board whether to reemploy the individual for the supplemental duty. Each of the parties participating in the evaluation will place their signatures on all copies of the final evaluation report.

Signing such documents acknowledges only that the teacher has examined said documents, and it is not to be construed as an endorsement of the contents of the documents. Any comment or rebuttal the teacher may wish to make shall be reduced to writing and will become a part of the report.

A copy of the evaluation will be forwarded to the Superintendent of Schools and made available to all members of the Board. Once established, job descriptions will not be changed during the term of any such supplemental contract except by mutual written agreement between the Board and the Association under the terms of the negotiations agreement. Teachers shall be notified of all pending

changes prior to issuance of a teaching contract or salary notice of the ensuing year.

Payment for extracurricular activities performed under a supplemental contract will be made at the completion of the activity, during the duration of the activity, or over the course of the year, at the option of the employee. No payment will be made prior to work completed.

B. CONTRACT YEAR & CALENDAR

The Superintendent will appoint three (3) members and the Association will appoint three (3) members to a committee to develop a school calendar for presentation to the Board in January. If agreement is not reached on the calendar, the Association and the school administration shall make recommendation to the Board for final adoption to the calendar.

The number of regular duty days required for teachers shall be one hundred eighty-two (182) days of which two (2) days or equivalent will be used for professional development and two (2) days or equivalent will be used for parent-teacher conferences. Days shall be scheduled for teacher-parent conferences on a District-wide basis. The administration in its discretion shall coordinate the disparity in schedules between the buildings' dismissal time. It is recognized that such coordination may mean that teachers in one or more buildings may have to remain in or return to the school to participate in such meetings.

Employees will be expected to arrive fifteen (15) minutes before classes begin on days when school is delayed. However, it is understood that good judgment and discretion must be exercised by employees to ensure a later safe arrival as conditions dictate. Teachers will not be expected to report for duty on days when the District is closed due to inclement weather. Scheduled teacher absences shall not count against the teacher when school is closed.

C. PERSONAL FREEDOM

The personal life of a teacher is not an appropriate concern nor attention of the employer. No negative evaluation of performance or disciplinary action shall be predicated upon lawful, non-school related personal activities, which have no impact upon the teacher's effectiveness as a teacher.

D. HEARINGS

A teacher shall at all times be entitled to have present a representative of the Association whenever requested to meet with the administration for the investigation or imposition of formal discipline for any infraction of rules or delinquency in professional performance. When a request for such

representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. LESSON PLANS

Teachers will leave plans for the purpose of aiding substitute teachers, and will not be used to evaluate teachers in any way.

F. COMPLAINTS AGAINST TEACHERS

No written reprimand will be placed in a teacher's personnel file unless the teacher first has received an opportunity for a conference with the Superintendent or his designee, at which the teacher may have his or her representative from the Association attend. At that conference the teacher or his or her representative will have the opportunity to challenge or rebut the allegations or otherwise explain the teacher's position. If a written complaint about a teacher from a parent, student, or member of the community is placed in the teacher's personnel file, the teacher will have the right to attach a written statement concerning the complaint. Complainants will schedule conferences with teachers through the building principal and the conference will not be scheduled during instructional time.

G. GRADES

Teachers shall have one (1) day from notice of midterm end before midterm grades shall be submitted. Teachers shall have two (2) full days from notice of quarter end before quarter grades shall be submitted. The midterm and quarter end dates will follow the dates determined upon by the Calendar Committee and the calendar adopted by The Board.

ARTICLE XI - SALARIES & FRINGE BENEFITS

A. INSURANCE

1. Health Insurance

   a. A High Deductible Health Care Plan (HDHP) and a Medium Deductible Health Care Plan (MDHP) will be offered to all employees.

   b. Each bargaining unit member will pay fifteen percent (15%) of the cost/month of a single or family plan for enrollment in the HDHP or the MDHP.

   c. All employees enrolled in the HDHP offered by the Board shall receive payment of $1,000/year for a single plan & $2,000/year for a family plan to a financial institution of the employee's choosing for enrollment

in a Health Saving Account (HSA). This payment shall be made in each year of this contracted agreement on the first payroll of January.

d. For all part time employees defined as 15-24.99 hours the board shall contribute 58% of the cost of premiums for all health care insurance.

2. Vision Care - The Board shall continue to provide and pay the full cost of vision care insurance equal to or better than the plan in effect in the previous (2021 – 2024) negotiated agreement. For all part time employees defined as 15-24.99 hours the board shall contribute 75% of the cost of premiums for all vision care Insurance.

3. Part-time employees will be defined as 15-24.99 hours.

4. Dental Insurance - The Board shall provide and each bargaining unit member will pay fifteen percent (15%) of the cost of family dental insurance protection offered through the Allen County Health Consortium (or equal or better plan if the Allen County Health Consortium ceases to offer dental insurance) for each certificated employee now or hereafter employed who is a member of the bargaining unit. For all part time employees defined as 15-24.99 hours the board shall contribute 58% of the cost of premiums for all dental insurance.

5. Life Insurance - The Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed with the face value amount of $30,000. For all part time employees defined as 15-24.99 hours the board shall contribute 75% of the cost of premiums for all life insurance.

B. COMPENSATION

1. Teachers shall be paid in accordance with their training and experience as set forth on the salary schedule attached hereto as Exhibit D with a base salary of $39,268 effective July 1, 2024 the first year of this Agreement, Exhibit E with a base salary of $41,274 effective the second year of this Agreement, and Exhibit F with a base salary of $42,923 effective the third year of this Agreement.

   a. In no situation shall any employee's salary be less than the previous year

2. The salary for index multipliers for supplementals shall be the base salary in effect each year for the duration of this agreement. Exhibits G, H, and I.

3. All hourly or extended service employees shall receive an increase in their compensation in direct proportion to the percentage increase in the teacher's salary schedule except to the extent shown otherwise on Exhibits G, H, and I.

C. PAY PERIODS

1. The contract year shall be divided into twenty-six (26) pay periods. Paydays shall fall on alternate Fridays throughout the school year.

   Deductions for absences in excess of one pay period of ten (10) working days which are not covered by sick leave, professional leave, personal leave, or other such leave policy shall be made equally over the remaining pay periods of that year.

   Retirement deductions will be made equally over the twenty-six (26) pay periods.

2. Paycheck/Pay Form Distribution

   a. Teachers shall receive electronic payroll deposit. Monies may be directed to a maximum of four (4) different repositories and/or accounts. Teachers may have pay stub paperwork sent to up to two (2) different email address locations or pick it up in the central office.
   b. If the scheduled payday is a legal holiday, electronic payroll deposits will be made on the last legal banking day prior to the holiday

D. SEVERANCE PAY

Severance pay will be paid to teachers with ten (10) or more years experience in the District upon termination of active employment by reason of retirement or death. Severance pay shall be in the amount equal to the teacher's per diem rate at the time employment is terminated (including any supplemental pay earned during that last school year calculated as a per diem spread over the entire school year) times one-fourth (1/4) of the teacher's accumulated unused sick leave, up to fifty-two (52) days by the employee at termination. Payment shall be made in one lump sum separate from regular salary payments due the employee. This payment will be made within sixty (60) days of retirement form the District.

E. RETIREMENT INCENTIVE

1. Statement of Plan

   The following retirement incentive policy is intended to provide incentive for early retirement. Participation in this plan is voluntary. Teachers who achieve thirty-

four (34) years of teaching experience, or age sixty-five (65) and ten (10) years experience, shall be eligible for the retirement incentive.

This plan does not apply to:

a. Those applying for and/or receiving disability retirement.

b. Those terminated by the Board for cause or where contracts are otherwise discontinued or suspended involuntarily.

2. Eligibility for Benefits

a. The certificated employee:

(1) Must have ten (10) or more years of service with the District in order to be eligible under this Plan;

(2) Must meet all eligibility requirements for retirement under the State Teachers Retirement System or will meet the eligibility requirements by June 30 in the year of retirement;

(3) Must retire by the close of the school year, as eligible.

3. Procedure for Acquiring Benefits

a. In order to obtain this special retirement incentive benefit, a teacher who will be eligible to retire during the year, or at the close of the school year, must submit a letter of resignation and intent to retire by March 1.

b. After receipt of the letter from the certified employee exercising this retirement option, the Board will verify that the applicant meets all of the requirements of the Plan, will approve the retirement if the applicant is eligible, and will issue a notice of approval within sixty (60) days of application. Neither the Board nor the certified employee may withdraw from this action after Board approval of the retirement.

4. Benefits

a. In addition to the severance pay currently provided under Article XI (D), all teachers meeting the requirements of and who retire in accordance with this Article, shall receive an additional amount equal to the amount of severance pay under Article XI (D).

b. Payments shall be made in a lump sum combined with the regular severance payment under Article XI (D).

5. Payment pursuant to this Article shall be made only once and shall eliminate all accrued and unused sick leave to the teacher's credit at the time of retirement.

6. The benefits provided above are exclusive and may not be included in salary computations for the purpose of determining STRS benefits.

F. BOARD PICK-UP

1. In accordance with the provisions of Internal Revenue Code Section 414(h)(2) and Internal Revenue Service Rulings 77-462, 81-35, and 81-36 (the "Pick-up Law"), the Board shall continue to implement pick-up of each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS). No employee shall have the option of receiving a cash payment in lieu of the pick-up by the Board.

2. Amounts "picked-up" by the Board:

   a. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;

   b. shall be included in computing final average salary to the extent that they are salary reduction pick-ups, but shall not be included in computing final average salary to the extent they are fringe benefit pick-ups;

   c. shall not affect the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence and calculating severance pay; and shall not affect the computation of or provision of any other fringe benefits otherwise provided by the Board; and

   d. shall be reported by the Board to federal, state, municipal or other taxing authorities, as shall be required by law, it being the understanding that picked-up amounts are not includible in the federal gross income of the teacher.

3. Each teacher will be responsible for compliance with Internal Revenue Code salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

G. INDIVIDUALIZED EDUCATIONAL PROGRAMS (IEP)/CURRICULUM DEVELOPMENT

Participation in programs involving conceiving, developing, competency based education, and drafting individualized educational programs other than for special education shall be voluntary.

H. TUITION-FREE ENROLLMENT

1. A child who resides with a teacher who is his custodial parent and is employed in the bargaining unit but whose residence is outside the District shall be admitted to the District's schools tuition-free, subject to the limitations and conditions of this Article.

2. A teacher who is under contract for the upcoming school year must give written notice to the Superintendent by July 10 of each year as to the teacher's desire to have his or her children attend the District's schools. In such written notice, the teacher must supply the names and grade levels of the children who will be attending the District's schools and take all actions needed to supply all information required by law for children being admitted to a school district, including the transfer of records from the District previously attended.

3. If a teacher moves out of the District during the school year or is issued a contract after July 10, the teacher shall promptly provide written notice to the Superintendent of the request for admission of his or her children, along with the other information normally required for admission.

4. If the Superintendent determines that the cost of educating a particular child admitted under this Article exceeds the general per pupil cost of the District he shall determine the amount of such excess cost and may require the parent to pay such cost as a condition of the admission or continued admission of the pupil to the District's schools. A teacher shall not be responsible for such excess cost unless the Superintendent has given the teacher thirty (30) days' written notice of the amount and the teacher has kept the child enrolled beyond those thirty (30) days in the District. The Superintendent's determination may not be challenged or grieved except on the basis that his determination has been arbitrary or capricious.

5. The admission of a pupil under this Article shall not require the District to begin or implement any new program, create a class or type of instruction, or add staffing.

6. The Superintendent in his sole discretion may assign or reassign any pupil admitted under this Article.

I. TUITION REIMBURSEMENT

1. To be eligible for participation in the tuition reimbursement program, a bargaining unit member must:

   a. Be under full-time contract with the District prior to applying for reimbursement for courses under this program.

   b. Be working under a full-time certified regular limited or continuing contract with the Delphos City School District both when the course is taken and when reimbursement is requested.

   c. Hold a provisional certificate/license or higher in the field in which the bargaining unit member is serving.

   d. Take courses in the bargaining unit member's actual teaching field of service or in other areas approved in advance by the Superintendent.

   e. Take courses from an institution or online institution approved for teacher education, unless otherwise approved by the Superintendent.

   f. Complete the course with a grade C or better. Pass/Fail credit will not be applicable, if the course may be taken for a letter grade. The bargaining unit member shall provide certification of the unavailability to enroll in a specific college course for a letter grade.

   g. Remain a full-time employee of the Board for a full year following the completion of a course or refund the Board the tuition allowance received. (This refund can take place either by withholding from the bargaining unit member's last check or by the bargaining unit member paying the Treasurer directly.)

2. Application shall be made and approval shall be obtained in the following manner:

   a. Applications shall be submitted to the Superintendent's office by the first day of class for each session.

   b. Application shall be approved or disapproved by the Superintendent. Priority shall be given to bargaining unit members enrolled in courses needed to upgrade their skills to meet school goals, to bargaining unit members enrolled in classes for recertification, and to bargaining unit members enrolled in courses

needed for certification to teach a subject to serve in a capacity requested by the administration.

c. Reimbursement may not be sought for courses for which other reimbursement has or will be received, such as professional leave, a grant or fellowship.

3. Reimbursement will be made in accordance with the following manner:

a. The Board shall allocate a maximum of $10,000 for each July 1 to June 30 allocation period.

b. Within the limitations of (B) above, an employee shall be reimbursed at the rate of fifty percent (50%) of the tuition cost, not to exceed one hundred twenty dollars ($120.00) per approved semester hour or ninety ($90.00) per approved quarter hour.

c. Reimbursement shall not exceed the actual cost of tuition.

d. Payment shall be made upon submission of an official grade card verifying successful completion of the course or courses, and an official receipt or other documentation acceptable to the Superintendent verifying payment. By June 30 of each year, a teacher who has earned additional college credit must file an official transcript with the Superintendent in order to be eligible for reimbursement during the next year (July 1 - June 30).

J. ADMISSION TO CO-CURRICULAR ACTIVITIES

The Board will furnish Each teacher a staff pass entitling the teacher to two (2) free tickets to any co-curricular activity sponsored by the Board.

ARTICLE XII - SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, the applicable federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this

Agreement is invalidated by court ruling or subsequent change in the law, the rest of this Agreement shall remain in effect and the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement. Such negotiations shall begin within thirty (30) days or any mutually extended time.

ARTICLE XIII - OCCUPATIONAL SAFETY AND HEALTH

A. Before exercising his or her right under R.C. §4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. §4167.06, the employee must exhaust the process set forth in paragraph C (1-3) below.

B. An employee who wishes to assert a claim of discrimination as defined in R.C. §4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:

1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or principal, within five (5) workdays of the occurrence of the alleged violation.

2. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two workdays after his conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought.

3. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Superintendent shall provide his written response to the alleged violation.

ARTICLE XIV - OTHER PROVISIONS

A. ENTIRE AGREEMENT

The specific provisions of this Agreement shall be the sole source of the rights of the Association and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior Agreement, amendments, modifications, alterations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the teachers covered by this Agreement.

B. WAIVER OF NEGOTIATIONS

It is agreed that during the negotiations leading to the execution of this Agreement, both parties have had full opportunity to make demands and proposals with respect to any subject not removed by law from collective bargaining and that the parties expressly waive the right to raise, create or cause any issues that may be considered mandatory subjects of bargaining during the term of this Agreement, irrespective of whether the item was or was not discussed or contemplated during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Association or any employee may charge the Board has violated in filing a grievance or a charge with the State Employment Relations Board.

C. NO STRIKES

The Association and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, including concerted action in failing to report for duty, willful absence from one's position, slowdown, stay-in, abstinence in whole or part from the full, faithful and proper performance of their duties of employment or other curtailment or restriction of the educational process or the Board's operations, and including the honoring of any picket line or strike activity by other employees or by non-employees of the Board during the life of this Agreement. Any employees engaging in such activities during the life of this Agreement shall be subject to disciplinary action by the Board in accordance with Ohio Revised Code 4117.

Nothing herein shall be construed so as to prevent a teacher from declining, failing, or refusing to cross a picket line established by persons who are not members of the Association where the teacher has grounds to believe that the crossing of picket lines may be hazardous to the member's health, safety, welfare or personal property

D. CLASS ADVISORS

If no teacher applies for one or more of the high school class advisors positions after posting, the Superintendent may require a teacher(s) to fill the vacant class advisor position(s). Such positions shall be compensated as provided in the Supplemental Salary Schedule.

E. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Scope of the Committee - The scope of the LPDC shall be district wide.

2. There shall be five (5) total members on the committee, and there shall be a majority of teacher members on the LPDC.

   a. The Association shall appoint the LPDC Committee Chair and all teacher members to the LPDC or any replacements to the committee, if vacancies occur and shall determine the length of the service of those representatives. Whenever possible, the appointees shall consist of one elementary teacher, one middle school/junior high school teacher and one high school teacher.

   b. Two representatives appointed by the Superintendent.

   c. Term of Office - The term of office for the teacher members serving on the committee shall be three (3) years, except as otherwise provided in this paragraph. Initially, the terms shall be staggered as one teacher member shall be appointed for a two-year term, another teacher member shall be appointed for a three-year term, and the third teacher shall be appointed for a four-year term. The Association shall determine the rotation of the length of terms for each of the three levels for the first election cycle. Each term thereafter shall be for three (3) years. The appointees of the Superintendent shall serve initially for terms of two and three years, respectively, and then for two-year terms if reappointed.

3. Frequency of Meetings - The LPDC shall determine the frequency, length, and time of meetings, provided however that such meetings may not be held in such a way to impede the teacher's preparation time, and if such meetings are held during the teacher work day, the committee must have advance approval of the Superintendent or designee. A calendar of the yearly meetings shall be established at the first LPDC meeting each year by September 30. Said calendar shall be given to each educator in the district along with the names of the members of the LPDC.

4. Decision-Making - For LPDC meeting purposes, a quorum shall be four members. Decisions shall be made by majority vote of the full committee membership.

5. Compensation- LPDC members will be compensated for their work on the committee in the form of either paid release time or in an additional meeting stipend of $30 per hour for any committee activity beyond the the regular workday or school year, not to exceed 30 hours per year unless approved by the Superintendent. Committee members shall be approved and reimbursed (at Board approved rates for mileage) for all additional expenses incurred in pursuit of their LPDC duties. Committee member must be present to be paid. Service on an LPDC may be approved as one of the equivalent activities for license renewal, by a majority of the committee not to exceed 35% of the committee member's renewal requirement.

6. Training - The Board of Education shall provide and pay for training for LPDC members to obtain the knowledge and skills required for the committee's work.

7. Contract Compatibility - The decisions of the LPDC may not contravene the language of this Contract.

F. Grants and Waivers

In the event the District, individual schools, or individual departments obtain grants or waivers that affect working conditions or items in the negotiated agreement, the Association shall be informed of such grants or waivers. If the Delphos Education Association support or signature is required for a grant or waiver submission, the Association will be given a minimum of three (3) days' notice and a draft of the submission before the document is submitted. The Superintendent will, upon request, meet with the Association to discuss the effect such grants or waivers have upon working conditions or items in the negotiated agreement. If applicable, the parties shall bargain the changes in the terms and conditions of employment or the effects of such grant or waiver.

G. ACADEMIC DISTRESS COMMISSIONS

If required by the conditions set for in Section 3302.10 of the ORC, the district shall establish Academic Distress Commissions following the provisions of Section 3302.10.

ARTICLE XV – MENTOR PROGRAM

A. Each first-year teacher shall be assigned a mentor. The mentor shall assist the new bargaining unit member in general teaching procedures, techniques,

classroom planning and organization, school functions and regulations and other areas of professional growth and development. The Local Professional Development Committee shall submit nominations of three qualified staff members to the Superintendent, after obtaining the candidates' permission. The Superintendent may elect to nominate one of the candidates to the Board of Education for assignment, or ask the LPDC for additional nominations.

B. No mentor shall be assigned more than one (1) new bargaining unit member per year. The mentor shall not be involved in any way in the formal evaluation of the new bargaining unit member.

C. In order to be assigned, mentors must possess the following qualifications:

1. At least five (5) years of successful teaching experience.

2. A variety of teaching experience is considered helpful.

3. An ability and willingness to help improve another teacher.

D. Mentors shall attend one or two training seminars held outside the regular workday. The Local Professional Development Committee will draft a list of tasks that mentors are to perform.

E. Mentor teachers shall be paid for documented mentoring up to thirty (30) work hours at the hourly rate of $30. The payment shall be in a one-time lump sum at the end of the school year.

ARTICLE XVI - TERM OF AGREEMENT

This Agreement shall become effective the later of 12:01 a.m. July 1, 2024, or the day after ratification by the Association and approval by the Board of Education, and shall remain in full force and effect until midnight June 30, 2027.

Signed by authorized representatives of the parties this 24th day of June 2024.

DELPHOS CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
Board President

_____
Superintendent

DELPHOS EDUCATION ASSOCIATION

By: _____
DEA Representative

_____
DEA Representative

_____
DEA Representative

R.C. 5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Delphos City School District has in effect 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 and in future fiscal years for the term of the Collective Bargaining Agreement between the Board and the Delphos Education Association, effective from July 1, 2024 through June 30, 2027.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer

Superintendent

Board President

June 24, 2024

Exhibit A

OHIO TEACHER EVALUATION SYSTEM

Definitions

A. Evaluator: A credentialed person who is full-time employed by the district as the teacher's building principal and is properly credentialed to be an evaluator.

B. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

C. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.

D. Evaluation Framework: The document created and approved by the Ohio Department of Education and Workforce (ODEW) and/or State Board of Education in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers. Evaluation Instrument: The forms used by the teacher's evaluator located in EXHIBITS B and C, to this agreement. The Ohio Department of Education and Workforce (ODEW) and/or the State Board of Education editable forms may also be used. All forms that are not being used directly from the Ohio Department of Education and Workforce (ODEW) and/or the State Board of Education will be provided to the evaluators in a digital/editable format.

E. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework. .

F. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle.The rating shall be "accomplished","skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation systems has a higher importance than another, expect that any area marked N/A shall not negatively impact the evaluation rating.

G. Evidence: Information provided to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, communication logs, and student work samples.

H. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

I. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The Ohio Department of Education and Workforce (ODEW) and/or the State Board of Education editable form Improvement Plan may also be used.

J. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation rating to the Ohio Department of Education and Workforce (ODEW) and/or the State Board of Education.

K. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required under sections 3319.111 and 3319.112 of the Ohio Revised Code.

L. Poorly Performing Teacher: A teacher who receives an evaluation rating of infective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

M. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The Ohio Department of Education and Workforce (ODEW) and/or the State Board of Education editable form Professional Growth Plan may also be used.

N. Teacher of Record: A teacher who is:
- Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,
- Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,
- Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

O. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric. The Ohio Department of Education and Workforce (ODEW) and/or the State Board of Education editable form Teacher Evaluation Rubric may also be used.

PURPOSES

A. The purposes of teacher evaluation is to use fair, objective, and reasonable practices to:
1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
2. To inform instruction.
3. To assist teachers and administrators in identifying, implementing, and supporting best educational best practices in order to provide the greatest opportunity for student learning and growth.

APPLICATION

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.

3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50%) of their time providing student instruction.

4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

B. The District shall not conduct an evaluation for any teacher who:
   1. Who was on leave for fifty percent (50%) or more of the school year;
   2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;
   3. Is participating in the teacher residency program established under section 3319.223 of the Ohio Revised Code so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators – one (1) formal observation and two (2) walkthroughs will be completed during each year for resident educators. If the resident educator would receive a "developing" or "ineffective" rating from the initial formal evaluation, then two (2) formal observations and two (2) walkthroughs will be conducted;
   4. Is a substitute teacher.

II. STANDING JOINT COMMITTEES FOR TEACHER EVALUATION

AUTHORITY

The association and the board agree to establish a standing joint evaluation committee for the purpose of establishing the policy, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the district and to regularly review the effectiveness of said factors for the evaluation of teachers in the district.

EVALUATION COMMITTEE

A. Committee Composition

1. The committee shall be comprised of 3 association members appointed by the association president and 2 members appointed by the board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
2. Committee members shall serve staggered terms of not more than 3 years, except as otherwise provided in this paragraph. Initially, the terms shall be staggered as on teacher member shall be appointed for a two-year term, another teacher member shall be appointed for a three year term, and the third teacher shall be appointed for a four-year term. The association shall determine the rotation of the length of terms for each of the three levels for the first election cycle. Each term thereafter shall be fore three (3) years.

The appointees for the superintendent shall serve initially for terms of two and three years, respectively, and then for two-year terms if reappointed.

3. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (i.e., music, art, special education) and programs (i.e. career tech) within the District, when possible. Final decision on teacher members is determined by the association.
4. After the association member's term, or removal therefrom, the association president shall appoint a successor.

B. Committee Operation

1. Members of the committee shall receive training in all aspects of OTES, the standards for the teacher profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the board of education.
2. The committee shall be chaired jointly by a committee member from the association and a committee member appointed by the superintendent/designee.
3. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The calendar or committee to complete, and timelines for the completion of specific tasks. The calendar of committee meetings shall be published internally to all bargaining unit members.
4. The committee agenda shall be developed jointly by the co-chairpersons of the committee.
5. All decisions of the committee shall be achieved by consensus.
6. At each initial committee meeting, the committees shall develop the ground rules by which the committee shall operate.
7. At each meeting, the committees shall select an individual to act as the official scribe for that meeting. All notes and official minutes, if any, shall be stored and available to members of the committee, association president, and district superintendent electronically within five days following each meeting of the committee.
8. Members of the committee shall receive release time for committee work and training during the contractual work day or any committee work, OR Training and committee meetings held outside of the contractual work day shall be paid at $30 per hour.
9. The committee shall be authorized to utilize a consultant(s) (e.g., education consultants, software by consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the board of education.

C. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
3. The board and association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
4. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a

recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties.

III. EVALUATORS

QUALIFICATIONS AND ROLE

A. An evaluator must be a full-time, credentialed contracted employee of the Delphos City School under section 3319.01 or 3319.02 of the Ohio Revised Code, must hold at least one (1) administrator certificate/license under section 3319.22 of the Ohio Revised Code. The evaluator must be the direct administrator and may only evaluate teachers under his/her direct supervision.

B. Evaluators must be credentialed at the time of any walkthrough, observation, or evaluation, and they must renew the evaluator credential as required by law.

C. The evaluator assigned to a teacher at the beginning of a school year shall be the only evaluator for that teacher for all aspects of the evaluation procedure, unless:

1. An unforeseen emergency arises and a new evaluator must be chosen, with the consent of the teacher;

2. The teacher requests a new evaluator based on documentation which shows the evaluator has discriminated and/or made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.

3. D-1 below.

D. The person who is responsible for assessing a teacher's performance shall be:

1. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor with teacher input and shall remain as the evaluator for the entire year, no later than September 15.

2. Auxiliary service teachers shall be evaluated by their building principal.

IV. COMMITMENT TO ORIENTATION AND PROFESSIONAL DEVELOPMENT

ORIENTATION OF TEACHERS

A. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher with multiple building assignments shall be notified in writing of the name and position of his or her evaluator.

B. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within ten (10) days of the first day in a new assignment.

C. The board shall provide training on the components of the teacher evaluation procedure, including calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and use of High Quality Student Data (HQSD) for all

credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.

D. Joint Training on Evaluation Instrument

Before the beginning of each evaluation cycle, the board shall provide joint training for administrators and teachers which ensures functional awareness and understanding of all standards and rubrics, process, forms, and tools used in the evaluation procedure.

FUNDING FOR ORIENTATION, PROFESSIONAL DEVELOPMENT AND TRAINING

The board shall allocate funds annually for orientation, professional development, and training purposes to support the teacher evaluation system. The financial resources to support the professional development shall be provided for teachers designated to an improvement plan. The evaluator and teacher shall collaborate to identify training, classes, resources, etc.

V. EVALUATION STRUCTURE AND PROCEDURES

SCHEDULE OF EVALUATION

A. No teacher shall be evaluated more than one (1) Evaluation Cycle per school year.

B. The evaluations shall not begin until after two (2) full weeks of class at the start of each year. For semester classes, evaluations shall not begin until after two (2) full weeks at the start of each semester.

C. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth (10) day of May.

CRITERIA FOR PERFORMANCE ASSESSMENT

A. A teacher's performance shall be assessed based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument. The Ohio Department of Education and Workforce (ODEW) and/or the State Board of Education editable form Teacher Evaluation Rubric may also be used.

B. Teacher performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.

C. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, communication logs, summative assessments, professional education organization work, education awards, and student work samples.

D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator. The district will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

F. No teacher shall be required to complete a Self-Assessment Form (e.g. OTES Self-Assessment Form). This tool may be used by teachers as a resource.

G. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teacher and no performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

OBSERVATIONS

A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted in a year in which the teacher is on a full evaluation cycle. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by the end of the first semester. The second formal observation shall be completed by April 20.

    a. The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference. The first formal observation will be followed by a post-conference to discuss focus area.

    b. The second and any subsequent formal observation(s) will be focused observation in which the evaluator assess identified focus area. Identified focus area will be selected after completion of the holistic observation and may include area of relative strength and/or area targeted for improvement.

        i. Teachers with a final evaluation rating of "Accomplished" from the previous year will select their own focus area.

        ii. A teacher with a final evaluation rating of "Skilled" from the previous year will select focus area in collaboration with his/her evaluator.

        iii. A teacher with a final evaluation rating of "Developing" from the previous year will be guided by his/her evaluator in determining focus area.

iv. A teacher with a final evaluation rating of "Ineffective" from the previous year will have a focus area selected by the evaluator.

v. Focus area shall be limited to no more than two (2) areas.

2. Teachers shall not receive a formal observation without prior approval by teacher two (2) days before or two (2) days after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

3. A minimum of three (3) formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher under section 3319.11 of the Ohio Revised Code. The observation shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than May 11th.

4. One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle.

5. A teacher may request a single formal observation at any time in addition to those required by this procedure.

6. Less Frequent Cycle Evaluations

   a. A teacher who has been granted a limited or continuing contract by the Board and who received a holistic rating of "Accomplished" on his/her most recent evaluation shall be evaluated every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator based on the focus are from their last formal evaluation, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with one (1) formal observation and post-conference to discuss progress on the professional growth plan, in any year that such teacher is not fully evaluated.

   b. A teacher who has been granted a limited or continuing contract by the Board and who received a holistic rating of "Skilled" on his/her most recent evaluation shall be evaluated every two (2) years. The teacher shall draft a professional growth plan independently based on the focus area from the last formal evaluation. The teacher will then develop a professional growth plan collaboratively with his/her evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation. Teachers will be provided with one (1) formal observation and post-conference to discuss progress on the professional growth plan, in any year that such teacher is not fully evaluated.

7. Teachers up for contract will be evaluated on a fully evaluation cycle, regardless of the teacher's rating.

B. Observation Conference

1. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within two (2) working days. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form EXHIBIT C.

2. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within ten (10) working days following the formal observation. This limit may be extended due to illness and/or school closures. At the post-observation conference teachers and the evaluator will discuss a focus area(s) through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the focus area(s) during this post-observation conference. This discussion of the progress being made on the teacher's professional growth or improvement plan.

3. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

4. A teacher may request a formal observation at any time in addition to those required by this procedure.

5. Formal observations shall not disrupt and/or interrupt the classroom learning environment.

6. All formal observations shall be announced a minimum of five (5) days prior.

WALKTHROUGHS

A. A walkthrough is a formative assessment process that focuses on one (1) or no more than two (2) of the following components resulting in a brief written note(s) or summary:

   1. Evidence of planning;
   2. Lesson delivery;
   3. Differentiation;
   4. Resources;
   5. Classroom environment;
   6. Student engagement;
   7. Assessment; or
   8. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

B. The teacher shall receive electronic or written notification a minimum of two (2) work days prior to each walkthrough that identifies the focus of the walkthrough. If the teacher is on board-approved leave during the time the evaluator sends the notification, the walkthrough shall be rescheduled.

C. The walkthrough shall consist of at least 5 consecutive minutes, but not more than 15 consecutive minutes in duration.

D. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough no later than ten (10) work days following the walkthrough. This limit may be extended due to illness and/or school closures. The Ohio Department of Education and Workforce (ODEW) and/or the State Board of Education editable form Walkthrough/Informal Observation General Form may also be used.

E. At the request of the teacher, a formal debriefing shall occur no later than ten (10) work days after the walkthrough to discuss observations relative to the identified focus.

F. No more than two (2) walkthroughs shall be conducted in each evaluation cycle. A teacher may request additional walkthroughs at any time in addition to those required by this procedure.

G. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

PERFORMANCE-DRIVEN REMEDIATION PLANS OF DEFICIENCIES IDENTIFIED DURING OBSERVATIONS AND WALKTHROUGHS

A. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved Standards for Ohio Educators and rubrics shall be addressed during the post-observation conference and/or formal debriefing following a walkthrough. All performance deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.

B. The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing and otherwise assist the teacher for the purpose of remediation of identified performance deficiencies that are evidence-based, objective, measurable, and attainable.

C. If a performance-driven remediation plan is developed after March 1, the teacher shall be permitted to continue remediation into the next school year.

HIGH QUALITY STUDENT DATA (HQSD)

A. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

1. When utilizing a vendor assessment, the District shall assess the financial impact on the budget and provide a copy to the association president not less than sixty (60) days prior to board consideration.
2. The Evaluation Committee shall provide a recommendation to the superintendent and association president on the use of a proposed vendor assessment prior to

submission to the board of education. The committee may ask for the vendor to make a presentation to the committee.

3. All new vendor assessments shall be piloted for three (3) years prior to being used as a source of HQSD, subject to the following:
    a. Participation in the pilot is voluntary.
    b. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.
    c. Teachers participating in the pilot shall be provided 15 hours of release time to train, meet, and reflect on the vendor assessment each year of the pilot.
    d. An assessment by the Evaluation Committee shall occur in May of each school year.
    e. The committee shall provide a recommendation whether to implement the vendor assessment as HQSD to the superintendent and association president by May 1 of the third year of the pilot.

C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:
    1. Knowledge of the students to whom the teacher provides instruction;
    2. The teacher's use of differentiated instruction practices;
    3. Assessment of student learning;
    4. The use of assessment data;
    5. Professional responsibility and growth.

D. The HQSD Verification Form is EXHIBIT B. The Ohio Department of Education and Workforce (ODEW) and/or the State Board of Education editable form High-Quality Student Data Verification Form may also be used.

E. The following forms of data are pre-approved as HQSD:
    1. IXL Data
    2. Study Island Data
    3. AIMSWEBPlus Data
    4. ACT/SAT Data
    5. AP Data
    6. Data from Previous School Year's State Tests – Air Tests, End of Course Tests, etc. including ODE checkpoint and benchmark testing
    7. Preschool Early Learning Assessment Data
    8. Preschool Child Outcome Summary Data
    9. Preschool Progress Report Data

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

A. Professional growth and improvement plans shall be developed as follows:
    1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth based on the focus area from their last formal evaluation.
    2. Teachers whose evaluation rating is Skilled shall draft a professional growth plan independently based on the focus area from their last formal evaluation. The teacher will then develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.
    3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

4. Teaches whose evaluation rating is ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.
5. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed teacher of the district to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

B. Professional growth and improvement plans for a school year shall be developed not-later than May 10.

C. Based on student growth levels, a teacher shall only be placed on a professional growth plan or an improvement plan.

D. The board shall provide for professional development, for mentoring/coaching, and for the allocation of financial resources to accelerate and continue teacher growth and improvement; and to provide support to poorly performing teachers as set forth in this agreement.

E. An improvement plan is a clearly articulated assistance program for a teacher whose student growth measure rating falls below the expected level of student growth.

F. A teacher coming from another school district or state shall not be placed on an improvement plan in their first year.

G. A new teacher in their first year of employment with the district shall not be placed on an improvement plan.

H. The improvement plan shall include:
1. Specific, measurable instructional practices to be observed;
2. Specific, evidence-based resources, and assistance to be provided;
3. Clearly articulated timelines for the completion of the plan; and
4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan.
5. The Ohio Department of Education and Workforce (ODEW) and/or the State Board of Education editable form Improvement Plan may also be used.

I. No improvement plan or professional growth plan will have more than two (2) Focus Areas as achievable goals per Evaluation Cycle

DUE PROCESS

A. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, the rating of performance and/or the summative evaluation rating shall be allowed to request a different credentialed evaluator; and such request shall be documented and honored by the district.

B. A teacher shall be entitled to association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.

C. Failure by the district to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

D. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

E. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Revised Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.

F. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within 10 days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties may avail themselves of any other legal remedy. The association specifically retains the right to strike under section 4177 of the Ohio Revised at the end of the thirty (30) day dispute resolution procedure period.

Finalization of Evaluation

A. Written Report - Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

B. Response to Evaluation- The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

C. Completion of Evaluation Cycle

1. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.
2. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.
4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signature (e.g. a 'PIN') may be used.
5. The evaluation report shall be completed, signed by both parties, and filed with the superintendent no later than May 10.

6. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.
7. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.
8. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

D. Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with C.(8) above and with assurance that the name of, or any other personally identifiable information, is not transmitted outside of the district.Rebuttal for OhioEs data shall be kept in the teacher's personnel file and not placed into OhioEs.

VI. PERSONNEL ACTION

REQUIREMENTS

A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three evaluation cycles have been completed.

Exhibit B

High-Quality Student Data Verification Form

Teacher: Evaluator Name:

Content Area(s): Grade Level(s):

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1.

2.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire classes well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress toward achieving state/local standards

Comments:

Teacher Signature Date

HQSD Approval Signature Date

EXHIBIT C

Pre-Conference Questions

Teacher:

I would like to evaluate you on _____during your _____ class.
Please answer the following questions and return to me on or before _____

1) What standard(s) are going to be addressed in the planned instruction and how will the goals for learning be communicated to the students?

Standard(s):
Goals will be communicated by (Check all that apply):

_____ Posted in the classroom
_____ Verbally
_____ Syllabus
_____ Other (Explain)

What stage are you in the standard(s). Check all that apply:

_____ Introduce _____ Continuation _____ Review

2) What are the connections to previous and future learning? In other words, how does this fit in to the scheme of the "Big Picture"?

3) What Instructional Strategies, Methods, Technology, Resources will be used to engage students and promote independent learning and problem solving? Lecture, Partners, Independent Work…….

Methods, Technology, Resources used (Check all that apply):

_____ SMARTboard _____ Overhead _____ Whiteboard
_____ Hand-out _____ Internet _____ Video
_____ Text _____Other (Explain)

4) How will the instructional strategies address all students' learning needs?
5) How will you check for understanding during the lesson?
6) What are you using to generate High Quality Student Data from your students? How are you then using this HQSD to drive your lesson planning and instruction?
7) Please explain some of the other practices not discussed in the previous questions that you are using in your planning and instruction to help you meet the Standards on the OTES 2.0 Ohio Teacher Evaluation Rubric and to improve your identified focus area(s).

Sample Pre-Conference Questions to Guide a Coaching Conversation

The questions provided are intended to guide thinking and conversation; every question DOES NOT need to be answered and may not be relevant to every observation.

INSTRUCTIONAL PLANNING

Focus for learning

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

Knowledge of students

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

Lesson delivery

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

Classroom environment

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

Assessment of student learning

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM

Professional responsibilities

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Year 1	2025			Exhibit D
Base	**39,268**			
YEARS	BACHELOR	150 SEM HR	MASTERS	MASTERS +15
-	39,268	40,760	42,998	43,980
Index	1	1.038	1.095	1.12
1	40,760	42,449	44,883	45,865
Index	1.038	1.081	1.143	1.168
2	42,252	44,137	46,768	47,750
Index	1.076	1.124	1.191	1.216
3	43,745	45,826	48,653	49,635
Index	1.114	1.167	1.239	1.264
4	45,237	47,514	50,538	51,520
Index	1.152	1.21	1.287	1.312
5	46,729	49,203	52,423	53,404
Index	1.19	1.253	1.335	1.36
6	48,221	50,891	54,308	55,289
Index	1.228	1.296	1.383	1.408
7	49,713	52,580	56,193	57,174
Index	1.266	1.339	1.431	1.456
8	51,205	54,268	58,077	59,059
Index	1.304	1.382	1.479	1.504
9	52,698	55,957	59,962	60,944
Index	1.342	1.425	1.527	1.552
10	54,190	57,645	61,847	62,829
Index	1.38	1.468	1.575	1.6
11	55,682	59,334	63,732	64,714
Index	1.418	1.511	1.623	1.648
12	57,174	61,022	65,617	66,599
Index	1.456	1.554	1.671	1.696
13	58,666	62,711	67,502	68,483
Index	1.494	1.597	1.719	1.744
15	60,159	64,400	69,387	70,368
Index	1.532	1.64	1.767	1.792
18	61,651	66,088	71,271	72,253
Index	1.57	1.683	1.815	1.84
21	63,143	67,777	73,156	74,138
Index	1.608	1.726	1.863	1.888
24	64,635	69,465	75,041	76,023
Index	1.646	1.769	1.911	1.936
27	66,127	71,154	76,926	77,908
Index	1.684	1.812	1.959	1.984
30	67,619	72,842	78,811	79,793
Index	1.722	1.855	2.007	2.032

The Board has adopted the following longevity payments after the following years of service in the Delphos City Schools system: 5 years @ $550; 10 years @ $700; 15 years @ $850; 20 years @ $1,000; 25 years @ $1150; 30 years @ $1,300; 35 years @ $1,500. The amount of the longevity payment will be added to each full-time teacher's pay paid in the second pay in June.

Year 2	2026			Exhibit E
Base	**41,274**			
YEARS	BACHELOR	150 SEM HR	MASTERS	MASTERS +15
-	41,274	42,842	45,195	46,227
Index	1	1.038	1.095	1.12
1	42,842	44,617	47,176	48,208
Index	1.038	1.081	1.143	1.168
2	44,411	46,392	49,157	50,189
Index	1.076	1.124	1.191	1.216
3	45,979	48,167	51,138	52,170
Index	1.114	1.167	1.239	1.264
4	47,548	49,942	53,120	54,151
Index	1.152	1.21	1.287	1.312
5	49,116	51,716	55,101	56,133
Index	1.19	1.253	1.335	1.36
6	50,684	53,491	57,082	58,114
Index	1.228	1.296	1.383	1.408
7	52,253	55,266	59,063	60,095
Index	1.266	1.339	1.431	1.456
8	53,821	57,041	61,044	62,076
Index	1.304	1.382	1.479	1.504
9	55,390	58,815	63,025	64,057
Index	1.342	1.425	1.527	1.552
10	56,958	60,590	65,007	66,038
Index	1.38	1.468	1.575	1.6
11	58,527	62,365	66,988	68,020
Index	1.418	1.511	1.623	1.648
12	60,095	64,140	68,969	70,001
Index	1.456	1.554	1.671	1.696
13	61,663	65,915	70,950	71,982
Index	1.494	1.597	1.719	1.744
15	63,232	67,689	72,931	73,963
Index	1.532	1.64	1.767	1.792
18	64,800	69,464	74,912	75,944
Index	1.57	1.683	1.815	1.84
21	66,369	71,239	76,893	77,925
Index	1.608	1.726	1.863	1.888
24	67,937	73,014	78,875	79,906
Index	1.646	1.769	1.911	1.936
27	69,505	74,788	80,856	81,888
Index	1.684	1.812	1.959	1.984
30	71,074	76,563	82,837	83,869
Index	1.722	1.855	2.007	2.032

The Board has adopted the following longevity payments after the following years of service in the Delphos City Schools system: 5 years @ $550; 10 years @ $700; 15 years @ $850; 20 years @ $1,000; 25 years @ $1150; 30 years @ $1,300; 35 years @ $1,500. The amount of the longevity payment will be added to each full-time teacher's pay paid in the second pay in June.

Year 3	2027			Exhibit F
Base	**42,923**			
YEARS	BACHELOR	150 SEM HR	MASTERS	MASTERS +15
-	42,923	44,554	47,001	48,074
Index	1	1.038	1.095	1.12
1	44,554	46,400	49,061	50,134
Index	1.038	1.081	1.143	1.168
2	46,185	48,245	51,121	52,194
Index	1.076	1.124	1.191	1.216
3	47,816	50,091	53,182	54,255
Index	1.114	1.167	1.239	1.264
4	49,447	51,937	55,242	56,315
Index	1.152	1.21	1.287	1.312
5	51,078	53,783	57,302	58,375
Index	1.19	1.253	1.335	1.36
6	52,709	55,628	59,363	60,436
Index	1.228	1.296	1.383	1.408
7	54,341	57,474	61,423	62,496
Index	1.266	1.339	1.431	1.456
8	55,972	59,320	63,483	64,556
Index	1.304	1.382	1.479	1.504
9	57,603	61,165	65,543	66,616
Index	1.342	1.425	1.527	1.552
10	59,234	63,011	67,604	68,677
Index	1.38	1.468	1.575	1.6
11	60,865	64,857	69,664	70,737
Index	1.418	1.511	1.623	1.648
12	62,496	66,702	71,724	72,797
Index	1.456	1.554	1.671	1.696
13	64,127	68,548	73,785	74,858
Index	1.494	1.597	1.719	1.744
15	65,758	70,394	75,845	76,918
Index	1.532	1.64	1.767	1.792
18	67,389	72,239	77,905	78,978
Index	1.57	1.683	1.815	1.84
21	69,020	74,085	79,966	81,039
Index	1.608	1.726	1.863	1.888
24	70,651	75,931	82,026	83,099
Index	1.646	1.769	1.911	1.936
27	72,282	77,776	84,086	85,159
Index	1.684	1.812	1.959	1.984
30	73,913	79,622	86,146	87,220
Index	1.722	1.855	2.007	2.032

The Board has adopted the following longevity payments after the following years of service in the Delphos City Schools system: 5 years @ $550; 10 years @ $700; 15 years @ $850; 20 years @ $1,000; 25 years @ $1150; 30 years @ $1,300; 35 years @ $1,500. The amount of the longevity payment will be added to each full-time teacher's pay paid in the second pay in June.

Exhibit G

Delphos City School District
Supplemental Salary Schedule
2024-2025

Base	$39,268					
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Position	% of Base	% of Base	% of Base	Amount	Amount	Amount
Head Baseball Coach	10%	11%	12%	$3,927	$4,319	$4,712
Assistant Baseball Coach	5%	6%	7%	$1,963	$2,356	$2,749
Summer Baseball-Head Coach	3%	4%	5%	$1,178	$1,571	$1,963
Head Boys Basketball Coach	17%	18%	19%	$6,676	$7,068	$7,461
Assistant Varsity Boys Basketball Coach	10%	11%	12%	$3,927	$4,319	$4,712
Reserve Boys Basketball Coach	10%	11%	12%	$3,927	$4,319	$4,712
Freshman Boys Basketball Coach	6%	7%	8%	$2,356	$2,749	$3,141
Boys Basketball Conditioning-Head Coach	2%	3%	4%	$785	$1,178	$1,571
Head Girls Basketball Coach	17%	18%	19%	$6,676	$7,068	$7,461
Assistant Varsity Girls Basketball Coach	10%	11%	12%	$3,927	$4,319	$4,712
Reserve Girls Basketball Coach	10%	11%	12%	$3,927	$4,319	$4,712
Girls Basketball Conditioning-Head Coach	2%	3%	4%	$785	$1,178	$1,571
Jr. High Grade 7 Boys Basketball Coach	6%	7%	8%	$2,356	$2,749	$3,141
Jr. High Grade 8 Boys Basketball Coach	6%	7%	8%	$2,356	$2,749	$3,141
Jr. High Grade 7 Girls Basketball Coach	6%	7%	8%	$2,356	$2,749	$3,141
Jr. High Grade 8 Girls Basketball Coach	6%	7%	8%	$2,356	$2,749	$3,141
Head Football Coach	17%	18%	19%	$6,676	$7,068	$7,461
Football Conditioning-Head Coach	10%	11%	12%	$3,927	$4,319	$4,712
Assistant Varsity Football Coach	10%	11%	12%	$3,927	$4,319	$4,712
Junior High Football Coach	9%	10%	11%	$3,534	$3,927	$4,319
Assistant Junior High Football Coach	5%	6%	7%	$1,963	$2,356	$2,749
Junior High Equipment Coordinator	2%	3%	4%	$785	$1,178	$1,571
Golf Coach	6%	7%	8%	$2,356	$2,749	$3,141
Head Girls Softball Coach	10%	11%	12%	$3,927	$4,319	$4,712
Summer Softball-Head Coach	3%	4%	5%	$1,178	$1,571	$1,963
Assistant Softball Coach	5%	6%	7%	$1,963	$2,356	$2,749
Head Track Coach	10%	11%	12%	$3,927	$4,319	$4,712
Assistant Track Coach	8%	9%	10%	$3,141	$3,534	$3,927
Junior High Boys Track Coach	5%	6%	7%	$1,963	$2,356	$2,749
Junior High Girls Track Coach	5%	6%	7%	$1,963	$2,356	$2,749
Cross Country Coach	6%	7%	8%	$2,356	$2,749	$3,141
Junior High Equipment Coordinator	2%	3%	4%	$785	$1,178	$1,571
Head Volleyball Coach	9%	10%	11%	$3,534	$3,927	$4,319
Reserve Girls Volleyball Coach	5%	6%	7%	$1,963	$2,356	$2,749
Junior High Volleyball Coach	4%	6%	6%	$1,571	$2,356	$2,356
Head Bowling Coach	6%	7%	8%	$2,356	$2,749	$3,141
Head Girls Soccer Coach	9%	10%	11%	$3,534	$3,927	$4,319
Assistant Girls Soccer Coach	5%	6%	7%	$1,963	$2,356	$2,749
Head Wrestling Coach	10%	11%	12%	$3,927	$4,319	$4,712
Assistant Wrestling Coach	8%	9%	10%	$3,141	$3,534	$3,927
Junior High Wrestling Coach	6%	7%	8%	$2,356	$2,749	$3,141
Athletic Director	17%	18%	19%	$6,676	$7,068	$7,461
Boys Athletic Manager	11%	12%	13%	$4,319	$4,712	$5,105
Girls Athletic Manager	11%	12%	13%	$4,319	$4,712	$5,105
Fall Head Cheerleader Advisor	3%	4%	5%	$1,178	$1,571	$1,963
Fall Assistant Cheerleader Advisor	2%	3%	4%	$785	$1,178	$1,571
Winter Head Cheerleader Advisor	3%	4%	5%	$1,178	$1,571	$1,963
Winter Assistant Cheerleader Advisor	2%	3%	4%	$785	$1,178	$1,571
Assistant Cheerleader-Junior High	3%	4%	5%	$1,178	$1,571	$1,963
Elementary Art	1%	2%	3%	$393	$785	$1,178
High School Art	1%	2%	3%	$393	$785	$1,178
Future Homemakers Association (FCCLA)	3%	4%	5%	$1,178	$1,571	$1,963
Marching Band Duties-Assistant Director	5%	6%	7%	$1,963	$2,356	$2,749
Marching Band Duties-Directors	14%	15%	16%	$5,498	$5,890	$6,283
Pep Band	2%	3%	4%	$785	$1,178	$1,571
Band Flag Corps.	10%	11%	12%	$3,927	$4,319	$4,712

2024-2025					Exhibit G	
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Accompianst-Musical	2%	2%	2%	$785	$785	$785
Stage Band Director-Musical	2%	2%	2%	$785	$785	$785
School Musical Director	6%	6%	6%	$2,356	$2,356	$2,356
Business Manager-Musical	3%	3%	3%	$1,178	$1,178	$1,178
School Musical Vocal Coach	2%	2%	2%	$785	$785	$785
Show Choir Director	2%	3%	4%	$785	$1,178	$1,571
D-Club Advisor	5%	6%	7%	$1,963	$2,356	$2,749
National Honor Society	2%	3%	3%	$785	$1,178	$1,178
Business Professional Association	7%	8%	9%	$2,749	$3,141	$3,534
Channel 13 Coordinator	6%	7%	8%	$2,356	$2,749	$3,141
Computer Director & Computer Maintenance	5%	6%	7%	$1,963	$2,356	$2,749
School Newspaper Advisor	3%	4%	5%	$1,178	$1,571	$1,963
Delphi	6%	7%	8%	$2,356	$2,749	$3,141
Prom Coordinator	4%	4%	4%	$1,571	$1,571	$1,571
Science Club	1%	2%	2%	$393	$785	$785
Science Fair and Projects	1%	2%	2%	$393	$785	$785
Student Council Advisor-High School	2%	3%	4%	$785	$1,178	$1,571
Student Council Advisor-Middle School	2%	3%	4%	$785	$1,178	$1,571
French Club Advisor	1%	2%	2%	$393	$785	$785
Spanish Club Advisor	1%	2%	2%	$393	$785	$785
Special Education Coordinator	4%	4%	4%	$1,571	$1,571	$1,571
Summer Driver's Education-Book Portion	4%	4%	5%	$1,571	$1,571	$1,963
Vocational Agriculture Advisor	17%	18%	19%	$6,676	$7,068	$7,461
Freshman Class Advisor	1%	1%	2%	$393	$393	$785
Sophomore Class Advisor	1%	1%	2%	$393	$393	$785
Junior Class Advisor	1%	1%	2%	$393	$393	$785
Senior Class Advisor	1%	1%	2%	$393	$393	$785

*Reduced by 4% for each week of extended service above two weeks.

Note:

1. This pay schedule shall not result in any employee at the current position receiving less pay.
2. Failure to adequately perform duties will result in payroll deduction at conclusion of school year.

Student Supervision Pay Rate for Non-Supplemental Contract Holders:

1. Approval required from administrator prior to activity.
2. $121.12 per weekend contest-total maximum contests 5 per year (Saturday-Sunday)
   $72.65 per weekday evening contest-total maximum contrests 5 per year (Monday-Friday)
3. Hourly Rate: Current tutoring rate-$17.25 per hour-up to maximum 25 hours per year
4. Saturday School Supervision Rate-$24.75 per hour

The following principals will apply:

1. To give extra pay for extra hours-the regular school day is prescribed in the "Policies, Rules, and Regulations". If the teacher is given class time off for extra-class responsibilities, extra pay should be prorated accordingly.
2. To classify activities growing out of the regular school program (grading papers, counseling with failures in regular class, homework activities, supervision of make-up work, participation in community activities, and Class advisors, PTO meetings, detention supervision, Carnival, etc.) as part of the assigned school load and are so construed by the State Department of Education.
3. To give additional pay for added responsibility and the use of specialized skill.
4. To contain a principle of flexibility-our extra-class pay schedule is flexible enough for adjustment if, in the judgment of the Superintendent of Schools, Principals, and the negotiation committee, the nature of the particular work warrants additional pay.
5. Examples are: Scholastic Bowl, Math-Spelling Contests, God-Flag-Country, Conventions, etc.

Exhibit H

Delphos City School District
Supplemental Salary Schedule
2025-2026

Base	$41,274					
	0-Years Experience	1-Year Experience	2 or more-Yr Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Position	% of Base	% of Base	% of Base	Amount	Amount	Amount
Head Baseball Coach	10%	11%	12%	$4,127	$4,540	$4,953
Assistant Baseball Coach	5%	6%	7%	$2,064	$2,476	$2,889
Summer Baseball-Head Coach	3%	4%	5%	$1,238	$1,651	$2,064
Head Boys Basketball Coach	17%	18%	19%	$7,017	$7,429	$7,842
Assistant Varsity Boys Basketball Coach	10%	11%	12%	$4,127	$4,540	$4,953
Reserve Boys Basketball Coach	10%	11%	12%	$4,127	$4,540	$4,953
Freshman Boys Basketball Coach	6%	7%	8%	$2,476	$2,889	$3,302
Boys Basketball Conditioning-Head Coach	2%	3%	4%	$825	$1,238	$1,651
Head Girls Basketball Coach	17%	18%	19%	$7,017	$7,429	$7,842
Assistant Varsity Girls Basketball Coach	10%	11%	12%	$4,127	$4,540	$4,953
Reserve Girls Basketball Coach	10%	11%	12%	$4,127	$4,540	$4,953
Girls Basketball Conditioning-Head Coach	2%	3%	4%	$825	$1,238	$1,651
Jr. High Grade 7 Boys Basketball Coach	6%	7%	8%	$2,476	$2,889	$3,302
Jr. High Grade 8 Boys Basketball Coach	6%	7%	8%	$2,476	$2,889	$3,302
Jr. High Grade 7 Girls Basketball Coach	6%	7%	8%	$2,476	$2,889	$3,302
Jr. High Grade 8 Girls Basketball Coach	6%	7%	8%	$2,476	$2,889	$3,302
Head Football Coach	17%	18%	19%	$7,017	$7,429	$7,842
Football Conditioning-Head Coach	10%	11%	12%	$4,127	$4,540	$4,953
Assistant Varsity Football Coach	10%	11%	12%	$4,127	$4,540	$4,953
Junior High Football Coach	9%	10%	11%	$3,715	$4,127	$4,540
Assistant Junior High Football Coach	5%	6%	7%	$2,064	$2,476	$2,889
Junior High Equipment Coordinator	2%	3%	4%	$825	$1,238	$1,651
Golf Coach	6%	7%	8%	$2,476	$2,889	$3,302
Head Girls Softball Coach	10%	11%	12%	$4,127	$4,540	$4,953
Summer Softball-Head Coach	3%	4%	5%	$1,238	$1,651	$2,064
Assistant Softball Coach	5%	6%	7%	$2,064	$2,476	$2,889
Head Track Coach	10%	11%	12%	$4,127	$4,540	$4,953
Assistant Track Coach	8%	9%	10%	$3,302	$3,715	$4,127
Junior High Boys Track Coach	5%	6%	7%	$2,064	$2,476	$2,889
Junior High Girls Track Coach	5%	6%	7%	$2,064	$2,476	$2,889
Cross Country Coach	6%	7%	8%	$2,476	$2,889	$3,302
Junior High Equipment Coordinator	2%	3%	4%	$825	$1,238	$1,651
Head Volleyball Coach	9%	10%	11%	$3,715	$4,127	$4,540
Reserve Girls Volleyball Coach	5%	6%	7%	$2,064	$2,476	$2,889
Junior High Volleyball Coach	4%	6%	6%	$1,651	$2,476	$2,476
Head Bowling Coach	6%	7%	8%	$2,476	$2,889	$3,302
Head Girls Soccer Coach	9%	10%	11%	$3,715	$4,127	$4,540
Assistant Girls Soccer Coach	5%	6%	7%	$2,064	$2,476	$2,889
Head Wrestling Coach	10%	11%	12%	$4,127	$4,540	$4,953
Assistant Wrestling Coach	8%	9%	10%	$3,302	$3,715	$4,127
Junior High Wrestling Coach	6%	7%	8%	$2,476	$2,889	$3,302
Athletic Director	17%	18%	19%	$7,017	$7,429	$7,842
Boys Athletic Manager	11%	12%	13%	$4,540	$4,953	$5,366
Girls Athletic Manager	11%	12%	13%	$4,540	$4,953	$5,366
Fall Head Cheerleader Advisor	3%	4%	5%	$1,238	$1,651	$2,064
Fall Assistant Cheerleader Advisor	2%	3%	4%	$825	$1,238	$1,651
Winter Head Cheerleader Advisor	3%	4%	5%	$1,238	$1,651	$2,064
Winter Assistant Cheerleader Advisor	2%	3%	4%	$825	$1,238	$1,651
Assistant Cheerleader-Junior High	3%	4%	5%	$1,238	$1,651	$2,064
Elementary Art	1%	2%	3%	$413	$825	$1,238
High School Art	1%	2%	3%	$413	$825	$1,238
Future Homemakers Association (FCCLA)	3%	4%	5%	$1,238	$1,651	$2,064
Marching Band Duties-Assistant Director	5%	6%	7%	$2,064	$2,476	$2,889
Marching Band Duties-Directors	14%	15%	16%	$5,778	$6,191	$6,604
Pep Band	2%	3%	4%	$825	$1,238	$1,651
Band Flag Corps.	10%	11%	12%	$4,127	$4,540	$4,953

2025-2026					Exhibit H	
	0-Years Experience	1-Year Experience	? or more-Y Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Accompianst-Musical	2%	2%	2%	$825	$825	$825
Stage Band Director-Musical	2%	2%	2%	$825	$825	$825
School Musical Director	6%	6%	6%	$2,476	$2,476	$2,476
Business Manager-Musical	3%	3%	3%	$1,238	$1,238	$1,238
School Musical Vocal Coach	2%	2%	2%	$825	$825	$825
Show Choir Director	2%	3%	4%	$825	$1,238	$1,651
D-Club Advisor	5%	6%	7%	$2,064	$2,476	$2,889
National Honor Society	2%	3%	3%	$825	$1,238	$1,238
Business Professional Association	7%	8%	9%	$2,889	$3,302	$3,715
Channel 13 Coordinator	6%	7%	8%	$2,476	$2,889	$3,302
Computer Director & Computer Maintenance	5%	6%	7%	$2,064	$2,476	$2,889
School Newspaper Advisor	3%	4%	5%	$1,238	$1,651	$2,064
Delphi	6%	7%	8%	$2,476	$2,889	$3,302
Prom Coordinator	4%	4%	4%	$1,651	$1,651	$1,651
Science Club	1%	2%	2%	$413	$825	$825
Science Fair and Projects	1%	2%	2%	$413	$825	$825
Student Council Advisor-High School	2%	3%	4%	$825	$1,238	$1,651
Student Council Advisor-Middle School	2%	3%	4%	$825	$1,238	$1,651
French Club Advisor	1%	2%	2%	$413	$825	$825
Spanish Club Advisor	1%	2%	2%	$413	$825	$825
Special Education Coordinator	4%	4%	4%	$1,651	$1,651	$1,651
Summer Driver's Education-Book Portion	4%	4%	5%	$1,651	$1,651	$2,064
Vocational Agriculture Advisor	17%	18%	19%	$7,017	$7,429	$7,842
Freshman Class Advisor	1%	1%	2%	$413	$413	$825
Sophomore Class Advisor	1%	1%	2%	$413	$413	$825
Junior Class Advisor	1%	1%	2%	$413	$413	$825
Senior Class Advisor	1%	1%	2%	$413	$413	$825

*Reduced by 4% for each week of extended service above two weeks.

Note:

1. This pay schedule shall not result in any employee at the current position receiving less pay.
2. Failure to adequately perform duties will result in payroll deduction at conclusion of school year.

Student Supervision Pay Rate for Non-Supplemental Contract Holders:

1. Approval required from administrator prior to activity.
2. $127.31 per weekend contest-total maximum contests 5 per year (Saturday-Sunday)
   $76.36 per weekday evening contest-total maximum contrests 5 per year (Monday-Friday)
3. Hourly Rate: Current tutoring rate-$18.13 per hour-up to maximum 25 hours per year
4. Saturday School Supervision Rate-$26.01 per hour

The following principals will apply:

1. To give extra pay for extra hours-the regular school day is prescribed in the "Policies, Rules, and Regulations". If the teacher is given class time off for extra-class responsibilities, extra pay should be prorated accordingly.
2. To classify activities growing out of the regular school program (grading papers, counseling with failures in regular class, homework activities, supervision of make-up work, participation in community activities, and Class advisors, PTO meetings, detention supervision, Carnival, etc.) as part of the assigned school load and are so construed by the State Department of Education.
3. To give additional pay for added responsibility and the use of specialized skill.
4. To contain a principle of flexibility-our extra-class pay schedule is flexible enough for adjustment if, in the judgment of the Superintendent of Schools, Principals, and the negotiation committee, the nature of the particular work warrants additional pay.
5. Examples are: Scholastic Bowl, Math-Spelling Contests, God-Flag-Country, Conventions, etc.

Exhibit I

Delphos City School District
Supplemental Salary Schedule
2026-2027

Base	$42,923					
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Position	% of Base	% of Base	% of Base	Amount	Amount	Amount
Head Baseball Coach	10%	11%	12%	$4,292	$4,722	$5,151
Assistant Baseball Coach	5%	6%	7%	$2,146	$2,575	$3,005
Summer Baseball-Head Coach	3%	4%	5%	$1,288	$1,717	$2,146
Head Boys Basketball Coach	17%	18%	19%	$7,297	$7,726	$8,155
Assistant Varsity Boys Basketball Coach	10%	11%	12%	$4,292	$4,722	$5,151
Reserve Boys Basketball Coach	10%	11%	12%	$4,292	$4,722	$5,151
Freshman Boys Basketball Coach	6%	7%	8%	$2,575	$3,005	$3,434
Boys Basketball Conditioning-Head Coach	2%	3%	4%	$858	$1,288	$1,717
Head Girls Basketball Coach	17%	18%	19%	$7,297	$7,726	$8,155
Assistant Varsity Girls Basketball Coach	10%	11%	12%	$4,292	$4,722	$5,151
Reserve Girls Basketball Coach	10%	11%	12%	$4,292	$4,722	$5,151
Girls Basketball Conditioning-Head Coach	2%	3%	4%	$858	$1,288	$1,717
Jr. High Grade 7 Boys Basketball Coach	6%	7%	8%	$2,575	$3,005	$3,434
Jr. High Grade 8 Boys Basketball Coach	6%	7%	8%	$2,575	$3,005	$3,434
Jr. High Grade 7 Girls Basketball Coach	6%	7%	8%	$2,575	$3,005	$3,434
Jr. High Grade 8 Girls Basketball Coach	6%	7%	8%	$2,575	$3,005	$3,434
Head Football Coach	17%	18%	19%	$7,297	$7,726	$8,155
Football Conditioning-Head Coach	10%	11%	12%	$4,292	$4,722	$5,151
Assistant Varsity Football Coach	10%	11%	12%	$4,292	$4,722	$5,151
Junior High Football Coach	9%	10%	11%	$3,863	$4,292	$4,722
Assistant Junior High Football Coach	5%	6%	7%	$2,146	$2,575	$3,005
Junior High Equipment Coordinator	2%	3%	4%	$858	$1,288	$1,717
Golf Coach	6%	7%	8%	$2,575	$3,005	$3,434
Head Girls Softball Coach	10%	11%	12%	$4,292	$4,722	$5,151
Summer Softball-Head Coach	3%	4%	5%	$1,288	$1,717	$2,146
Assistant Softball Coach	5%	6%	7%	$2,146	$2,575	$3,005
Head Track Coach	10%	11%	12%	$4,292	$4,722	$5,151
Assistant Track Coach	8%	9%	10%	$3,434	$3,863	$4,292
Junior High Boys Track Coach	5%	6%	7%	$2,146	$2,575	$3,005
Junior High Girls Track Coach	5%	6%	7%	$2,146	$2,575	$3,005
Cross Country Coach	6%	7%	8%	$2,575	$3,005	$3,434
Junior High Equipment Coordinator	2%	3%	4%	$858	$1,288	$1,717
Head Volleyball Coach	9%	10%	11%	$3,863	$4,292	$4,722
Reserve Girls Volleyball Coach	5%	6%	7%	$2,146	$2,575	$3,005
Junior High Volleyball Coach	4%	6%	6%	$1,717	$2,575	$2,575
Head Bowling Coach	6%	7%	8%	$2,575	$3,005	$3,434
Head Girls Soccer Coach	9%	10%	11%	$3,863	$4,292	$4,722
Assistant Girls Soccer Coach	5%	6%	7%	$2,146	$2,575	$3,005
Head Wrestling Coach	10%	11%	12%	$4,292	$4,722	$5,151
Assistant Wrestling Coach	8%	9%	10%	$3,434	$3,863	$4,292
Junior High Wrestling Coach	6%	7%	8%	$2,575	$3,005	$3,434
Athletic Director	17%	18%	19%	$7,297	$7,726	$8,155
Boys Athletic Manager	11%	12%	13%	$4,722	$5,151	$5,580
Girls Athletic Manager	11%	12%	13%	$4,722	$5,151	$5,580
Fall Head Cheerleader Advisor	3%	4%	5%	$1,288	$1,717	$2,146
Fall Assistant Cheerleader Advisor	2%	3%	4%	$858	$1,288	$1,717
Winter Head Cheerleader Advisor	3%	4%	5%	$1,288	$1,717	$2,146
Winter Assistant Cheerleader Advisor	2%	3%	4%	$858	$1,288	$1,717
Assistant Cheerleader-Junior High	3%	4%	5%	$1,288	$1,717	$2,146
Elementary Art	1%	2%	3%	$429	$858	$1,288
High School Art	1%	2%	3%	$429	$858	$1,288
Future Homemakers Association (FCCLA)	3%	4%	5%	$1,288	$1,717	$2,146
Marching Band Duties-Assistant Director	5%	6%	7%	$2,146	$2,575	$3,005
Marching Band Duties-Directors	14%	15%	16%	$6,009	$6,438	$6,868
Pep Band	2%	3%	4%	$858	$1,288	$1,717
Band Flag Corps.	10%	11%	12%	$4,292	$4,722	$5,151

2026-2027					Exhibit I	
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Accompianst-Musical	2%	2%	2%	$858	$858	$858
Stage Band Director-Musical	2%	2%	2%	$858	$858	$858
School Musical Director	6%	6%	6%	$2,575	$2,575	$2,575
Business Manager-Musical	3%	3%	3%	$1,288	$1,288	$1,288
School Musical Vocal Coach	2%	2%	2%	$858	$858	$858
Show Choir Director	2%	3%	4%	$858	$1,288	$1,717
D-Club Advisor	5%	6%	7%	$2,146	$2,575	$3,005
National Honor Society	2%	3%	3%	$858	$1,288	$1,288
Business Professional Association	7%	8%	9%	$3,005	$3,434	$3,863
Channel 13 Coordinator	6%	7%	8%	$2,575	$3,005	$3,434
Computer Director & Computer Maintenance	5%	6%	7%	$2,146	$2,575	$3,005
School Newspaper Advisor	3%	4%	5%	$1,288	$1,717	$2,146
Delphi	6%	7%	8%	$2,575	$3,005	$3,434
Prom Coordinator	4%	4%	4%	$1,717	$1,717	$1,717
Science Club	1%	2%	2%	$429	$858	$858
Science Fair and Projects	1%	2%	2%	$429	$858	$858
Student Council Advisor-High School	2%	3%	4%	$858	$1,288	$1,717
Student Council Advisor-Middle School	2%	3%	4%	$858	$1,288	$1,717
French Club Advisor	1%	2%	2%	$429	$858	$858
Spanish Club Advisor	1%	2%	2%	$429	$858	$858
Special Education Coordinator	4%	4%	4%	$1,717	$1,717	$1,717
Summer Driver's Education-Book Portion	4%	4%	5%	$1,717	$1,717	$2,146
Vocational Agriculture Advisor	17%	18%	19%	$7,297	$7,726	$8,155
Freshman Class Advisor	1%	1%	2%	$429	$429	$858
Sophomore Class Advisor	1%	1%	2%	$429	$429	$858
Junior Class Advisor	1%	1%	2%	$429	$429	$858
Senior Class Advisor	1%	1%	2%	$429	$429	$858

*Reduced by 4% for each week of extended service above two weeks.

Note:

1. This pay schedule shall not result in any employee at the current position receiving less pay
2. Failure to adequately perform duties will result in payroll deduction at conclusion of school year.

Student Supervision Pay Rate for Non-Supplemental Contract Holders:

1. Approval required from administrator prior to activity.
2. $132.40 per weekend contest-total maximum contests 5 per year (Saturday-Sunday)
   $79.41 per weekday evening contest-total maximum contrests 5 per year (Monday-Friday)
3. Hourly Rate: Current tutoring rate-$18.86 per hour-up to maximum 25 hours per year
4. Saturday School Supervision Rate-$27.05 per hour

The following principals will apply:

1. To give extra pay for extra hours-the regular school day is prescribed in the "Policies, Rules, and Regulations". If the teacher is given class time off for extra-class responsibilities, extra pay should be prorated accordingly.
2. To classify activities growing out of the regular school program (grading papers, counseling with failures in regular class, homework activities, supervision of make-up work, participation in community activities, and Class advisors, PTO meetings, detention supervision, Carnival, etc.) as part of the assigned school load and are so construed by the State Department of Education.
3. To give additional pay for added responsibility and the use of specialized skill.
4. To contain a principle of flexibility-our extra-class pay schedule is flexible enough for adjustment if, in the judgment of the Superintendent of Schools, Principals, and the negotiation committee, the nature of the particular work warrants additional pay.
5. Examples are: Scholastic Bowl, Math-Spelling Contests, God-Flag-Country, Conventions, etc.

Exhibit J

DELPHOS CITY SCHOOLS
GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons and/or Association _____

_____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or persons to whom grievance is directed _____

_____ Initiated on Step _____

STATEMENT OF GRIEVANCE: (Give the specific language of the Agreement that has been misinterpreted, violated or misapplied.)

ACTION REQUESTED:

Have you discussed this with your immediate supervisor?

_____ Yes _____ No

_____
Grievant

EXHIBIT K

Delphos City Schools
Tuition Reimbursement Plan Application

Application Deadlines

Application shall be submitted to the superintendent's office prior to the first day of classes of the semester or quarter for which the teacher is applying for reimbursement.

1. Name of Teacher _____

2. College or University
   you Plan to Attend
   (include address) _____
   _____
   _____

3. Name of the Course: _____ Course/Section Number: _____

4. Number of Hours of the course _____ (check one)
   Semester _____
   Quarter _____

5. Purpose of Applying for Tuition Reimbursement (check all that apply)

   _____ Re-certification

   _____ Upgrade teaching skills to meet school goals

   _____ Obtain certification to teach a course requested by the administration

   _____ Other (explain) _____
   _____
   _____

6. Anticipated Hourly Cost of Courses Referenced on This Application $_____ per hour

7. Signature of Applicant _____

   Date of Application _____

Note: The Board shall allocate a maximum of $10,000 for the July 1 to June 30 allocation period, and to each successive twelve (12) month period.

Reimbursement shall not exceed 50% of the tuition cost, not to exceed $120.00 per approved semester hour, or $90.00 per approved quarter hour – reimbursement shall not exceed the actual cost of tuition.

Payment shall be made upon submission to the Superintendent of an official grade card/transcript verifying successful completion of the course or courses, and an official receipt or other documentation acceptable to the Superintendent verifying payment.

Refer to the collective bargaining agreement for further information.

(For Office Use Only)

1. Number of Hours Applied For _____

   Semester _____ Quarter _____

2. Anticipated Reimbursement to Applicant based on application #3 and #5 _____

   (Note: Official receipt will determine actual payment)

3. Approved _____

   Disapproved _____

Superintendent's Signature _____

Date _____