



05/26/11
11-MED-03-0483
0592-01
K27630

MASTER CONTRACT

BETWEEN

THE DEFIANCE CITY BOARD OF EDUCATION

AND

THE DEFIANCE CITY EDUCATION ASSOCIATION

AUGUST 15, 2011

TO

AUGUST 14, 2014

TABLE OF CONTENTS
DEFIANCE CITY EDUCATION ASSOCIATION

	Page
ARTICLE I PROFESSIONAL NEGOTIATIONS AGREEMENT.....	1
A. Recognition.....	1
B. Elections.....	1
C. Scope of Bargaining.....	1
D. Agreement.....	1
E. Dispute Resolution Procedure.....	1
F. Procedures.....	2
1. Requests for Negotiations.....	2
2. Representatives.....	2
3. Information.....	2
4. Recesses.....	3
5. Item Agreement.....	3
6. Schedule of Meeting.....	3
7. Observers.....	3
G. General.....	3
1. Executive Session.....	3
2. Final Form.....	3
ARTICLE II GRIEVANCE PROCEDURE.....	5
A. Definition.....	5
B. Purposes.....	5
C. Informal Procedure.....	5
D. Formal Procedures.....	5
Step I.....	5
Step II.....	6
Step III.....	6
E. General Provision.....	6
ARTICLE III ASSOCIATION RIGHTS.....	8
A. Exclusive Rights.....	8
B. Use of Buildings, Facilities, Equipment and Service.....	8
C. Dissemination of Information.....	8
D. Payroll Deduction of Association Dues.....	8
E. Non-Discrimination/No Reprisals.....	9
F. Receipt of Board Information.....	9
G. Association Administrative Communications Committee.....	9
H. Access to Members of Bargaining Unit.....	9
I. New Teachers Orientation.....	10
ARTICLE IV VACANCIES AND TRANSFERS.....	11
A. Vacancies.....	11
B. Transfers.....	12

ARTICLE V EMPLOYMENT PRACTICES	13
A. Contracts	13
1. Limited Contracts: Teaching.....	13
2. Limited Contracts: Supplemental Duties	13
3. Continuing Contracts: Teaching	13
B. Maintenance of Certifications/Licenses	14
C. Summer School – Standard Curriculum.....	15
D. Teacher Evaluation	16
E. Complaint Procedure	17
1. Procedural Requirement.....	17
a. Meeting with Concerned Parent or Student — First Level.....	17
b. Procedure	17
Step 1	17
Step 2	17
2. No Reprisal/Legal Relief	17
3. Right to Representation.....	17
4. Written Complaints.....	18
F. Personnel Files.....	18
G. Provisions for Establishing/Revising Supplemental Contract Positions	18
H. Personnel Directory and Policy Manual	18
I. Related Teachers and/or Employees.....	19
J. Certification.....	19
K. Tuition Waiver	19
L. Sole Procedures	19
ARTICLE VI REDUCTION IN FORCE	20
A. Staff Reductions	20
B. Attrition	20
C. Reduction Other Than By Attrition.....	20
D. Seniority and Certification	20
E. Recall.....	21
ARTICLE VII FAIR TREATMENT & DISMISSAL.....	22
A. Required Meetings or Hearings	22
B. Discipline	22
C. Nonrenewal	23
D. Termination of Contract.....	23
E. Suspension Pending Termination	24
ARTICLE VIII LEAVES OF ABSENCE	25
A. Sick Leave.....	25
B. Professional Leave	27
C. Association Leave	27
D. Personal Leave	27
E. Parental Leave	28
F. Medical Leave	29
G. Family and Medical Leave.....	30

H. Assault Leave.....	30
I. Legal Obligations	30
J. Educational Leave	31
K. Bereavement Leave.....	31
J. General Provisions	31
ARTICLE IX COMPENSATION AND REIMBURSEMENTS	32
A. Salary Schedule.....	32
1. Regular Salary Schedule.....	32
2. Supplemental Salary Schedule.....	33
B. Salary Schedule Placement	33
1. Degree and Hours	33
2. Experience.....	33
C. Pay Periods.....	34
D. Conference Period Pay.....	34
E. Mileage Reimbursement.....	35
F. Tuition Reimbursement	35
G. Payroll Deductions	35
H. Severance Pay	36
I. S.T.R.S. Pick-Up	37
J. Summer School Pay	37
K. Retirement Notification Incentive.....	37
ARTICLE X FRINGE BENEFITS.....	38
A. Medical Insurance.....	38
B. Group Life.....	38
C. Dental Insurance.....	38
D. Optical Insurance	38
E. General Provisions.....	39
F. 125 Flexible Spending Account.....	39
ARTICLE XI FAIR SHARE FEE	40
A. Payroll Deduction of Fair Share Fee.....	40
B. Notification of the Amount of Fair Share Fee.....	40
C. Schedule of Fair Share Fee Deductions	40
D. Transmittal of Deductions.....	40
E. Procedure for Rebate	41
F. Entitlement to Rebate	41
G. Maintenance of Membership	42
ARTICLE XII WORKING CONDITIONS	43
A. Class Size.....	43
B. Building Wide Parent-Teacher Conferences.....	43
C. Teacher Facilities	44
D. Instructional Materials and Supplies.....	44
E. School Calendar/Work Year.....	44

F. Teaching Hours and Load.....	44
G. IEP Conference	45
ARTICLE XIII LOCAL PROFESSIONAL DEVELOPMENT.....	46
ARTICLE XIV ENTRY YEAR PLAN.....	47
A. Definitions.....	47
1. Entry Year Teacher	47
2. Mentor.....	47
3. District Mentor Coordinator	47
B. Purpose.....	47
C. Rationale.....	47
D. Goals	47
E. Roles and Responsibilities.....	48
1. Administrator(s).....	48
2. Mentor(s).....	48
3. Entry Year Teacher(s).....	49
4. District Mentor Coordinator(s)	49
F. Mentor Qualifications.....	49
G. Mentor Assignments	49
H. Mentor Training	50
I. Support and Stipends.....	50
J. Needs Assessment and Evaluation	50
ARTICLE XV MISCELLANEOUS PROVISIONS	52
A. Definition	52
B. Non-Discrimination.....	52
C. Sexual Harassment	52
ARTICLE XVI RIGHTS OF THE PARTIES	53
ARTICLE XVII PREVIOUSLY RETIRED TEACHERS.....	54
ARTICLE XVIII EFFECT AND DURATION.....	56
A. Separability	56
B. Modification of Agreement.....	56
C. Duration of Agreement.....	56
APPENDIX A-1 SALARY SCHEDULE 2011-2012, 2012-2013	58
APPENDIX B-1 SUPPLEMENTAL SALARY 2011-2012, 2012-2013	59
APPENDIX B-2 SUPPLEMENTAL SALARY SCHEDULE PROCEDURES.....	63
APPENDIX C GRIEVANCE.....	64

**ARTICLE I
PROFESSIONAL NEGOTIATIONS AGREEMENT**

A. RECOGNITION

1. The Board recognizes the Defiance City Education Association, an Affiliate of the OEA/NEA, as the sole and exclusive bargaining agent for all bargaining unit members employed by the Board for the duration of this Agreement.
2. The "Bargaining Unit" shall be comprised of all licensed/certified personnel employed full or part-time by the board excluding the Superintendent, Assistant Superintendent/Administrative Assistant, Director of Student Services, Treasurer, Psychologists, Principals, Assistant Principals, Athletic Director and Supervisors as defined in 4117 O.R.C., substitutes, tutors, Title One teachers, teachers' aides, and those who are employed directly or indirectly by the Board where the Board acts solely as fiscal agent for parochial schools. As long as the person currently in the Technology Coordinator position is employed in the position, it shall remain a bargaining unit position. Once that person is no longer in that position, it shall no longer be a part of the bargaining unit.

B. ELECTIONS

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117.07 of the Ohio Revised Code.

C. SCOPE OF BARGAINING

The parties agree to negotiate matters in accordance with O.R.C. 4117.08.

D. AGREEMENT

When negotiations result in an agreement, it shall be reduced to writing and submitted to the Association and if ratified, then to the Board for formal approval. Following board approval, the Agreement shall then be signed by the parties and the official board minutes shall reflect the board's approval of the Agreement. The resulting Agreement shall be binding on both parties.

E. DISPUTE RESOLUTION PROCEDURE

1. If agreement is not reached within fifty-one (51) days prior to the expiration date of the contract, then a state of impasse shall be declared to exist unless the parties mutually agree to negotiate beyond the 51 days.
2. When impasse has been declared, the parties shall jointly contact the Federal Mediation & Conciliation Service (FMCS) to appoint a federal mediator for the purpose assisting the parties.

3. The Association may exercise its right to strike upon expiration of the contract by serving the Board and the State Employment Relations Board with notice of its intent to do so ten (10) days prior to such action.
4. This is the dispute resolution procedure agreed to by the parties in accordance with 4117.14 C (1) (f) which is intended to supersede the procedures contained in Section 4117.14 C (2) and any related sections of the Ohio Revised Code.

F. PROCEDURES

1. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations as defined in the Scope of Bargaining it shall notify the other party in writing not earlier than 110 days nor later than 90 days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and notification from the Board shall be addressed to the President of the Association. At the same time the request to begin negotiations is made, the parties will jointly notify SERB of the commencement of negotiations and of the exclusive impasse procedures identified in this Agreement in place of the procedures alternatively provided and then in effect under Revised Code Section 4117.14 and related sections. A copy of this Agreement shall be sent to SERB with the notification of the commencement of negotiations.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association and the parties agree to negotiate in good faith. Representation shall be limited to four (4) representatives each of the Board and the Association and may include one (1) additional consultant for each party. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, 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.

3. Information

Within a reasonable period of time after a request by the chairperson of the negotiating team, the Board shall make available to the Association copies of public records pertaining to the financial status of the district if the release is not prohibited by state or federal law. Copies of such records in such form as they exist constitutes compliance with this section, and there shall be no obligation to develop

data or information not in existence or to rework, redraft, summarize, compute, or otherwise develop records otherwise than in their existing forms.

The Association agrees to furnish, within a reasonable time after the request has been made, available documentation and financial analysis of the association's proposed package referred to or discussed during negotiations.

Neither the Board nor the Association is obligated to supply data or written information which has been prepared principally for its own confidential use in the course of negotiations.

4. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucus shall be of reasonable length not to exceed one-half (1/2) hour, unless a longer period is mutually agreed upon.

5. Item Agreement

As items received tentative agreement they shall be reduced to writing and initialed by each party.

6. Schedule of Meeting

Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting not to disrupt normal work hours of the employees unless mutually agreed upon.

7. Observers

Each party may have up to two (2) observers at any meeting. Said observers are in addition to the regular negotiation teams. Observers have no speaking privileges.

G. GENERAL

1. Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2. Final Form

As soon as practicable, but not later than sixty (60) days after ratification, the Agreement shall be printed with a Table of Contents including all appendices, in booklet form and distributed to all certificated personnel. The Association shall be

provided twenty-five (25) additional copies for their use. The contract book shall be approximately 8 1/2 by 11 in size. It shall contain a card stock cover displaying the title and duration of the agreement.

The cost of printing shall be borne by the Board.

ARTICLE II GRIEVANCE PROCEDURE

A. DEFINITION

A "Grievance" is defined as a claim by the Association on behalf of a teacher or group of teachers, that there has been a violation, misinterpretation or misapplication of any provision of this Master Agreement.

B. PURPOSES

The following purposes are presented as a frame work from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. To insure that a complaint is considered, with all due speed, and without prejudice or reprisal.
3. This shall be the exclusive formal procedure for the resolution of alleged violations, misinterpretations, or misapplications of the master contract.

C. INFORMAL PROCEDURE

In the event that the grievant believes there is a basis for a grievance, he/she and/or the Association representative must first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. Said discussion will be held confidentially and personally by the grievant, and/or the Association representative.

D. FORMAL PROCEDURES

STEP I

No later than fifteen (15) days after the grievant knew or could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the Association on behalf of the grievant may submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a complete and signed STEP I grievance. A copy of the completed form shall be given to the grievant and to the Association. Within five (5) days of receipt of the Grievance Report, the administrator shall meet with the grievant and his Association representative, in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within five (5) days after such meeting.

STEP II

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in STEP I, the grievant, and the Association representative shall complete a written Grievance Report Form, STEP II, and submit the same to the Superintendent. Within five (5) days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) days of the meeting, the Superintendent or designated representative shall indicate in writing his/her disposition, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

STEP III

If the Association is not satisfied with the disposition of the Superintendent, or if no disposition has been made within the above stated time limits in Step II, the Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. The request for arbitration must be made within five (5) days of the Superintendent's disposition at Level II.

A request for a list of seven (7) arbitrators shall be submitted to the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. If no arbitrator is available from American Arbitration Association, one will be sought through the Federal Mediation and Conciliation Service, in the same process.

A second list may be requested by either party.

The arbitrator shall have no power to alter, add to, or subtract from the provisions of this Agreement and his award shall be final and binding upon the parties. Either or both parties may be represented at the arbitration hearing.

The fees and expenses of the arbitrator, as well as charges assessed by the provider of the arbitration services shall be borne by the loser.

E. GENERAL PROVISION

1. Grievances that relate to more than one building shall commence at STEP II.
2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.
3. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure except that the Association will be informed of any results that affect the Agreement.

4. The grievant shall be represented at all stages of the grievance procedure by the Association.
5. No reprisal, of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
6. Hearings and conferences under this procedure will be conducted at a time and place agreeable to all parties which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
7. Days shall mean actual working school days unless specified differently.
8. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
9. If any grievance arises, there shall be no stoppage or suspension of work, for it is intended that it shall be submitted to this Grievance Procedure.

**ARTICLE III
ASSOCIATION RIGHTS**

A. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of employees, and to no other organization.

B. USE OF BUILDINGS, FACILITIES, EQUIPMENT AND SERVICE

1. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meeting upon twenty-four (24) hour notice, so long as it does not interfere with the normal conduct of a school day or previously scheduled activities. The Association or its representative will complete the building use form and submit it to the principal.
2. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Should any equipment be damaged due to negligence on the part of the Association, then the Association will pay for any necessary repairs.

C. DISSEMINATION OF INFORMATION

1. The Association shall have the right to post reasonable notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and employee mailboxes for communication to bargaining unit members.
2. Under extenuating circumstances the Association shall have the right to use the P.A. system to announce Association related activities and/or meetings. Such use shall be limited to before and after school hours.
3. An Association representative shall be placed on the written agenda of a general district faculty meeting held at the beginning of each school year.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. The employer agrees to deduct dues from the salaries of members of the Association and to transmit the money by check promptly to the Association.
2. Deductions will commence with the first pay period in October and extend through the remainder of the year for a period of twenty (20) pay periods, or from the

number of pays to coincide with that pay period. The deductions will be as nearly equal in amount as possible for the individual.

3. The employer, within seven (7) school days of the deduction, shall transmit to the Association a single check in the amount of all dues so deducted.
4. Should any employee sever their relationship, either voluntarily or otherwise, with the district in mid-year the Board shall deduct the remaining annual dues from the employee's last paycheck and transmit that amount to the Association pursuant to the above procedure.
5. The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of or are in any way related to dues deduction.

E. NON-DISCRIMINATION/NO REPRISALS

Pursuant to Ohio Revised Code 4117, the Board hereby agrees that every employee of the Board shall have the right to or not to organize or join the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. Neither the Association nor the board shall discourage, deprive or coerce any employee in the enjoyment of any rights conferred by ORC 4117, or the Constitutions of Ohio and the United States.

F. RECEIPT OF BOARD INFORMATION

Upon request, the Board agrees to furnish to the Association all available public information concerning (1) the financial resources of the District, including annual financial reports and audits, (2) agendas and any addenda which shall serve notice of the meeting, and minutes of all school Board meetings, and (3) names and addresses of all bargaining unit members, except that the Board need not disclose addresses and telephone numbers of bargaining unit members who so request in writing.

G. ASSOCIATION-ADMINISTRATIVE COMMUNICATIONS COMMITTEE

A committee comprised of the Superintendent, Assistant Superintendent/Administrative Assistant, Director of Student Services, Association President, Officers of the Association and Building Representatives of the Association shall meet on a day mutually agreed upon following the regular Board meeting each month during the school year. The purpose of the meeting shall be to discuss any items which may be of concern to the Association and/or Administration.

H. ACCESS TO MEMBERS OF BARGAINING UNIT

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or

assigned duties. Such representatives must follow normal procedures and report to the principal's office prior to conducting any activity.

I. NEW TEACHER ORIENTATION

The Association shall be placed on the agenda of the new teacher orientation meeting. The Association shall be given sufficient time to address the new teachers concerning membership in the Association.

**ARTICLE IV
VACANCIES AND TRANSFERS**

A. VACANCIES

1. Vacancies occurring within the bargaining unit and within the total professional staff, including but not limited to, newly created positions, and supplemental Salary Schedule positions, shall be posted on a designated bulletin board in each District building, along with a copy of such posting to the Association. Positions as above described shall be posted at least five (5) business days prior to being filled. Bargaining unit members, along with other applicants, may apply for such positions by submitting a written application to the Superintendent's Office. Bargaining unit members who apply shall be given preference over other certificated individuals if after consideration of the applicants' experience, training, certification, and needs of the district, as designated in the posting of the vacancy, their qualifications are substantially equal.
2. If more than one (1) qualified bargaining unit member applies for the vacancy, the vacancy shall be filled after consideration of the applicant's qualifications for the position in the following order:
 - a. Certification
 - b. Seniority - the length of continuous service within the District
 - c. Education - type and kind of educational degree one holds, i.e. - MA+30, MA+1 5, MA, BA+1 50, BA
3. During the summer months when regular school is not in session, the employer will post in the Superintendent's Office all vacancies as above described and shall also forward, at the same time, copies of said vacancies to those employees who have made a request to be notified of any vacancies. Such request must be submitted in writing to the superintendent's office by May 30. During the school year and prior to July 10, positions posted shall remain open at least five (5) calendar days prior to being filled. From July 11 to July 31, positions posted shall remain open at least three (3) calendar days prior to being filled. Beginning August 1, this posting period may be waived to facilitate an orderly beginning of school. Vacancies will be posted on the district's web site and employees may contact the superintendent's office to inquire about and/or apply for new posting. However, the waiving of the posting period must be designated at all postings and notices. Application may be made in the same manner as above described (paragraph 1). Likewise, these positions shall be filled on the same basis as provided in paragraph 1 above.
4. On or about May 15 all vacancies will be presented for application and award in accordance with the criteria set forth in this Article. On this day, those in attendance and also those who are unable to be present but have submitted in writing their interest to accept other positions by 4:00 p.m. on the established day will be offered new vacancies that arise as a result of a teacher filling a vacancy.

Individuals not currently employed by the district may fill any vacancy not filled through this process on this day.

Further, When a staff member bids upon and is awarded a position, he/she will not be eligible to return to his/her previous position, if available, for one school year unless approved by the Superintendent. However, a staff member will be permitted to move from one position to another as long as this person does not return to his/her previous position.

5. A vacancy shall be defined for purposes of this Agreement as an open position of the bargaining unit which the Board determines to fill or a new position in the bargaining unit created by the Board.
6. Any bargaining unit member applying for a vacant position (supplemental and/or teaching) will be given personal notification if they do or do not receive the position within three (3) days of official board action.
7. The Association recognizes the authority of the Superintendent of the Defiance City Schools to direct and assign teachers as ascribed by the ORC.

B. TRANSFERS

1. For transfers initiated by the Administration, a meeting shall be held between the affected teacher and the Superintendent or his designee. At such meeting, the needs of the system and the personal concerns of the teacher including his/her seniority and desires will be taken into account. However, the decision of the Superintendent or his designee shall be final so long as it does not conflict with #2 below. An involuntary transfer is the movement of any employee to a different assignment, grade level, subject area or building done contrary to the choice or consent of the employee
2. When involuntary transfers are effected for a necessary reduction in a school's staff allocation due to reduced student enrollments or the closing and/or consolidation of a building, said transfers will be made on the basis of years of service in the District; that teacher in the affected building possessing the least amount of service and applicable certification being transferred first.
3. A teacher being involuntarily transferred will be placed only in an equivalent position (not be reduced in pay, nor be assigned to a position for which the teacher is not certificated), nor will the transfer impair tenure.

**ARTICLE V
EMPLOYMENT PRACTICES**

A. CONTRACTS

All members of the bargaining unit shall be issued contracts for teaching or supplemental duties performed. Contracts shall state the amount to be paid the teacher. Contracts shall be of two kinds: Limited and Continuing.

1. Limited Contracts: Teaching

A limited contract for teaching is a contract of five (5) years or less in duration.

- a. Upon initial employment, a one-year contract shall be issued by the Board.
- b. The second and third contracts issued by the Board shall be one-year contracts.
- c. The fourth contract issued by the Board and all thereafter shall be for two (2) years.

2. Limited Contracts: Supplemental Duties

All Supplemental duties contracts are limited contracts.

- a. Each Supplemental duty contract will be issued for one (1) year's duration.
- b. All Supplemental duty contracts will automatically expire on April 30 of the contract year (even though contractual duties are yet to be completed by the member).
- c. When a member's supplemental duty contract is issued, the member must sign and return the Supplemental duty position within thirty (30) days of issuance or face forfeiture of his/her right to the supplemental duty position.
- d. The Athletic Director has the right to evaluate coaches with Supplemental contracts.

3. Continuing Contracts: Teaching

- a. Continuing contracts shall be issued in accordance with the Ohio Revised Code.
- b. To be eligible for a continuing contract, it is necessary that the unit member hold either a professional, permanent, life teaching certificate or 5 year license/professional educator license required by law and/or ODE regulations and meet the following experience qualifications:

- 1) For unit members whose only experience has been service for the Defiance City School System: The member must teach three years for the Defiance City School District out of five years of teaching experience in the subject area of his or her professional, permanent, or life certification.
- 2) For unit members with teaching experience in other school districts who are then employed by the Defiance City School District:
 - i. If the unit member has been working under a continuing contract in another school district prior to his employment by the Defiance City School District: the unit member must meet certification requirements, and as a general rule, must serve two years for the Defiance City School District prior to receiving a continuing contract. The Board of Education may, however, upon recommendation of the Superintendent of Schools, at the time of employment or during the two-year period, issue a continuing contract to the unit member.
 - ii. If the unit member has not been working under a continuing contract in another school district prior to being employed by the Defiance City School District, the unit member must meet certification requirements and teach three years within a five year period for the Defiance City School District.
 - iii. In the year in which the unit member has completed the prescribed qualifications for a continuing contract as defined above and has on file written notification of their eligibility with the Superintendent by April 1, the Board shall take one of the steps allowed by ORC 3319.11.
- 3) A unit member must keep on file with the Superintendent a copy of all his or her current certificates and licensures. The unit member who fails to notify the Superintendent by April 10 of receipt of a professional or permanent certificate or notice from the State Department of Education to that effect waives any right to a continuing contract until the following April.
- 4) Teachers who believe they will be eligible for a continuing contract must give written notice of their eligibility to the superintendent on or before April 1, or they will be deemed to have waived their eligibility until the following April.

B. MAINTENANCE OF CERTIFICATIONS/LICENSES

Each member of the bargaining unit shall maintain all teaching certifications held at the time of August 15, 1991 or new hires after this date. Failure to maintain these teaching certifications/licenses may result in dismissal if the Superintendent determines that the remaining certifications are not sufficient for the District's current or anticipated needs.

(Certifications/licenses may be allowed to expire but only with the approval of the superintendent)

C. SUMMER SCHOOL -- STANDARD CURRICULUM

1. Recommendations for summer school teaching positions will be made by the building principal or his/her designee to the Superintendent and presented to the Board for its consideration for appointment. In making the recommendations for summer school teaching positions, the following criteria will be considered by the principal (or designee):
 - a. The quality of past service rendered by the applicant and the applicant's ability as a teacher to relate well with the pupils to be enrolled must be considered satisfactory during the current school year. In addition, a recommendation of the principal may be considered.
2. A standardized Summer School Teaching application form will be made available in all buildings by May 1 of each year. Teachers will be asked to indicate their areas of teaching preference in descending order. Teachers must be certificated in the areas listed.
3. Based on projected enrollment, teachers will be given a tentative notification of intent to hire by May 15.
4. All teachers who have applied for summer school and who have received tentative notification of intent to hire will be assembled on the first day of each summer session. Based on enrollment, teachers meeting certification requirements will be assigned according to district-wide seniority in the Defiance City Schools.

Teachers will be placed according to system wide seniority and certification.

Personnel from other school districts who are properly certificated will be considered last.

5. High School Summer school teachers are expected to follow the course of study for high school courses. Teachers of remedial courses are expected to address student deficiencies by selecting appropriate topics from the course of study to meet the students' needs.
6. Appointments for summer school teaching positions will be made contingent upon student enrollment. Whenever it is determined not enough students are enrolled, the summer school staff will be cut accordingly. Every effort will be made to notify applicants of tentative summer school appointments.

D. TEACHER EVALUATION

1. Evaluation of bargaining unit members will be done pursuant to Ohio Revised Code 3319.111.
2. All evaluations shall be performed only by properly certificated administrators, certificated supervisors or persons mutually agreed to.
3. Evaluation Procedure

All staff shall be evaluated according to the following guidelines: New staff members will be evaluated at least twice during their first year, staff members on limited contracts will be evaluated at least twice during the last year of their contract. Staff members who are on the 1st year of a 2-year contract or are on a continuing contract may be evaluated.

- a. One evaluation in the first semester to be completed by January 25.
 - i. Two observations (classroom and/or respective professional setting), a minimum of thirty (30) minutes each, to be completed by January 15.

Observations (classroom and/or respective professional setting) will be summarized in a written evaluation and presented to the teacher in a post-observation conference by January 25.
- b. One evaluation in the second semester to be completed by April 1.
 - i. Two observations (classroom and/or respective professional setting), a minimum of thirty (30) minutes each, to be completed by April 1.

Observations (classroom and/or respective professional setting) will be summarized in a written evaluation and presented to the teacher in a post-observation conference by April 10.
- c. Each teacher shall receive a written report of the evaluation which shall set forth recommendations, if needed, regarding improvements needed in the teachers performance, and suggestions for making the improvements.
- d. Evaluators will use as one measure of appraisal, the employees job description, and the performance expectations of the district as stated in the district's board policy handbook. The use of public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited except that nothing shall prevent the District from using such equipment with the agreement of the teacher.

E. COMPLAINT PROCEDURE

1. Procedural Requirement

Any complaints regarding an employee made to any member of the administration or board by any parent, student, or other person which could negatively affect an employee's status, shall be reduced to writing by the complaining party before it is to be considered a "complaint" for purposes of this agreement, and shall be processed according to the procedure outlined below.

a. Meeting with Concerned Parent or Student — First Level (Verbal)

The staff member shall meet with a parent or student who has a concern to try to resolve the concern informally. The building principal may meet with the staff member and parent/student to attempt to informally resolve the concern. At this level the staff member may bring one third party of his/her choice to this meeting.

b. Level Two Procedure

Step 1

In the event that a concern is unresolved at the first level to the satisfaction of all parties, the concerned student or parent, who wishes to proceed further, will be asked to complete the administrative appeal form. When this is completed, the concern shall be considered as a "complaint" and will follow the board adopted administrative appeal process.

Step 2

If the administrative appeal process results in any action which is placed in the personnel file of the employee, the employee shall have a right to submit a written statement responding to a complaint which shall be included in the employee's personnel file.

2. No Reprisal/Legal Relief

The unit member agrees not to attempt any reprisal against a parent or student because of a complaint except that nothing in this Section shall prevent a unit member from seeking legal relief.

3. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding any such complaints.

4. Written Complaints

Written complaints only become part of the personnel file when they result in verbal or written reprimands or other disciplinary actions(s).

F. PERSONNEL FILES

1. Any post employment materials in a teacher's personnel file may be reviewed by the teacher upon twenty-four (24) hour notice to the supervisor. Said teacher shall be entitled to have a representative of his/her choosing accompany him/her during such review. An administrator shall be present whenever a teacher inspects his/her personnel file.
2. The teacher shall receive upon request one completed copy of all material in the file.
3. Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file.
4. All entries into the personnel file shall be dated as to entry.
5. The teacher may respond in writing to any information contained in his/her personnel file and may have the response affixed to the information.
6. The examination of an employee's personnel file shall be subject to state law.
7. There shall be only one official personnel file in the District. Personally identifiable information regarding the teacher may be kept by other administrative personnel in the ordinary course and requirement of their duties. However, until such time as a given document is entered into the official personnel file, it may not be used to the professional disadvantage of the teacher. The employee shall receive a copy of all entries placed in the official personnel file prior to filing.

G. PROVISIONS FOR ESTABLISHING/REVISING SUPPLEMENTAL CONTRACT POSITIONS

The Board agrees to establish procedures for establishing a new supplemental activity or sport position and/or for the revision of an existing program which requires a supplemental contract. Input from DCEA negotiating team members will be sought in the development of these procedures.

H. PERSONNEL DIRECTORY AND POLICY MANUAL

The Board shall distribute to the Association President on or about October 1 of each year the following:

1. A personnel directory showing the name, address, e-mail address and telephone number for each bargaining unit member of the Board except that the Board need

not disclose addresses and telephone numbers of bargaining unit members who so request in writing.

2. A policy manual containing all current Board and Administrative policies.

I. RELATED TEACHERS AND/OR EMPLOYEES

No bargaining unit member shall be discriminated against on the basis of his/her being related to another employee of the Board, although the Superintendent may consider such relationships in the assignment of members within the system.

J. CERTIFICATION

The Board will make every effort to have bargaining unit members teaching within their major and minor areas of study. Teachers will not be required to teach in an area for which they do not hold certification pursuant to State requirements.

K. TUITION WAIVER

The Board of Education agrees to establish a policy and procedures allowing nonresident unit members who have submitted appropriate applications by July 25 to have their children or children for whom they are legal guardians, to attend the Defiance City Schools. This policy will provide that all students of district residents will have first priority, all requests for intra-district open enrollment will be honored second, and will not allow students to be accepted if class size is exceeded, additional staff members are needed, or additional building expansion is needed. Notification of requests will be made by August 20.

L. SOLE PROCEDURES

The Board shall follow the procedures of the Ohio Revised Code for employment practices and the dismissal process.

**ARTICLE VI
REDUCTION IN FORCE**

A. STAFF REDUCTIONS

The following procedures shall govern the reduction of certified staff made necessary as a result of lack of sufficient operating funds, decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the District.

B. ATTRITION

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed in accordance with Ohio Revised Code 3319.11 and other related sections of this Master Agreement.

C. REDUCTION OTHER THAN BY ATTRITION

To the extent that reductions under "A" above are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a teachers contract(s) will be suspended. When layoffs of members of the bargaining unit occur, the Administration shall identify areas of certification that will be reduced and then prepare a reduction in force list by areas of certification. A copy of the list of potentially affected employees shall be provided to the Association.

In each area of certification being reduced, limited contract teachers shall be reduced before continuing contract teachers according to seniority. This does not mean, however, that the Board is required to non-renew all limited contracts available for nonrenewal prior to utilizing the Reduction in Force provision of this Article. In a certification area where all the bargaining unit members hold continuing contracts, the least senior bargaining unit member in that area of certification shall be reduced first.

Any teacher who has been laid off shall have his name placed on a recall list.

D. SENIORITY AND CERTIFICATION

A seniority list shall be established listing all members of the bargaining unit, the date a written contract was approved by the Board, and the areas of certification held by each teacher.

Seniority shall be determined by the length of continuous service in the school system as determined by the date of Board action to employ (Part-time teachers shall receive prorated service credit, i.e. 1/2 time equals 1/2 year service). Among those with the same length of, continuous service, seniority shall be determined by:

- a. The date of the Board meeting in which the teacher's written contract was approved; and then by
- b. An agreed upon method of chance in which all affected parties have an equal opportunity.

Length of continuous service will not be interrupted or affected by authorized parental leave, educational leave, military leave or layoff under the provisions of this Contract. All other leaves of absence shall not be counted toward continuous service. However, once an individual's name is removed from the recall list pursuant to E-4 below, that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.

On or about January 30 of each school year, the Association President shall receive in writing a copy of the seniority list.

E. RECALL

1. Teachers on the Reduction in Force list shall be returned to active employment to fill full or part-time vacancies in reverse order of reduction for any position that becomes available for which they are or have become certified before any permanent teacher -- full, part-time or substitute is hired for such vacancy.
2. In the event a vacancy(cies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.
3. A teacher on the Reduction in Force List shall have the right to accept or refuse a position which is offered. The teacher must accept or refuse said position within five (5) days from personal or registered letter notification of the opening. If the teacher refuses or does not respond within the time frame given, the position will then be offered to the next certificated teacher on the recall list.
4. A teacher's name shall remain on the Reduction in Force list for two (2) school years (July 1 to June 30) following the date he/she is first placed on the list.

**ARTICLE VII
FAIR TREATMENT & DISMISSAL**

A. REQUIRED MEETINGS OR HEARINGS

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which the unit member reasonably expects to result in disciplinary action, the employee shall be given at least two (2) days written prior notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

B. DISCIPLINE

No bargaining unit member shall be reprimanded, reduced in pay, or suspended without just cause or reasonable basis. Any bargaining unit member subject to disciplinary action shall have the right to respond to the discipline by the Board. Prior to any formal action, the bargaining unit member or his/her representative shall have the right to respond at a hearing in which the disciplinary action is to be determined. The immediate supervisor/administrator and/or the superintendent will be present at the meeting.

If disciplinary action is to be taken, a written account will be placed in his/her personnel file as well as an optional rebuttal account. Notation will be made regarding the nature of actions to be taken and/or time to be given to correct the actions which were deemed to be violations. Among the actions may be an option for the removal of the written account of the disciplinary action(s) after a mutually agreed upon time period.

The following shall determine the disciplinary action to be taken.

Step 1: A written reprimand.

A written reprimand for alleged violation of reasonable Board regulations or rules, or reasons related to the bargaining unit member's professional performance or for other just cause shall be made in writing by the administrator making the charge or imposing the disciplinary action.

Step 2: Additional written reprimands.

If the same or other alleged violations occur, additional written reprimands may be issued.

Step 3: A suspension without pay for up to three days.

The superintendent or his designee may suspend a bargaining unit member for up to three (3) days without pay for violations of reasonable Board regulations or rules, or reasons related to the bargaining unit member's professional performance or for other just cause when the written reprimand in steps 1 and 2 have previously been given and violations continue.

Step 4: A suspension without pay for up to ten days, or a suspension pending termination.

The superintendent or his designee may suspend a bargaining unit member for up to ten (10) days without pay for violations of reasonable Board regulations or rules, or reasons related to the member's professional performance or for other just cause when steps 1, 2 and 3 have been implemented and violations continue.

Severity Clause:

If in the opinion of the superintendent, the violation is severe enough to warrant immediate suspension or termination (violations such as theft, embezzlement of public funds, using or being under the influence of alcohol or illegal or abusive drugs during working hours, physical violence, or other offenses involving gross misconduct or insubordination), the above disciplinary steps may be omitted, and the superintendent or his designee may suspend a bargaining unit member for up to ten (10) days without pay or suspend pending termination. Within ten (10) days a hearing will be scheduled by the Superintendent with the bargaining unit member, and his/her chosen representative, to respond to the charged violations. If after hearing all testimony the superintendent decides not to suspend or proceed with termination procedures, the bargaining unit member will receive pay for the days suspended, the notice of suspension will be removed from the bargaining unit member's file, and the member will return to his/her contractual duties.

Nothing herein shall preclude the Board of Education from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by the Agreement.

C. NONRENEWAL

The Board shall follow the procedures of the Ohio Revised Code in all non-renewals.

D. TERMINATION OF CONTRACT

The termination of a contract during the term of such contract, shall be only for those grounds as set forth in Section 3319.16, Ohio Revised Code. The procedures for termination of a contract and appeal shall be only as prescribed by Section 3319.16.

E. SUSPENSION PENDING TERMINATION

A teacher suspended without pay pursuant to Section 3319.16, Ohio Revised Code, shall be paid his full salary for the period of suspension if, after the hearing held pursuant to that Section, the decision of the Board of Education is against termination.

**ARTICLE VIII
LEAVES OF ABSENCE**

A. SICK LEAVE

1. Each full-time member of the bargaining unit shall be entitled to sick leave of 8.44 work hours (6.75 hours x 1.25 days) with pay for each completed month of full-time service. This is equivalent to fifteen (15) full-time days of sick leave per year. For the purpose of this agreement, a work day for full-time members is defined as 6.75 hours. This time includes teaching and conference time but excludes the thirty-minute lunch time.

Part-time members of the bargaining unit shall be entitled to sick leave prorated according to the contracted number of hours worked per week (contracted hours per week divided by 33.75 x 6.75 x 1.25 hours with pay for each completed month of regular service). [This is equivalent to fifteen (15) part-time days of sick leave per year.]

Sick leave can be utilized in one-quarter (1/4) hour increments, any fractional part of a quarter (1/4) hour shall be rounded up when calculating the "charge off" against accumulated sick leave.

2. For full-time members of the bargaining unit, the unused portion of sick leave is subject to a maximum accumulation of 1728 hours (1728 hours is equivalent to 256 days) effective the 2010-2011 school year. Certified employees without accumulated sick leave shall be advanced 67.5 hours for the remainder of the current contract year with the provision that such advanced sick leave be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. Those employees who remain employed by the Board will be allowed to restore advanced sick leave during subsequent years.

For part-time members of the bargaining unit, the unused portion of sick leave is subject to a maximum hourly accumulation prorated according to the contracted number of hours worked per week (contracted hours per week divided by 33.75 x 6.75 x 256 in 2010-2011 hours). Certified employees without accumulated sick leave shall be advanced hours prorated according to the contracted number of hours worked per week (contracted hours per week divided by 33.75 x 6.75 x 10 hours) for the remainder of the current contract year with the provision that such advanced sick leave be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. Those employees who remain employed by the Board will be allowed to restore advanced sick leave during subsequent years.

3. Bargaining unit members who are absent because of illness are still in the service of the District, and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:

- a. Personal illness;
 - b. Pregnancy - Sick leave for pregnancy shall be a total of forty (40) contracted days. Additional use of sick leave for medical complications will only be granted for medical complications as recommended by the attending physician;
 - c. Injury (personal);
 - d. Exposure to contagious disease which could be communicated to others;
 - e. Absence due to illness or injury in the employee's immediate family. The immediate family is defined as husband, wife, children, mother, father, sister, brother, parent-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, or other members of the same household; or,
 - f. Adoption: An employee may use up to a maximum of forty (40) days for post-bonding purposes.
4. For death of relatives in the immediate family as defined in 3. e. absence shall be approved not to exceed five (5) school days per occurrence without loss of pay.
5. Procedures:
- a. In order to use accumulated sick leave, notice must be given, if possible, to the building principal not later than 7:00 a.m. in the high school and junior high buildings, and 7:30 a.m. in the elementary buildings, of the date the unit member is absent.
 - b. In the case of an absence of five (5) or more consecutive days, a doctor's notice may be required. Notification shall be made to the Superintendent of Schools.
 - c. In case of an extended absence (10 working days or more), a doctor's notice of on-going medical treatment may be required. Notification shall be made to the Superintendent of Schools.
 - d. In case of extended absence, beyond four (4) weeks, a doctor's certification of disability may be required. Notification shall be made to the Superintendent of Schools as to probable date of return to duties.
 - e. Application for grant of sick leave must be filed by the unit member within three (3) days after return to duty.
 - f. The Treasurer is not authorized to make payments for sick leave unless application for Sick Leave Payments is approved by the Superintendent of Schools.
 - g. Notification of accumulated days of sick leave will be stated at the end of the school year during the month of June.

- h. The falsification of sick leave shall be just cause for disciplinary action which may include loss of pay, or suspension without pay for each violation.' Repeated violations may result in termination of a teaching contract.

B. PROFESSIONAL LEAVE

1. Professional meetings are defined as conferences, conventions, school visitations or other activities which would enhance one's professional capabilities. The Association shall be granted up to four (4) total days for delegates to attend the OEA Representative Assembly with two weeks notice. Up to one (1) mutually agreed upon day may be granted to the President to transact Association business with the Superintendent or Board representative.
2. Employees may be permitted to attend professional meetings. If a member of the bargaining unit is required to attend a professional meeting at the request of the Board and/or Administration, the employee shall be reimbursed for those reasonable expenses for which the employee had obtained prior approval.
3. Attendance at any professional meeting shall have prior approval of the Board or its designee. Upon prior approval, a unit member who requests to attend a professional meeting may be reimbursed for his/her expenses.
4. Attendance at professional meetings may be approved for meetings in subject matter area, in any area in which a teacher currently holds a supplementary contract, or when a teacher serves in an academic educational organization.
5. In situations where teachers are expected to escort students to state or national conventions, meetings, etc., the Board will grant release time and pay necessary and reasonable expenses for which the employee had obtained prior approval.
6. All requests must be turned in two (2) weeks in advance, except under unusual circumstances when a shorter notice is permissible. If the Board does not meet within this time, the Superintendent will be empowered to authorize the trip.
7. The teacher shall suffer no loss of pay while on professional leave.

C. ASSOCIATION LEAVE

Release time may be granted by the Superintendent to the president and vice-president or a designee of the Association for the purpose of educational lobbying and/or for negotiations training. The number of days is not to exceed a combined total of two (2) in any given school year.

D. PERSONAL LEAVE

1. Each full-time member of the bargaining unit shall be granted up to 20.25 unrestricted hours of non-cumulative personal leave per year. Personal leave can be

utilized in one-quarter (1/4) hour increments, any fractional part of a quarter (1/4) hour shall be rounded up when calculating the "charge off" against personal leave.

Each part-time member of the bargaining unit shall be granted personal leave prorated according to the contracted number of hours worked per week as defined as follows: The number of unrestricted hours shall be up to the contracted hours per week divided by 33.75 x 20.25 hours.

One personal leave day may be rolled over to the next school year in lieu of payment. No more than four (4) days can be accumulated and/or used in one school year.

Bargaining unit members who want payment under paragraph (D6) below must submit a request in writing to the Treasurer's Office on or before June 15th of each year. If no request for payment is received one unused personal leave day will be rolled over to the next school year.

2. No form of personal leave, with or without salary deductions, except in extenuating circumstances as approved by the Superintendent, shall be granted on the first and last day of school nor on a school day preceding or following vacation or a regularly scheduled holiday. Further, each employee may take no more than one of the three personal days during the month of May.
3. Except in emergency situations, a request to use personal leave must be made at least forty-eight (48) hours before the leave is to be used.
4. Personal leave utilized in violations of the above standards and criteria shall be subject to appropriate disciplinary action which may include loss of pay, or suspension without pay for each violation. Repeated violations may result in termination of a teaching contract.
5. An employee may use personal leave for death outside the immediate family or death of a close friend.
6. Each full-time member of the bargaining unit will be reimbursed sixty dollars (\$60) for each full unused personal leave day (6.75 hours).

Each part-time member of the bargaining unit will be reimbursed for non-use of their personal leave according to the following formula: contracted hours per week divided by 33.75 x \$60 x number of full unused personal leave days.

E. PARENTAL LEAVE

1. Parental leave, which shall include adoption or rearing a child less than one (1) year of age, or within one year of adoption, shall be granted to a unit member, except that at no one time may both parents be on parental leave at the same time. Such

leave shall be up to one (1) year, which may be extended by mutual agreement for an additional year. This leave shall be without pay.

When an application has been approved and the unit member returns to work, he/she shall be placed in the work force at the same status which he/she held at the time the leave commenced, but not necessarily the same position.

An employee, who because of a miscarriage or other unforeseen circumstance or a personal desire to return to service, and who is physically able to resume contractual duties before the "intended date of requesting return to service" may return at a date earlier than one (1) year if a position for which the unit member is qualified becomes available.

2. Application for the leave shall be in writing, and shall contain a statement of the, expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the intended date requesting return to service. Said written application shall be submitted forty-five (45) school days in advance of the beginning date of the leave. In case of adoption or emergency, a shorter notice will be acceptable.
3. The teacher shall return at the beginning of the next succeeding school year unless he/she mutually agrees with the Superintendent to return earlier or if the teacher desires an extension of said leave, it must be made in writing to the Superintendent by March 15.

F. MEDICAL LEAVE

A leave of absence without pay for a period of up to one (1) year shall be granted upon medical documentation of the need thereof.

1. The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the teacher will be unable to return to work because of illness.
2. A teacher may be granted a leave of absence without pay for not more than two (2) years.
3. The teacher returning from said leave shall resume the same contract status and the same position in the same building which he/she held prior to leave.

G. FAMILY AND MEDICAL LEAVE

Nothing herein shall be construed as restricting or eliminating any rights or benefits to which a bargaining unit member is entitled under the Family and Medical Leave Act of 1993, P.L. 103-3. Under the Family Medical Leave Act, an eligible employee is entitled to twelve (12) work weeks of leave during a twelve (12) month period. The Board shall provide the same group health coverage to an eligible employee that was provided prior to the employee taking FMLA. The leave may be paid (if it runs concurrently with sick leave), or unpaid (if it does not run concurrently with sick leave).

H. ASSAULT LEAVE

1. Any member of the bargaining unit who is assaulted while in the course of performing professional duties, and who sustains injuries as a result of the assault, may request assault leave to recuperate from the injuries.
2. Assault leave shall be for no longer than seven (7) contractual days.
3. Before assault leave can be approved, the certificated employee shall meet the following conditions:
 - a. Furnish the Superintendent a written, signed statement describing the circumstances and events surrounding the assault;
 - b. Obtain a certificate from a licensed physician describing the nature and duration of the injury sustained, and file this with the Superintendent;
 - c. File a police report and/or file criminal charges against the person who committed the assault and/or agree to testify.
4. If a member's injuries require additional leave, the remaining leave will be charged against the individual's sick leave.
5. Any bargaining unit member who makes false application for and/or falsifies any information within the provision of this article, shall be subject to Board discipline, suspension or termination.

I. LEGAL OBLIGATIONS

In the case of jury duty, or when subpoenaed by a court, or other legal authority, the Board shall grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between such employee's regular compensation and the remuneration received for serving as a juror or a witness.

J. EDUCATIONAL LEAVE

Leaves of absence without pay may be granted by the Board upon the favorable recommendation of the Superintendent for purposes of professional development. When an application has been approved and the unit member returns to work, he/she shall be placed in the work force at the same status which he/she held at the time the leave commenced, but not necessarily the same position.

Only unit members who have served three (3) or more years in the Defiance City Schools are eligible to request a leave of absence.

K. BEREAVEMENT LEAVE - Certified employee absence from duty due to a death:

1. The teaching staff will be granted three (3) days absence from school not chargeable to sick leave for the death of a child or spouse.
2. The teaching staff will be granted two (2) days absence from school not chargeable to sick leave for the death of a parent.

L. GENERAL PROVISIONS

1. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave' providing they reimburse the Board for premium costs at the beginning of each month. Those individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the Contract.
2. Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent.
3. All requests for leaves, or extensions or renewals thereof, must be in writing to the Superintendent. Usually, leaves of absence for any purpose will be granted for only one (1) calendar year (365 days). A request for a second year leave will be considered individually by the Superintendent and the Board.
4. The falsification of any leave shall be just cause for disciplinary action which may include loss of pay, or suspension, without pay for each violation. Repeated violations may result in termination of a teaching contract.

**ARTICLE IX
COMPENSATION AND REIMBURSEMENTS**

A. SALARY SCHEDULE

1. Regular Salary Schedule

The salary and index of each full-time bargaining unit member covered by this Agreement is calculated according to Appendix "A 1" which is attached hereto and made a part hereof.

Part-time teachers (K-6) will be paid beginning ten (10) minutes before their first class until ten (10) minutes after their last class (excluding thirty (30) minutes for lunch). This includes ten (10) minutes between unlike classes and five (5) minutes between like classes. Salary will be calculated by dividing the total number of hours worked (as defined above) by 33.75 hours times their position on the salary schedule. Times before school, between classes, and layover times will be considered conference times. if the conference times are not proportional to what a full-time teacher receives, additional time will be added to make conference time comparable and this time will be paid.

Part-time teachers under contract for the 1990-91 school year will have the option of being compensated according to the practice in effect during that year for as long as they are continuously employed by the district. Since this practice was based on thirty (30) hours which did not include conference time, no additional conference time will be granted.

The part-time teachers to whom this would apply is Susan Blank.

For part-time teachers (7-12), this prorated salary will be computed by taking the number of periods taught per day divided by the number of scheduled periods at the building. This fraction will then be applied to the full time salary found in appendix "A-1" to compute the part-time yearly salary.

Planning and conference time for part-time teachers (7-12) will be pro-rated based on the number of periods taught per day divided by the maximum number of teaching periods at the building. This fraction will be the fraction of one (1) conference period allotted for conference time. if when scheduling this time, it is necessary for the teacher to remain at school for longer than the allotted conference time so that he/she will, be available for the next scheduled class, the teacher will be compensated for this time.

2. Supplemental Salary Schedule

Bargaining unit members contracted for supplemental positions shall be paid according to the indices in Appendix "B 1". Said index shall be multiplied by the base salary in Appendix A. Employees may be reimbursed over twenty-six (26) pays or a lump sum payment at the conclusion of the activity. If the bargaining unit member wishes to be paid over twenty-six (26) pays, he/she must fill out a form prior to August 15 and submit it to the Treasurer. If the bargaining unit member is hired after August 15, he/she will only be able to receive a lump sum payment at the conclusion of the activity for that year.

All persons who are hired to an extended time position will be issued a base contract (which may be limited or continuing contract) for the regular school year and a separate supplemental contract for the extended time.

The amount of the extended time supplemental contract will be calculated by taking the per diem rate of the regular contract multiplied times the number of days of extended time, and then multiplied by 90%.

B. SALARY SCHEDULE PLACEMENT

1. Degree and Hours

Bargaining unit members shall be placed on the salary schedule according to the highest degree which they have attained plus the number of graduate semester hours beyond their last earned degree. Undergraduate hours may be used under this subsection of the contract only upon approval of the Superintendent.

- a. All credit for additional training must be presented to the Superintendent by September 15 or January 15. Credit for additional training will be granted at the beginning of each semester.

2. Experience

Years of service, for salary schedule placement purposes, shall be credited according to the following:

- a. All years of actual teaching service in the Defiance City School District, regardless of training level, with each year consisting of at least one hundred twenty (120) days full time under a teacher's contract, not including service as a substitute;
- b. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code or in another public school, regardless of training level, with each year consisting of at least one hundred twenty (120) days full time under a teacher's contract, not including service as a substitute;

- c. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code, regardless of training level, with each year consisting of at least one hundred twenty (120) days full time under a teacher's contract, not including service as a substitute;
- d. All years of active military service in the armed forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year; and
- e. Any part-time bargaining unit member who teachers at least four (4) hours per day for 120 or more part-time days in a school year shall at the end of the school year be given credit for one (1) year for purposes of placement on the salary schedule. Service for less than four (4) hours per day for 120 part-time days shall be credit for one-half (1/2) year for the purpose of placement on the salary schedule.

C. PAY PERIODS

- 1. Teachers will be given the choice of one of the following two options regarding payment of their salaries:
 - a. The yearly salaries for each contractual year will be paid in twenty-six (26) equal installments, payable every other Friday with the first pay period beginning the second Friday after the first work day of each school year.
 - b. The salary will be paid in twenty-six (26) equal installments of the annual contractual salary, with the first twenty (20) payments made as in "a" above and the last six (6) installments to be paid in one lump sum on the twenty-first (21st) pay period.
- 2. Employees who opt for lump sum payment as specified in "b" must notify the Treasurer's office, in writing, by May 15.

D. CONFERENCE PERIOD PAY

A twenty dollar (\$20.00) stipend per period (or nearest full hour) will be paid to any bargaining unit member who is requested by a building administrator to be responsible for additional classroom supervision in lieu of the hiring of a substitute.

E. MILEAGE REIMBURSEMENT

Bargaining unit members required in the course of their work to drive personal automobiles shall receive a car allowance in accordance with current IRS regulations.

F. TUITION REIMBURSEMENT

1. Bargaining unit members shall receive reimbursement toward tuition for additional training. Courses to be taken will be approved by the Superintendent/Board in accordance with the following guidelines.

- a. Any bargaining unit member who is currently under contract and who has completed at least one year of teaching in the Defiance City Schools qualifies for reimbursement. Each bargaining unit member receiving pay, under this section, prior to his/her receipt of such pay, shall agree that he/she will teach in the district for at least one full school year following receipt of such pay.

If such bargaining unit member chooses (as opposed to not returning due to non-renewal or a RIF) not to teach in the district for the required period, the amount of such tuition pay received during the prior school year shall be deducted from said bargaining unit member's final pay.

- b. Courses taken must relate to the individual's area of instruction.
- c. Courses taken to certify individuals in other teaching area, which are beneficial and needed in the school district or for meeting continuing certification requirements, may be approved by the Superintendent or the Board of Education.
- d. During a fiscal year, a maximum of twelve (12) semester hours or the equivalent thereof per person will be considered for reimbursement.
- e. Upon completion of one (1) semester hour with proof of completion, one hundred dollars (\$100.00) of the tuition will be reimbursed to the bargaining unit member. Upon completion of two (2) semester hours with proof of completion, two hundred dollars (\$200.00) of the tuition will be reimbursed to the bargaining unit member. Upon completion of three (3) semester hours with proof of completion, three hundred dollars (\$300.00) of the tuition will be reimbursed to the bargaining unit member. Payment times for tuition reimbursement will occur in October, January, March and June.
- f. A condition precedent to payment is earning a grade of B or higher, or if the course is taken on a pass/fail basis, a passing grade must be earned.

G. PAYROLL DEDUCTIONS

Bargaining unit members are entitled to the use of payroll deduction for the following:

- a. Membership dues in the United Teaching Profession

- b. Employees Own Credit Union (a minimum of 5 employees must participate.)
- c. Political Donations
- d. Annuities - Deductions shall be made and reported each pay period.
- e. Insurances
- f. Defiance Area United Way
- g. YMCA
- h. Ohio Tuition Trust Authority
- i. Fair Share Fee

H. SEVERANCE PAY

Each retiring member of the bargaining unit shall, upon application, be entitled to receive payment for twenty-five percent (25%) of his/her accrued but unused sick leave, provided that accrued and unused sick leave shall not exceed two hundred and fifty-six (256) days effective 2010-2011 school year for the purposes of this computation up to a maximum of sixty-four (64) days the 2010-2011 school year.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:
 - a. The employee must have had not less than five (5) years of service with this school district, the State of Ohio, its political subdivisions, or any combination, thereof;
 - b. The employee actually terminates his/her employment with the District and retires or dies.
 - c. The words "retires" or "retirement", as used herein, mean disability or service retirement under any state, municipal, or other political subdivision retirement system in the state;
 - d. If the employee is otherwise eligible for retirement, except for the attainment of retirement age, he shall be entitled to payment of accrued but unused sick leave if he attains retirement age during the current calendar year following the date on which his employment is terminated;
 - e. The employee must, at the time of receiving his payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof of documentation as may reasonably be required.

2. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto; and such payment shall be made within two (2) weeks after the employee receives his/her first retirement check from the retirement system.
3. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

I. S.T.R.S. PICK-UP

The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be whatever amount is the State mandated employee's share of his/her compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

J. SUMMER SCHOOL PAY

Members of the bargaining unit shall be compensated at the rate of twenty-seven dollars and fifty cents (\$27.50) per hour for each summer school teaching assignment. A summer school teacher who works 1 1/2 to 2 hours a day shall receive 1/4 hour planning time. A summer school teacher who works more than 2 hours and up to four hours a day shall receive 1/2 hour planning time.

K. RETIREMENT NOTIFICATION INCENTIVE

An employee who is eligible to retire through the State Teachers' Retirement System shall be paid \$1,500 if he/she meets the following conditions: (1) must complete the school year and, (2) must notify the Board of Education of his/her intention to retire (via submission of retirement letters for Board acceptance) to the Board of Education by April 1 of the year in which they will retire.

**ARTICLE X
FRINGE BENEFITS**

A. MEDICAL INSURANCE

The Board shall provide from a carrier, or in the case of self funding, a third party administrator, licensed by the state of Ohio medical insurance coverage as shown in the appendix (with the exceptions noted below) for each unit member now or hereafter employed and for his/her family. Choice of carriers shall be at the discretion of the Board providing that coverage is equivalent. The Board shall pay ninety-five percent (95%) for a single plan and ninety percent (90%) of a family plan. If a husband and wife are employed full-time by the Board, the Board will pay one-hundred percent (100%) of the family plan as long as both employees remain full-time and are covered under the same plan.

PC-1A Coverage:

The Board shall pay up to and including 15% of insurance increases over the previous year's premium in year 2 and 3 of the Agreement.

If the increase in the cost of health insurance as determined by NBEC is greater than 15% over the previous year's premium, the Association may choose other plan options within the NBEC consortium to reduce the increase to 15% or less or bargaining unit members will pay the premium increase over 15%.

B. GROUP LIFE

The Board shall provide \$50,000 term life insurance for each full-time unit member and pay 100% of the cost, and \$25,000 term life insurance for part-time unit members and pay 100% of the cost.

C. DENTAL INSURANCE

The Board shall provide from a carrier licensed by the state of Ohio family dental insurance protection for each member of the bargaining unit equal to or exceeding the level of coverage in effect for the 1999/2000 school year. The Board shall pay 100% of the cost of such insurance. Choice of carriers shall be at the discretion of the Board providing the coverage is equivalent.

D. OPTICAL INSURANCE

The Board shall provide vision/optical insurance as listed below for each unit member now or hereafter employed and for his/her family. The Board shall pay 100% of the premium cost for a single plan and 100% of the premium cost for a family plan.

NBEC Vision Insurance — Plan 2B

E. GENERAL PROVISIONS

Fringe benefits for new part-time employees hired for any school year following 1990-91 will be provided according to the following policy:

If the staff member works less than six (6) hours a day, but more than four (4) hours a day for one hundred and eighty (180) scheduled days, the Board will pay one-half (1/2) of the hospital, surgical and major medical insurance coverage, 100% of the single dental, 100% of single vision, and one-half (1/2) of the term life. Part-time staff members working four (4) hours or less per day or less than one hundred and eighty (180) days shall not be entitled to any portion of the above mentioned fringe benefits.

Fringe benefits for the part-time teacher under contract for the 1990-91 school year (Susan Blank) will be provided for as long as she is continuously employed by the district and works less than six (6) hours a day, but more than three (3) hours a day for one hundred and eighty (180) days.

F. 125 FLEXIBLE SPENDING ACCOUNT

The Association and Board shall set forth the specifications of a 125 Plan. Once executed, the Plan shall be construed to be included in the collective bargaining agreement between the Board and the Association.

Effective date of such Plan shall be no later than December 31, 2002.

**ARTICLE XI
FAIR SHARE FEE**

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Defiance City Education Association, a fair share fee for the Association's representation of such non-members during the term of this Contract.

B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin with the first payroll period on or after January 15 of each year in ten (10) equal installments. In the case of bargaining unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- a) sixty days of employment in a bargaining unit position; or,
- b) January 15th.

The Association will provide to the Board Treasurer a list of fair share fee payers with the amount to be deducted at least one week prior to January 15.

2. Termination of Membership During Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. TRANSMITTAL OF DEDUCTIONS

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. PROCEDURE FOR REBATE

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

F. ENTITLEMENT TO REBATE

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

The Association on behalf of itself and the OEA and NEA agrees to indemnify and hold the Board harmless for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall notify the Association in writing and within fifteen (15) days of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.
2. The Association shall reserve the right to designate counsel to represent and defend the Board.
3. The Board agrees to:
 - a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
 - b) permit the Association or its affiliates to intervene as a party if it so desires; and/or,
 - c) to not oppose the association or its affiliates' application to file briefs amicus curiae in the action.
4. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) such fair share fee provision herein.

The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent certificated staff members in the bargaining unit represented by the Association.

G. MAINTENANCE OF MEMBERSHIP

All unit members who become members of the Association shall maintain their membership in the Association that year and each year thereafter, provided, however, that any such unit member may resign from membership in the Association during an open window period of June 1 through June 15 in any given year with said resignation to be effective for the succeeding membership year. The unit member must notify the Treasurer of the Board and the Treasurer of the Association by certified letter of his/her intent to discontinue membership during the open window period, otherwise the unit member automatically becomes a member for the succeeding year.

**ARTICLE XII
WORKING CONDITIONS**

A. CLASS SIZE

1. It is the intent of the Administration to maintain reasonable academic class size in relation to each grade level consideration, State School Standards and statutory limits of the foundation program. Class size K-12, (excluding band, choir, physical education, and general music) shall not exceed 30 students except under extenuating circumstances. In such cases, compensatory arrangements shall be worked out between administration and the teacher involved.
2. At the beginning of each school year, the following Inclusion practices will prevail:
 - a. In grades K through 6, the first special needs student (one identified by a DH, LD, or MH Individual Education Plan), placed into a classroom will replace a non-handicap identified student.
 - b. The second special needs student (one identified by a DH, LD, or MH Individual Education Plan), and all others thereafter, will cause a reduction in that class of two non-handicapped students for each identified student so placed.
 - c. After the end of the first week of school, any student newly identified as a special needs student within a given classroom or a special needs student new to the District will not be subject to the weighted count as defined in paragraph (2b) above.

B. BUILDING WIDE PARENT-TEACHER CONFERENCES

Parent-teacher conferences shall be governed according to the following:

1. To the extent possible parent-teacher conferences are to be scheduled during the regular teacher workday.
2. When it is necessary to schedule parent-teacher conferences before or after the regular teacher workday, the teacher shall be entitled to compensatory time. A teacher shall be entitled to one-half (1/2) day off for evenings of building-wide parent teacher conferences.
3. Except for elementary teachers, who shall be required to schedule parent-teacher conferences for all students in the first semester, bargaining unit member will be required to schedule a parent-teacher conference for students who are not performing satisfactorily.

C. TEACHER FACILITIES

The Board shall make available for each building facilities which shall be designated for the primary use by employees of the school system including: (1) Lounge, (2) A work area where members of the bargaining unit would have access to the necessary equipment and machines needed to perform their job duties, (3) Restroom facilities.

The intent of this language is that the lounge and the work areas should not be used for tutoring or mentoring.

D. INSTRUCTIONAL MATERIALS AND SUPPLIES

In keeping with normally accepted district-wide standards each member of the bargaining unit shall be provided instructional materials and supplies.

E. SCHOOL CALENDAR/WORK YEAR

1. The work year for members of the bargaining unit shall consist of no more than one-hundred and eighty-five (185) days for new members and one hundred and eighty-four (184) days for members under contract the prior school year.
2. Included shall be the following:
 - a. One (1) teacher workday with no students in attendance at the beginning of the year and a second one at the end of the year, and one (1) day at the beginning of the third quarter;
 - b. One (1) professional development day.
3. The school calendar shall be presented to the bargaining unit members. The bargaining unit members shall discuss and then vote on the school calendar. The majority votes for the priority choices will be submitted to the superintendent. The superintendent will present the DCEA's priority choice to the Board for its consideration. This procedure in no way limits the Board's right to revise the school calendar as unforeseen circumstances may demand.
4. School shall not be in session on: (a) Thanksgiving and the day after, (b) Good Friday, (c) Labor Day, (d) Memorial Day, (e) Christmas Day, and (f) New Year's Day.

F. TEACHING HOURS AND LOAD

1. Length of Workday

The maximum length of the regular workday for members of the bargaining unit shall be seven (7) hours and fifteen (15) minutes.

2. Duty-Free Lunch

Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute duty-free lunch period.

3. Planning and Conference Time

a. Full-time Elementary (K-6)

Members of the bargaining unit within the elementary buildings shall be provided no less than two-hundred (200) minutes per week as planning and conference time.

b. Full-time Secondary (7-12)

Members of the bargaining unit who teach grades seven through twelve shall be provided a minimum of one (1) planning and conference period per day.

c. Part-time Teachers (K-12)

Planning and conference period time will be prorated based on the fraction of time contracted to be worked when compared with the time worked by a full-time bargaining unit member (as defined in Article IX, Section A. 1).

Planning and conference time for part-time teachers (7-12) will be prorated based on the number of periods taught per day divided by the maximum number of teaching periods at the building.

G. IEP CONFERENCE

When it is necessary to schedule IEP conferences before or after the regular workday, the teacher(s) involved shall be entitled to compensatory time to be used upon approval of the building principal.

ARTICLE XIII
LOCAL PROFESSIONAL DEVELOPMENT

The Defiance City Schools Local Professional Development Committee will be a one (1) district committee composed of five (5) members. Three (3) committee members will be teachers selected by the DCEA to represent the districts teachers. The other two (2) committee members will be administrators selected by the Superintendent.

The committee members will serve three (3) year terms, with the terms being staggered. Three members (two teachers and one administrator) will serve from 1998-2001, and two members (one teacher and one administrator) will serve from 1998-2000.

The Local Professional Development Committee will schedule tentative dates, times, and places of meetings for the year at the initial organizational meeting. Meetings will be held at non-instructional times. Additional meetings may be held during instructional times if authorized by the superintendent. Meetings held on non-school days or after-school hours will be compensated at a rate of \$100/day, with the day being at least four (4) hours, or \$25/hour for shorter meetings.

All costs related to the Local Professional Development Committee including all meeting stipends, food, paper, forms, training, and secretarial support shall be paid from the district's Ohio Department of Education Local Professional Development Block Grant funds.

If Ohio Revised Code is modified concerning LPDC's, the Local Professional Development Committee shall reflect those changes.

**ARTICLE XIV
ENTRY YEAR PLAN**

A. DEFINITIONS

An Entry Year Plan is a provision that sets forth the standards, procedures, goals and objectives, terms and conditions related to developing and operating a formative assistance plan to use in implementing the state mandated entry year teacher program.

1. Entry Year Teacher

a. A person with no previous teaching experience in his/her first year of employment with an educational license teaching full time for the Defiance City Schools.

b. The district may offer the entry year program to other teachers.

2. Mentor

A person who provides professional support to an entry year teacher.

3. District Mentor Coordinator

A person who assists the mentor and the entry year teacher, the district and building administrators, and serve as liaison with agencies who are providing formative assistance supporting the entry year program.

B. Purpose

The purpose of the Defiance City Schools Entry Year Program is to provide non-evaluative support and assistance to an entry year teacher in a way that encourages and models effective teaching methods and techniques in their teaching and professional performance. The program is designed to assist entry year teachers to experience success and professional growth. The entry year program and assessment done by the state does not replace the employment evaluation.

C. Rationale

The Defiance City Schools Believes that a strong Entry Year Program will help entry year teachers experience professional success and become more effective teachers.

D. Goals

1. To provide a structured, quality mentoring program for every entry year teacher hired.
2. To provide mentors with a mentoring process, such as Pathwise, to enable mentors to effectively provide feedback on entry year teacher performance assessment.

3. To provide on-going support through a yearlong program for both mentors and entry year teachers.
4. To train all mentors in the skills needed for their role in coaching and communicating with other adults.
5. To provide other professional development options for mentors and entry year teachers to meet individual needs.
6. To provide release time to allow mentors to observe the entry year teachers in the classroom setting and to confer about this observation.

E. Roles and Responsibilities

Each entry year teacher shall be involved in the Entry Year Program for one year, working collaboratively with an assigned mentor.

1. Administrator(s)
 - a. Assist in scheduling release time for mentor and entry year teacher.
 - b. Shall NOT request, direct, or coerce a mentor to provide any evaluative information regarding the entry year teachers.
2. Mentor(s)

Mentors must meet the following minimum requirements:

- a. Meet once a month with the entry year teacher (for about one hour).
- b. Meet once quarterly with the district mentor coordinator (for about one hour).
- c. Observe and confer with the entry year teacher once a semester following a structured program such as Pathwise (about 4 hours).
- d. Provide "basic building orientation" for the entry year teacher in the fall.
- e. Coach the entry year teacher in preparation for his/her PRAXIS assessment in the spring (about 5 hours).
- f. Participate in training and other inservice programs related to the entry year program.
- g. Maintain a log detailing his/her own account of the program for the purpose of evaluating the entry year program and documenting hours for CEU credit through the LPDC.

3. Entry Year Teacher(s)

- a. Work cooperatively with the mentor and seek assistance as needed.
- b. Participate in all meetings, inservices, and trainings related to the entry year program.
- c. Meet once a month with the mentor (for about one hour).
- d. Confer with the mentor following an observation once a semester (about 4 hours).
- e. Maintain a log detailing his/her own account of the program for the purpose of evaluating the entry year program and documenting hours for CEU credit through the LPDC.

4. District Mentor Coordinator(s)

- a. Consult with and encourage the mentor and the entry year teacher quarterly.
- b. Review observation and conference documents.
- c. Encourage appropriate professional development.
- d. Intervene when necessary in times of conflict.
- e. Maintain a log detailing his/her own account of the program for the purpose of evaluating the entry year program and documenting hours for CEU credit through the LPDC.

F. Mentor Qualifications

1. Must hold a valid teaching certificate/license.
2. Be a regularly employed teacher.
3. Is located in the same building as the entry year teacher (whenever possible).
4. Should have the knowledge, skills, attitudes and values deemed essential for becoming an effective mentor.

G. Mentor Assignments

1. Teachers who are interested in becoming mentors must complete and submit a mentorship application to the superintendent or designee.
2. Final selection of persons to serve as mentors will be made by the principal and superintendent or designee.
3. Each mentor should not be assigned more than one entry year teacher per year.

4. Not later than six weeks after initiation of the mentorship, the mentor and/or the entry year person may exercise the option to request a new assignment from the building principal and superintendent or designee.
5. Each mentor shall serve for a period of one year.

H. Mentor Training

Mentors will receive initial training as well as ongoing continuous and consistent professional development in mentoring.

The training may be provided by an entity, agency, or organization that provides professional development in the area of mentoring as approved by the district.

I. Support and Stipends

1. Mentors and entry year teachers will schedule release time for the semester observations and conferences with their building principal.
2. In-service, follow-up in-service, and other activities directly related to the entry year program may require the need for additional release time for the mentor, the entry year teacher, or the district mentor coordinator. In these events, the administrators will try to arrange time to accommodate the needs of the individuals.
3. The mentor will receive a stipend of \$600 per year.
4. The entry year teacher will receive a stipend of \$150 per year.
5. The district mentor coordinator will receive a stipend of \$600-\$1000 per year depending on the number of entry year teachers for which he/she is responsible. (For 1-4 entry year teachers, the district mentor coordinator will receive \$600; for 5-6 entry year teachers, the district mentor coordinator will receive \$800; for 7-8 entry year teachers, the district mentor coordinator will receive \$1000). In the event that the district has more than eight entry year teachers, the district will select an additional district mentor coordinator.
6. In the event the district receives more than the current per entry year teacher reimbursement from the state, the additional money will be used to defray the district's costs for the mentor coordinator, substitutes, STRS, workman's compensation, and Medicare associated with the entry year program. If the state legislature increases the current per teacher entry year reimbursement, the parties shall reopen this article to review the stipends.

J. Needs Assessment and Evaluation

1. Mentors and entry year teachers are engaged in program reflection and assessment which leads to development of the Entry Year Program Final Report and goals for the following academic year.

2. The district mentor coordinator will compile and submit the Entry Year Program Final Report as referenced in the state guidelines.
3. Based on the state guidelines, entry year evaluations and feedback, program revisions may be made to improve the program for the following year. Any proposed changes in the language of this entry year plan must be agreed upon by the Board and Association.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

A. DEFINITION

As used in this Master Contract, the word "teacher" shall have the same meaning as Bargaining Unit Member.

Wherever "certification" occurs in this contract, it will be understood to mean "certification/licensure" unless this addition is not appropriate in the context of the sentence.

B. NON-DISCRIMINATION

The Board and the Association agree that all employees have a right to work in an environment free of discrimination.

The Defiance City Schools' practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, gender, age, domicile, or marital status.

C. SEXUAL HARASSMENT

The Association agrees to the provision of the Board policy 3362 and Administrative Guidelines 3362 on Sexual Harassment.

ARTICLE XVI
RIGHTS OF THE PARTIES

The parties reserve unto themselves any and all rights as provided in Section 4417.08 O.R.C. except as limited by the provisions of this Agreement.

ARTICLE XVII
PREVIOUSLY RETIRED TEACHERS

- A. A teacher retired from the teaching profession and/or any public sector retirement system ("previously retired teacher") may be re-employed under the following conditions:
- B. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a minimum of 5 years service credit. Placement above that level is at the Superintendent's option. The PRT will be placed on the appropriate education column of the salary schedule.
- C. Initial placement of previously retired teachers for any supplemental positions shall not exceed 0-4 years of experience credit on the supplemental salary schedule.
- D. Previously retired teachers will receive only one year limited contracts that automatically expire at the end of the school year without notice of non-renewal. The previously retired teacher will not resume and is not eligible for continuing contract status during any period of reemployment with the District. The provisions of this Agreement relating to the employment of retired teachers are intended to supersede and take precedence over the provisions of R.C. 3319.11 and 3319.111.
- E. Retirees lose their seniority upon re-employment.
- F. In the event of a reduction in force, the previously retired teacher will not have any seniority rights.
- G. PRTs shall take health insurance from STRS and not participate in the health or other insurance plans offered by the Board.
- H. Retirees are excluded from tuition reimbursement, severance pay, or sabbatical leave.
- I. Previously retired teachers are not eligible to participate in any retirement incentive program.
- J. PRTs are eligible for sick leave accumulation commencing with the first year of such re-employment. There is no carryover of sick leave from previous employment and it is the intent of the DCEA and the Board that this provision shall supercede and take the place of any provision of the law to the contrary.
- K. Any PRT employed by the District will be required to sign a waiver releasing both the District and the DCEA from liability under state and federal age discrimination laws.
- L. PRTs shall not have any guarantee or right to return to a position previously held in the District.

DEFIANCE CITY SCHOOL DISTRICT

WAIVER FOR STRS RETIREE

In consideration of the decision of the **DEFIANCE CITY SCHOOL DISTRICT** to employ me following my service retirement, and in consideration of the benefits which will otherwise accrue to me as a result of such retirement, I understand and agree that the terms of my employment and compensation will differ from that of other bargaining unit members and acknowledge that I have been provided information describing the terms of my employment and compensation as an STRS retiree at **DEFIANCE CITY SCHOOL DISTRICT**.

I understand that the terms of my employment and compensation as an STRS retiree at **DEFIANCE CITY SCHOOL DISTRICT** may involve the relinquishment of rights and benefits to which I might otherwise be entitled pursuant to Sections 124.39, 3317.12, 3317.14, 3319.07, 3319.08, 3319.081, 3319.083, 3319.084, 3319.11, 3319.111, 3319.12, 3319.13, 3319.131, 3319.141, 3319.16, 3319.17 of the Ohio Revised Code and other applicable provisions of law.

I hereby voluntarily **WAIVE AND RELEASE** any claims concerning the above-described rights and benefits which I might have against the **DEFIANCE CITY SCHOOL DISTRICT**, the **Defiance City Education Association**, or the officers, employees, or agents of either, past or present, including but not limited to any claims for age discrimination arising under the Ohio age discrimination laws, the federal age discrimination law (the Age Discrimination in Employment Act or "ADEA"), or a municipal ordinance.

I understand that the DEFIANCE CITY SCHOOL DISTRICT recommends that I consult with an attorney before signing this Addendum. I understand that I may revoke this Addendum within 7 calendar days after signing it, and that in order for this revocation to be effective, written notice must be received by the Board no later than the close of business on the seventh day after I have signed this Addendum.

I also understand that by law, I am allowed 21 calendar days to review this Addendum before signing it. However, I am hereby voluntarily RELEASING AND WAIVING my right to this 21-day review period. I am NOT, however, waiving my right to revoke this Addendum 7 days after signing it, as described above.

**ARTICLE XVIII
EFFECT AND DURATION**

A. SEPARABILITY

1. This contract supercedes and prevails overall other law, rules, policies, and regulations except as specifically precluded in Ohio Revised Code 4117.10(A)
2. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
3. It is further agreed that within ten (10) days of receipt of notification of the court's actions, negotiations shall commence, during which a new agreement on such provision shall be reached.
4. In the event agreement is not reached within twenty (20) days after negotiations have begun, the matter shall be referred to mediation.
5. All understandings, awards, and/or agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

B. MODIFICATION OF AGREEMENT

1. This document constitutes the entire agreement between the parties and shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.
2. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter.
3. If after twenty (20) days the parties are unable to arrive at an agreement on the item(s) at issue, the dispute shall be submitted to arbitration.

C. DURATION OF AGREEMENT

This Agreement shall be effective as of August 15, 2011, and shall continue in effect through August 14, 2014. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing. The contract will be reopened for 2013-2014 to negotiate wages only.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries.

Defiance City Education Association

By: Daniela Meffer
President

Date: 4-19-11

By: Karris Ashbaugh
Team Member

Date: 5-11-11

By: _____
Team Member

Date: _____

By: _____
Team Member

Date: _____

Defiance City Board of Education

By: [Signature]
President

Date: 4/25/11

By: Pamela Harrington
Treasurer

Date: 4-25-11

Defiance City Schools Salary schedule 2011-2012, 2012-2013
 (0% on base with no step increase)
 Base = \$31,251

APPENDIX A-1

Step	BA	BA+15	BA+150	MA	MA+15	MA+30
0	31,251	32,126	33,470	35,595	36,532	37,314
	1.000	1.0280	1.0710	1.1390	1.1690	1.1940
1	32,782	33,501	34,954	37,251	38,189	38,970
	1.0490	1.0720	1.1185	1.1920	1.2220	1.2470
2	34,157	34,876	36,439	38,907	39,845	40,626
	1.0930	1.1160	1.1660	1.2450	1.2750	1.3000
3	35,532	36,251	37,923	40,564	41,501	42,283
	1.1370	1.1600	1.2135	1.2980	1.3280	1.3530
4	36,907	37,626	39,408	42,220	43,158	43,939
	1.1810	1.2040	1.2610	1.3510	1.3810	1.4060
5	38,282	39,001	40,892	43,876	44,814	45,595
	1.2250	1.2480	1.3085	1.4040	1.4340	1.4590
6	39,658	40,376	42,376	45,533	46,470	47,252
	1.2690	1.2920	1.3560	1.4570	1.4870	1.5120
7	41,033	41,751	43,861	47,189	48,127	48,908
	1.3130	1.3360	1.4035	1.5100	1.5400	1.5650
8	42,408	43,126	45,345	48,845	49,783	50,564
	1.3570	1.3800	1.4510	1.5630	1.5930	1.6180
9	43,783	44,501	46,830	50,502	51,439	52,220
	1.4010	1.4240	1.4985	1.6160	1.6460	1.6710
10	45,158	45,876	48,314	52,158	53,095	53,877
	1.4450	1.4680	1.5460	1.6690	1.6990	1.7240
11	46,533	47,252	49,798	53,814	54,752	55,533
	1.4890	1.5120	1.5935	1.7220	1.7520	1.7770
12	47,908	48,627	51,283	55,471	56,408	57,189
	1.5330	1.5560	1.6410	1.7750	1.8050	1.8300
13	49,283	50,002	52,767	57,127	58,064	58,846
	1.5770	1.6000	1.6885	1.8280	1.8580	1.8830
14	50,658	51,377	54,252	58,783	59,721	60,502
	1.6210	1.6440	1.7360	1.8810	1.9110	1.9360
15	52,033	52,752	55,736	60,439	61,377	62,158
	1.6650	1.6880	1.7835	1.9340	1.9640	1.9890
16	53,408	54,127	57,221	62,096	63,033	63,815
	1.7090	1.7320	1.8310	1.9870	2.0170	2.0420

20 years longevity .0305
 25 years longevity .0555

\$953
 \$1,734

2011-2012, 2012-2013 Supplemental Salary Schedule (0% on base with no step increase)

APPENDIX B-1

Base Salary = \$31,251

ACTIVITY	0-4		5 - 9		10 - 19		20+	
Athletic Trainer	\$5,878	0.1881	\$6,169	0.1974	\$6,463	0.2068	\$6,756	0.2162
Supv. Athletic Events	\$2,672	0.0855	\$2,803	0.0897	\$2,938	0.0940	\$3,072	0.0983
BASEBALL								
Head	\$4,300	0.1376	\$4,513	0.1444	\$4,728	0.1513	\$4,941	0.1581
Varsity Assistant	\$2,572	0.0823	\$2,697	0.0863	\$2,831	0.0906	\$2,956	0.0946
Jr. Varsity	\$2,572	0.0823	\$2,697	0.0863	\$2,831	0.0906	\$2,956	0.0946
Freshman	\$2,150	0.0688	\$2,256	0.0722	\$2,338	0.0748	\$2,472	0.0791
Summer (2)	\$1,394	0.0446	\$1,456	0.0466	\$1,534	0.0491	\$1,597	0.0511
BASKETBALL (Boys)								
Head	\$5,878	0.1881	\$6,169	0.1974	\$6,469	0.2070	\$6,756	0.2162
Varsity Assistant	\$3,525	0.1128	\$3,703	0.1185	\$3,881	0.1242	\$4,050	0.1296
Junior Varsity	\$3,525	0.1128	\$3,703	0.1185	\$3,881	0.1242	\$4,050	0.1296
Freshman	\$2,947	0.0943	\$3,091	0.0989	\$3,241	0.1037	\$3,394	0.1086
Junior High (2)	\$2,638	0.0844	\$2,769	0.0886	\$2,903	0.0929	\$3,028	0.0969
Saturday (2)	\$669	0.0214	\$703	0.0225	\$728	0.0233	\$766	0.0245
Summer (2)	\$641	0.0205	\$675	0.0216	\$703	0.0225	\$741	0.0237
BASKETBALL (Girls)								
Head	\$5,878	0.1881	\$6,169	0.1974	\$6,469	0.2070	\$6,756	0.2162
Varsity Assistant	\$3,525	0.1128	\$3,703	0.1185	\$3,881	0.1242	\$4,050	0.1296
Junior Varsity	\$3,525	0.1128	\$3,703	0.1185	\$3,881	0.1242	\$4,050	0.1296
Freshman	\$2,947	0.0943	\$3,091	0.0989	\$3,241	0.1037	\$3,394	0.1086
Junior High (2)	\$2,638	0.0844	\$2,769	0.0886	\$2,903	0.0929	\$3,028	0.0969
Summer (2)	\$641	0.0205	\$675	0.0216	\$703	0.0225	\$741	0.0237
CONCESSIONS								
Basketball	\$2,181	0.0698	\$2,291	0.0733	\$2,403	0.0769	\$2,509	0.0803
Football	\$934	0.0299	\$981	0.0314	\$1,025	0.0328	\$1,078	0.0345
CHEERLEADERS								
10-12 (1 season)	\$1,634	0.0523	\$1,713	0.0548	\$1,803	0.0577	\$1,878	0.0601
Freshman (1 season)	\$831	0.0266	\$869	0.0278	\$909	0.0291	\$959	0.0307
7-8 (1 season)	\$806	0.0258	\$844	0.0270	\$881	0.0282	\$919	0.0294
CROSS COUNTRY								
Head (Boys & Girls)	\$4,300	0.1376	\$4,513	0.1444	\$4,728	0.1513	\$4,941	0.1581
Jr. High (Boys & Girls)	\$1,728	0.0553	\$1,816	0.0581	\$1,897	0.0607	\$1,984	0.0635
FOOTBALL								
Head	\$5,878	0.1881	\$6,169	0.1974	\$6,463	0.2068	\$6,756	0.2162
Assistant (5)	\$3,525	0.1128	\$3,703	0.1185	\$3,881	0.1242	\$4,050	0.1296
Summer (5)	\$1,125	0.0360	\$1,175	0.0376	\$1,241	0.0397	\$1,291	0.0413
Freshman Asst. #1	\$2,947	0.0943	\$3,091	0.0989	\$3,241	0.1037	\$3,394	0.1086
Freshman Asst. #2	\$2,397	0.0767	\$2,406	0.0770	\$2,638	0.0844	\$2,753	0.0881
Jr. High Asst. #1 (2)	\$2,638	0.0844	\$2,769	0.0886	\$2,903	0.0929	\$3,028	0.0969
Jr. High Asst. #2 (2)	\$2,163	0.0692	\$2,269	0.0726	\$2,378	0.0761	\$2,484	0.0795
Scouting Coordinator	\$669	0.0214	\$703	0.0225	\$728	0.0233	\$766	0.0245

ACTIVITY	0-4		5 - 9		10 - 19		20+	
<u>GOLF</u>								
Head (Boys)	\$2,625	0.0840	\$2,759	0.0883	\$2,884	0.0923	\$3,019	0.0966
Head (Girls)	\$2,625	0.0840	\$2,759	0.0883	\$2,884	0.0923	\$3,019	0.0966
<u>WEIGHTLIFTING</u>								
Senior High	\$2,028	0.0649	\$2,128	0.0681	\$2,234	0.0715	\$2,331	0.0746
<u>SOCCER</u>								
Head	\$4,300	0.1376	\$4,513	0.1444	\$4,728	0.1513	\$4,941	0.1581
Assistant	\$2,572	0.0823	\$2,697	0.0863	\$2,831	0.0906	\$2,956	0.0946
<u>SOFTBALL</u>								
Head Girls	\$4,300	0.1376	\$4,513	0.1444	\$4,728	0.1513	\$4,941	0.1581
Varsity Assistant	\$2,572	0.0823	\$2,697	0.0863	\$2,831	0.0906	\$2,956	0.0946
Jr. Varsity	\$2,572	0.0823	\$2,697	0.0863	\$2,831	0.0906	\$2,956	0.0946
Freshman	\$2,150	0.0688	\$2,256	0.0722	\$2,338	0.0748	\$2,472	0.0791
Summer Softball	\$1,394	0.0446	\$1,456	0.0466	\$1,534	0.0491	\$1,597	0.0511
<u>TENNIS</u>								
Head Boys	\$2,625	0.0840	\$2,759	0.0883	\$2,884	0.0923	\$3,019	0.0966
Head Girls	\$2,625	0.0840	\$2,759	0.0883	\$2,884	0.0923	\$3,019	0.0966
<u>TRACK</u>								
Head Boys	\$4,300	0.1376	\$4,513	0.1444	\$4,728	0.1513	\$4,941	0.1581
Head Girls	\$4,300	0.1376	\$4,513	0.1444	\$4,728	0.1513	\$4,941	0.1581
Asst. Track (3)	\$2,572	0.0823	\$2,697	0.0863	\$2,831	0.0906	\$2,956	0.0946
Winter Boys	\$616	0.0197	\$641	0.0205	\$675	0.0216	\$703	0.0225
Jr. High Head Boys	\$1,728	0.0553	\$1,816	0.0581	\$1,897	0.0607	\$1,984	0.0635
Jr. High Head Girls	\$1,728	0.0553	\$1,816	0.0581	\$1,897	0.0607	\$1,984	0.0635
Jr. High Boys Asst.	\$1,041	0.0333	\$1,097	0.0351	\$1,150	0.0368	\$1,194	0.0382
Jr. High Girls Asst.	\$1,041	0.0333	\$1,097	0.0351	\$1,150	0.0368	\$1,194	0.0382
<u>VOLLEYBALL</u>								
Head	\$4,300	0.1376	\$4,513	0.1444	\$4,728	0.1513	\$4,941	0.1581
Assistant	\$2,572	0.0823	\$2,697	0.0863	\$2,831	0.0906	\$2,956	0.0946
Freshman	\$2,150	0.0688	\$2,256	0.0722	\$2,338	0.0748	\$2,472	0.0791
Junior High	\$1,925	0.0616	\$2,022	0.0647	\$2,119	0.0678	\$2,209	0.0707
Summer	\$641	0.0205	\$675	0.0216	\$703	0.0225	\$741	0.0237
<u>WRESTLING</u>								
Head	\$4,969	0.1590	\$5,219	0.1670	\$5,466	0.1749	\$5,716	0.1829
Assistant #1	\$2,991	0.0957	\$3,141	0.1005	\$3,294	0.1054	\$3,438	0.1100
Assistant #2	\$2,494	0.0798	\$2,619	0.0838	\$2,741	0.0877	\$2,866	0.0917
Junior High (2)	\$2,638	0.0844	\$2,769	0.0886	\$2,903	0.0929	\$3,028	0.0969
Saturday	\$669	0.0214	\$703	0.0225	\$728	0.0233	\$766	0.0245
Mat Maids	\$269	0.0086	\$275	0.0088	\$294	0.0094	\$303	0.0097
<u>INTRAMURALS</u>								
Elem. Boys Basketball (4)	\$1,166	0.0373	\$1,228	0.0393	\$1,281	0.0410	\$1,344	0.0430
Elem Girls Basketball (4)	\$819	0.0262	\$863	0.0276	\$900	0.0288	\$944	0.0302
<u>SWIMMING</u>								
Head	\$3,066	0.0981	\$3,222	0.1031	\$3,375	0.1080	\$3,528	0.1129
Asst. Boys and Girls	\$1,841	0.0589	\$1,934	0.0619	\$2,025	0.0648	\$2,116	0.0677

ACTIVITY	0-4		5 - 9		10 - 19		20+	
<u>AUDIO VISUAL/COMPUTER SUPERVISOR</u>								
Elem Supv. (4)	\$891	0.0285	\$938	0.0300	\$981	0.0314	\$1,025	0.0328
Middle School Supv.	\$891	0.0285	\$938	0.0300	\$981	0.0314	\$1,025	0.0328
Junior High Supv.	\$891	0.0285	\$938	0.03000	\$981	0.0314	\$1,025	0.0328
Senior High Supv.	\$1,309	0.0419	\$1,372	0.0439	\$1,441	0.0461	\$1,503	0.0481
Jr. High Tech Asst. (Max 1)	\$616	0.0197	\$641	0.0205	\$675	0.0216	\$703	0.0225
<u>CLASS ADVISORS</u>								
Senior	\$741	0.0237	\$775	0.0248	\$809	0.0259	\$844	0.0270
Junior	\$241	0.0077	\$250	0.0080	\$269	0.0086	\$275	0.0088
Sr. High Student Council	\$500	0.0160	\$525	0.0168	\$553	0.0177	\$569	0.0182
Jr. High Student Council	\$500	0.0160	\$525	0.0168	\$553	0.0177	\$569	0.0182
M. School Student Council	\$384	0.0123	\$400	0.0128	\$419	0.0134	\$438	0.0140
<u>MUSIC</u>								
Head Band Director	\$5,013	0.1604	\$5,263	0.1684	\$5,510	0.1763	\$5,763	0.1844
#1 Assistant Director	\$3,028	0.0969	\$3,178	0.1017	\$3,328	0.1065	\$3,563	0.1140
#2 Assistant Director	\$2,556	0.0818	\$2,678	0.0857	\$2,813	0.0900	\$2,938	0.0940
#3 Assistant Director	\$2,022	0.0647	\$2,119	0.0678	\$2,225	0.0712	\$2,325	0.0744
Summer Band Director	\$2,778	0.0889	\$2,922	0.0935	\$3,053	0.0977	\$3,197	0.1023
Summer Band Asst. (3)	\$1,594	0.0510	\$1,672	0.0535	\$1,753	0.0561	\$1,834	0.0587
Auxiliary Units	\$2,947	0.0943	\$3,091	0.0989	\$3,241	0.1037	\$3,394	0.1086
Basketball Band	\$616	0.0197	\$641	0.0205	\$675	0.0216	\$703	0.0225
Jazz Band	\$1,250	0.0400	\$1,309	0.0419	\$1,372	0.0439	\$1,434	0.0459
Vocal Mixed Ensemble	\$1,434	0.0459	\$1,503	0.0481	\$1,575	0.0504	\$1,647	0.0527
Vocal Music - Senior High	\$2,831	0.0906	\$2,972	0.0951	\$3,116	0.0997	\$3,259	0.1043
Vocal Music - Junior High	\$2,244	0.0718	\$2,359	0.0755	\$2,466	0.0789	\$2,578	0.0825
Vocal Music - 5th & 6th	\$1,363	0.0436	\$1,434	0.0459	\$1,497	0.0479	\$1,569	0.0502
<u>PUBLICATIONS</u>								
Yearbook	\$2,084	0.0667	\$2,191	0.0701	\$2,288	0.0732	\$2,397	0.0767
Sr. High Newspaper	\$1,069	0.0342	\$1,122	0.0359	\$1,175	0.0376	\$1,228	0.0393
Jr. High Newspaper/TV	\$681	0.0218	\$713	0.0228	\$747	0.0239	\$784	0.0251
<u>ORGANIZATIONS/CLUB</u>								
Boosters	\$2,078	0.0665	\$2,181	0.0698	\$2,288	0.0732	\$2,391	0.0765
Chemistry Club Bowl	\$594	0.0190	\$625	0.0200	\$653	0.0209	\$684	0.0219
French Club	\$241	0.0077	\$250	0.0080	\$269	0.0086	\$275	0.0088
Home Ec. Club	\$713	0.0228	\$747	0.0239	\$784	0.0251	\$819	0.0262
Just Say No	\$384	0.0123	\$400	0.0128	\$419	0.0134	\$438	0.0140
Math Club	\$241	0.0077	\$250	0.0080	\$269	0.0086	\$275	0.0088
Math Team	\$1,288	0.0412	\$1,350	0.0432	\$1,416	0.0453	\$1,478	0.0473
National Honor Society	\$1,288	0.0412	\$1,350	0.0432	\$1,416	0.0453	\$1,478	0.0473
Science Club	\$384	0.0123	\$400	0.0128	\$419	0.0134	\$438	0.0140
Spanish Club	\$241	0.0077	\$250	0.0080	\$269	0.0086	\$275	0.0088
Jr. High Science Club	\$513	0.0164	\$525	0.0168	\$538	0.0172	\$550	0.0176
Jr. High/M. School Quiz	\$1,288	0.0412	\$1,350	0.0432	\$1,416	0.0453	\$1,478	0.0473
H.S. Quiz Team	\$3,066	0.0981	\$3,222	0.1031	\$3,375	0.1080	\$3,528	0.1129
High School Prom Advisor	\$1,094	0.0350	\$1,150	0.0368	\$1,206	0.0386	\$1,266	0.0405
Jr. High Spelling Bee Advisor	\$313	0.0100	\$328	0.0105	\$344	0.0110	\$359	0.0115
Jr. High Oration Advisor	\$313	0.0100	\$328	0.0105	\$344	0.0110	\$359	0.0115
Family Math Coordinator	\$313	0.0100	\$328	0.0105	\$344	0.0110	\$359	0.0115
SADD Advisor	\$313	0.0100	\$328	0.0105	\$344	0.0110	\$359	0.0115
Volunteens	\$313	0.0100	\$328	0.0105	\$344	0.0110	\$359	0.0115

ACTIVITY	0-4		5 - 9		10 - 19		20+	
<u>SCHOOL PRODUCTIONS</u>								
Winter Play	\$1,809	0.0579	\$1,900	0.0608	\$1,991	0.0637	\$2,081	0.0666
Fall Play	\$1,809	0.0579	\$1,900	0.0608	\$1,991	0.0637	\$2,081	0.0666
Production Coordinator	\$3,469	0.1110	\$3,644	0.1166	\$3,816	0.1221	\$3,991	0.1277
Spring Musical Director	\$3,469	0.1110	\$3,644	0.1166	\$3,816	0.1221	\$3,991	0.1277
Sp. Musical - Assistant 1	\$1,831	0.0586	\$1,922	0.0615	\$2,016	0.0645	\$2,106	0.0674
Spring Musical - Assistant 2	\$972	0.0311	\$1,022	0.0327	\$1,069	0.0342	\$1,119	0.0358
Sp. Musical - Assistant 3	\$972	0.0311	\$1,022	0.0327	\$1,069	0.0342	\$1,119	0.0358
Sp. Musical - Assistant 4	\$972	0.0311	\$1,022	0.0327	\$1,069	0.0342	\$1,119	0.0358
Elementary Play - 2 per building	\$313	0.0100	\$328	0.0105	\$344	0.0110	\$359	0.0115

SUBJECT AREA HEADS

Art Education	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Business Education	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Senior High English	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Foreign Language	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Home Economics	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Industrial Arts	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Senior High Math	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Instrumental Music	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Vocal Music	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Senior High Science	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Senior High Social Studies	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Sr. High Special Education	\$1,288	0.0412	\$1,350	0.0432	\$1,416	0.0453	\$1,478	0.0473
H.S. Tech Prep Coordinator	\$1,059	0.0339	\$1,113	0.0356	\$1,166	0.0373	\$1,219	0.0390
Plus \$30 per teacher in the department excluding chairman								
Plus \$35 each competency area								

MISCELLANEOUS

Fifth Grade Camp	\$444	0.0142	\$463	0.0148	\$488	0.0156	\$506	0.0162
Sixth Grade Trip	\$169	0.0054	\$178	0.0057	\$188	0.0060	\$197	0.0063
Junior High Team Leaders	\$1,066	0.0341	\$1,119	0.0358	\$1,172	0.0375	\$1,225	0.0392
Jr. High Exploratory Leader	\$713	0.0228	\$747	0.0239	\$784	0.0251	\$819	0.0262
Jr. High Intervention Leader	\$1,066	0.0341	\$1,119	0.0358	\$1,172	0.0375	\$1,225	0.0392
M.S. Team Leader (Max 2)	\$1,066	0.0341	\$1,119	0.0358	\$1,172	0.0375	\$1,225	0.0392
Saturday In-School Mileage IRS Rate	\$22.50							

SUPPLEMENTAL SALARY SCHEDULE PROCEDURES

A. All coaches other than head coaches will be referred to as assistants. The head coach then can have input as to his or her specific position. (Example: assistant coach in charge of junior high boys' seventh grade basketball). The coach would then be paid at the level designated for junior high basketball.

B. CREDIT FOR COACHING

1. Assistant coaches will be given credit for all levels of experience in that sport.
2. Movement from an assistant coach position to a head coach position in the same sport will mean placement at the 0-4 step unless there is previous head coach experience in that sport. Up to 10 years of credit will be given for head coach experience.
3. New coaches that come from other school systems will receive credit in a similar manner with experience up to 10 years.
4. Coaches who transfer from a male or female sport of the same name will receive credit for their experience in that sport (Example: girls' basketball coach transfer to boys' basketball). When considering sports of same name, baseball and softball would be considered the same.
5. Head coaches movement downward in that sport will take their experience with them.
6. Experience in any supplemental is not based on consecutive years. It shall be the responsibility of the unit member who is hired for a supplemental position to complete a verification of experience form to file with the district. The accuracy of this information on this form will be verified by the district and serve as the basis for placement on the supplemental salary schedule. No adjustment for prior years of experience will be made after initial placement for a given position is made on the supplemental schedule.

C. FILLING SUPPLEMENTAL POSITION VACANCIES

This language on filling supplemental position vacancies in this section shall replace the language for Supplemental positions contained in Article IV A. 1. No part of the language in Article IV A.1 will be affected for any vacancy other than supplemental.

In filling supplemental position vacancies, the district will consider applicants' experience, training, needs of the district and length of service in district supplemental positions. After considering the above, the Board shall make the final decision in appointing someone to fill a supplemental vacancy.

Grievance # _____ School District _____ Distribution of Form
 1. Superintendent
 2. Principal
 3. Association
 4. Employee

GRIEVANCE REPORT

Submit to Principal or Immediate Supervisor
 in Duplicate

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

A. Date Cause of Grievance Occurred. _____

B. 1. Statement of Grievance. _____

2. Relief Sought _____

(If additional space is needed in reporting Sections B1 & 2,
 attach an additional sheet.)

 Signature Date

C. Disposition by Principal or Immediate Supervisor. _____

 Signature Date
 Or Immediate Supervisor

D. Position of Grievant and/or Association _____

 Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association. _____

Signature

Date

STEP III

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date