

MASTER CONTRACT

between

THE DAYTON EDUCATION ASSOCIATION

and

THE DAYTON CITY SCHOOL DISTRICT

June 7, 2011

Through

JUNE 6, 2012

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**DAYTON BOARD OF EDUCATION
AND
DAYTON EDUCATION ASSOCIATION
MASTER CONTRACT**

PREAMBLE

- A. A high quality integrated education for the children of the Dayton City Schools is the paramount objective of this school district and good morale in the professional staff is vital for the accomplishment of this objective.
- B. Except to the extent specifically modified by the terms of this CONTRACT, the Dayton Board of Education (hereinafter referred to as BOARD) has all powers, rights, and reserve duties conferred on it under the provisions of the Revised Code of Ohio.
- C. Except to the extent specifically modified by the terms of this CONTRACT, the Superintendent and his/her administrative staff (hereinafter referred to as the ADMINISTRATION) have all powers, rights, and duties conferred on them both under the provisions of the Revised Code of Ohio and by the policies of the BOARD, and the Code of Ethics of the Education Profession adopted by the 1975 NEA Representative Assembly.
- D. Except to the extent specifically modified by the terms of this CONTRACT, the Professional Staff Members have all authority, rights, duties and responsibilities conferred upon them under the provisions of State and/or federal law and/or the standards established by the State BOARD of Education, and by the policies of the BOARD, and the Code of Ethics of the Education Profession adopted by the 1975 NEA Representative Assembly.

**Code of Ethics of the Education Profession
Preamble**

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. *The Code of Ethics of the Education Profession* indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator ---

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly ---
 - a. Exclude any student from participation in any program.
 - b. Deny benefits to any student.
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator---

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misinterpret his/her professional qualifications.

3. **Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.**
4. **Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.**
5. **Shall not assist a non-educator in the unauthorized practice of teaching.**
6. **Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.**
7. **Shall not knowingly make false or malicious statements about a colleague.**
8. **Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.**

--- Adopted by the 1975 NEA Representative Assembly

- E. The Professional Staff Members have the responsibility for implementing the policies of the BOARD in providing quality educational opportunity for all students.
- F. The BOARD has the right under Ohio law to adopt all policies regarding the governance and management of the school district.
- G. The Superintendent, the administrative staff, and the Professional Staff Members each have a right to provide input and assistance to the BOARD concerning programs which will provide the best possible education for students.
- H. The goal of the Dayton Board of Education with the concurrence of the Dayton Education Association is to support a competitive economic package, improve public image, provide effective discipline, facilitate strong communication, and provide effective administration as essentials to the recruitment and maintenance of qualified teachers.

**ARTICLE ONE
RECOGNITION AND ASSOCIATION RIGHTS**

1.01 Recognition

The BOARD hereby recognizes the ASSOCIATION as the sole and exclusive employee representative for all Professional Staff Members employed by the BOARD in the employee unit set forth in Section 1.02.

1.02 Representation

1.02.1 Bargaining Unit Defined

As used in this CONTRACT, the term "Professional Staff Member" is defined as, and the employee unit covered by this CONTRACT is defined as all certificated/licensed personnel employed by the BOARD, including Youth Employment Work Training, Adult Basic and Literacy Education and Resource Teachers, but excluding the following:

1.02.2 Exclusions of the Bargaining Unit

- | | |
|--|---------------------------|
| Superintendent of Schools | Psychologists |
| Associate Superintendents | Principals |
| Deputy Superintendents | Assistant Principals |
| Executive Directors | Deans |
| Directors | Assistant Superintendents |
| Reserve teachers employed on a daily basis | Attorneys |
| Associate Directors | |
| Administrative Coordinators/Supervisors | |
| Assistant and/or Associate Supervisors | |
| Paraprofessionals | |
| All others for whom certification in supervision or ADMINISTRATION is required as a condition of employment and all other non-certificated/non-licensed employees of the BOARD | |
| Certified/Licensed Occupational Therapist Assistants | |
| Certified/Licensed Physical Therapist Assistants | |
| Interpreters | |
| Social workers (non-certificated/non-licensed) | |

For purposes of this Article, the term "reserve teacher" does not include Professional Staff Members assigned to perform reserve services who hold a

regular full-term limited or continuing Professional Staff Member's contract or who are long-term reserves (i.e., non-contract Professional Staff Member assigned to the same position for a period of more than sixty (60) consecutive days).

1.03 **ASSOCIATION Rights**

Recognition of the ASSOCIATION as the employee representative shall entitle the ASSOCIATION to the following exclusive rights. Only the ASSOCIATION or its affiliated or parent organizations have the following rights:

- 1.03.1 The building representative of the ASSOCIATION in each individual school will have the use of a bulletin board in the Professional Staff Members' lounge, designated for ASSOCIATION announcements. No political announcements will be posted on said bulletin board. (The word "political" as used in this CONTRACT refers only to public sector candidate endorsements and does not include ASSOCIATION politics.)
- 1.03.2 The ASSOCIATION shall be able to make brief non-political announcements during School Faculty meetings. Permission to make announcements shall not be unreasonably withheld, and the ASSOCIATION shall have use of the building public address system to make non-political announcements subject to the prior approval of the Building Principal.
- 1.03.3 The ASSOCIATION building representative will have the right to use individual school equipment. The use is strictly to service the legitimate business of the ASSOCIATION as it relates to the membership within the building, such as the duplication of records, notices, correspondence, etc. The purpose is for internal business use of the ASSOCIATION and is not for public distribution. Supplies in connection with such equipment used will be furnished or paid for by the ASSOCIATION.
- 1.03.4 The ASSOCIATION has the right to use a school building, provided that a request is made and use arranged for in advance. The ASSOCIATION building representative shall have the right to call meetings of ASSOCIATION members assigned to the building. Prior to scheduling or calling any such meeting, the ASSOCIATION building representative shall advise the Building Principal of the meeting. No ASSOCIATION meeting may be scheduled during class time, in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the work activity of any Professional Staff Member to be in attendance at the meeting without the prior approval of the Building Principal. Such approval shall not be unreasonably denied.
- 1.03.5 The ASSOCIATION has the right to place organizational identification on its members' school mailboxes.
- 1.03.6 The ASSOCIATION shall receive an advance copy of the agenda of each BOARD meeting. Such agenda shall be sent to the ASSOCIATION by inter-school mail at the same time it is sent to the news media. The ASSOCIATION shall also receive copies of all public documents released by the BOARD.

Such documents shall be sent to the ASSOCIATION by email at the time they are released to the public.

- 1.03.7 A representative of the ASSOCIATION shall be permitted to address the BOARD during the hearing of the Bargaining Units. This representative may speak on identified issues from the agenda, prior to Board actions for up to five (5) minutes. There will be no personal attacks, and the representatives will speak in a professional manner on bargaining unit issues.
- 1.03.8 The following information shall be provided to the ASSOCIATION as early as practicable following BOARD or administrative action:
- a. The names and addresses of newly employed Professional Staff Members
 - b. Notification of all Professional Staff Members transferred from one work site to another.
 - c. The names and addresses of reserve teachers who reach their 61st day in the same assignment.
- 1.03.09 The ASSOCIATION has the right to participate in the initial orientation meeting for new Professional Staff Members if such meeting is held.
- 1.03.10 The ASSOCIATION shall be serviced by the BOARD's regular daily inter-school mail system including pickup and delivery and use of individual school mailboxes so long as the ASSOCIATION maintains its office within the city limits of the City of Dayton, Ohio. The inter-school mail system may be used to send mailings to the ADMINISTRATION and to the elected officers of the ASSOCIATION and the Building Representatives of the ASSOCIATION and to individual Professional Staff Members; provided, however, all bulk mailings shall be sent to and distributed in individual mailboxes by the Building Representative. The inter-school mail system may not be used by the ASSOCIATION as a means to disseminate political information. All mail sent by the ASSOCIATION through the inter-school mail system will relate to the current business of the Dayton City School District.
- 1.03.11 The ASSOCIATION will be granted a leave of absence from active teaching duties for up to two (2) Professional Staff Members per school year. The ASSOCIATION will reimburse the BOARD monthly the total cost for the Professional Staff Member's regular contractual salary, health, dental and life insurance. The Treasurer of the ASSOCIATION shall make arrangements with the Treasurer of the BOARD for a payment schedule. The Professional Staff Member(s) shall accrue all rights and privileges provided by this CONTRACT and shall receive payroll checks by inter-school mail. At the commencement of the school year following the expiration of the leave of absence, a Professional Staff Member on leave under this paragraph will be returned to the same position held prior to the leave, if available, or, if not available, to a position comparable to that which was occupied prior to the granting of the leave, with consideration given to the length of service and teaching certification of the returning Professional Staff Member.

- 1.03.12 The President or Vice President of the ASSOCIATION and/or a designee and/or the Labor Relations Consultant of the ASSOCIATION shall have the right to visit schools. Either prior to or immediately upon the President's, Vice President's or the Labor Relations Consultant's arrival at any school, the President, Vice President and/or Labor Relations Consultant shall advise the Principal, or in the absence of the Principal, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit.

Such permission will not be denied but may be delayed only if the visit, at the time desired, will, in the opinion of the Principal, interfere with the normal teaching duties of the Professional Staff Member to be contacted. Visits that are made to discuss with the Principal special problems of Professional Staff Members must be arranged in advance with the Principal or, in the Principal's absence, with the acting building administrator.

1.04 **Copies of CONTRACT**

The ADMINISTRATION will provide an electronic copy of this CONTRACT to all Professional Staff Members.

1.05 **Fair Share Fee**

1.05.1 All Professional Staff Members who are not members in good standing of the ASSOCIATION are required to pay the ASSOCIATION a fair share fee, as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The fair share fee amount shall be certified to the Treasurer of the BOARD by the ASSOCIATION. Nothing herein shall be construed as requiring any Professional Staff Member to become a member of the ASSOCIATION as a condition for serving or retaining employment or any benefits under this CONTRACT.

1.05.2 The amount to be deducted from the pay of all fee payers shall not exceed the total dues as paid by members of the ASSOCIATION, and such deductions shall continue through the remaining number of payroll periods over which ASSOCIATION membership dues are deducted.

1.05.3 ASSOCIATION also agrees to notify the BOARD if a Professional Staff Member files a court action or Unfair Labor Practice. The ASSOCIATION will provide the BOARD with a copy of all decisions issued by impartial decision makers with respect to objections made by non-members.

Under Ohio law, employees who choose not to join the ASSOCIATION may elect to not pay the portion of their fair share fees based upon ASSOCIATION expenditures in support of partisan politics or ideological causes not germane to the work of the ASSOCIATION in the realm of collective bargaining. To elect not to pay that portion, the non-member must file a written objection according to a procedure adopted by the ASSOCIATION. Not later than December 15th of each year, or not later than thirty (30) days prior to the commencement of the check-off of the fair share fee, whichever is applicable,

the ASSOCIATION will send each non-member an explanation of the procedure and an explanation of the basis for the fair share fee to enable the non-member to gauge the propriety of the fee.

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

- A. Sixty (60) days of employment in a bargaining unit position; or
- B. January 15th

- 1.05.4 The Treasurer of the BOARD shall, upon notification from the ASSOCIATION that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall not be greater than the annual membership dues less the amount previously paid. The deduction of said amount shall commence on the pay date occurring on or after forty-five (45) days from termination of membership.
- 1.05.5 The BOARD agrees to promptly transmit all payroll deducted fair share fees to the ASSOCIATION. The BOARD further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
- 1.05.6 The ASSOCIATION agrees to indemnify the BOARD for any cost or liability incurred as a result of the good faith implementation and enforcement of this provision, provided that:
- 1.05.7 The BOARD shall give a ten (10) day written notice of any claim made or action filed against the BOARD by a non-member for which indemnification may be claimed.
- 1.05.8 The ASSOCIATION shall reserve the right to designate counsel to represent and defend the BOARD, unless the BOARD elects to select its own counsel, in which event the BOARD shall be responsible for paying its own attorney's fees.

ARTICLE TWO NEGOTIATIONS PROCEDURE

2.01 Initiation of Negotiations

The BOARD or the ASSOCIATION will serve written notice on the other of its intention to either terminate, amend or modify this CONTRACT, not more than one hundred and twenty (120) and not less than sixty (60) days prior to the expiration date.

2.02 Scope of Negotiations

The BOARD shall meet with the recognized bargaining representatives for the purpose of negotiating in good faith all items which may affect the wages, salaries, hours and other terms and conditions of employment of the employees and the continuation, modification or deletion of an existing provision of this CONTRACT.

2.03 Meetings

Meetings between the negotiating team of the ASSOCIATION and the BOARD shall be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon. Negotiations shall be completed within sixty (60) days from the date of the first negotiation meeting, unless there is a mutually agreed upon extension.

2.04 Negotiations Representatives

Neither party shall have any control over the selection of the negotiation representatives of the other party. The negotiation representatives of each party shall be clothed with all power and authority necessary to make proposals, consider proposals, make concessions and reach tentative agreements subject only to ratification by both parties.

2.05 Reporting Negotiation Progress

Interim reports of progress may be made to the ASSOCIATION by its representatives and to the BOARD by the Superintendent or his/her designated representative; however, each party shall be restricted to reporting to its own organization.

2.06 Media Releases

While negotiations are in progress, any release prepared for the news media shall be approved by both groups. In the event that either party declares impasse, this provision shall no longer be binding.

2.07 Written Proposals and Counter-Proposals

The parties shall make a good faith effort to present proposals and counterproposals in written form.

2.08 Disagreement

The BOARD and the ASSOCIATION agree to utilize an alternate settlement dispute procedure through the Federal Mediation and Conciliation Service, as opposed to the fact

finding process contained in O.R.C. Section 4117.14(C) and under Ohio Administrative Code Rule 4117-9-05(B), (C).

2.09 Contract

2.09.1 When the parties reach agreement on a CONTRACT, it shall be reduced to writing and presented to the BOARD by the Superintendent and to the membership of the ASSOCIATION by its President or his/her designee.

2.09.2 Adoption of the aforesaid CONTRACT shall be accomplished upon ratification by the membership of the ASSOCIATION and ratification by the BOARD. Signature of the completed CONTRACT shall occur within ten (10) days after ratification by both parties.

Upon reaching final tentative agreement on the contract, both parties will meet within three (3) days to go over all changes in the contract and verify the accuracy of the successor agreement. The contract and all appendices, table of contents and index shall be posted on the District web-site within thirty (30) days of the signing of the agreement. The BOARD will print 100 copies of the contract and deliver them to DEA within sixty (60) days of ratification.

2.10 No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the ADMINISTRATION against any party involved in negotiations.

2.11 Reopening of Negotiations

Negotiations on the existing CONTRACT may be reopened on any item(s) at any time prior to the expiration of the CONTRACT, provided that both parties mutually agree to reopen negotiations on said item(s).

2.12 Bargaining History

If proposed language does not appear in the final settlement, such proposed language shall be treated as never having been proposed. In other words, the parties desire that "bargaining history" not be a factor in the interpretation of this CONTRACT.

**ARTICLE THREE
GRIEVANCE PROCEDURE**

3.01 Grievance Definition

A "grievance" is defined as any question or controversy between any Professional Staff Member or the ASSOCIATION with the BOARD and/or the ADMINISTRATION concerning the interpretation, application of, compliance with or noncompliance with the provisions of this CONTRACT.

3.02 **Concern Procedure**

3.02.1 A “concern” is defined as any questions or issue between any Professional Staff Member or the ASSOCIATION with the BOARD and/or the ADMINISTRATION concerning any complaint, dispute, problem or other condition which is not a grievance as defined in Section 3.01.

3.02.2 The procedures set forth in Section 3.07 shall be applicable to the processing of any concern. The provisions of Level Four – Arbitration shall not be applicable to any concern, and the decision of the Superintendent shall be final with respect to any concern.

3.03 **Days Defined**

The limits in days under each section shall be counted as calendar days; however, the calendar days during the winter break, and spring break shall not be counted in computing the time limits. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended by mutual consent of the parties concerned, expressed in writing. Requests to extend the time limits will not be unreasonably denied.

3.04 **Filing Timeline**

If any grievance is not initiated at Level One within thirty (30) days after the Professional Staff Member knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. This thirty (30) day timeline includes the informal level. However, if a condition is recurring, the thirty (30) day time limit will be applied to the most recent occurrence.

3.05 **Notification of Adjustment to ASSOCIATION**

Nothing required by this formal grievance or concern procedure shall be construed as limiting the privilege of any Professional Staff Member having a complaint or problem to discuss the matter informally with any appropriate representative of the ADMINISTRATION and having such matter adjusted without intervention and/or consultation of the ASSOCIATION, provided the adjustment is not inconsistent with the terms of this CONTRACT. The ASSOCIATION shall be advised of such adjustment at the time it is given.

3.06 **Grievance Representative**

The ASSOCIATION shall designate one Professional Staff Member as its representative for processing grievances or concerns in each school building. Any Professional Staff Member may consult this representative for assistance; provided, however, any activity of this type shall be conducted at times which will not interfere with the normal classroom teaching duties of the Professional Staff Members involved.

3.07 **Processing of Grievances**

All grievances shall be processed as follows:

3.07.1 **Informal Procedure**

A Professional Staff Member with a grievance should discuss it with the Principal of the school to which the Professional Staff Member is regularly assigned or, in the case of traveling Professional Staff Members, in the event the subject matter of the grievance involved events which occurred in a different school, the Principal of the school in which such event occurred, either individually or together with the Professional Staff Member's official ASSOCIATION representative. Dispositions of any grievances at this level shall be without precedent to either the ADMINISTRATION or the ASSOCIATION for any purpose whatsoever.

3.07.2 **Levels**

A. Level One – Principal/Executive Director

In the event the Professional Staff Member does not desire to utilize the Informal Procedure or in the event the Professional Staff Member is not satisfied with the disposition of the grievance at the Informal Procedure level, or if no decision has been rendered by the Principal within seven (7) days after the discussion of the grievance referred to in the Informal Procedure, the Professional Staff Member may file the grievance in writing with the Principal using the prescribed form. The ASSOCIATION representative may and should assist in writing the grievance, whether the Informal Procedure has or has not been followed, such filing in writing must take place no later than thirty (30) days after the Professional Staff Member knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or conditions and shall state the specific basis for the grievance and the specific section of this CONTRACT at issue.

1. Within seven (7) days after receipt of the grievance, the Principal shall either issue a decision to the aggrieved person in writing or conduct a meeting to investigate the grievance.
2. In the event the Principal desires (s)he may conduct a meeting to investigate the grievance. The meeting will include a supervisor or Principal (or his/her representatives), the aggrieved person, the ASSOCIATION representative, and any other employee of the BOARD. In the event such a meeting is held within seven (7) days following the day of the meeting, the Principal shall render his/her written answer to the grievance.

B. Level Two – Superintendent

1. In the event that either the Professional Staff Member or the ASSOCIATION is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) days from the date of the receipt of the grievance or the holding of the Level One meeting, whichever is applicable, either the Professional Staff Member or the ASSOCIATION may appeal the grievance in writing, stating the specific basis for the appeal to the Superintendent.

A grievance may be filed at Level Two when the administrator involved at Level One does not have the authority pursuant to BOARD policy to resolve the grievance.

2. The Superintendent or his/her designee shall, within seven (7) days of receipt of the Level Two appeal, conduct a meeting concerning the grievance. The meeting will include the Professional Staff Member who filed the grievance, ASSOCIATION representatives, the supervisor involved, the Principal, and the Superintendent or the Superintendent's representative. Within seven (7) days after this meeting, the Superintendent or his/her designee will issue the decision along with the reasons, in writing, as to the final disposition of the grievance. A copy will be furnished to the aggrieved person, the ASSOCIATION, the supervisor and the Principal involved.

C. Level Three – Grievance/Mediation (Optional)

1. A grievance may be taken to mediation by mutual consent of the parties. The parties must agree to the mediation process within seven (7) days of the Level Two decision.
2. The grievant shall have the right to be present at the mediation conference.
3. Each party shall have one (1) principal spokesperson at the mediation conference.
4. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however retain one copy of the written grievance, to be used solely for the purposes of statistical analysis.
5. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.
6. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
7. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided.
8. The mediator shall state the grounds of his advisory decision.
9. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.

10. If no settlement is reached at mediation, the arbitration provisions of this agreement shall apply.
11. An appeal to arbitration must be made within thirty (30) days after the mediation conference.
12. In the event that grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as an arbitrator.
13. The parties shall designate the mediator, and if the parties cannot agree, a mediator shall be designated through FMCS.
14. The parties shall share equally the cost of the mediator.

D. Level Four – Arbitration

1. Only the ASSOCIATION shall have the right to appeal any grievance, as defined in Section 3.01 to arbitration. In the event it is claimed by the ADMINISTRATION that any matter filed as a grievance is not a grievance as defined in Section 3.01, such issue, as such, may be appealed to arbitration, with the arbitrator having the authority to rule on the arbitrability issue in addition to hearing any evidence or issuing any ruling on the merits of the dispute.
2. Notification of the intent of the ASSOCIATION to appeal a grievance to arbitration must be submitted in writing to the Superintendent thirty (30) days after the Mediation Conference under Level Three or within seven (7) work days after the written answer was given by the Superintendent under Level Two of the grievance procedure, otherwise the matter shall not be subject to arbitration. The ASSOCIATION will request the American Arbitration Association to provide the parties with a panel of arbitrators from which the parties can select an arbitrator in accordance with the rules of the American Arbitration Association. In the event the parties are unable to select an arbitrator from any list provided by the American Arbitration Association, the ASSOCIATION shall not have the authority to independently designate an arbitrator but shall furnish the parties additional lists until an arbitrator can be selected from a list furnished by the American Arbitration Association.
3. Neither party will be permitted to assert in any arbitration proceeding any ground or to rely on any evidence not previously fully disclosed to the other party.
4. The BOARD and the ASSOCIATION shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its representative.

5. Unless contrary to law, the decision of the arbitrator shall be final and binding upon the BOARD, the ASSOCIATION, and any Professional Staff Member involved in the matter.
6. The arbitrator shall not have the power to add to, subtract from, or modify this CONTRACT and shall only have the authority to interpret the provisions of this CONTRACT in light of applicable law as the same relate to the specific grievance appealed to arbitration.

3.08 **Right to Representation**

During the term of this CONTRACT, no Professional Staff Member will be represented by any Professional Staff Member organization other than the ASSOCIATION in any grievance or concern initiated pursuant to the provisions of this CONTRACT.

3.09 **Right to File a Grievance**

The ASSOCIATION shall have the right to file a grievance or concern, if the subject matter involves an alleged violation of this CONTRACT, with respect to rights or privileges granted to the ASSOCIATION, its officers, or its representatives.

3.10 **Miscellaneous**

3.10.1 A grievance or concern may be withdrawn at any level without prejudice or record.

3.10.2 Copies of all written answers to grievances and concerns shall be sent to the Professional Staff Member involved, the ASSOCIATION President, and the ASSOCIATION representative.

3.10.3 Nothing in this CONTRACT shall require the ASSOCIATION to pursue any grievance or concern at any level or prohibit the ASSOCIATION from exercising discretion in determining whether or not to pursue an alleged grievance or concern.

Forms for filing and appealing grievances and concerns will be jointly developed by the President of the ASSOCIATION and the Superintendent's designee. (Appendix G)

If the Professional Staff Member who initiates a grievance is not assigned to a particular school or if the grievance or concern does not involve the ADMINISTRATION of a particular school, whenever the term "Principal" appears in this Article, such term shall refer to the immediate supervisor of the Professional Staff Member who initiated the grievance.

3.10.5 All documents, communications and records dealing with the processing of grievance(s) shall be filed separately from the personnel files of the participant(s), and shall be confidential.

3.11 No Reprisal

Any Professional Staff Member who participates in any grievance shall not be subjected to any reprisal because of such participation.

**ARTICLE FOUR
PROFESSIONAL CONFERENCES AND ASSOCIATION ACTIVITIES**

4.01 Association Leave

The BOARD shall authorize the ASSOCIATION up to a maximum of one hundred (100) total days of absence without loss of pay per year (September 1st through August 31st) to Professional Staff Members elected to represent the ASSOCIATION or chosen to serve on programs or in official representative capacity at ASSOCIATION, N.E.A., O.E.A or W.O.E.A. meetings, conferences or conventions. The one hundred (100) total days shall be the maximum total days available for such programs. Such leave may not be used for meetings, conferences, or conventions of any other Professional Staff Member organizations. To be valid, a request for use of this leave must be submitted by the President of the ASSOCIATION to the Superintendent or the Superintendent's designee, in advance.

4.02 Use of Facilities

At times other than before or immediately after the work day when individual school meetings are normally held, the ASSOCIATION must request the use of facilities as described in the manual for the Use of School Buildings and Grounds adopted by the BOARD.

**ARTICLE FIVE
JOINT ADMINISTRATION/ASSOCIATION MEETINGS**

The Superintendent or his designee(s) shall meet at least once a month with the representatives of the ASSOCIATION.

**ARTICLE SIX
JOB DESCRIPTION**

6.01 Description Requirement

There shall be a job description for each of the positions named in this CONTRACT which are to be maintained by the BOARD in the Human Resources Department. The ASSOCIATION shall be given a copy of each of these job descriptions.

6.02 Incorporation into CONTRACT

All job descriptions for any position listed in this CONTRACT shall be incorporated into this article by reference.

ARTICLE SEVEN
WORK YEAR, SCHOOL CALENDAR AND PAY DATES

7.01 Definition of Work Year

7.01.1 The work year for Professional Staff Members shall consist of 200 days, as follows:

178 Student Days

2 Professional Staff Member Work/Record Days (for 2006-07 only, two two-hour professional development sessions will be substituted for these days (One each semester). The dates of the sessions will be determined at the building level.)

4 Staff Development Days

1 Parent/Professional Staff Member Conference Day

15 Paid Holidays, including Labor Day, Thanksgiving and the Friday after Thanksgiving, Christmas Eve Day and Christmas Day, New Year's Eve Day, New Year's Day, Presidents' Day, Martin Luther King Day, Good Friday, Memorial Day, and four (4) floating holidays.

7.01.2 The work year for Professional Staff Members doing the job description of a Counselor shall be:

A. The calendars as in 7. 01.1.

B. Secondary and Intermediate counselors - 5 additional days. Lead counselors - 10 additional days.

7.01.3 The work year for Professional Staff Members doing the job description of Librarian/Media Center shall be:

A. The calendars as in 7. 01.1.

B. 10 additional days (one week before, one week after, the regular school year).

7.01.4 The work year for Professional Staff Members doing the job description of Resource Teacher shall be:

A. The calendars as in 7. 01.1.

B. 10 additional days (one week before, one week after, the regular school year).

7.01.5 The work year for Professional Staff Members doing the job description of OT/PT shall be:

7.02 Determination of School Calendar and Pay Dates

The School Calendar and schedule of pay dates for each school year shall be developed by the BOARD prior to the April BOARD Meeting of the year prior to the school year.

7.03 Number of Pays

All DEA employees will be on twenty-six (26) pays.

7.04 Altering of School Calendar

In the event the school year for students is extended to a Professional Staff Member's work year, the Professional Staff Member year shall be extended to one day beyond the students, last day unless otherwise agreed to by the ASSOCIATION and the BOARD.

**ARTICLE EIGHT
SCHOOL DAY**

8.01 Definition of School Day

For purposes of identifying the school day, the following definitions shall apply:

8.01.1 "Regular classroom Professional Staff Member " shall be defined as any Professional Staff Member except support staff who meets with the same students more than one-half (1/2) hour per day on a regularly scheduled basis.

8.01.2 "Support Staff" shall be defined as those certificated/licensed Professional Staff Members, including Professional Staff Members who may offer services in the areas of nursing, counseling, speech and hearing, media center, and other special instructional service Professional Staff Members.

8.01.3 "Student contact time" shall be defined as that period of time during the student day in which a Professional Staff Member has assigned responsibility for a student and/or students, and may include instructional time, movement between classes, movement to and from lunch, and/or recess time.

8.01.4 "Planning time" defined as the time set aside during student contact time when Professional Staff Members do not have assigned responsibility for students.

8.01.5 "Student supervision time" shall be defined as the time during which Professional Staff Members have responsibility for students entering and leaving the building, bus duty, and playground duty.

8.01.6 "Lunch" shall be defined as the guaranteed thirty (30) minutes uninterrupted duty-free time for lunch. If a Professional Staff Member is required to supervise the lunchroom, (s)he will be provided thirty (30) minutes uninterrupted lunch. Such thirty (30) minutes will not be a part of planning or developmental time.

8.01.7 "Developmental time" for elementary Professional Staff Members shall be defined as that period of time used for: Individual or Group Conferences, ADMINISTRATION scheduled faculty meetings, audio-visual explanations, planning sessions, departmental meetings, parent-Professional Staff Member conferences, in-service training, sharing of specialized service, and such other

activity as may be approved or determined by the ADMINISTRATION after consultation with the School Faculty Council.

- 8.01.8 "Developmental time" for middle school Professional Staff Members shall be defined as that period of time used for common team planning in the following areas: review of the intermediate magnet grades assessment, training for young adolescents, the writing process, the development of a building- intermediate magnet school philosophy, the development of an intermediate magnet school discipline plan, the advisor/advisee concept, a parent involvement plan, an in-service on clustering, the instructional improvement plan, and other relevant in-services as determined by the ADMINISTRATION.

8.02 Professional Staff Member's Day

8.02.1 Pre-School

- A. Professional Staff Members teaching pre-school will be provided at least twelve (12) hours of planning time per month.
- B. ECE/Title Professional Staff Members' planning time will be jointly scheduled by the ECE staff and the Director of ECE.
- C. Special Education pre-school Professional Staff Members' planning time will be jointly scheduled by the staff and their supervisor.

8.02.2 Elementary (Grades K-6)

The normal regular classroom day for Professional Staff Members teaching in elementary grades (Grades K through 6) shall consist of no more than 435 continuous minutes scheduled as follows:

345 minutes - Student contact time

30 minutes - Lunch

15 minutes - Before or after student day in student supervision time

45 minutes - Developmental time

Professional Staff Members teaching grades 1, 2, 3, 4, 5 and 6 Art, Music and Physical Education will be provided a total of 225 minutes planning time each full week. Planning time for Professional Staff Members teaching grades K-6 will be provided in time blocks of no less than thirty (30) consecutive minutes.

If any Professional Staff Member teaching grades 1, 2, 3, 4, 5 or 6 believes that scheduling can occur more efficiently, the Principal and Professional Staff Member shall meet to review the schedule. The Professional Staff Member can make recommendations for schedule changes.

8.02.3 Middle School (Grades 7-8)

The normal regular classroom day for Professional Staff Members teaching in the middle school (Grades 7-8) shall consist of no more than 435 continuous minutes scheduled during a seven (7) period day as follows:

360 minutes - Student contact time

30 minutes - Lunch

15 minutes - Before or after student day in student supervision time

30 minutes - Developmental time (before or after school)

Professional Staff Members teaching in middle schools will teach five periods, have one staff development period, and one individual planning period each day.

8.02.4 **High School (Grades 9-12)**

The normal regular classroom day for Professional Staff Members in the high school shall consist of no more than 435 continuous minutes scheduled as follows:

375 minutes - Student contact time

30 minutes - Lunch

15 minutes - *Before* student day in collaboration time

15 minutes - *After* student day in collaboration time

Professional Staff Members teaching in high school will not be obligated for student contact beyond the time contained in this Article.

Professional Staff Members teaching in high schools will be provided five (5) planning periods per week.

8.03 **Temporary Adjustment**

Temporary adjustments to the "normal" conditions set forth in Section 8.01 may be made by the ADMINISTRATION only on an emergency basis and after consultation with the School Faculty Council in the school building affected by the change.

8.04 **Support Staff Day**

The support staff day will be the same as the regular classroom Professional Staff Member day in the building in which they are assigned. The arrangement of this time will be established by the Building Principal, after consultation with the support staff, in such a manner so as to accommodate the special needs of the support staff role.

8.05 **Traveling Staff - Number of Building Assignments**

Every reasonable effort will be made so that traveling Professional Staff Members will be assigned to a maximum number of two (2) buildings. Art, Music and Physical Education

Professional Staff Members who travel shall be assigned to a specific group of students on a permanent basis.

8.06 Securing of Reserve Teachers

- 8.06.1 The ADMINISTRATION will make a reasonable effort to provide a reserve teacher whenever a regular classroom Professional Staff Member is absent. It is recognized, however, that in all cases of absence by Professional Staff Members, reserve teachers may not be able to be secured. The determination by the ADMINISTRATION that a reserve teacher cannot be secured shall be final.
- 8.06.2 When a reserve teacher cannot be secured, a Professional Staff Member may be requested by the Building Principal to waive his/her planning period to assume the responsibilities of teaching a class in lieu of a reserve teacher. A non-teaching Professional Staff Member may also be requested by the Building Principal to waive his/her planning period to assume the responsibilities of teaching a class in lieu of a reserve teacher when a reserve teacher is not present.
- 8.06.3 The Principal will keep a record of the times when each Professional Staff Member has accepted such teaching responsibilities. Such assignments will be rotated among those available Professional Staff Members in the school for the class period involved; however, no Professional Staff Member will be requested to waive planning time/periods an unreasonable number of times, as determined by the Building Principal. Professional Staff Members who are required by their Building Principal to waive their planning time/period to assume the responsibilities of teaching a class in lieu of a reserve teacher shall be compensated for performing such additional teaching responsibilities at the hourly reserve teaching rate established by the BOARD.
- 8.06.4 Professional Staff Members who provide educational support services will not have their regular programs or classes canceled for the purpose of reserve teaching. Examples of such Professional Staff Members include Special Assistance Reading and Math, Speech Pathologist, Individual and Small Group Instructor, Library/Media Center Personnel, etc.
- 8.06.5 If a reserve teacher is not available, and a class is divided among Professional Staff Members, those Professional Staff Members shall equally share the compensation which would have been paid to a reserve teacher.

8.07 Required After Hours Functions

The Building Principal at each school may schedule up to two (2) parent Professional Staff Member public functions each school year. All Professional Staff Members assigned to the school may be required by the Building Principal to be in attendance during such functions and to participate in programs conducted during such functions. Professional Staff Members may be excused from participating in a required attendance function for good cause as approved by the Building Principal. The School Faculty

Council shall be involved in the planning for such functions. Participation in such functions may include, but shall not be limited to, meeting with parents and guardians of students and conducting programs. After school hours functions which may require total staff participation in excess of two (2) during any school year may be held with the concurrence of the School Faculty Council. The School Faculty Council will work with the Principal to provide for both an equitable distribution of such functions among the Professional Staff Members assigned to the building and Professional Staff Member presence at school functions or school activities.

ARTICLE NINE SCHOOL PROCEDURES

9.01 Handbooks

Each Principal will provide each Professional Staff Member assigned to the building with that school's Handbook, written rules, regulations and/or procedures at the beginning of the school year.

9.02 Changing School Procedures

All changes in building policies and procedures shall be in accordance with Section 10.04.

9.03 Weekly Building Calendar

With the exception of unforeseen activities or unscheduled school events, each Principal will provide each Professional Staff Member with a hard-copy written and/or electronic weekly bulletin detailing school activities for the following week no later than Friday prior to said week.

ARTICLE TEN SCHOOL FACULTY COUNCIL

10.01 Membership of Faculty Council

Within each school building there shall be a School Faculty Council consisting of Professional Staff Members assigned to such school building. Such Council shall have among its members the ASSOCIATION building representative(s). The Building Principal or his/her designee shall be a member of the Council. The Faculty Council will decide the size, additional membership, and Chairperson of the Council no later than 15 days after the commencement of the school year. The first Council meeting must be held within the first 30 days of the school year. Business can only be conducted if bargaining unit and administrative representation is present.

10.02 Purpose of Faculty Council

The purpose of the council is to collaboratively resolve building issues and to provide a vehicle for communication between the Professional Staff Member and the administrator of the school concerning matters unique to the school which have not been made the

subject of a grievance. All changes to building policies and procedures in any school building will be reviewed, discussed, and consensus reached with the school Faculty Council before being established by the building principal.

10.03 Agenda and Meeting of Faculty Council

The Council will meet monthly and upon the call of either the building principal or chairperson or a majority of the Professional Staff Members who are members of the Faculty Council. All Professional Staff Members will have the opportunity to place items on the agenda. The monthly agenda will always address the issue of a safe working environment. The agenda will be distributed to the staff at least 24 hours before any regular meeting. Minutes of all meetings will be distributed to Professional Staff Members, ASSOCIATION, and Human Resources following each meeting.

An ASSOCIATION and Human Resources representative will meet monthly to review minutes from all buildings and make recommendations, as necessary, to the Faculty Council chair and be shared with all council members.

10.04 Faculty Council Responsibilities

10.04.1 Faculty Council shall serve as the building safety committee and responsibilities will include but not be limited to the following:

- A. Serve as the building safety committee
 - 1. Conduct an Annual Building Safety Audit within the first semester.
 - 2. Review safety audit findings and make recommendations for improvement.
 - 3. The audit and recommendations for improvement will be submitted to the ASSOCIATION and Human Resources.
 - 4. The Faculty Council will select a teacher and administrator representative from the building committee to participate in training as provided by the Joint District Safety Committee.
- B. In addition the Faculty Council will address such items as:
 - Building procedures and practices (See Article 9, School Procedures)
 - Building maintenance and cleanliness
 - Student discipline and building security matters (See Article 26)
 - Instructional programs
 - Equitable participation by Professional Staff Member assigned to a building in school/building functions, activities and events (See Article 8)
 - Planning the school open house
 - Fund raising events and/or activities (see Article 16, Section 16.03)

- Other similar matters and events

10.05 Faculty Council Representatives

The goal of the Faculty Council shall be to encourage collaborative communication to resolve all building issues. Job security, evaluations and advancements will not be adversely affected due to active Faculty Council participation.

**ARTICLE ELEVEN
PROFESSIONAL ACTIVITIES FUND**

11.01 Amount and Purpose of Professional Activities Fund

The School Faculty Council of each individual school building will be provided by the BOARD with a Professional Activities Fund of twenty-five dollars (\$25.00) per full-time Professional Staff Member assigned to the building based on the full-time professional staff equivalency from the State Report for the current school year by the end of the first semester. This Professional Activities Fund will be used at the discretion of the School Faculty Council after consultation with the Building Principal to provide for items necessary for professional staff needs, such as teaching materials and equipment, professional books, professional magazines, faculty room furniture, and professional growth and travel. This Fund may not be used to defray the cost of any telephone installation or telephone service charges.

11.02 Account Records

An accurate accounting of all funds allocated to this Fund will be maintained by each Building Principal under the supervision and direction of the Treasurer of the BOARD. Such account records will be available for inspection by the Faculty Council.

**ARTICLE TWELVE
CLASS SIZE**

12.01 Primary School (K-3)

The class size in each homeroom in the primary division of an elementary school should be no greater than the following number of students per one (1) regular classroom Professional Staff Member

Grades K & 1 - 25 students

Grades 2 & 3 - 27 students

The class size in art, music and physical education classes should be no greater than the following number of students per one (1) art and/or music or physical education Professional Staff Member:

Grades K & 1 - 25 students

Grades 2 & 3 - 27 students

12.02 Elementary School (4-6)

The class size in each homeroom in the intermediate division of an elementary school should be no greater than the following number of students per one (1) regular classroom Professional Staff Member:

Grades 4 through 6 - 29 students

The class size in art, music and physical education classes should be no greater than the following number of students per one (1) art and/or music or physical education Professional Staff Member:

Grades 4 through 6 - 29 students

12.03 **Middle School (7-8)**

The pupil load will not exceed 160 pupils per day for middle school Professional Staff Members. The class size for each instructional period in the middle school shall be no greater than thirty-two (32) students.

12.04 **High School (9-12)**

The pupil load will not exceed 170 pupils per day for high school Professional Staff Members. The class size for each instructional period in the high school shall be no greater than thirty-five (35) students. Certain activity classes such as typewriting, physical education and music, and all other programs involving group or unit participation or involving laboratory work are excluded from this provision.

12.05 **Overload Payment**

In the event circumstances deem it necessary to exceed the maximum class size limit, as outlined in Sections 12.01, 12.02, 12.03 and 12.04, written reasons will be given to the Professional Staff Member with copies sent to the ASSOCIATION and the Human Resources Department, and the following provisions shall apply:

12.05.1 An overload payment of \$300 per student per year in grades K-6 is calculated for each student over the maximum limit and shall be payable at the end of each semester. If a Professional Staff Member has the extra student(s) less than a full day and/or less than a full school year, the rate per student is pro-rated.

12.05.2 An overload payment of \$60 per student per period per year in grades 7-12 is calculated for each student seen at least one (1) period per day over the class size limit and shall be payable at the end of each semester. If a Professional Staff Member has the extra student(s) less than five (5) periods per week and/or less than a full school year, the rate per student is pro-rated.

12.05.3 The maximum student overload in any class shall be four (4) students

12.06 **Special Classes**

12.06.1 The class size in special subjects in high schools, such as, laboratory and industrial arts courses will be determined by the Building Principal. The class size for vocational classes shall not exceed state standards where applicable.

12.06.2 In each elementary school, the pupil load for chorus and band shall be determined by the Building Principal after consultation with the chorus and/or band director.

12.07 Special Education Classes

Classes for students who have been identified as needing special education services will be limited to the maximum number allowed under applicable state standards. In accordance with state and federal guidelines, a continuum of service options will be provided to eligible students. Any Professional Staff Member who teaches the special education student shall be involved in the IEP process.

12.08 Duties of Paraprofessionals During Special Activity Class

The paraprofessional assigned to the homeroom will accompany the homeroom class to a special activity class. By mutual contract of the Professional Staff Members involved, the aide may stay with the homeroom Professional Staff Member.

12.09 Date for Determination of Class Size

Determination of class size for purposes of this article will be made no later than thirty (30) school days from the date of the official opening day for students.

12.10 Class Size of a Combined Grade Level Class

Elementary Professional Staff Members assigned a combination class (two grade levels) will have a class size less than other classes of comparable grade levels within that building. Building Principals will provide an additional seventy-five minutes planning time to Professional Staff Members with combination classes. The seventy-five minutes will replace before-school or after-school duty.

**ARTICLE THIRTEEN
FACULTY MEETINGS**

13.01 Purpose of Faculty Meetings

Tuesdays will be reserved for faculty meetings. Faculty meetings are meetings which involve all Professional Staff Members assigned to a building for such purposes as: school business, Professional Staff Member-pupil relationship, assessment and/or any

other school-wide purpose identified by the Principal or the Superintendent, or by the Principal in cooperation with the School Faculty Council. Professional Staff Members may not be excused from faculty meetings on a regular basis because of extra-duty commitments.

13.02 Extended Faculty Meetings

Faculty meetings may be scheduled during developmental time. The Principal may also schedule one regular faculty meeting per month which extends beyond the Professional Staff Member day. Faculty meetings which extend beyond the Professional Staff Member day may be scheduled by the Principal with consensus of the Faculty Council and may extend sixty (60) minutes beyond the Professional Staff Member day. Meetings in excess of this one (1) regular meeting require the consensus of the School Faculty Council.

13.03 Posting of Agenda for Faculty Meeting

The agenda for regular monthly faculty meetings should be posted twenty-four (24) hours prior to the meeting. The agenda for a special faculty meeting should be posted as soon as possible prior to the meeting.

ARTICLE FOURTEEN ACADEMIC FREEDOM

14.01 Definition of Academic Freedom

A Professional Staff Member seeks to educate people in the educational skills and in democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these educational skills and democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for Professional Staff Member and student is encouraged.

14.02 Resolution of Academic Freedom

It is recognized that the Principal in each school is responsible for all teaching conducted in the school and, therefore, has the responsibility to supervise each Professional Staff Member with respect to all teaching activity conducted within the building. Should differences exist with respect to the subject of academic freedom, the Professional Staff Member and his/her ASSOCIATION representative shall review the matter with the Superintendent or his/her designee.

14.03 Judgment Involved in Academic Freedom

In the spirit of academic freedom, Professional Staff Members will create a classroom atmosphere which invites in-depth study of the critical issues of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study. The Professional Staff Member is

responsible for exercising reasonable and prudent judgment in selecting for discussion those issues (s)he deems relevant to the maturity and understanding of the students involved.

14.04 Freedom of Individual Expression

Freedom of individual conscience, association and expression will be encouraged, and fairness of procedures will be observed.

ARTICLE FIFTEEN TEACHING ENVIRONMENT, SUPPLIES AND FACILITIES

15.01 Environment

- 15.01.1 Professional Staff Members will be provided clean, well-lighted, safe, healthful, and adequately ventilated conditions in all places of employment, as determined by the ADMINISTRATION.
- 15.01.2 Adequate maintenance of all facilities and equipment shall be provided, including but not limited to plumbing, lighting, floors, doors, fountains, etc., as determined by the ADMINISTRATION.

Standards set forth above will be maintained. If standards are not met, issue will be discussed with Building Principal and Faculty Council. An improvement plan will be developed with the assistance of the Assistant Superintendent and head of Building Maintenance. If after 30 days the improvement plan has not caused a change in conditions, a grievance may be filed in compliance with Article Three of this CONTRACT.

- 15.01.3 All daily routine announcements over the school public address system should be made during the homeroom period or designated announcement period. Use of the school public address system at other times is recognized as being potentially disruptive of the classroom learning situation. Therefore, such use is the responsibility of the Building Principal. Use of the school public address system at times other than the homeroom, period or designated announcement period shall not be approved by the Building Principal indiscriminately.
- 15.01.4 Each classroom shall have a usable desk and chair, chalkboard and bulletin board space to complement the Professional Staff Member's instruction. Bulletin boards shall be located in accessible positions.

15.02 Professional Staff Members Use of Equipment

A duplicating machine and/or copy machine, computer, printer, and paper will be made available in each school for the use of Professional Staff Members in preparing instructional materials.

Available computer, printers and other office machines and equipment may be used by Professional Staff Members for preparation of instructional materials, subject to the prior approval of the Building Principal or his/her designee.

15.03 **Phone Facilities**

Existing school phone facilities shall be made available to Professional Staff Members. A Professional Staff Member may not make any toll or long distance calls from any school phone without the prior approval of the Building Principal.

15.04 **Supplies**

15.04.1 A grade and lesson plan book will be provided by the BOARD for each Professional Staff Member at the commencement of each school year. Each Professional Staff Member will be required to maintain a lesson plan book and grade book which must be available for inspection, upon request, by the Building Principal. Lesson plan books must also be available for use by a reserve teacher whenever the Professional Staff Member is absent.

15.04.2 Audio-visual equipment, supplies and other materials necessary to teach assigned courses will be provided. Approved textbooks and Professional Staff Member editions of all approved textbooks (when available for purchase) for the Staff Member assigned to teach from the approved textbook, will be provided as delineated in the Dayton City School District and Department of Instruction Adopted Textbooks and Materials Elementary and Secondary Handbook and Adopted Textbooks and Workbooks, Grades K-12.

15.05 **Facility Council**

The Superintendent will, prior to developing plans for submission to the BOARD for any new buildings or for any major renovation of existing buildings, seek input from several Professional Staff Members, representative of those instructional or special areas found in the proposed building, regarding the plans for such building or changes. The Professional Staff Members selected will be selected by the Superintendent; however, the ASSOCIATION will be given the opportunity to suggest the names of individuals to the Superintendent.

15.06 **Dress Code**

Professional Staff Members are expected to dress in appropriate attire in the workplace.

ARTICLE SIXTEEN NON-INSTRUCTIONAL DUTIES

16.01 **Rotation of Non-Instructional Duties**

The Faculty Council will work in conjunction with the building administrator to determine the responsibilities of a non- instructional nature that may be rotated among Professional Staff Members on an equitable basis. In order to equitably distribute such

duties schedules may be altered and reassigned during the course of the school year. Questions or concerns regarding rotation equity will be resolved by Faculty Council.

16.02 Timeline for Submission of Reports

Except in the case of an emergency that could not be anticipated in advance, Professional Staff Members will be given a reasonable amount of time, not less than three (3) work days, to furnish miscellaneous reports which the Professional Staff Members are required to submit.

16.03 Fundraising Constraints and Accountability

Before any fund raising event or other activity that involves the collection of money is conducted in a school building which will involve the Professional Staff Members assigned to the building in any way, the School Faculty Council will be involved in the decision whether to conduct the event and, if so, in determining the extent of involvement of Professional Staff Members in the fund raising activity. The Chairperson of the School Faculty Council will be permitted to review the accounting for all fund raising events or activities with the Building Principal and/or the school Treasurer or Business Manager. In addition the Building Principal will issue quarterly reports to the faculty regarding all funds collected and the expenditure of such funds.

ARTICLE SEVENTEEN COOPERATING PROFESSIONAL MEMBER

17.01 Philosophy of a Cooperating Professional Staff Member

The BOARD recognizes the responsibilities of Professional Staff Members to assist student Professional Staff Members and/or student observers in developing into competent professionals. The BOARD also recognizes the fact that there is a certain degree of both personal enrichment and self development of the cooperating Professional Staff Members in their work as they assist and guide the professional growth of the student Professional Staff Member. The BOARD further considers the supervision of student Professional Staff Members and/or student observers to be a responsibility in addition to the Professional Staff Members' regular teaching duties. Professional Staff Members who consent to the assignment of a student Professional Staff Member and/or student observer agree to accept such responsibilities. The BOARD also recognizes that Professional Staff Member training institutions have a responsibility for compensation and remuneration to those Professional Staff Members who are supervising student Professional Staff Members and/or student observers. This remuneration may come through college credit, free course offerings, or through cash payment, as established by the university placing the student Professional Staff Member with the system.

17.02 Provision of Materials for Student Teacher

The BOARD will provide student teachers and/or student observers with copies of the texts, guides, and building policies to assist them during their student teaching assignments.

17.03 Required Consent to be a Cooperating Professional Staff Member

No Professional Staff Member will be assigned a student teacher and/or student observer without the Professional Staff Member's consent.

17.04 Termination of Assignment as a Cooperating Professional Staff Member

In the event the Professional Staff Member feels the necessity to terminate the assignment, the Professional Staff Member will contact the Building Principal who, in turn, will arrange for a conference between the Building Principal, the cooperating Professional Staff Member, the student Professional Staff Member and/or student observer, and his/her immediate supervisor/advisor from the placing university.

**ARTICLE EIGHTEEN
PROFESSIONAL STAFF MEMBERS NEW TO THE SYSTEM**

18.01 New Professional Staff Member Orientation

18.01.1 A new Professional Staff Member will receive an orientation to the Dayton City Schools immediately preceding the opening of the school year. As part of the new Professional Staff Member orientation program, the Professional Staff Member will have a conference with the Building Principal, during which the building policies and procedures of the school and the School Handbook will be reviewed.

18.01.2 Time for an ASSOCIATION presentation will also be incorporated into the program schedule.

18.01.3 It is the professional responsibility of each Professional Staff Member to provide special consideration to new Professional Staff Members with regard to assignments, responsibilities, assistance, and guidance.

18.02 Entry Year Program

18.02.1 In accordance with state standards, an entry year program will be implemented for all Professional Staff Members in the first year of employment under a new classroom teaching certificate/license. The ADMINISTRATION and the representatives appointed by the ASSOCIATION, on an annual basis, shall jointly review the entry year program.

18.02.2 Pay for mentors shall be listed as a supplemental at each level. Mentor pay is 2% for every two (2) PSM. A mentor shall be paid 2% for each additional set of PSM's.

18.02.3 "Article 26 – Evaluations" shall be required for all entry year Professional Staff Members. The outcome of the evaluation shall be separate from PRAXIS and could lead to non-renewal.

- 18.02.4 All Professional Staff Members new to the profession shall be required to be a part of the entry year program and shall be paid at the Staff Development rate of pay.

ARTICLE NINETEEN
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ARTICLE TWENTY
J-ROTC

- 20.01 DEA members employed in the J-ROTC program shall work under the district approved calendar. For the 2006-07 school year, J-ROTC members with existing vacation leave shall have such vacation leave converted to sick leave.

ARTICLE TWENTY-ONE
INDIVIDUALIZED EDUCATIONAL PLANS (IEPs) AND THREE-YEAR
RE-EVALUATIONS (RE-EVALS) FOR SPECIAL EDUCATION STUDENTS

21.01 Release Time for IEPs

Professional Staff Member responsible for writing student IEPs will receive release days in the following manner:

6 or less IEPs - one day

7 or more IEPs - maximum of two days

21.02 Assignment of Students during IEPs

Other Professional Staff Members will not be assigned additional students due to the implementation of this Article.

21.03 Release time for Three-year Re-Evaluations

Professional Staff Members responsible for writing student three-year re-evaluations will receive one day of release time for six or more reevaluations.

21.04 Assignment of Students during Three-year Re-Evaluation

Other Professional Staff Members will not be assigned additional students due to the implementation of this Article.

- 21.05 Professional Staff Member responsible for alternate assessments will receive one (1) release day.

ARTICLE TWENTY-TWO SENIORITY

22.01 Definition of Seniority

Seniority will mean the number of continuous years of service commencing with the latest date of employment, except as set forth herein. Service rendered beyond the normal work year of the Professional Staff Member will not be counted toward seniority.

22.02 Accumulation of Seniority

A Professional Staff Member who completes at least 120 days of teaching under contract during a school year shall be credited with a year of seniority. A Professional Staff Member on reduction in force (Section 25.07) who works as a reserve teacher and completes at least 120 days of teaching as a reserve teacher during one school year shall be credited with a year of seniority. A Professional Staff Member who works less than full time shall be credited with one (1) year of seniority for each school year in which such Professional Staff Member works 870 or more hours. Less than 870 hours shall be prorated.

22.03 Breaking of Seniority

A Professional Staff Member on approved leave of absence will not be considered to have broken seniority during the time they were not on active working status. A layoff and time spent on disability retirement shall not be a break in seniority. An employee's seniority shall be broken upon resignation, permanent retirement or discharge.

22.04 Breaking the Seniority Ties

In the event that two or more employees in the same area of certification share the same seniority date of hire, the ties shall be broken by using the last four (4) numbers of the Professional Staff Member's Social Security number. The lower Social Security number shall mean that Professional Staff Member has the higher seniority.

22.05 Seniority while on Leave

When a Professional Staff Member is on any approved leave, their seniority shall not be broken. They shall accrue seniority on leaves if it so states in the leave section.

ARTICLE TWENTY-THREE PERSONNEL RECORDS

23.01 Establishment of a Personnel File

The State Department of Education requests that certain personnel records be kept up-to-date and on file for reference at all times. All personnel records will be filed in the office designated by the Superintendent on a current basis. These personnel records may include:

- Application for employment, including references
- Copy of latest contract, properly signed
- Copy of latest salary notice
- Health certificate card
- Health history card
- Ohio teaching certificate
- Personal record card
- Personal and professional data form
- Transcript of college credits showing the official record of the degree granted, original or certified copy
- Record of military service
- Record of tuberculosis test or X-ray
- Other documentation which has been properly placed in the file

23.02 Inclusion of Materials into the File

Each Professional Staff Member's official personnel file shall be maintained in the Personnel Services Department. A Professional Staff Member shall be notified of the intent of the ADMINISTRATION to place any material in his/her personnel file and shall be provided the opportunity to read any such material prior to its being placed in such personnel file. Materials relating to a specific incident or occurrence must be placed in the personnel file within thirty (30) calendar days of the time of the ADMINISTRATION'S awareness of the incident or occurrence. The Professional Staff Member shall acknowledge that (s)he has read the material by affixing his/her signature to the copy to be filed. If the Professional Staff Member fails or refuses to sign, such failure or refusal shall be noted on the material and it may be filed. Signature of a Professional Staff Member shall not indicate agreement with the content of the material, but indicates only that material has been inspected by the Professional Staff Member. The Professional Staff Member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the Building Principal, who shall affix his/her signature thereto, acknowledging that the Building Principal has read the reply. Such signature shall not indicate agreement by the Principal with the content of the reply.

23.03 Anonymous Material

Anonymous letters or materials shall not be placed in a Professional Staff Member's file, nor shall they be made a matter of record.

23.04 Copies of Material in Personnel File

A Professional Staff Member shall be entitled to a copy, at the Professional Staff Member's expense, of any material in his/her personnel file. A Professional Staff Member may place letters of merit and commendation in his/her personnel file.

23.05 Review of Personnel File

A Professional Staff Member may periodically review his/her personnel file. Such review shall take place within a reasonable period of time after the request. A third party selected by the Professional Staff Member at the option of the Professional Staff Member may be present during such review. A representative of the ADMINISTRATION, at the option of the ADMINISTRATION, may also be present during such review.

23.06 Confidentiality of Files

At no time nor under any circumstances will the confidential files of any Professional Staff Member be opened to the public.

23.07 Purging of the Files

Material once placed in a Professional Staff Member's personnel file may be removed from such file by the mutual agreement of the Professional Staff Member and the Superintendent or his/her designee. All negative material will be removed from the file after 36 months, at the request of the Professional Staff Member if there has been no other record of occurrence in the file. Such material will also be removed as a remedy to a grievance that is sustained.

**ARTICLE TWENTY-FOUR
PROFESSIONAL STAFF MEMBER CONTRACT**

24.01 Issuance of Employment CONTRACT

The Professional Staff Member CONTRACT and/or salary notice will be issued to the Professional Staff Member no later than May 15th.

24.02 Information Required on CONTRACT

The CONTRACT issued each Professional Staff Member will, among other items, contain the following:

- Name of Professional Staff Member
- Type of contract (continuing or limited)
- Employee identification number
- Base salary (annual and bi-weekly for number of pay periods)
- Salary classification
- Contract notations

- School year

24.03 **Information Required on Salary Notice**

The annual notice of salary issued each Professional Staff Member on a continuing contract will, among other things, contain the following:

- Name of Professional Staff Member
- Employee identification number
- Base salary (annual and bi-weekly for number of pay periods)
- Salary classification
- School year

24.04 **Information on Supplemental Contract**

Except in the case of an emergency which requires immediate action by the Superintendent to fill a supplemental duty position, all supplemental contracts will be issued prior to the date the Professional Staff Members will be expected to begin their supplemental duties. Supplemental contracts issued to Professional Staff Members will contain the following items:

- Name of Professional Staff Member
- Employee identification number
- Details concerning extra duty assignment covered by such contract -- school specific assignment, and period of assignment
- Compensation and basis for compensation
- School year

ARTICLE TWENTY-FIVE EMPLOYMENT, ASSIGNMENTS, REASSIGNMENTS AND PROMOTIONS

25.01 **Limitation of Assignment**

The ASSOCIATION recognizes the statutory power of the BOARD to employ and the Superintendent to assign Professional Staff Members. The ASSOCIATION also recognizes the implications of desegregation and the values of an integrated school system; therefore, the ASSOCIATION encourages compliance with and supports affirmative action in this regard. The ADMINISTRATION'S effectiveness is directly related to its ability to implement the principle of "best fit." To the degree that the ADMINISTRATION is able to match applicants to positions requiring the abilities and

characteristics possessed by these applicants, only then will the ADMINISTRATION, and thus the schools, be functioning most effectively.

25.02 Transfer - General Provisions

- 25.02.1 No new Professional Staff Member will be placed in a specific position assignment until all transfer requests have been reviewed and considered by the Human Resources Department.
- 25.02.2 The transfer procedures set forth in this article shall apply to vacancies created by terminations, death or disability, leaves, retirements resignations, transfers or new positions. The parties recognize that from time to time, the BOARD may institute magnet programs or implement completely new program initiatives. The criteria for selection of Professional Staff Members to participate in such programs or initiatives will be subject to negotiations between the parties.

25.03 Voluntary Professional Staff Member Transfer

- 25.03.1 Professional Staff Members who, for various reasons, wish to transfer to another building will be eligible to request and be considered for such a move after completing and date signing the necessary forms no later than February 15th. The Professional Staff Member applying for transfer will receive a written acknowledgment of receipt of the request from the Human Resources Department.

A Professional Staff Member requesting a transfer to another building will be limited to a maximum number of two (2) choices. A Professional Staff Member will be notified in writing of his/her new assignment by Human Resources.

- 25.03.2 The variables to be weighed in consideration of transfer requests include, but are not limited to specific professional competencies, experience, co-curricular preferences, diversity and seniority. Of this, seniority will be the most important consideration, except where other variable(s) require greater consideration. If the most senior applicant does not receive the transfer, he or she will be given the reasons in writing. Any Professional Staff Member on a plan of improvement according to Article Forty-Five is not eligible for a voluntary transfer as described in this section.
- 25.03.3 Requests for transfer applications will be kept until the end of the first quarter of the following school year after the February 15th submission. A Professional Staff Member may revoke the request for transfer at any time prior to Human Resources notifying the Professional Staff Member of his/her new assignment.
- 25.03.4 If an open position occurs during the first quarter of a school year, it will be filled with a Professional Staff Member on a regular teaching contract.

25.04 Involuntary Transfer (Principal and Administration Initiated)

25.04.1 **Involuntary Transfer Due to Cause**

- A. If a transfer of a Professional Staff Member due to cause is to be made during the course of the school year (except in the case of an emergency which requires immediate action, as determined by the ADMINISTRATION), the concerned Professional Staff Member will be notified in writing thirty (30) days prior to the anticipated date of transfer. The Principal/ Administration will identify the problem and discuss such problem with the Professional Staff Member involved.
- B. At such a conference between the Professional Staff Member and the Principal/Administration, suggestions and recommendations for constructive steps to resolve the problem will be put into writing.
- C. Within four (4) weeks after problem identification, a second conference between the Professional Staff Member and the Principal/ Administration will be held for purposes of reappraising the situation. Additional conferences may be held, if necessary.
- D. If progress towards resolving the problem is unsatisfactory and it is deemed by the Principal/Administration to transfer the Professional Staff Member, the Professional Staff Member may request the reason for the transfer in writing.

25.04.2 **Displacement Due to Pupil Enrollment/Program Reduction and/or Staff Realignment**

- A. The ADMINISTRATION may displace Professional Staff Members due to pupil enrollment, program reduction, and/or staff realignment.

In determining which individual Professional Staff Member is to be displaced, the ADMINISTRATION shall consider the following: (a) racial balance, (b) system seniority, (c) areas of certification. Department or division seniority may also be considered.
- B. Before a Professional Staff Member is involuntarily transferred under this section, the ADMINISTRATION will consider voluntary transfer requests from the same building.
- C. When a Professional Staff Member is to be displaced under this section (s)he shall have the right to displace the least senior Professional Staff Member in the program in which (s)he is being displaced, or if the program has been eliminated from the system (s)he shall have the right to displace the least senior Professional Staff Member in any other area for which (s)he holds certification.
- D. Professional Staff Members displaced under this section shall have the right to return to their original school/program. A vacancy must exist in the summer. The right to return only exists in the summers before and after the first school year of displacement. If more than one Professional Staff Member is displaced from one building, the

right to return is granted in the reverse order of their transfer out. The right to return must be consistent with the racial balancing of staff and proper certification.

- E. A Professional Staff Member to be displaced under this section will be given at least three (3) work days' notice before the transfer is to become effective.
- F. All Professional Staff Members who have been displaced and who are unable to enact paragraph C of this Subsection shall be placed in vacant positions by system seniority before any voluntary transfers are initiated.
- G. Professional Staff Members returning to a faculty after being a Professional Staff Member on special assignment shall be placed on the displaced list, by their seniority, and shall have all rights of a displaced Professional Staff Member.

25.05 Change in Assignment

- 25.05.1 Professional Staff Members requesting a change of grade level or teaching subject area assignment, in accordance with their certification, shall submit a request in writing to their Building Principal. The building Principal shall respond in writing regarding this request.
- 25.05.2 Professional Staff Members assigned by the Principal/Administration to a change of grade level or teaching subject area assignment, in accordance with their certification, within a building may request a conference to discuss the assignment and, if it is finally decided by the Principal/Administration that such assignment shall be made, the Professional Staff Member may request the reason in writing. It will be the responsibility of the Administration to provide orientation when changes of assignment occur.
- 25.05.03 The change of a grade level or teaching subject area within a building may not be made for arbitrary or capricious reasons. The written reasons given by the administrator for a change of grade level or teaching subject area within a building as referenced in 25.05.2 will be clear and specific.

25.06 Assignment of Adjunct Staff

- 25.06.1 Adjunct staff are those persons employed by Dayton City Schools, who are non-certified, who bring some expertise to a particular field. The adjunct staff may work with students assigned to the Professional Staff Member in small groups, or as otherwise assigned.
- 25.06.2 Adjunct staff shall not be responsible for grades, lesson plans, or be a part of the school's master schedule.
- 25.06.3 Assignment of adjunct staff shall occur only if a Professional Staff Member is responsible for the student.

25.06.4 There shall be no adjunct staff hired if there is a Professional Staff Member available to perform the duties.

25.07 Reduction in Teaching Staff

25.07.1 The BOARD may reduce the teaching staff positions because of financial reasons, decreased enrollment of pupils, return to duty of regular Professional Staff Members after leaves of absence or by reason of suspension of school, reorganization, or territorial changes affecting the District. In making such reduction, the BOARD will proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools, who will, within each teaching field affected, give preference to Professional Staff Members on continuing contracts and to Professional Staff Members who have greater seniority.

25.07.2 Professional Staff Members, whose continuing contracts are suspended, will have the right of restoration to continuing service status in the order of seniority of service in the District if and when teaching positions become vacant or are created for which any of such Professional Staff Members are or become qualified.

25.07.3 After giving recall rights to eligible Professional Staff Members with continuing contract status, Professional Staff Members whose limited contracts have been suspended because of a reduction in force shall have the right to recall as follows:

- A. Effective July 1, 2008, recall rights shall be limited to thirty-six (36) months and commence on the day following the employee's last day of work.
- B. Professional Staff Members whose limited contracts were suspended shall be recalled to a vacancy in the inverse order of suspension as positions become available in their area(s) of certification. Professional Staff Members whose contracts have been suspended must notify the District in writing of any changes in their area(s) of certification.

If a Professional Staff Member refuses an offer of recall, said Professional Staff Member's name shall be removed from the recall list.

25.07.4 Professional Staff Members on recall status shall have the responsibility for keeping the Human Resources Department informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the Professional Staff Member's last known address. Failure to contact the Human Resources Department to accept such recall within ten (10) calendar days of the date of such mailing shall constitute a "turn-down" of offer.

25.07.5 The BOARD shall notify the ASSOCIATION of anticipated positions to be eliminated and the names of Professional Staff Members affected, at least thirty (30) days prior to such reduction. At least two (2) days prior to the mailing of notices to the Professional Staff Members affected by a staff

reduction, the BOARD will advise the ASSOCIATION of the number of Professional Staff Members to receive such notification.

- 25.07.6 The ADMINISTRATION will make good faith efforts to notify Professional Staff Members involved in a staff reduction by May 15th of the school year. The parties acknowledge that unforeseen circumstances may make further reductions necessary. When this occurs, the ADMINISTRATION will notify the ASSOCIATION of the approximate number of Professional Staff Members affected, and the reasons for the reduction.
- 25.07.7 Professional Staff Members involved in a staff reduction who assume employment after the start of the school year, and during the succeeding school year will have no waiting period for resuming insurance coverage. Professional Staff Member must re-enroll to continue insurance coverage within five (5) days of recall.
- 25.07.8 All Professional Staff Members who are involved in a staff reduction process will have all insurance coverage continued through August 30th in accordance with the provisions of Article Forty-Nine.
- 25.07.9 Opportunity to discuss data necessitating the reduction will be afforded to the ASSOCIATION.

25.08 Job Postings

Whenever a vacancy occurs in a promotional position for which Professional Staff Members are qualified and which will involve employment of thirty (30) or more days, the ADMINISTRATION will publicize the position by special bulletins to each school and the ASSOCIATION. These shall occur at least ten (10) days prior to the deadline for applications to be filed. Such bulletins shall include information concerning general responsibilities, qualifications, procedures for obtaining the position, and the deadline for filing the application. Basic criteria to be considered for each position will be indicated on all publicity. To the extent possible, the ADMINISTRATION will publicize such positions prior to the end of the school year.

25.09 Retirement Notice Stipend

A five hundred dollar gross payment will be issued to retiring teachers under the following conditions all in the same calendar year:

- A. Notification of intent to retire will be received by Human Resources on or before April 1 with an effective date of June 30.
- B. Board action will occur by April 30.
- C. Payment will be made by May 31.

25.10 Committee to Investigate Merit Pay and Peer Assistance and Review

A joint committee shall be established between the parties no later than September 1, 2008, consisting of co-chairs, one each, from the ADMINISTRATION and the ASSOCIATION. Each co-chair will appoint three members to serve as follows:

A. Investigate models of merit pay for teachers.

B. Investigate models of peer assistance and review.

The committee shall recommend as to both A and B in time for implementation (if one or both are to be implemented) for the 2009-2010 school year.

ARTICLE TWENTY-SIX PROFESSIONAL STAFF MEMBER-PROTECTION

26.01 Development of School Student Discipline Procedures

Each school building shall have a School Student Discipline Committee consisting of the building ADMINISTRATORS and representatives appointed by the school Faculty Council. Prior to the end of each school year for the following school year, the building administration in collaboration with the School Student Discipline Committee shall assess and may redesign the current school discipline procedures which must be consistent with 26.02. During the first full week of school: 1) the School Student Discipline Committee will familiarize the staff with specific discipline procedures and, 2) the building principal will meet with students to review all school rules and regulations, and 3) the classroom teacher will review and reinforce the school rules and regulations. The ADMINISTRATION will provide cooperative assistance and counsel to Professional as they carry out such procedures. Section 3319.41 of the Ohio Revised Code states that a Professional Staff Member, Principal or Administrator may use such force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupils, for the purpose of self-defense, or for the protection of persons or property.

26.02 Student Discipline Policy

The building administration and Professional Staff Members will follow the Board of Education's discipline policy, "Guide to Student Conduct", and specific school procedures as developed by the School Student Discipline Committee to provide fair, consistent discipline in every building.

26.03 Removal of Students

26.03.1 Professional Staff Members initiating any request or recommendation or other action to remove, suspend, or expel any student for any reason shall be required to submit such request or recommendation or action in writing with whatever documentation or information is available to support such request, recommendation or action and, should the need arise, shall be required to testify in any legal or administrative proceedings resulting either from such recommendation, request or action or otherwise seeking to remove, suspend, or

expel any student. The ADMINISTRATION will provide reasonable on-the-job protection, counsel and assistance in such situations. Professional Staff Members shall immediately be made aware of the disposition of the recommendation by the ADMINISTRATION, including the rationale for such disposition.

- 26.03.2 Upon return to school, after a student has been expelled from a campus for violence against a professional staff member in accordance with the provisions of the Student Code of Conduct., the student shall be reassigned, to the extent possible, to a campus other than the one from which he or she has been expelled.

26.04 Civil Disturbance

- 26.04.1 In the case of a general civil disturbance in the area of a school, a Professional Staff Member fearful for his/her safety should contact the proper school authorities for instructions as to work assignment.
- 26.04.2 The ADMINISTRATION will not require any Professional Staff Member to report to a school where clear and present danger exists, as determined by the ADMINISTRATION.
- 26.04.3 In the event of disorder or other emergency while school is in session, no Professional Staff Member shall leave a class unattended or dismiss a class unless instructed to do so by the Building Principal.

26.05 Parent Complaints Against Professional Staff Members

- 26.05.1 Communications between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between Professional Staff Member, pupil, parent, Principal and other appropriate staff personnel should be pursued before using the formal procedures outlined below. If such conferences do not lead to understanding and resolution of problems involved, a parent may pursue further action by submitting a written complaint against a Professional Staff Member to the Building Principal. The Principal shall give a copy to the Professional Staff Member.
- 26.05.2 Further action concerning the complaint shall be initiated by the following procedure:
- A. If requested by the complainant or the Professional Staff Member, a meeting involving the Professional Staff Member, the Principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.
 - B. If the complaint is unresolved, it may be appealed to the appropriate Director or Deputy Superintendent.
 - C. If it is not resolved at that level, it may be appealed to the Superintendent.
 - D. If it is still unresolved, it may be appealed to the BOARD.

In each of the steps above, a Professional Staff Member may request and be accompanied by counsel and/or ASSOCIATION representative. Conferences regarding such complaints shall be in private.

26.06 Administrative Concerns/Complaints Regarding Professional Staff Members

- 26.06.1 When an administrative concern/complaint arises regarding a Professional Staff Member, an informal conference shall be held with the administrator and the Professional Staff Member. If the concern/ complaint is resolved, there shall be no written documentation of the conference placed in the Professional Staff Member's personnel file. If the concern/complaint is not resolved, the administrator may document the concern/ complaint in writing and place a copy in the Professional Staff Member's personnel file. The Professional Staff Member may attach a response to the concern/complaint. If the concern/complaint has not reoccurred in the next two (2) years from the time the documentation was written, the documentation about the concern/ complaint shall be removed from the Professional Staff Member's personnel file.
- 26.06.2 A Professional Staff Member may be accompanied by an ASSOCIATION representative at any conference in which the Professional Staff Member is to be issued written disciplinary documentation.

26.07 Requirement for Administrator to be in the Building

- 26.07.1 For the protection of both pupils and Professional Staff Members, there shall be an administrator present during the normal school day when the building is open. In the absence of an administrator, the Principal shall designate another Professional Staff Member to act as the Principal's representative, unless a Principal aide has been appointed pursuant to the provisions of Subsection 26.07.2.
- 26.07.2 Principal aides may be appointed in any elementary school that does not have an assistant principal.

26.08 Limitations on Observers

Whenever a complaint or court action is pending against a Professional Staff Member, no one other than the Professional Staff Member's supervisors or other individuals in the employ of the BOARD as designated by the Superintendent will be permitted to observe the Professional Staff Member's class without the approval of the Professional Staff Member.

26.09 Assault

All cases of physical threat or violence to Professional Staff Members shall be reported to the Principal immediately after occurrence. If, in the judgment of the Professional Staff Member and/or the Principal, the assault is sufficiently severe, the police shall be notified. The ADMINISTRATION will provide reasonable on-the-job protection, counsel, and reasonable assistance in such situations. A written report of all assaults on staff personnel will be made to the Superintendent's designee for further investigation. *(See also Article Thirty-Nine - Assault Leave).*

26.10 **Role of School Discipline Committee and Professional Staff Member Protection**

Professional Staff Members have the right to bring specific discipline concerns to the School Discipline Committee. Should discipline in a school be in jeopardy because of inadequate security arrangements or repeated lack of procedural enforcement it shall be the right of the school Faculty Council or School Discipline Committee to request assistance through the Central Administration and/or the ASSOCIATION.

26.11 **Joint Discipline Committee**

A committee shall be formed consisting of equal numbers appointed by the Superintendent and the D.E.A. President in order to continue the process of improving student discipline. Both the Superintendent or designee and the D.E.A. President or designee shall be members of the committee and attend committee meetings. However, the Superintendent and the D.E.A. President shall personally attend two meetings during the school year. Release time shall be provided for the committee meetings which shall meet at least four times during the school year. The committee's purpose shall include, but not be limited to, the following:

- Review of the Guide to Student Conduct (to be done annually).
- Review compilation of an annual report provided by Pupil Services and make recommendations to the Superintendent and Board of Education.

ARTICLE TWENTY-SEVEN PROFESSIONAL ACCOUNTABILITY

27.01 **Definition of Professional Accountability**

Professional Staff Members must acquire specialized knowledge, maintain certification and uphold professional standards of practice.

27.02 **Requirements of Professional Accountability**

- 27.02.1 The Professional Staff Member will maintain a record of professional development and/or equivalent activities.
- 27.02.2 Each Professional Staff Member shall maintain proper certification/licensure.
- 27.02.3 Each Professional Staff Member shall increase the use of good education practices, as learned in Staff Development requirements.

27.03 **Professional Accountability Requirements**

- 27.03.1 All Professional Staff Members shall be required to complete 20 hours of professional staff development annually in the district. The fulfillment of this requirement must be completed from May 15th of the current year to May 15th of the following year.

The Board will identify areas for the required professional staff development by May 1st of each year for the following year. The Board will plan the

professional staff development to Professional Staff Members on the following days:

Opening Convocation Day (1/2 day)

Staff Development Day (full day)

WOWA Day (full day)

End of semester Staff Development Day (1/2 day)

For 2006-07 only, two two-hour professional development sessions will be substituted for these days (one each semester). The dates of the sessions will be determined at building level.

A certificate of attendance will be documentation of a Professional Staff Member's participation in professional staff development.

- 27.03.2 Level I and Level 2 Professional Staff Members who need to renew and/or upgrade a certificate or are on a licensure track are required by the state to have additional training either in the form of course work or PDU's. These Professional Staff Members will follow the guidelines as established in Article 32 - Professional Development Committee.

Level 2 Professional Staff Members on a continuing contract may elect to participate in the Selected Professional Development Model or the Strategic Professional Development Model as defined in Article 45 - Formal Evaluation of Professional Staff Members and Documentation.

- 27.03.3 All Professional Staff Members are responsible for the following:

- maintaining weekly lesson plans/work schedule
- adhering to established curriculum, course of study and/or IEP
- maintaining contact with parents of all students
- following Guide to Student Conduct
- following Teachers' Code of Ethics of the Education Profession
- demonstrating use of four (4) types of teaching methods annually

27.04 **Failure to Meet Professional Accountability Requirements**

- 27.04.1 Failure to satisfy the above requirements may result in the Professional Staff Member being placed on a plan of improvement in the first year.

- 27.04.2 Failure to satisfy requirements set forth in the plan of improvement and/or the requirements of Section 27.03, in the second year may result in termination of the Professional Staff Member's Contract.

27.05 **Ad Hoc Committee on Accountability**

There will be a committee on professional accountability. The object is to research accountability programs. The committee can recommend a program, which then has to be ratified by both the Association and the Board. This committee must have met their objective by the ending date of this Contract. There shall be an equal number of Professional Staff Members and Administrators.

27.06 Designation of Low Performing Schools

After a school has been identified for school improvement under the applicable state or federal statutes, the BOARD shall provide the ASSOCIATION with an opportunity to review the school-level data, including academic assessment data on which the identification is based. If the ASSOCIATION believes that the identification is in error for statistical or other substantive reasons, the ASSOCIATION may provide supporting evidence to the BOARD, which shall reconsider that evidence.

27.06.01 School Improvement Plans

School Improvement Plan provisions, as defined by the State of Ohio, shall not alter, modify, violate or supersede this Agreement, except as mutually agreed in writing by the BOARD and the ASSOCIATION.

27.06.02 Employee Rights

Any participation in a SIP Committee shall be voluntary. The participation or lack of participation of a Professional Staff Member or group of Professional Staff Members in a SIP Committee shall not be noted or considered in the BOARD'S employment decisions.

27.06.03 Program Evaluation

After implementation of a SIP Committee, the Accountability Committee will periodically evaluate the work and operation of the committee,

27.06.04 School Improvement Plan Committees

School Improvement Plan Committee(s) which are established to deal with state, federal, or administrative policies/procedures shall be subject to the following provisions:

- a. The majority of each SIP Committee shall be Professional Staff Members selected by the Building Faculty Council.
- b. For building level SIP Committees the ASSOCIATION may choose one (1) contract specialist (as one of the representatives of the bargaining unit) who may or may not be a member of the building staff. Administration reserves the right to appoint member(s) to the Building Level SIP Committee.
- c. The SIP Committee will mutually agree to the other individuals to be members of the Committee (i.e., parents, students, and others in the school community).

27.06.05 Rubric for Schools Needing Improvement Plans

Year in School Improvement	Proposed Course of Action
1	All professional Staff Members are required to participate in mandated professional development that is customized based on the deficiencies in student learning identified from state and district assessment results and evaluations from the school review process. Professional Development will be in accordance with the procedures in Article 27.
2	Continue course of action outlined in Year 1
3	Continue course of action outlined in Year 2 Reassign staff based on professional competencies. Reassignment will be in accordance with the procedures in Article 25
4.	Continue course of action outlined in Year 3. Plan for redesign of school
5	Implement redesign plan. The effects of the redesign plan will be a subject of negotiations between the BOARD and DEA.

**ARTICLE TWENTY-EIGHT
SUMMER SCHOOL AND SUMMER SCHOOL PROGRAMS**

28.01 Contracts for Summer School

Professional Staff Members appointed to summer school, or other summer programs shall be given a supplemental contract for such extra duty assignments. All appointments will be made from the Professional Staff Member staff of the Dayton City School District. Exceptions will be made only if the number of qualified applicants fails to meet the number of required position vacancies or in the case of externally imposed requirements.

28.02 Seniority for Summer School and Summer Programs

- 28.02.1 Seniority as used in this section will mean the number of years of continuous service in the summer school program, commencing with the latest date of service in such program.
- 28.02.2 Seniority is accrued by teaching a full summer school session. If a Professional Staff Member is working in other summer programs, seniority is accrued in a proportionate amount to a full summer school session.
- 28.02.3 Summer school seniority is broken when a Professional Staff Member does not apply and does not work in the summer school program.
- 28.02.4 Summer school seniority is not broken nor accrued if a Professional Staff Member applies and because of a drop in students over the previous year is not selected to teach in the summer school program.
- 28.02.5 Professional Staff Members will not have broken seniority and will be credited with a year of seniority in summer school if such Professional Staff Members serve as reserve teachers in the summer school program and complete at least

20% of the total days while substitute teaching during a summer school session.

28.02.6 Summer school seniority is not broken nor accrued if the Professional Staff Member has a conflict as stated in Section 28.08.

28.03 **Openings for Summer School**

28.03.1 A list of openings for summer teaching positions shall be maintained at the Human Resources Department in a place accessible to Professional Staff Members.

28.03.2 A list of openings for other summer program positions shall be maintained in the office designated by the Superintendent and shall be accessible to Professional Staff Members. Professional Staff Members who desire to be considered for employment in such positions should apply for such openings in accordance with the instructions on the posting.

28.04 **Applications for Summer School**

28.04.1 Applications for summer school teaching positions shall be filed by April 15th in the Human Resources Department.

28.04.2 Summer school applicants will, if possible, receive notification by the May Board meeting that:

- They have been hired
- There is a possibility of appointment
- They are unlikely to be employed

28.04.3 In the case of last-minute changes of enrollment, later notification may be necessary. The number of individuals appointed to the summer school shall be determined by enrollment.

28.04.4 In determining which individual applicants will be recommended for appointment to other summer programs, the Superintendent will consider, among other factors, the following:

- The qualifications of the applicant
- Past service in the summer position sought

28.05 **Summer School Appointments**

28.05.1 The variables to be weighed in considering appointments to summer school teaching positions include:

- Certification
- Seniority within the summer school program
- Specific professional competencies

- Recent teaching experience in the appropriate subject matter
- Attendance patterns in regular and/or past summer school sessions
- The applicant's demonstrated summer school performance

Of these, seniority within the summer school program will be the most important consideration, except where other variable (s) require greater consideration. If the most senior applicant(s) do(es) not receive the appointment, (s)he will be given the reason(s) in writing.

28.06 Summer School Working Conditions

- 28.06.1 Class size limitations shall conform to those in the regular school day program.
- 28.06.2 Summer school Professional Staff Members shall have access to all audio-visual equipment in the school building and from the central audiovisual division.
- 28.06.3 Summer school Professional Staff Members shall receive full payment for the July 4th holiday as part of their salary. When July 4th occurs on a Saturday or a Sunday and the holiday is not observed on another day, the summer school Professional Staff Members shall receive an additional day of pay.

28.07 Reduction of Summer School Staff

- 28.07.1 When decreased enrollments make it necessary for a summer school staff reduction during the summer school term, such reductions shall:
 - A. be made on a program-by-program basis, with the reductions occurring in the programs affected by the decreased enrollment;
 - B. be made based on length of service in summer school and staff racial balance, which shall be the criteria determining which existing Staff Members remain in programs affected by the reductions;
 - C. not grant Professional Staff Members affected by a reduction the right to displace any other Professional Staff Member teaching in any other summer school program; and
 - D. permit Professional Staff Members who were employed during the prior summer school term, who are not re-employed due to a staff reduction, a priority for re-employment the following summer over new hires, based upon length of service in summer school and staff racial balance.
- 28.07.2 The term "program- by-program" as used in this article shall refer to broad areas of certification, i.e., Social Studies, Language Arts, etc.

28.08 Conflicts with Summer School Schedule

Professional Staff Members employed by the BOARD in positions with hours that clearly conflict with summer school employment, or who are involved in BOARD sponsored professional development activities or the pursuit of additional education certification or

an advanced degree, shall be ineligible for summer school employment. "Clearly-conflicting" shall mean a schedule conflict which would result in the employee's absence for two or more summer school days or the equivalent thereof and which cannot be accommodated by the Professional Staff Member flexing his/her hours in the non-summer school position. If a Professional Staff Member with summer school seniority is prevented from teaching summer school as a result of a conflict, the employee shall be considered on leave of absence from school and the employee's summer school seniority shall not be broken by leave.

28.09 Summer School Evaluation

Professional Staff Members may receive an annual evaluation at the conclusion of their summer school assignment. The evaluation instrument will be developed by the Accountability Committee to measure effective instruction during the summer school session. The evaluation instrument will be developed by January 31, 2005. The evaluator shall be an administrator with the proper certificate to evaluate according to O.R.C. Section 4117.

28.10 Sick Leave Accumulation

Sick leave for summer school shall be accumulated according to Section 33.10.

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**ARTICLE THIRTY
DEPARTMENTALIZATION/CLUSTERING**

30.01 Departmentalization

30.01.1 Typical faculty organizations may take the form of departments delineated along the lines of subject matter fields at the secondary level and grade levels in the elementary schools, so that Professional Staff Members are grouped in their respective areas of competency.

30.01.2 It is not the intent of this Article, however, to restrict the operational structure of schools to the department type of organization. Schools are encouraged to experiment with varied organizational patterns in search of more effective ways of achieving their objectives.

30.01.3 Where departments are authorized and organized by the Superintendent in writing, Department Chairpersons shall be appointed by the Principal, after consultation with the department members. The Chairperson shall be considered a member of the teaching faculty and shall have no authority of an administrative nature.

30.01.4 Provided that no additional staff will be required to be added to the teaching staff of the building (as determined by the Central ADMINISTRATION), a Building Principal has the discretion to adjust the teaching load of a

Departmental Chairperson to assist him/her in performing the functions of a Department Chairperson.

30.02 Clustering/Smaller Learning Community (SLC)

- 30.02.1 “Clustering/Small Learning Community (SLC)” is a form of faculty organization that can be used at any level. A cluster is defined as a school within a school comprised of 160 students and 5 classroom Professional Staff Members. “Clustering/Small Learning Community (SLC)” is intended to provide flexibility in the identification of student needs, integration of discipline, parent contact, team teaching/teaching strategies, and in the coordination of school, family, and community resources.
- 30.02.2 Where clusters are authorized and organized by the Superintendent in writing, Cluster/ Small Learning Community (SLC) Leaders shall be appointed by the Principal, after consultation with the cluster members. The Cluster/ Small Learning Community (SLC) Leader shall be considered a member of the teaching faculty and shall have no authority of an administrative nature.
- 30.02.3 Provided that no additional staff will be required to be added to the teaching staff of the building (as determined by the Central ADMINISTRATION), a Building Principal has the discretion to adjust the teaching load of a Cluster/ Small Learning Community (SLC) Leader to assist him/her in performing the functions of a Cluster/ Small Learning Community (SLC) Leader.

ARTICLE THIRTY-ONE MASTER TEACHER COMMITTEE

A Master Teacher Committee of five persons, with three being teachers, will be appointed. The BOARD will appoint two members, and the ASSOCIATION will appoint three teachers. The Master Teacher Committee shall jointly establish its Plan of Operation. The operational procedures of the committee include, but are not limited to, time, location, and number of committee meetings.

The ASSOCIATION will determine the process for removing a teacher member from office. If a vacancy occurs, the vacancy shall be filled by an ASSOCIATION member appointed by the ASSOCIATION.

Involvement in the activities of the Master Teacher Committee process shall have no adverse impact on a professional staff member’s employee evaluation.

The BOARD will provide on-going training for the Master Teacher Process.

Teacher members of the Master Teacher Committee shall be compensated in accordance with Article 50.10.3U.

ARTICLE THIRTY-TWO PROFESSIONAL DEVELOPMENT COMMITTEE

32.01 Professional Development Committee

In accordance with O.R.C. 3319.22 the parties agree to establish a committee called the Local Professional Development Committee.

- A. This committee shall consist of at least five (5) members appointed by the ASSOCIATION President and at least four (4) members appointed by the Superintendent. One of the Superintendents appointees will be a principal employed by the district. Teachers will always make up a majority of LPDC.
- B. These appointments shall be made annually on or before May 1st. The term of office for members serving on the committee shall be three (3) years commencing July 1st. One third of the committee shall be appointed each year. When an appointee removes herself/himself from the committee during the year, a replacement appointment will be made by the ASSOCIATION President or the Superintendent.
- C. The appointments shall be made by each party outlined above by notifying the other of those appointed.

32.02 Approval of Plans

This committee will be responsible for approving and reviewing personal development plans for course work, continuing education units and/or other equivalent activities.

32.02.1 This committee will be responsible for keeping records of all applications for licensure and the disposition thereof.

32.03 Meetings of LPDC

This committee will meet as determined by committee. The committee may be convened by the request of two (2) sitting members to deal with emergency situations.

32.04 Consensus Decision Making

To the extent practical, decisions of this committee will be made by consensus. When consensus is not possible the decision will be made by a majority vote of the committee members present and voting.

32.05 LPDC Committee Training

If during the course of carrying out committee responsibilities, there is a requirement to have inservice or training, they may do so at no cost to the committee or loss of regular pay. All necessary, actual and reasonable costs of training will be reimbursed by the Board of Education in accordance with the negotiated agreement. Compensation for committee members will be as negotiated in the Supplemental Salary section of the CONTRACT.

32.06 Appeal of LPDC Decision

If a professional Staff Member is in dispute of a decision made by this committee, they may appeal within three days to the districtwide appeal BOARD, pursuant to the LPDC

Procedural Packet, who will render a decision in accordance with their own rules and regulations.

32.07 Agree to Negotiate LPDC

The parties (D.E.A. and the BOARD) agree to meet annually and negotiate any necessary changes to comply with the law and the needs of the committee.

32.08 Renewal of Certificate/License

Beginning in the 2009-2010 school year, teachers who have a certificate/license expiring on June 30 of any year will have a deadline of May 30 of the same calendar year to be completely and unconditionally approved by the LPDC for renewal. Failure to obtain certificate/license renewal by this date may result in the position held by the teacher being filled by an appropriately certified/licensed teacher.

**ARTICLE THIRTY-THREE
SICK LEAVE**

33.01 Usage of Sick Leave

A Professional Staff Member eligible for sick leave shall be granted such leave when absent from work and entitled to such sick leave in accordance with the provision of 3319.141 of the Ohio Revised Code, as follows: "for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family".

33.01.1 Immediate Family - The "immediate family" includes the father, mother, current spouse, child, brother, sister, the employee's grandparents and grandchildren, and any other dependent of the Professional Staff Member who is a permanent resident of the household of the Professional Staff Member, and in-laws bearing any of these relationships.

33.01.1 Other Relatives - "Other relatives" includes uncle, aunt, cousin, niece, nephew, and in-laws bearing any of these relationships.

33.01.2 Regular Earnings - The per diem compensation received by a Professional Staff Member while working on the regular day school assignment.

33.02 Application for Sick Leave

33.02.1 A Professional Staff Members are to notify his/her building Principal of his/her absence no later than one-and one-half hours (1 1/2 hours before the scheduled time to report. Failure to provide such advanced notice may be cause for denial of sick leave payment.

A Professional Staff Member is also required to advise his/her building Principal of the anticipated date of return to work.

A Professional Staff Member returning to work earlier than expected is required to call the building Principal at least one-half hour before the end of the school day.

- 33.02.2 The BOARD shall require each Professional Staff Member to furnish a written, signed statement on forms provided by the BOARD for use of sick leave upon return from sick leave. If medical attention is required, the employee's statement shall list the name of the attending physician and the date (s)he was consulted.

The Principal, or another member of the Administration, may require a signed physician's statement confirming the need for sick leave after five (5) consecutive days of absence or where the Professional Staff Member has established a pattern of absenteeism.

Abuse of sick leave when substantiated by the Principal or another member of the Administration; may result in the Professional Staff Member being subject to disciplinary action in accordance with the provisions in Article Forty-Eight of the contract.

33.03 Accumulation of Sick Leave

A Professional Staff Member shall accumulate sick leave each month at the rate of 1.25 times the number of regularly scheduled hours per day in accordance with the provisions of 3319.141 of the Revised Code of Ohio (15 days sick leave with pay per year).

33.04 Accrual of Sick Leave

33.04.1 The maximum number of hours to be accumulated are 250 times the number of regularly scheduled hours per day. For administering regulations relative to sick leave accumulation, sick leave shall be credited fractionally on a monthly basis.

33.04.2 Pursuant to 3319.141 of the Ohio Revised Code, any Professional Staff Member being employed by the BOARD, who, preceding this employment, has been in the employ of another BOARD of education or state, county, or municipal government in Ohio will receive full time credit for the sick leave accumulated in this previous employment as shown in the records of the last employing organization to the maximum accumulation set forth in Subsection 33.04.1.

33.05 Insurance on Leave

All insurances will continue as stated in Article Forty-Nine as long as a Professional Staff Member is on paid sick leave.

33.06 Advancement of Sick Leave

Pursuant to 3319.141 of the Ohio Revised Code, each beginning Professional Staff Member and each Professional Staff Member having used all available sick leave will be given an accumulation of sick leave once each school year, as prescribed and as limited by 3319.08 of the Ohio Revised Code.

33.07 Seniority on Sick Leave

All seniority continues to accrue while on paid sick leave.

33.08 Assignment on Return from Extended Sick Leave

The Professional Staff Member will be in the same assignment as before use of sick leave. The ADMINISTRATION may temporarily reassign the Professional Staff Member for the remainder of a semester.

33.09 Summer School Sick Leave

Summer school Professional Staff Members shall accumulate sick leave at the rate of one (1) hour sick leave for each ten (10) hours of completed service.

33.09.1 Professional Staff Members shall separately accumulate sick leave for summer school. Absences during summer school shall be charged only against sick leave accumulated during summer school. The maximum number of hours to be accumulated are; six (6) times the number of regularly scheduled hours per day

33.09.2 Each Professional Staff Member who teaches in summer school for the first time, will be given an advancement of four and one-half (4-1/2) hours of sick leave at the beginning of the summer school program, to be charged against the sick leave (s)he subsequently accumulates under this section. If at the end of each summer school program, the Professional Staff Member has not paid back the advancement of sick leave, the unpaid amount will be deducted from the Professional Staff Members, final summer school paycheck.

33.09.3 Sick leave accumulated under this section shall not be subject to the severance pay provisions of Article Fifty-Three.

33.10 Sick Leave While on Worker's Compensation

In the event of a service-connected occupational illness or injury, as determined by the Industrial Commission, Professional Staff Members will not be required to exhaust sick leave before receiving compensation from the Industrial Commission. Professional Staff Members may utilize sick leave to receive the difference in pay between Worker's Compensation benefits received and regular compensation. If a Professional Staff Member elects to do so, there will be a charge against the sick leave credits of the affected Professional Staff Member only to the extent necessary on a pro-rata basis. Professional Staff Members who desire to do so must present evidence of the amount received from the Bureau of Worker's Compensation to the Treasurer of the BOARD, and, thereafter, the Treasurer of the BOARD will issue a check for the difference and make the appropriate charge against the sick leave credits of the affected Professional Staff Member.

Any Professional Staff Member absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the appropriate rate of pay, upon approval of the application to return to work. Such application shall include medical certification of ability to assume

all full-time responsibilities of the job description. Such application must be made within one (1) school year following the date of the last receipt of compensation benefits from the State of Ohio to permit return in accordance with this Section.

- 33.11 A committee will be formed, no later than thirty (30) days after this agreement has been signed, to establish an attendance incentive plan. The plan will reward employees for outstanding attendance in a way that is beneficial to both the Association and Board. The plan will be implemented for the 2007-08 school year, upon agreement by both parties.

ARTICLE THIRTY-FOUR SICK LEAVE BANK

34.01 Establishment of Sick Leave Bank

Sick Leave Bank, hereinafter referred to as "Bank", shall be established for Dayton Education Association. Participation in the Bank shall be voluntary. The Bank shall remain in existence, provided that eighty percent (80%) of the bargaining unit members volunteer to participate, and shall be governed by the procedures in this Article. The participation drive shall attain 80% of the Professional Staff Members by October 1st.

34.02 Participation in the Sick Leave Bank

Any new employee with one (1) or more days of accrued unused sick leave may elect to participate in the Bank and must do so by September 15 of each year. This includes new employees who are advanced five (5) days.

34.03 Donation to Sick Leave Bank

A participating employee in the Bank shall contribute one (1) day of sick leave to the Bank. Participating employees, except those whose accumulated sick leave has been depleted, shall contribute an additional day each time the Bank contains days numbering fewer than two hundred (200). Sick leave days shall not be returned to the employee except as provided hereinafter for the employee's personal illness, accident or injury.

34.04 Withdrawal from Sick Leave Bank

A Sick Leave Bank Committee (formerly known as Catastrophic Leave Committee) shall have three (3) members appointed by the ASSOCIATION, and three (3) members appointed by the ADMINISTRATION, and shall be operated by guidelines established by that committee to approve or disapprove all requests for withdrawal from the Bank within the following limitations:

34.04.1 A withdrawal may be approved only upon the depletion of the respective employee's accumulated sick leave.

34.04.2 The maximum withdrawal for any employee shall be forty-five (45) days. Additional days may be granted by approval of the Sick Leave Bank Committee.

34.04.3 An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.

34.04.4 Withdrawals shall be in full day units.

34.04.5 All applications for withdrawal shall be in writing, shall be verified by the Committee, shall contain a physician's referral, and may be submitted on behalf of an employee by another person when necessary.

34.05 Replacement of Withdrawal

There shall be no requirement for an employee to replace sick leave days withdrawn from the Bank, except as equally required of all other participating employees.

34.06 Eligibility for Sick Leave Bank

A Professional Staff Member who chooses not to participate in the Bank shall not be eligible to withdraw any sick leave already contributed by other Professional Staff Members to the Bank.

34.07 Unused Sick Days

Unused days shall be returned to the sick leave bank.

**ARTICLE THIRTY-FIVE
PERSONAL LEAVE**

35.01 Unrestricted Personal Leave Benefits

A Professional Staff Member shall be granted one (1) personal day in each school year. Professional Staff Members hired during the third academic quarter or later of the school year shall be given one half day of personal leave for their first year of employment.

35.01.1 Personal leave shall not accumulate. In the event personal leave is not used before the last ten (10) student days of a school year, it shall be paid with the final pay as additional compensation.

35.01.2 All requests for personal leave must be submitted to the ADMINISTRATION, when possible, at least two (2) days in advance of the school day on which the Professional Staff Member desires to be off on personal leave.

35.01.3 Usage of Personal Leave

A. Participation in activities called by or sponsored by the ASSOCIATION shall not be considered valid grounds for use of a personal leave day, unless prior approval in writing is secured from the Superintendent.

B. Personal leave shall not be charged for a leave of absence unless the Professional Staff Member has requested use of such day as personal leave.

- C. Personal leave may be taken only in a minimum increment of either one-half (1/2) or one (1) full day.
- D. Personal leave may not be used during the first or last week of school in any semester or on the day before or after any holiday or vacation.

35.02 Restricted Personal Leave Benefits

Four (4) days of restricted personal leave will be given for the following reasons:

- 35.02.1 Restricted personal leave from normal teaching duties of up to a total of four (4) days per school year without loss of regular earnings, will be granted by the ADMINISTRATION upon submission of satisfactory evidence acceptable to the ADMINISTRATION of an actual emergency situation.
- 35.02.2 Such leave will require a certificate of explanation, signed by the Professional Staff Member, giving reason or justification. If the justification given is a reason for which sick leave could be used, sick leave must be used rather than restricted personal leave. Examples of justifiable restricted personal leave may be the following:
 - A. Emergencies
 - B. Obligations
 - C. Disaster affecting Professional Staff Member's immediate family or family property. For purposes of this provision, a "disaster" shall be defined as a "sudden, unexpected and unanticipated calamitous event which produces material damage, loss and distress." Examples of a disaster include, but are not limited to: a flood causing damage to the residence of the Professional Staff Member, a fire in the residence of the Professional Staff Member, or a tornado causing damage to the residence of the Professional Staff Member.
 - D. Road conditions making it impossible to report to work. Every effort should be expended to report to work even though the hour may be late.
 - E. Observance of religious holidays when total abstinence from work is required pursuant to the rule of the religion of the Professional Staff Member, not to exceed three (3) days per school year.
 - F. No more than one (1) day for attendance at graduation exercises beyond high school involving the Professional Staff Member or a member of the immediate family of the Professional Staff Member. This day must be either the day of the graduation ceremony, or, if the graduation ceremony takes place on a Saturday or Sunday, the last day of the calendar week before or the first day of the calendar week after the graduation ceremony.
 - G. No more than one (1) day for attending a wedding involving a member of the Professional Staff Member's immediate family (as defined in Subsection 33.01.1). This day must be either the day of the wedding ceremony, or, if the wedding ceremony takes place on a Saturday or Sunday, the last day of the calendar week before or the first day of the calendar week after the wedding ceremony.

35.03 **Attendance in Court**

A Professional Staff Member who is summoned for jury duty during normal teaching hours or who is not party to a court case or administrative hearing who is subpoenaed to appear in a court or administrative hearing during normal teaching hours will be granted a leave of absence from normal teaching duties to permit compliance, provided the Professional Staff Member meets the following:

- 35.03.1 Notifies the Building Principal of the building to which the Professional Staff Member is assigned within two (2) days after receipt of the jury summons or subpoena.
- 35.03.2 Submits a statement signed by the Professional Staff Member to the Treasurer stating:
 - A. the date and time in attendance at the proceeding
 - B. the actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.

35.04 The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena or summons, must be remitted by the Professional Staff Member to the office of the Treasurer before the end of the pay period in which the absence occurred. Adherence to this will result in no loss of salary. If this regulation is not followed, the absence will be deemed non-paid leave of absence.

35.04 **Effect on Salary**

In cases in which the Professional Staff Member is a party in an action arising out of such Professional Staff Member's employment with the BOARD, the Superintendent shall authorize absence with no loss of salary in accordance with the provisions of this section.

35.05 **Reserve Duty**

A Professional Staff Member who is a member of any reserve component of the armed forces of the United States is entitled to a leave from his/her duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one days in any one calendar year.

ARTICLE THIRTY-SIX FUNERAL LEAVE

36.01 **Entitlement to Leave**

- 36.01.1 A Professional Staff Member shall be granted up to three (3) days of absence without loss of regular pay, not chargeable against sick leave, in the event of a death in the immediate family, as defined in Subsection 33.01.1.
- 36.01.2 A Professional Staff Member will be granted one (1) day of absence without loss of regular pay, not chargeable against sick leave, to attend the funeral of other relatives, as defined in Subsection 33.01.2.

36.02 Application for Funeral Leave

The Professional Staff Member should notify his/her building Principal of his/her intent to use funeral leave and the number of days. Upon return from leave, the Professional Staff Member shall submit the application for leave.

36.03 Additional Funeral Leave

If the death of a member of the immediate family or other relative of a Professional Staff Member occurs at a distance greater than 150 A.A.A. miles from Dayton (one way), the Professional Staff Member may be allowed an additional absence of one (1) school day or if the distance is greater than 300 A.A.A. miles from Dayton (one way) the Professional Staff Member may be allowed an additional absence of two (2) school days without loss of pay, not chargeable against sick leave for travel time.

ARTICLE THIRTY-SEVEN PROFESSIONAL LEAVE BENEFITS

37.01 Professional Leave Benefits

A professional Staff Member may be authorized to attend a professional conference (which shall not include ASSOCIATION or affiliated organizations sponsored activities of a non- instructional nature), as approved by the Superintendent or his/her designee, with no loss of pay.

37.01.1 A professional Staff Member may be authorized to be absent from assigned teaching duties for up to two (2) days in any one school year, without loss of pay, for the purpose of visitation of other school buildings in the Dayton School System, subject to the prior approval of the professional Staff Member's Building Principal and the Building Principal in the building to be observed, if the absence from assigned teaching does not require use of a reserve teacher or require the payment of a stipend.

37.01.2 A professional Staff Member may be authorized to be absent from assigned teaching duties for up to two (2) days in any one school year, without loss of pay, for the purpose of visitation of other school buildings outside the Dayton School System, subject to the prior approval of the Superintendent, the Superintendent of Schools of the school district in which the visitation is to take place, and the Building Principal in the building to be observed.

37.02 Application for Professional Leave Benefits

The professional Staff Member shall submit his/her application for professional leave for a conference at least twenty (20) calendar days in advance of the event.

37.03 Accrual of Professional Leave Benefits

Professional leave shall not accrue.

37.04 Professional Leave Benefits

Leave under this Section shall not be counted against perfect attendance.

ARTICLE THIRTY-EIGHT PAID SABBATICAL LEAVE

38.01 Entitlement to Sabbatical Leave

Any Professional Staff Member who has completed five (5) consecutive years as a member of the professional staff of the Dayton City School District may be granted a leave of absence with pay for professional improvement for one (1) full semester or two (2) full semesters, but not longer than one (1) school year; provided however such pay will be a partial annual salary and will not be in excess of the difference between the reserve's pay and the Professional Staff Member's salary in accordance with 3319.131 of the Ohio Revised Code.

38.02 Application for Sabbatical Leave

Application for sabbatical leave for professional study, research, or professional improvement must be made in writing at least sixty (60) days prior to the beginning of such requested leave. The application will go to Sabbatical Committee. The applicant will be notified by the ADMINISTRATION of the disposition within thirty (30) days of receipt of the request. The application for such leave of absence must be accompanied by an outline of the program of study or research to be pursued or the proposals for professional improvement.

38.02.1 The applicant will submit plans for the use of the sabbatical leave and will meet all other requirements as established by the Superintendent or his designee.

38.02.2 The decision of the Superintendent or his designee regarding the granting of sabbatical leaves shall be final.

38.02.3 It is intended that study and other proposals for professional improvement will include a full-time graduate load and will lead to the completion of a degree in the member's field or area of professional service, if such degree, either undergraduate or graduate, is not already held. For purposes of this leave, full-time graduate load will be considered a minimum of 12 quarter hours per quarter or 8 semester hours per semester.

38.02.4 Application for leave for travel must outline in detail the scope and nature of the travel, make provision for an itinerary covering a minimum of four (4) months or eight (8) months, show clearly how such travel will contribute directly to improve classroom instruction or to improve professional services by the Professional Staff Member, and give reasons why such travel may not be accomplished when schools are not in session or when the Professional Staff Member is not on duty.

38.02.5 All Professional Staff Members will, as a condition of approval for leave of absence for professional growth, sign a written notarized contract to return to service in the Dayton City School District for a period of at least two (2) years

immediately following satisfactory completion of the program for professional improvement within the specified period, or to refund to the BOARD all of the pay received from the BOARD, during the period of leave.

38.03 Accumulation of Sabbatical Leave

Sabbatical leave for professional improvement will not be granted to any Professional Staff Member more often than once for every five (5) consecutive years of service, nor will leave be granted a second time to the same individual when other members of the staff in sufficient numbers to fill the quota for the period have filed a request for and are awaiting such leave.

38.04 Insurances While on Sabbatical

A Professional Staff Member on a sabbatical leave may continue all insurance programs outlined in Article Forty-Nine at their own expense.

38.05 Seniority While on Sabbatical

A Professional Staff Member will continue to accrue seniority while on a sabbatical leave.

38.06 Assignment upon Return from Sabbatical Leave

A Professional Staff Member will be assigned to a comparable position to the one held before leave, for which (s)he is certified/licensed.

The refund requirement will not apply in case of death of the Professional Staff Member while on leave; in cases of illness or injury, the obligation will be deferred until the Professional Staff Member can resume employment. Refund of pay received on leave shall also be required if the Professional Staff Member fails to complete satisfactorily the program of professional improvement. Obligations arising under this CONTRACT will be deferred if the Professional Staff Member is granted a leave of absence under other provisions of these rules and regulations immediately following a leave of absence for professional improvement, or if other types of leaves are granted prior to the completion of the required year of service, such deferment not to extend beyond the other types of leave plus one (1) year.

38.07 Employment While on Sabbatical Leave

A Professional Staff Member will not be granted sabbatical leave from the Dayton City School District if he or she will be otherwise employed during the time of such leave, unless such employment is approved as part of the sabbatical leave request.

38.08 Placement on Salary Schedule

A Professional Staff Member will be given credit on the salary schedule for a sabbatical leave of absence.

**ARTICLE THIRTY-NINE
ASSAULT LEAVE**

39.01 Entitlement to Assault Leave

Any Professional Staff Member absent from regular duties because of a physical disability resulting from an assault on the Professional Staff Member which occurs in the course of BOARD employment shall be entitled to a paid assault leave provided the Professional Staff Member satisfies the condition set forth in Section 39.02.

39.02 Application for Assault Leave

- 39.02.1 The Professional Staff Member must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to, the location and time of the assault, the identify of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
- 39.02.2 The Professional Staff Member must submit to the Superintendent verification from an attending physician that the Professional Staff Member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
- 39.02.3 The Professional Staff Member must cooperate fully with the Superintendent and other public authority (authorities) in the prosecution of the assailant(s). In the event the Professional Staff Member requires representation by an attorney in the criminal prosecution of the assailant(s), the BOARD will provide the Professional Staff Member with an attorney selected by and paid by the BOARD to represent such Professional Staff Member in such matter. If other legal representation is required the Professional Staff Member, such may be provided by the BOARD as approved in advance by the Superintendent of Schools.
- 39.02.4 The Professional Staff Member shall be required to file for Workers' Compensation.
- 39.02.5 It is the intent of this article to provide for assault leave for Professional Staff Members who do not physically initiate the assault on their person. In case of a dispute as to whether or not a Professional Staff Member has physically initiated an assault, and it is determined through either administrative hearing or court action that the Professional Staff Member did initiate the assault, the Professional Staff Member shall be required to either; (a) refund the compensation received as assault leave, or (b) charge the assault leave taken against the sick leave earned by the Professional Staff Member.

39.03 Accumulation of Assault Leave

The maximum number of days for which assault leave shall be payable to any Professional Staff Member shall be forty-five (45) days, less any COP paid to employees.

39.04 Insurances

All insurances will remain in effect while the Professional Staff Member is on assault leave.

39.05 Seniority

A Professional Staff Member shall continue to accrue seniority while on assault leave.

39.06 Assignment Upon Return from Assault Leave

A Professional Staff Member shall be placed in his/her same assignment upon return from assault leave.

39.07 Worker's Compensation while on Assault Leave

The Professional Staff Member is entitled to all benefits under Article 64 – Continuation of Pay/Transitional Duty. The twelve (12) weeks of Continuation of Pay shall be congruent with the forty-five (45) days of assault leave.

39.08 Assault Leave Chargeability

Assault leave shall not be chargeable against sick leave unless the contingencies specified in 39.02.5 are present.

**ARTICLE FORTY
UNPAID MEDICAL LEAVE**

40.01 Entitlement to Unpaid Medical Leave

A Professional Staff Member shall be entitled to an unpaid medical leave due to personal illness, disability (including maternity/paternity), adoption leave or for serious illness in the immediate family. Nothing in this article shall limit a Professional Staff Member's rights under the federal Family Medical Leave Act.

40.02 Application

An application for medical leave without pay due to personal illness, disability (including maternity/paternity), adoption leave or for serious illness in the immediate family must be filed with the Superintendent's designee, accompanied by a statement from the attending physician or authorized practitioner stating the nature of the disability which prevents the Professional Staff Member from performing work and recommending that a leave of absence be granted. A Professional Staff Member shall have the option of utilizing sick leave days until such days are exhausted, or being placed on unpaid medical leave. Any request for extension of leave for personal illness will be accompanied by a physician's statement.

40.03 Accumulation of Leave

This unpaid medical leave will be approved on a school year basis and may be renewed, but in no event will extend for more than two (2) school years.

40.04 Insurances

40.04.1 The medical insurance program shall remain in effect for all Professional Staff Members entitled to coverage during any period when such Professional Staff Member is on unpaid medical leave up to ninety (90) days.

40.04.2 A Professional Staff Member on an unpaid medical leave may continue all insurance programs outlined in Article Forty-Nine at his/her own expense, after the expiration of insurance as stated in Section 49.06.

40.05 Seniority While on Unpaid Medical Leave

A Professional Staff Member will not have been considered to have broken seniority, but for any leave which is longer than eighty (80) consecutive work days in any one school year, he/she will not accrue seniority.

40.06 Assignment upon Return from Unpaid Medical Leave

40.06.1 A Professional Staff Member will be assigned to the same position if the leave was for less than a semester. A Professional Staff Member will be assigned to a similar position for which (s)he are certified/licensed if the leave exceeds a semester.

40.06.2 Return from unpaid medical leave prior to the stipulated expiration date shall be required when:

A. The need for leave no longer exists or

B. The ADMINISTRATION has a need to fill a vacancy, and the need for leave no longer exists.

40.06.3 When granted an unpaid medical leave based on a physician's statement, a medical release authorized by a physician shall be considered one of the conditions for returning to active duty.

40.07 Employment While on an Unpaid Medical Leave

A Professional Staff Member shall not be otherwise employed during unpaid medical leave unless such employment is approved as part of the leave request. Employment shall be grounds for termination of the leave and of employment.

40.08 Placement on Salary Schedule

A Professional Staff Member will not be given credit on the salary schedule for unpaid medical leave.

40.09 FMLA Entitlement

The employer will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). In complying with the FMLA, the employer will adhere to the requirements of the Collective Bargaining Agreement, applicable federal and state laws and regulations.

ARTICLE FORTY-ONE UNPAID CHILD CARE LEAVE

41.01 Entitlement to Unpaid Child Care Leave

A leave without pay for the purposes of caring for a child of the Professional Staff Member will be granted after one (1) complete year of service in the Dayton Public School system or after a contract has been granted for a second year of service.

41.02 Application for Unpaid Child Care Leave

A request for an unpaid childcare leave must be made in writing to the Human Resources Department.

41.03 Accumulation of Unpaid Child Care Leave

Unpaid childcare leave may be granted for a maximum of four (4) consecutive semesters, including that portion of the semester in which the leave begins.

41.04 Insurances

A Professional Staff Member on unpaid childcare leave may continue all insurance programs outlined in Article Forty-Nine at his/her own expense.

41.05 Seniority

Any Professional Staff Member on unpaid childcare leave will not accrue seniority but will not be considered to have broken seniority by taking a leave for childcare.

41.06 Assignment upon Return from Child Care Leave

A Professional Staff Member will be assigned to the same position if the leave was for less than ninety (90) consecutive work days. A Professional Staff Member will be assigned to a similar position for which (s)he is certified/licensed, if the leave is for ninety-one (91) work days or longer.

41.07 Employment While on Unpaid Child Care Leave

A Professional Staff Member shall not be otherwise employed during an unpaid childcare leave unless such employment is approved as part of the leave request. Employment shall be grounds for termination of leave and employment.

41.08 Placement on Salary Schedule

A Professional Staff Member will not be given credit on the salary schedule for unpaid child care leave.

**ARTICLE FORTY-TWO
UNPAID MILITARY LEAVE**

42.01 Entitlement to Unpaid Military Leave

In accordance with the provision of 3319.14, Revised Code of Ohio, military leave will be granted to any regular contract Professional Staff Member who is drafted or recalled to active duty with any branch of the Armed Services of the United States.

42.02 Application

A Professional Staff Member who is drafted or recalled to active duty must submit a copy of the orders to the Human Resources Department.

42.03 Insurances

A Professional Staff Member on an unpaid military leave shall have all insurances as provided in Article Forty-Nine.

42.04 Seniority

A Professional Staff Member on an unpaid military leave shall not accrue seniority but will not be considered to have broken seniority.

42.05 Assignment Upon Return from Military Leave

A Professional Staff Member returning from military service will be returned to a position comparable to that held before leave.

42.06 Termination of Military Leave

Voluntary re-enlistment immediately terminates military leave granted by the BOARD.

42.07 Placement on the Salary Schedule

A Professional Staff Member on an unpaid military leave will be given full credit on the salary schedule for such service if activated.

**ARTICLE FORTY-THREE
LEAVE FOR SERVICE IN SPECIAL GOVERNMENTAL ASSIGNMENTS**

43.01 Entitlement to Leave for Special Governmental Assignments

43.01.1 An unpaid leave for service in special governmental assignments will be granted after two (2) complete years of service in the Dayton City Schools or after a contract has been granted for a third year of service.

43.01.2 Such leave will be granted for such purposes as service in the Peace Corps or Action Corps, exchange teaching abroad under federal auspices, overseas teaching of dependents of military personnel, or other such assignments deemed of special value to the government or to the school system and will be granted at the discretion of the Superintendent.

43.01.3 In cases in which military or governmental service requires special absence from the school district of considerable duration, a leave for more than two (2) years will be granted at the discretion of the Superintendent.

43.01.4 A leave for professional study will be granted after completion of two (2) complete years of service in the Dayton City Schools or after a contract has been granted for a third year of service.

43.02 Application

A Professional Staff Member shall submit a request in writing for the leave and shall attach documentation of the special government assignment.

43.03 Insurances

A Professional Staff Member on a leave for special assignment may continue all insurance programs outlined in Article Forty-Nine, at his/her own expense.

43.04 Seniority

A Professional Staff Member on an unpaid leave for special government assignment will not accrue seniority but will not be considered to have broken seniority.

43.05 Assignment Upon Return from Leave for Special Government Assignment

A Professional Staff Member returning from a leave for special government assignment shall be assigned to a comparable position held before the leave for which (s)he is certified/licensed.

43.06 Employment While on Special Government Assignment Leave

The Professional Staff Member is expected to be employed on this leave.

43.07 Placement on the Salary Schedule

Up to two (2) years service credit on the salary schedule will be granted to the employee on leave for service in special governmental assignment, as determined by the Superintendent.

**ARTICLE FORTY-FOUR
LEAVE FOR NATIONAL AND STATE OFFICERS OF ASSOCIATION,
POLITICAL LEAVE FOR PROFESSIONAL IMPROVEMENT THROUGH
TRAVEL, PROFESSIONAL STUDY OR COMMUNITY SCHOOL**

44.01 Entitlement to Leave for National and State Officers of ASSOCIATION, Travel, or Professional Study

44.01.1 A leave for professional improvement through travel will be granted to a Professional Staff Member holding a continuing contract, or who has met the requirements for continuing contract status.

44.01.2 A leave without pay in order to run for, or serve in, public office will be granted for the term of the office.

- 44.01.3 Upon request of the ASSOCIATION, a Professional Staff Member elected to a state or national office of an affiliated professional organization will be granted a leave for the term of the office.
- 44.01.4 A leave for professional study will be granted after completion of two (2) complete years of service in the Dayton City Schools or after a contract has been granted for a third year of service.
- 44.01.5 The leave will be granted only for full-time graduate study and earned credits will be filed upon return to the Dayton System. For purposes of this leave, full-time study will be considered a minimum of 12 quarter hours per quarter or 8 semester hours per semester.

44.02 **Application**

Any leave listed in this article must be applied for in writing to the Human Resources Department with proof of office. The written request for such travel leave must include an itinerary and an outline relating it to professional growth.

44.03 **Accumulation**

- 44.03.1 A political leave shall be granted for the term of the office.
- 44.03.2 Professional improvement through travel leave will be for one (1) school year, but no longer than a school year.
- 44.03.3 Leave for professional study will be granted only in units of full semesters or full years. Such leave is not to exceed two (2) years.

44.04 **Insurance**

A Professional Staff Member on leave in this article may continue all insurance programs outlined in Article Forty-Nine, at his/her own expense.

44.05 **Seniority**

A Professional Staff Member on a leave in this article will not accrue seniority, but will not be considered to have broken seniority.

44.06 **Assignment upon Return from Leave**

A Professional Staff Member returning from a leave shall be assigned to a comparable position held before the leave for which they are certified/licensed.

44.07 **Employment While on Leave**

A Professional Staff Member on any leave under this section will be employed for political or ASSOCIATION leave in this article. For any other leave they may have employment if it is included in the original request for leave and approved.

44.08 **Placement on Salary Schedule**

A Professional Staff Member will not be given credit on the salary schedule for a leave granted under this Article.

44.09 **Unpaid Leave for Service in a Community School**

- 44.09.1 In accordance with 3314.10 of the Revised Code of Ohio, leave for service in a community school sponsored by the Dayton City School District shall be granted to any professional staff member who is employed by a community school sponsored by the Dayton City School District located within the boundaries of Dayton City School District.
- 44.09.2 A professional staff member who applies and is employed in a community school must submit a request for the leave in writing, to the Human Resources Department. The request must be accompanied by a letter verifying employment, from the community school.
- 44.09.3 In accordance with 3314 of the Revised Code of Ohio, insurance provided to all bargaining unit members will be provided to those who are granted this leave.
- 44.09.4 A professional staff member on this leave shall not accrue seniority but will not be considered to have broken seniority.
- 44.09.5 A professional staff member returning from this leave will be returned to a position for which they are certified/licensed.
- 44.09.6 When the professional staff member terminates leave with the community school, the professional staff member will have to return to Dayton City School. Failure to return to Dayton City School District will result in this leave being terminated.
- 44.09.7 A professional staff member will be given credit on salary schedule for all years taught in a community school.

ARTICLE FORTY-FIVE FORMAL EVALUATION OF PROFESSIONAL STAFF MEMBERS AND DOCUMENTATION

45.01 **Evaluation Process**

45.01.1 **Framework Goal**

The Professional Staff Member evaluation model developed by the accountability committee of the Dayton Public School District and the Dayton Education Association is a differentiated model that provides Professional Staff Members at all career stages with developmentally appropriate support. The staff evaluation model is patterned after the Pathwise Classroom Observation System, which is built on a framework of essential teaching skills as defined by professional educators. The Pathwise framework provides the instructional staff a common language to understand the skills necessary for the achievement of the district's highest goal: to improve student achievement.

45.01.2 **System Overview**

The Pathwise system is grounded in nineteen (19) essential teaching criteria and is based on an active constructivist view of teaching and learning in which a student's life experiences and prior knowledge are regarded as important instructional resources. This idea suggests that a Professional Staff Member is not the sole source of knowledge; that students also participate in the generation and sharing of understanding. The Professional Staff Member and students together become a learning community in which everyone's contributions are valued.

The Professional Staff Member evaluation model is designed to give all Professional Staff Members, regardless of their styles of teaching, an opportunity to demonstrate their abilities naturally, in a variety of ways. The evaluation model is differentiated in the following ways:

- Entry Year
- Selected Professional Development
- Strategic Professional Development

45.02 **Evaluator**

All evaluations will be done by an administrator, according to O.R.C. 4117.

45.03 **Level I**

45.03.1 **Summary of Level I**

The entry year program is designed to meet the needs of the novice Professional Staff Members in their first years of practice as well as veteran Professional Staff Members who are new to the Dayton City School District. The entry year program is structured specifically around the four domains and nineteen components of the Pathwise Classroom Observation System. Building administrators are trained to systematically observe and rate teaching performance using the nineteen components as their primary evaluation method.

Ratings of Professional Staff Member performance in the entry year phase will be based on rubrics developed for unsatisfactory, basic, proficient, and distinguished performance in each of the nineteen components of the Pathwise framework. It is likely that individual Professional Staff Members will be performing at different levels of proficiency across the nineteen components.

It is the goal of the district that all Professional Staff Members function at a proficient or distinguished performance level for all domains and components. To that end, a Professional Staff Member is required to make every effort to advance to those performance levels. The Administrator will provide clear, specific, substantive, and detailed direction to assist the PSM in the achievement of these performance levels.

An unsatisfactory rating on any component should alert the Professional Staff Member that serious attention must be given to improved performance in that

area. After giving an unsatisfactory rating, evaluators are obligated to offer formative assistance aimed at helping the Professional Staff Member improve his or her performance in the area or areas of weakness. For example, administrators should make clear the specific recommendations regarding improvements and the means by which the Professional Staff Member may obtain assistance in making such improvements.

45.03.2 **Level I - Purpose**

The purpose of the assessment system is to assess and enhance the professional competency of novice and new-to-the-district Professional Staff Members by employing the nineteen performance standards of the Pathwise Classroom Observation System.

45.03.3 **Eligibility**

Beginning Professional Staff Members without prior teaching experience will participate in the entry year program for the first three (3) years of their employment with the Dayton City School District.

Veteran Professional Staff Members who are new employees to the Dayton City School District will participate in the entry year program for the first two (2) years of their employment with the Dayton City School District.

Professional Staff Members returning from an extended absence of three (3) or more years will participate in the entry year program for the first year of their re-employment with the Dayton City School District.

45.03.4 **Assessment Requirements**

The entry year evaluation model is based on three (3) evaluations of the entry year candidate: two (2) formative and one (1) summative.

45.03.4.1 **Assessments**

Two (2) assessments based on classroom observations will be complete within a supervisory cycle that includes pre-and post-observation conferences of at least twenty (20) minutes in length and classroom observations of at least thirty (30) minutes in length. The Professional Staff Member has the opportunity to reflect on and respond to the evaluator's summary statements and recommendations.

Professional Staff Members participating in the entry year program should:

1. Expect their evaluators to request copies of their lesson plans for the instructional period to be observed;
2. Familiarize themselves with the domains and criteria of the Pathwise Classroom Observation System;

3. Familiarize themselves with the pre-observation interview form prior to meeting with their evaluators;
4. Familiarize themselves with the rubric for the nineteen Pathwise criteria.

45.03.4.2 **Summative Assessment**

The third assessment, which constitutes the final annual evaluation report, is based on the evaluator's prior classroom visitations as well as his/her holistic and summative assessment of the Professional Staff Member's professional performance. The Professional Staff Member has the opportunity to reflect on and respond to the evaluator's summary statements and recommendations. Additional classroom observations may be scheduled at the request of the classroom Professional Staff Member or at the discretion of the evaluator. Each observation will be recorded using the clinical observation form.

The primary foci of the two classroom observations are the components of domains B and C. Evaluators, however, will also use the pre- and post-observation conferences to collect and record evidence relating to domains A and D from the Pathwise model. Once completed, the final evaluation report will be placed in the Professional Staff Member's personnel file.

45.03.4.3 **Deadlines**

1. First observation - formative - November 1st
2. Second observation - formative - March 1st
3. Final evaluation report - summative - March 15th.

45.03.5 **Additional Initiations of Level I Evaluations**

A Level 1 evaluation may be initiated by ADMINISTRATION outside of the above set schedules with documented just cause.

45.04 **Level II**

45.04.1 **Summary of Level II**

Professional Staff Members having completed the initial entry year process will be evaluated annually either under a selected or strategic professional development model.

A Professional Staff Member's choice of selected professional development or strategic professional development is reflective of his or her interests and needs at the time. Neither Professional Staff Member nor evaluator should regard one Level II option as superior to the other.

45.04.2 **Selected Professional Development**

Professional Staff Members who have met the requirements of the entry year program may continue to focus their professional growth activities and annual assessment on one or more of the nineteen components of professional practice of the Pathwise framework. Professional Staff Members selecting to engage in the selected professional development process will identify one to three components from the frame work and then write personal performance goals relative to the identified component(s). Personal performance goals must include activities and strategies to be used and the specific appropriate indicators used to measure success.

45.04.3 **Strategic Professional Development**

Professional Staff Members who have met the requirements of the entry year program may choose to pursue a professional development project that involves the acquisition of knowledge in a specific area that may transcend the Pathwise framework. Professional Staff Members selecting to engage in the strategic professional development process will work with their evaluator(s) throughout the project. Evaluators will provide collegial support and collaborate in writing and end-of-project summary. For example, a Professional Staff Member may choose to pursue national board certification, and the strategic professional development option could be based on his/her portfolio preparation.

45.04.4 **Eligibility**

Any classroom Professional Staff Member who has successfully completed the initial entry year process and has reached mutual agreement with his or her evaluator to participate in the Level II processes is eligible. Evaluators with concerns regarding a Professional Staff Member's professional performance may require the Professional Staff Member to participate in selected professional development, including the use of the classroom observation scoring rubric.

45.04.5 **Deadlines**

October 1st of the year in which goals are to be pursued for the planning conference.

March 1st - Assessment Conference

April 10th - Final written assessment due to evaluator

May 15th - Final Conference

Subject to availability of the PSM, if the deadlines are not met, the PSM will have the option of removing the assessment in question from all files, and it will not be used in any evaluation or non-renewal process.

45.04.6 **Selected Professional Development: Purpose and Process**

The purpose of the selected professional development model is to support and assess veteran practitioners relative to their success in pursuing professional

growth. Selected professional development programs will focus on one to three components selected from the Pathwise Classroom Observation System and in accordance with the Professional Staff Member's Individual Professional Development Plan (IPDP).

Professional Staff Members choosing the selected professional development assessment model will be responsible for developing one (1) to three (3) professional performance goals, mutually agreeable to the Professional Staff Member and his or her evaluator.

Selected professional development goals must be based on the Pathwise framework and will include a description of relevant strategies, timelines, and results for each goal. These goals, strategies, timelines and results will constitute the Professional Staff Member's selected professional development performance plan.

The Professional Staff Member and evaluator will have a planning conference and an assessment conference. The purpose of the planning conference is for the Professional Staff Member and evaluator to reach agreement on the performance goals, strategies, timelines and results.

The purpose of the assessment conference is to provide the context in which the Professional Staff Member and evaluator meet to discuss the extent to which the results have or have not been achieved. The evaluator is responsible for writing a narrative assessment regarding the Professional Staff Member's success in achieving the stated results. The Professional Staff Member has the opportunity to reflect on and respond to the evaluator's summary statements and recommendations.

Teaching staff members participating in the selected professional development model may choose to have a formal observation by the evaluator using the (initial) entry year model modified to exclude the rubric rating scale (unsatisfactory through distinguished) for each component of the four (4) domains.

45.04.7 **Strategic Professional Development: Purpose and Process**

The purpose of the strategic professional development evaluation models is to support and assess veteran practitioners relative to their success in pursuing professional growth. Strategic professional development programs should be designed to allow the Professional Staff Member to carry out an individualized, yet collaboratively planned project for professional growth in accordance with the Professional Staff Member's Individual Professional Development Plan (IDPD).

Any veteran Professional Staff Member who has successfully completed the Level 1 entry year process and has the mutual consent of his or her evaluator may participate in the strategic professional development assessment model. Professional Staff Members may, with the permission of the evaluator, pursue a strategic professional development project while being required to focus on a selected professional development performance goal.

The strategic professional development model represents a high form of Professional Staff Member assessment consistent with state and national trends in the professionalization of teaching. It is specifically designed to provide veteran practitioners with the autonomy to pursue professional growth through a wide variety of activities ranging from action research to national board certification.

The evaluation of a strategic professional development project is a collegial process in which Professional Staff Members and evaluators jointly assess the progress made toward the accomplishment of the project's stated objective(s). The final evaluation should be limited to the space provided on the strategic professional development form. A Professional Staff Member may provide artifactual evidence to support progress made.

In order to qualify, the proposed project must involve the participating Professional Staff Members in the process of planned inquiry. In other words, the project must attempt to answer a question or solve a problem that requires Professional Staff Members to conduct an exploration of relevant information from the field of interest.

Participating Professional Staff Members are required to develop a final product that represents the results of their efforts that may go beyond a single school year. The final product may take a number of forms depending on the nature of the exploration conducted.

Finally, the Professional Staff Member is required to disseminate the results of his/her project. Dissemination may take many forms, but must provide a vehicle for the wider sharing of the Professional Staff Member's efforts. Dissemination may take the form of oral, written, electronic or other forms of communication.

Teaching staff members participating in the selected professional development model may choose to have a formal observation by the evaluator using the entry year model modified to exclude the rubric rating scale (unsatisfactory through distinguished) for each component of the four (4) domains.

45.05 **Deficiencies**

Should the ADMINISTRATION feel that the performance of a Professional Staff Member as evidenced in an evaluation could cause the administrator to recommend non-renewal or termination, the following steps shall be taken:

1. The name of any Professional Staff Member should be submitted to the ASSOCIATION by December 1st.
2. A conference will be held with the Superintendent's designee, Executive Director, Principal, Professional Staff Member and his/her representative within thirty (30) days of being notified of the possibility of termination or non-renewal. At this conference, the documented deficiencies of the Professional Staff Member will be discussed. A plan of improvement will be developed at this conference. A plan of improvement must consist of a statement of area(s) of deficiency (ies), a statement of

expectations, a suggested list of improvement recommendations, and a timeline for improvement of deficiency areas. The plan of improvement is to be designed jointly between the Administration and the Professional Staff Member. Consensus will be reached before the plan of improvement is implemented.

3. A Professional Staff Member on a plan of improvement will not have voluntary transfer rights as described in Article 25.03. In addition, a Professional Staff Member on a plan of improvement may not displace a Professional Staff Member not on a Plan of Improvement in the event of a decline in pupil enrollment/program reduction/staff realignment (Article 25.04.2), or a Reduction in Teaching Staff (Article 25.07).
4. A Professional Staff Member on a Plan of Improvement currently assigned to a building closed for any reason (e.g., closure due to enrollment, redesign, etc.) will be assigned to a position for the next school year in the following priority order in accordance with current certification.
 - A. Vacant position
 - B. Long-term leave
 - C. Teacher on special assignment

In any event that said Professional Staff Member is assigned according to the aforementioned priority order, the current plan of Improvement for the said Professional Staff Member will be reviewed and potentially revised, to be in accordance with the Professional Staff Member's new assignment.

Further, in the event that no assignment exists for a Professional Staff Member on a plan of improvement, Reduction In Force (RIF) provisions of the contract will apply.

5. In order for a teacher to be placed on an improvement plan, the teacher must have received a formal evaluation in accordance with contractual timelines with diagnostic and prescriptive recommendations for improvement and a subsequent formal evaluation in accordance with contractual timelines documenting the need to be placed on an improvement plan.
6. A non-probationary Professional Staff Member will be given one (1) additional school year to improve on his/her deficiencies. Failure to improve shall be just cause for non-renewal or termination. The Professional Staff Member will be given notice of contract termination on or before April 30th.

45.06 **Peer Assistance**

Peer assistance, as used in this section, shall include, but not be limited to, Resource Professional Staff Members and may be used for the improvement of instruction, to provide classroom demonstration, and other support as needed. Peer assistance shall only be used with the consent of all Professional Staff Members involved. Any feedback, discussion, recommendations or the like may be exchanged only between the Professional Staff Member being assisted and the Professional Staff Member(s) providing the assistance. This information may not be used in any proceeding involving a

bargaining unit member, except by mutual consent of the bargaining unit members involved.

45.07 Supersedes the Law

The evaluation provisions of this article supersede the evaluation provisions of ORC 3319.111.

**ARTICLE FORTY-SIX
JUST CAUSE/TERMINATION OF
CONTRACTS/NON-RENEWAL OF CONTRACTS**

46.01 Termination of Continuing Contract or Limited Contract During Its Term

46.01.1 The continuing contract of a Professional Staff Member or the limited contract of a Professional Staff Member during its term may be terminated by the BOARD for gross inefficiency or immorality, for willful and persistent violation of reasonable regulations, or for other good and just cause. All procedures in Article Forty-Six must be followed before a decision to terminate for performance is made. The procedures the BOARD must follow in terminating a contract of a teaching Professional Staff Member are outlined in the Ohio Revised Code, Section 3319.16 and Article Forty-Eight. Any employee who has received a notice of intention to terminate his/her contract by the BOARD shall have the right, within ten (10) days of the receipt of the notice, to either proceed with a case under Section 3319.16, Revised Code, or to have his/her case decided by an arbitrator pursuant to Article 3.07.2 D (Arbitration).

46.01.2 Any Professional Staff Member who has been notified of intent to dismiss under this section must be informed of his/her right to counsel or ASSOCIATION assistance and representation, if desired. A conference will be held with the Professional Staff Member and his/her representative regarding the ADMINISTRATION'S pending action.

46.02 Non-Renewal of Non-Probationary Limited Contract

46.02.1 Just Cause

No Professional Staff Member shall be adversely evaluated, disciplined, nonrenewed or reduced in rank or compensation without just cause.

46.02.2 Jurisdiction

The provisions of this article are intended to supersede the provisions of Ohio Revised Code Sections 3319.11 and 3319.111.

46.02.3 Non-renewal of Limited Contract at the End of Its Term

The BOARD will provide reasons for non-renewal to a Professional Staff Member whose contract is non-renewed during the probationary period.

When a problem exists which could result in the non-renewal of a Professional Staff Member's employment for cause at the end of the term of a limited contract, the following procedure shall apply:

A final conference with the Professional Staff Member will be held in the office of the Executive Director of Human Resources no later than mid-April of the current CONTRACT year. The Professional Staff Member will be given notice of contract non-renewal on or before April 30th. This notification will be given in lieu of the notice of intention not to reemploy referred to in Section 3319.11, Ohio Revised Code.

46.03 Non-Renewal of Probationary Limited Contract

Professional Staff Members on a limited contract shall be afforded just cause rights for non-renewal in the third year of employment.

The first two (2) years of employment of a professional staff member will be considered a probationary period. During this probationary period, the performance of the professional staff member will be assessed under the Level 1 evaluation as described in Article 45 of this agreement.

Just cause rights, in terms of non-renewal do not apply to professional staff members during the probationary period. The limited contract of a probationary Professional Staff Member may be non-renewed at the end of its term for any non-discriminatory reason at the discretion of the Board of Education.

A final conference with the Professional Staff Member will be held with the Executive director of Human Resources when a problem exists which could result in the non-renewal of a probationary Professional Staff Member. This conference will take place no later than April 15th of the current Contract year. The probationary Professional Staff Member will be given notice of contract non-renewal on or before April 30th. This notification will be given in lieu of the notice of intention not to reemploy referred to in section 3319.11, Ohio Revised Code

46.04 Supplemental Contracts

46.04.1 The provisions of this section are intended by the parties to replace the statutory procedures for non-renewal of supplemental contracts set out in Section 3319.11, Ohio Revised Code.

46.04.2 Supplemental contracts shall terminate automatically in accordance with their terms, without notification from the BOARD.

46.04.3 Supplemental positions held by Professional Staff Members during the current school year shall be posted only if a vacancy occurs in the position.

46.05 Athletic Supplemental Contracts

The following procedures are now in effect and open positions will be filled using this process.

46.05.1 **Procedures for selection of individuals to hold Athletic Supplemental Contracts:**

- A. The district Athletic Office requests a position posting from the Human Resources Department. If a vacancy occurs after the start of the season, the vacancy has to be posted for five (5) days.
- B. The Human Resources Department posts district wide the open positions for not less than ten days. If a vacancy occurs after the season has started, the posting will be for five days.
- C. Applicants respond in writing through a letter of interest and a resume to the Human Resources Department. Applicants are required to submit proof of CPR, proof of all current certificates/licenses, and credentials required for coaching.
- D. The Human Resources Department reviews the applications to determine those applicants that are certified/licensed and forwards those names to the District Athletic Office.
- E. The district Athletic Office reviews applications and submits a list of qualified applicants to the schools.
- F. The school level Selection Committee will interview potential candidates.
- G. Members of the Selection Committee shall include but not be limited to:
 - Building Principal or Designee
 - Building Athletic Director
 - DEA representative
 - Others as appointed by the Principal
- H. The Selection Committee shall consider qualified Professional Staff Members in the district. With all things being substantially equal, preference will be given to the qualified Professional Staff Member in the building.
- I. If a Professional Staff Member is not selected for the position, the Professional Staff Member may request written reasons for the denial.
- J. If a Professional Staff Member is not selected or no Professional Staff Member applies within the posting timeline, the Selection Committee will consider the following criteria for filling the athletic supplemental position:
 - 1) Qualified certificated/licensed individuals outside the district.
 - 2) Qualified non-certificated/non-licensed individuals.

46.05.2 **Athletic Supplemental Contract Positions to be posted annually:**

- A. All athletic supplemental positions held by a Professional Staff Member in the district will be posted annually only if a vacancy occurs in the position.
 - B. All athletic supplemental positions held by non-Professional Staff Members in the district will be posted annually.
- 46.05.3 In order to be hired in the same coaching position for the following school year, the Professional Staff Member must have a satisfactory coaching evaluation. No certificated/licensed Professional Staff Member holding a coaching position shall be evaluated or disciplined without just cause.
- 46.05.4 The parties shall establish an evaluation instrument to be incorporated into the contract. The parties will appoint a joint committee to develop an evaluation by consensus. Both sides will work in good faith to develop the instrument.
- The instrument will be adopted and implemented by the end of October, 2003. Coaches may be evaluated by the principal, assistant principal, the District's athletic director or his designee who has an administrative position and is empowered to perform evaluations.

ARTICLE FORTY-SEVEN FITNESS FOR DUTY - MEDICAL EXAMINATION

47.01 Right to Request Medical Examination

In order to promote a safe environment, to assure the public trust, and to promote the learning process of children and young people, the BOARD requires Professional Staff Members to report for work and be physically and mentally able to perform their duties. Of particular importance is for a Professional Staff Member's job performance not to be impaired by the use or abuse of any drug, medication, or alcohol, as defined below. Severe emotional crises may also render a Professional Staff Member unable to perform his or her job.

When the BOARD and/or the ADMINISTRATION feels that a Professional Staff Member is unfit for duty, they may request a mental/physical examination using the procedures in Section 47.02.

47.02 Physical/Mental Examinations Procedure

47.02.1 The building principal or other building administrator is responsible to make a preliminary decision as to the employee's fitness for duty and report it to the Executive Director of Human Resources. Any observed deficiencies in employee performance or behavior is to be documented. Documentation must be directly related to the Professional Staff Member's inability to satisfactorily perform the work duties.

The Executive Director of Human Resources will make the decision as to the need for a physical/mental examination to be conducted.

Employee performance or behavior issues related to possible psychological, mental, or chemical dependency will first be referred to the internal Employee Assistance Program (EAP) coordinator for an assessment. Other issues will be referred to a Physician selected by the Board at the Board's expense.

The BOARD will send a letter to the Professional Staff Member stating the reasons for their request for mental/physical examination.

47.02.2 Once the Professional Staff Member receives the letter, he/she has two options.

- A. Accept the recommendation of the Executive Director of Human Resources as outlined in the above letter, or
- B. The Professional Staff Member may select a physical examination to be done by his/her personal physician with the expenses paid by the Professional Staff Member. Such physician shall provide the Superintendent with a report setting forth sufficient information so that the Superintendent can determine an administrative course of action.

47.02.3 If the Professional Staff Member elects to be examined by his/her personal physician, he/she submits the physician's report to the Board. After review of the report from the Professional Staff Member's physician, the BOARD may require the Professional Staff Member to be examined by a physician designated by the ADMINISTRATION. The expense of such physician shall be paid by the BOARD. In the event there is disagreement between the report submitted by the physician selected by the Professional Staff Member and the physician designated by the ADMINISTRATION, the matter shall be submitted to a third physician who shall be selected by the other two physicians. The findings and conclusions of the third will decide the matter. The Professional Staff Member and the BOARD shall share equally the fees and expenses of the third physician.

47.02.4 All reports shall be confidential. The physician will not release the results of the medical examination without the approval of the Professional Staff Member.

47.02.5 A Professional Staff Member determined to be unfit for duty will be referred to the Employee Assistance Program or other appropriate health care providers for treatment.

A condition of continued employment is that the Professional Staff Member adhere to all treatment recommendations of the Employee Assistance Program or other professional health care providers.

The Professional Staff Member will not be returned to work unless and until the professional health care provider has indicated that the Professional Staff Member is again fit for duty.

47.03 **Required Health Examinations or Vaccinations**

Opportunity for health examinations or vaccinations required by the State of Ohio or required locally must be provided without cost to the Professional Staff Member. If a Professional Staff Member elects to have a private examination or vaccinations, the Professional Staff Member will pay the cost and provide a documented statement of satisfactory completion of the required examination or vaccinations.

ARTICLE FORTY-EIGHT DISCIPLINE OF PROFESSIONAL STAFF MEMBERS

48.01 Informal Warning

First offenses which are not extreme cases shall be disposed of by an informal notice to the employee. Such informal notice shall not be recorded in the employee's personnel file.

48.02 Progressive Discipline

Formal disciplinary action shall be taken only for just cause and shall not exceed the gravity of the employee's offense, including but not limited to the repetition of an action without progressing to the next step.

- First Step: Written reprimand(s);
- Second Step: Suspension(s) with or without pay;
- Third Step: Discharge (Only the BOARD shall have the authority to discharge an employee, and such discharge shall be implemented in compliance with the provisions of Article Forty-Five of the CONTRACT.)

48.03 Due Process Procedure

48.03.1 Except in extreme cases requiring immediate suspension, no employee shall be disciplined without first having been given due process in accordance with the following procedure:

- A. A written notice setting forth the allegations which, if substantiated, could result in disciplinary action, shall be provided by the BOARD by certified mail or by hand delivery. Said notice shall include the time and place of a hearing to discuss said allegations.
- B. The hearing to discuss the allegations shall be attended by the Professional Staff Member, the ASSOCIATION representative, and the BOARD's representative(s). Said hearing shall be held no sooner than three (3) days nor later than ten (10) days following the receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.
- C. The Professional Staff Member and the ASSOCIATION President shall be notified within ten (10) work days by certified mail or by hand delivery of the disposition of the matter. If a determination has been made to take

disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

48.03.2 In extreme cases requiring immediate suspension, the written notice of allegations shall be presented to the employee within twenty-four (24) hours following the suspension; and the conference shall be held as expeditiously as possible.

48.04 Confidentiality

The discipline of an employee shall be imposed in private and all events and communications related thereto shall remain confidential to the extent permitted by law.

**ARTICLE FORTY-NINE
INSURANCE**

Member will pay fifteen (15%) of the premium; and the BOARD will pay eighty-five (85%) of the premium.

49.01 Medical and Dental Enrollment

A Medical Insurance Program shall be available in accordance with the provisions of this article for all Professional Staff Members covered by this CONTRACT who complete the required applications for such insurance and transmit such applications to the Treasurer of the BOARD during the required enrollment period. Insurance coverage is not automatic.

Appropriate information and application forms will be provided to all new Professional Staff Members at the time of employment. If the date of employment is later than the open enrollment period, required insurance forms shall be filed with the office of the Treasurer within five (5) work days of receipt. Forms that are not returned in five (5) work days will result in coverage being delayed until the first day of the month after they are received. This penalty for delay shall be clearly noted to the new employee. Forms not filed within thirty (30) days of commencement of employment coverage will not be available until the next open enrollment period.

49.02 Specific Coverage

Effective January 1, 2009, the emergency room copay will increase from \$25 in Plan 1 and \$75 in Plan 2 to \$100 in both plans.

Effective January 1, 2009, the urgent care copays will increase from \$10 in Plan 1 and \$35 in Plan 2 to \$25 in Plan 1 and \$40 in Plan 2.

United Health Care

COVERED SERVICE	Network	Non Network
Routine & Preventative		

1. Office Visit	\$10 co-pay/visit	75% R&C after deductible
2. Routine Physicals	\$10 co-pay/visit	Not Covered
3. Well child care	\$10 co-pay/visit	75% R&C after deductible
4. Immunizations	\$10 co-pay/visit	75% R&C after deductible
5. Consultations	\$10 co-pay/visit	75% R&C after deductible
6. Routine Pap test		
Mammograms	\$10 co-pay/visit	75% R&C after deductible
Diagnostic Lab & X-Ray Exam	100% coverage	75% R&C after deductible
Hospital ER Services	\$25 co-pay	\$25 co-pay-Hosp. ER
Urgent Care Facility	\$10 co-pay	75% R&C after deductible
Prescription Drug card	\$7.00 generic drugs on formulary 25% with minimum of \$10.00 and Maximum of \$30.00 for name brand drugs on formulary Max. of \$40.00 for name brand drugs not on formulary (open physician edit)	

Hospital Services (Inpatient)

Room and board – semi-private room, meals, general nursing, special duty nursing, ancillary services, operating room anesthesia supplies diagnostic/therapeutic x-ray services, lab tests, radiation therapy, drugs & medications, special care units, chemotherapy and renal dialysis.	100% coverage (Prior Plan Approval required)	75% R&C after deductible (Prior Plan Approval required)
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Physician & Surgeon Services (In-Hospital)

Surgeon, anesthesiologist, radiologist, pathologist, specialist, etc.	100% coverage	75% R&C after deductible
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Radiation, cobalt and radioisotope therapy, therapeutic x-ray services, ancillary, services, surgery, chemotherapy and renal dialysis as medically necessary.	100% coverage	75% R&C after deductible
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Human Organ Transplant

Inpatient	80% coverage	Not covered
Skilled Nursing Facility Care	90% R&C after deductible to 365 days in lieu of hospitalization (Prior Plan Approval required)	75% R&C after deductible
Home Health Services	100% coverage (Prior Plan Approval required)	75% R & C after deductible in lieu of hospitalization (Prior Plan Approval required)

Mental Health/Chemical Dependency

(Inpatient MH/CD)	80% coverage \$10,000 maximum per year, maximum 30 days per calendar year (Prior Plan Approval required)	60% R&C after deductible
(Outpatient MH/CD)	\$10 per visit Combined maximum of 45 group or individual visits per calendar year	50% R&C after deductible \$5,000 maximum per year
To receive in-panel MH/CD benefits, all care must be authorized or provided by United Behavioral Services Appliances and Durable		

Medical Equipment	80% coverage (Requires Prior Plan Approval)	50% R&C after deductible
Allergy/Acne Treatment	80% coverage	75% R&C after deductible
Allergy Testing	80% coverage	75% R&C after deductible
Physical Therapy (out-patient)	80% coverage Maximum 30 visits per year	50% R&C after deductible
Chiropractic Services	Not covered	75% R&C after deductible

Deductibles	No annual deductible will apply to any in-panel services. Annual out-of-pocket maximum is \$750/person or \$1500/family maximum	Out-of-panel benefit levels are subject to an annual deductible of \$200/person or \$400/family. Annual out-of-pocket or deductible is \$2000/ person or \$4000/family
	Expenses associated with Mental Health	(Expenses associated with Mental Health &

& Chemical
Dependency treatment
do not apply to
maximum out-of-
pocket limits.

Chemical Dependency
treatment do not apply
to maximum out-of-
pocket limits.)

49.03 **Dental Benefits**

The dental insurance policy shall provide for dental care expenses which are not the result of occupational accident. Covered dental expenses are the reasonable and customary charges for necessary dental treatment as follows:

Type I - Preventative: One hundred percent (100%) coverage (dental examination, scaling and cleaning of teeth, dental X-rays, fluoride treatments, space maintainers)

Type II - Basic eighty percent/twenty percent (80%/20%) co-insurance (basic restorative, oral surgery, anesthesia, periodontics, endodontics)

Type III - major restorative: Fifty percent/fifty percent (50%/50%) coinsurance (major restorative, gold inlay, crowns, prosthodontics)

Type IV - Orthodontia: Fifty percent/fifty percent (50%/50%) co-insurance

Type II and III benefits are subject to a \$25.00 deductible per person, per year, and a calendar year maximum of \$1,500 benefits per person. Type IV benefits are subject to a \$5,000 lifetime maximum per person.

Coverage for dental prescriptions shall be provided by the BOARD. The plan shall be decided by the BOARD.

49.04 **Life Insurance**

Life insurance shall be provided in an amount of \$50,000.

Accidental Death and Dismemberment insurance shall be provided in the amount of \$50,000.

Professional Staff Members may buy additional insurance at their own expense, at the BOARD's rate. Such payment for additional insurance shall be by payroll deduction.

49.05 **Premium Payments**

49.05.1 The BOARD and the full-time Professional Staff Member contribution to the monthly premium for medical insurance shall be: 15% paid by the Professional Staff Member, 85% paid by the BOARD.

49.05.2 The BOARD shall pay 90% of dental insurance.

49.05.3 The BOARD shall pay 100% of the life insurance premium.

For purposes of this article only, a "part-time Professional Staff Member" is a Professional Staff Member employed on a continuous basis by the BOARD, who performs services for which compensation is paid during each week after

employment commences or after such Professional Staff Member is placed under contract with the BOARD on a regular basis with the number of hours of service to be performed scheduled on a regular and recurring basis. It is understood that any individual employed by the BOARD excluded from the definition of a Professional Staff Member, pursuant to Subsection 1.02.2 of this CONTRACT, and any individual employed by the BOARD on an "on call" basis is not considered a regular part-time employee. Medical insurance shall be provided to part time Professional Staff Members working less than thirty (30) hours per week and at least thirty-six (36) weeks per year or who have an annual contract with the BOARD in accordance with the following schedule:

Number of hours regularly scheduled to work	Portion of total premium cost for medical and dental insurance to be paid by BOARD	Portion of total premium cost for medical and dental insurance to be paid by Professional Staff Member
At least 10, but less than 15	1/3	2/3
At least 15, but less than 20	1/2	1/2
At least 20, but less than 25	2/3	1/3
At least 25, but less than 30	5/6	1/6

The maximum contribution by the BOARD as set out above will be applied to the current premium or the limits set forth below, whichever is less.

49.06 Coverage While on Leave

The medical Insurance Program shall remain in effect for all full-time Professional Staff Members entitled to coverage during any period when such Professional Staff Member is: (1) on the active working payroll, (2) on compensated sick leave, (3) on sabbatical leave, (4) on non-compensated approved leave of less than thirty (30) days (except personal illness leave of absence), (5) on non-compensated leave for personal illness of less than ninety (90) days, or (6) working only during the regular school year and not working during the summer break period until such Professional Staff Members either resign their employment status or fail to return to active working status at the commencement of the next school year.

Professional Staff Members on non-compensated approved leaves or approved medical leave who desire to continue insurance coverages past the period for which the BOARD has agreed to continue such coverage on the basis set forth in Section 49.06 may do so by paying the full premium for any such insurance to the Treasurer on or before the seventeenth (17th) day of the month prior to any such month such coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be re-acquired through the BOARD until the Professional Staff Member returns to active working status.

49.07 Insurance Provided in Summer

All insurance programs shall be continued for Professional Staff Members on the same basis as such insurance is provided during the school year during the months of June, July and August. Professional Staff Members submitting resignations which take effect at the end of a school year will also have their insurance coverage continued during these months on the same basis as such insurance is provided during the school year provided: such Professional Staff Member was covered under the insurance during his/her period of employment during the school year

- such Professional Staff Member remains in the employ of the BOARD through the end of the regular school year.

- such Professional Staff Member advises the BOARD on or before March 15 or as soon thereafter as is possible of the intention of such Professional Staff Member not to renew his/her contract with the BOARD

49.08 Determination of Monthly Premium

In the implementation of the foregoing, the Treasurer shall annually determine the annual premium cost to be payable by each Professional Staff Member and withhold sufficient sums from the compensation payable to such Professional Staff Member during the period such Professional Staff Member receives payroll checks to cover that portion of the premium due from the Professional Staff Member during months when the Professional Staff Member is not receiving payroll checks (e.g. during the summer months when school is not in session).

49.09 Additional Coverage

49.09.1 If during the life of this CONTRACT National Health Care Insurance is implemented, the BOARD agrees to pay the difference between the National Health Care Insurance premium amount and the amount up to the cap currently agreed to by the BOARD in order to maintain the current level of benefits.

49.09.2 The parties are committed and agree to negotiate with insurance carriers to include a premium rate for an employee and one dependent in addition to the current single and family rates, if the addition of such rate decreases the cost of the premium.

49.09.3 The parties agree to review the current insurance carrier for the purpose of selecting a carrier to provide the best benefits within the scheduled caps by May 1st as set forth in Subsection 49.05.1. If the parties do not agree on a change of benefits and/or a provider to stay at or below the caps, the caps will be applied, and enrolled excess of the caps.

49.10 Flexible Spending Account - Medical Reimbursement

The BOARD will make arrangements to afford individual Professional Staff Members the option to subscribe to a Flexible Spending Account, upon written request, in lieu of all medical insurance coverages provided in this Article, subject to the limitation on BOARD contributions toward the cost of such option contained in the following

paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the BOARD and the ASSOCIATION, but not more frequently than once in any twelve (12) month period.

On behalf of each Professional Staff Member subscribing to a Flexible Spending Account under the preceding paragraph, the BOARD will reimburse the Professional Staff Member up to \$600 (six hundred) dollars each year, after medical expenses have been submitted.

49.11 **Cash Option**

The BOARD will make arrangements to afford individual Professional Staff Members the opportunity to elect a cash option upon written request, in lieu of all medical insurance coverages provided in this article, subject to the limitation on BOARD contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the BOARD and the ASSOCIATION, but not more frequently than once in any twelve (12) month period.

On behalf of each Professional Staff Member electing the cash option under the preceding paragraph, the BOARD will pay the Professional Staff Member six hundred dollars (\$600.00) each year. The quarterly gross payments shall be \$150.00.

49.12 **125 Plan**

The benefits provided by Section 125 of the Revenue Act of 1978 shall be made available to any Professional Staff Member so requesting that their benefit elections be non-taxable. An amount not to exceed 50% of salary may be set aside by the Professional Staff Member for the selection of benefits, under Section 125 of the Internal Revenue code, which includes:

Part A - Insurance premiums on payroll deduction

Part B - Medical spending account

Part C - Dependent care account

49.13 **Continuation of Coverage**

49.13.1 Every covered Professional Staff Member, covered spouse of a Professional Staff Member, and/or covered dependent(s) of a Professional Staff Member whose group health insurance is terminated for reasons of

- termination of the employment, layoff or reduction in the hours of employment of the Professional Staff Member
- death of the Professional Staff Member; or eligibility of the Professional Staff Member for Medicare; or divorce or separation from the Professional Staff Member
- change in dependent status (for example, children who attain a certain age under the policy, finish school, marry, etc.)

shall be eligible to elect continuation coverage under the group health insurance policy offered to employees, at group rates which represent 102% of the premium cost. Where group coverage terminates by reason of divorce, separation or change in dependent status, the Professional Staff Member, spouse, and/or dependent must give notice, in writing, of such event to the BOARD, within 60 days of such event. If elected, of coverage shall be available at the cost of the Professional Staff Member or dependent(s) for 18 months if coverage is terminated by reason of a termination, layoff or reduction in hours, and 36 months for the other above-stated reasons.

49.13.2 Continuation of coverage elected pursuant to Subsection 49.12.1 above shall terminate if any of the following events occur

- A. Premiums are not paid when due
- B. The person(s) continuing coverage become eligible for Medicare, or covered by another group health insurance policy
- C. The BOARD no longer offers group health insurance coverage to its employees.

49.13.3 The provisions of Section 49.13 are to be interpreted and administered in full accord with the Consolidated omnibus Budget Reconciliation Act of 1986 (P.L. 99-272) as such Act amended the Public Health Service Act.

ARTICLE FIFTY

SALARY SCHEDULES FOR CLASSROOM PROFESSIONAL STAFF MEMBERS

50.01.1 Salary

Effective July 1, 2011, salary increases on the Salary Schedule and hourly rates, including, but not limited to summer school, small group instructors, etc.

Percentage increases as follows:

2011-2012 0% across the board.

Additional supplemental position: merit pay and peer review committee members:
2%

See scale below:

Service Step	C Bachelors	D BA+18	E Masters	F MA+30	G Ph.D.
1	33,936	34,486	37,009	38,258	40,996
2	34,989	35,555	38,156	39,444	42,267
3	34,989	35,555	38,156	39,444	42,267
4	36,576	37,141	39,978	41,266	44,090
5	38,159	38,727	41,799	43,087	45,911
6	40,096	40,666	44,000	45,301	48,150
7	41,693	42,267	45,838	47,137	49,986
8	43,294	43,865	47,676	48,975	51,823
9	44,896	45,467	49,514	50,813	53,661
10	46,494	47,066	51,350	52,649	55,498
11	47,979	48,548	53,062	54,356	57,198
12	49,574	50,146	54,894	56,187	59,031
13	52,198	52,781	57,866	59,190	62,086
14	53,825	54,409	59,735	61,058	63,955
15	55,456	56,037	61,606	62,928	65,828
20	56,596	57,077	62,646	63,968	66,868

Summer School Rate: 29.07

L.D. Tutors, Home Instructors, Adult Ed.: 49.52
41,328

Resource Teachers, Curriculum Specialists, Literacy Coaches, Math Coaches, etc.

Service Step	C Bachelors	D BA+30	E Masters	F MA+30	G Ph.D.
1	34,956	35,506	38,029	39,278	42,016
2	36,009	36,575	39,176	40,464	43,287
3	36,009	36,575	39,176	40,464	43,287
4	37,596	38,161	40,998	42,286	45,110
5	39,179	39,747	42,819	44,107	46,931
6	41,116	41,686	45,020	46,321	49,170
7	42,713	43,287	46,858	48,157	51,006
8	44,314	44,885	48,696	49,995	52,843
9	45,916	46,487	50,534	51,833	54,681
10	47,514	48,086	52,370	53,669	56,518
11	48,999	49,568	54,082	55,376	58,218
12	50,594	51,166	55,914	57,207	60,051
13	53,218	53,801	58,886	60,210	63,106
14	54,845	55,429	60,755	62,078	64,975
15	56,476	57,057	62,626	63,948	66,848
20	57,516	58,097	63,666	64,988	67,888

OCCUPATIONAL AND PHYSICAL THERAPISTS

Service Step	C Bachelors	E Masters	F MA+30
1	40,471	46,581	48,445
2	43,593	49,893	51,814
3	45,460	51,759	53,680
4	47,327	53,628	55,548
5	49,193	55,492	57,416
6	51,505	57,862	59,798
7	53,389	59,745	61,683
8	55,272	61,628	63,566
9	57,155	63,512	65,450
10	59,039	65,395	67,332
11	60,776	67,117	69,048
12	52,655	68,995	70,929
13	65,830	72,298	74,272
14	65,830	72,298	74,272
15	65,830	72,298	74,272
20	66,870	73,338	75,312

Columns C through G represent the annual salary paid including holidays and vacation within the school year as established by the School Calendar and as paid bi-weekly as set forth in the Schedule of Pay Dates. The per diem compensation of each Professional Staff Member working under the compensation set forth in Columns C through G shall be one two-hundredth (1/200th) of such Professional Staff Member's annual compensation, as set forth in such Schedule.

Column C - Professional Staff Members with Bachelor's degree.

Column D - Professional Staff Members with Bachelor's degree plus 18 graduate semester hours or 27 quarter hours credit. Graduate credits shall be those earned following conferral of the Bachelor's degree and must be part of a graduate program leading to an advanced degree in Teaching/Education as certified/licensed by the University.

Column E - Professional Staff Members with Master's degree

Column F - Professional Staff Members with Master's degree plus 30 graduate semester or 45 quarter hours beyond Master's degree, or an Educational Specialist degree. Graduate credits shall be those earned following conferral of the Master's degree under the following provisions: (1) University confirmation of all courses completed in a graduate program leading to a Doctoral degree; (2) completion of the requirements for the Educational Specialist degree, a second Master's degree, or completion of the requirements for a new certificate/license beyond those already held.

Column G - Professional Staff Members with an earned Doctorate in an accepted educational or teaching field.

- 50.01.2 Professional Staff Members may advance on the schedule from one degree level to another upon the completion of schedule requirements. In order to so advance, a Professional Staff Member must present satisfactory evidence from the training institution not later than the fifth (5th) day after the commencement of each nine-week grading period, that the necessary degree has already been granted or that all the work required for the degree or Post Master's Certification has been satisfactorily completed.
- A. Each step through Service Step 15 represents one (1) year of service as a full-time Professional Staff Member, or the equivalent thereof, as recognized by the Superintendent's Office. Service Step 20 represents completion of nineteen (19) or more years of service and is payable with the commencement of the twentieth (20th) year of service as a full-time Professional Staff Member as recognized by the Superintendent's Office. Professional Staff Members may advance a step on the schedule only at the beginning of a school year. In order to so advance, a Professional Staff Member must have been employed in the Dayton Schools at the preceding step on the schedule for at least six (6) consecutive months (twenty-four (24) weeks or one hundred twenty (120) days) within a single school year.
- B. These six (6) months shall be interpreted to include the sixty (60) consecutive school days spent in the same position by a reserve teacher before his/her placement on the salary schedule at a regular two (2) weeks rate. A Professional Staff Member is considered "employed" on all days for which (s)he is paid, but not on any days when (s)he is absent without pay. Except for the sixty (60) consecutive school days preceding the placement of a reserve teacher on the regular salary schedule, reserve teaching on an hourly basis shall not be considered in placing a Professional Staff Member on the schedule.
- In placing a Professional Staff Member on the schedule, one year of service credit shall be given for each year of full-time kindergarten teaching (including both morning and afternoon sessions).
- C. A Professional Staff Member entering the Dayton Schools for the first time or re-entering the Dayton Schools after January 1, 1956, shall not be placed above Step 10 on the salary schedule. For purposes of placement on the salary schedule, a Professional Staff Member hired during or after the 1987-88 school year will be deemed to have entered or re-entered the Dayton City Schools when (s)he becomes a member of the bargaining unit as a long-term reserve.
- 50.01.3 For Professional Staff Members entering the Dayton schools or re-entering the Dayton Schools following a break in seniority, one hundred twenty (120) days of reserve teaching experience in the Dayton Schools in a given year shall count as a year of experience for placement on the salary schedule.

50.02 Vocational Professional Staff Member Placement

Professional Staff Members employed specifically to teach vocational shop or related subjects in trades or industries and properly certificated/licensed for such teaching by the Ohio State Department of Education.

- 50.02.1 One (1) year of approved trade or business experience (approved by the Superintendent's office) shall be considered equivalent to eighteen (18) semester hours of undergraduate college credit. To be approved for this purpose, the experience must have been in the trade or business to be taught or in the trade to which the subjects to be taught are related.
- 50.02.2 Not more than ten (10) years of trade or business experience shall be counted as equivalent to college credit.
- 50.02.3 A vocational shop Professional Staff Member (having ten (10) years of approved trade experience, four (4) years of apprenticeship experience, and three (3) years of journeyman experience) shall be placed on the Bachelor's degree salary level and may advance to the maximum salary for that level without further training except that required for continuous certification as a vocational Professional Staff Member.
- 50.02.4 For advancement beyond the Bachelor's degree salary level, actual college credits must be presented in addition to any that have been counted toward the Bachelor's level itself. For this purpose, two (2) semester hours of approved undergraduate college credit shall be considered equivalent to one (1) semester hour of graduate college credit.
- 50.02.5 A vocational shop or related-subject Professional Staff Member having thirty-six (36) semester hours of approved undergraduate college credit beyond the requirements for attaining the Bachelor's degree salary level shall be placed on the Bachelor's degree plus eighteen (18) graduate semester hours or equivalent salary level and may advance to the maximum salary for that level.
- 50.02.6 A vocational shop or related-subject Professional Staff Member having sixty (60) semester hours of approved undergraduate college credit beyond the requirements for attaining the Bachelor's degree salary level, shall be placed on the master's degree salary level and may advance to the maximum salary for that level.
- 50.02.7 Although not more than ten (10) years of trade or business experience may be counted as equivalent to college training, each year of such experience beyond the number counted as equivalent to college training shall be considered equivalent to one (1) year of successful teaching service for placement on the salary schedule.
- 50.02.8 In giving credit for trade and business experience either as the equivalent of college training or as the equivalent of teaching experience, ten (10) calendar months of trade or business experience shall be considered as one (1) full year of service.

50.02.9 With respect to Schedules for BA +18 through Ph.D., such credits and degrees must be in education or in areas offered by the curriculum of the Dayton City School District, and such credits and degrees must be received from institutions approved, at the time the credits and/or degrees were earned, by the State of Ohio, Department of Education, and the North Central Association of Schools.

50.02.10 Service Step 20 shall be applicable to Professional Staff Members who have completed nineteen (19) or more years of service as recognized by the Superintendent's office and is payable with the commencement of the twentieth (20th) and subsequent years of service as recognized by the Superintendent's Office. Professional Staff Members on Service Step 20 shall receive bi-weekly pay at the Service Step 15 bi-weekly rate and shall receive the additional one thousand forty dollars (\$1,040) salary (the difference between the salary applicable to Service Step 15 and Service Step 20) in two (2) equal installments of five hundred twenty dollars (\$520) each payable on the tenth (10th) and twentieth (20th) pay period payroll distribution.

50.03 **Salary Schedule Advancement for Staff Development and Committee Work**

Staff development hours taken by Professional Staff Members shall be applicable to salary schedule advancement in accordance with the following:

- Thirty (30) hours worked on a BOARD committee equals one (1) PDU
- BOARD-sponsored staff development or staff development taken outside the district - Every three (3) PDU's shall equal one semester hour of credit for salary schedule placement/advancement
- BOARD-sponsored staff development shall include PDU credit. Staff development hours taken may be used in combination with graduate hours for salary schedule placement/advancement

50.04 **Salary Schedule Advancement for Graduate Hours**

Professional Staff Members shall be placed on the salary schedule and shall advance through the salary schedule for graduate hours taken after conferral of the B.A. degree which meet the following requirements:

- The hours must be reasonably related to the Professional Staff Member's current assignments
- The hours must be reasonably related to an area of certification the Professional Staff Member currently possesses
- The hours must be part of a program leading to additional certification
- The hours must be part of a program leading to an advanced degree
- The hours must be requested and approved by the ADMINISTRATION

Headings on the salary schedule columns are stated in semester hours. Quarter hours convert to semester hours by multiplying the quarters by two thirds (2/3).

Thereafter, Professional Staff Members shall submit courses taken for review for compliance with the foregoing criteria to the Director of Personnel's office. Course work already completed or in progress may be submitted for compliance review; however, Professional Staff Members are encouraged to seek review as soon as practical. When courses are denied, the ASSOCIATION shall be informed. Hours taken for placement/ advancement beyond the M.A. degree must be taken after conferral of the M.A. degree. In order to advance on the columns of the salary schedule, a Professional Staff Member must present satisfactory evidence from the training institution, no later than the fifth day after commencement of each nine week grading period, that the necessary credits have been completed.

50.05 Hourly Salaried

Effective as indicated, the following compensation plan shall be in effect.

- A. Individual and Small Group Instructors and Professional Staff Members for Out-of-School and Hospitalized Students - Professional Staff Members who regularly teach handicapped children individually in the home or in hospital are to be paid as follows for each clock hour worked:

Effective	7/1/04	7/1/05
With 4-year College Degree	\$27.48	\$28.58
Without 4-year College Degree	\$26.73	\$27.80

- B. **Summer School Professional Staff Members:**

Effective	7/1/04	7/1/05
	\$27.07	\$28.15

Regular Professional Staff Members shall be paid at the same rate for the legal holiday, July 4th, in accordance with Subsection 28.06.3.

The rate for reserve summer school teachers will be the same as for regular summer school Professional Staff Members.

- D. Resource Teachers will be on the regular pay schedule of Professional Staff Members plus \$50 bi-weekly.

50.06 Travel

50.06.1 Any Professional Staff Member required in the course of his/her work to drive a personal automobile will be reimbursed at the highest applicable rate allowable by the I.R.S. Any change in the rate will be paid from the effective date of such change as published in the Federal Register; provided, however, that no change in the rate will be retroactively applied.

50.06.2 Professional Staff Members shall not be required to use their personal automobiles for the purpose of transporting students on field trips, transporting athletic teams or other business of the Dayton City School District.

50.07 **Staff Development Compensation**

Professional Staff Members attending staff development workshops on time outside the regular school day will be compensated at the rate of \$15.00 per hour.

50.08 **Curriculum Committees**

For BOARD-initiated committees that utilize Professional Staff Member time beyond the regularly accepted work day and are scheduled to meet for two or more meetings, those Professional Staff Members elected to participate shall be compensated at the rate of \$15.00 per hour.

50.09 **Extra-Curricular Activities**

50.09.1 Extra-curricular activities are an important part of the educational program. Responsibility for these activities rests with the entire teaching staff of each school. It is reasonable to expect that an equitable division of the responsibilities in this area should be made.

To the extent possible, Professional Staff Member preferences shall be observed in such assignments.

50.09.2 In view of the extra involvement the following assignments will carry additional pay in the amounts indicated, payable, unless otherwise specified, with the last pay

50.10 **Provisions Applicable to Pay for Extra-Curricular Activities**

No change of rate paid during school year as a result of changes in teaching staff salary schedule during school year. All percentages shall mean that percentage of the B A minimum salary per Section 50. 01. Unless otherwise indicated, all supplemental contracts shall be for one (1) school year.

50.10.1 **High School**

A.	Band Director	17.50%*
	Minimum Requirements:	
	Summer Rehearsals and Band Camp	50 hours
	Rehearsals and Performances during the school year for 10 football shows or soccer games	80 hours
	All other special performances, concerts, competitions, auditions, basketball-pep band performances, etc.	80 hours
	To be allotted as a pre-season pay of 4% plus 13.5% in equal amounts during the regular 20-pay contracted period.	

B.	Assistant to the Band Director Minimum Requirements Summer Rehearsals and Band Camp	13.50%* 50 hours
	Rehearsals and performances during the school year for 10 football shows or soccer games	80 hours
	All other special performances, concerts, competitions, auditions, basketball-pep band performances, etc	80 hours
	To be allotted as a pre-season pay of 4% plus 9.5% in equal amounts during the regular 20-pay contracted period.	
C.	Vocal Director	.35%
	Orchestra Director Concerts, contests, special events, NTE 10, per event	.35%
D.	Music-Theater Production NTE 1 per school year (e.g. Voc. Director; Ind. Art. Instructor) (This amount to be divided by participating staff with concurrence of the Supervisor of music and the Principal.)	11.50%
E.	Play Director (if more than one director involved in presenting a play, above extra duty pay should be divided) NTE 2 major stage productions per school year. Note: Guidelines are on file in office of Supervisor of Music, Division of Music Education, Department of Instruction.	4.00%
F.	Newspaper Advisor Not to exceed per school year or ½ the amount per school year plus staff or journalism period (optional to Professional Staff Member; nine or more issues)	3.30%
G.	Yearbook Advisor - Not to exceed per school year or 1/2 the amount per school year plus staff or journalism period (optional to Professional Staff Member; hardback publication)	3.30%
H	Pep Club Advisor	1.50%
I.	Class Advisor Two advisors per class	

Each advisor will be paid be paid the stipulated amount. When there are over two advisors, only two will be compensated.

	Senior:			3.30%
	Junior:			2.60%
	Sophomore:			.80%
	Freshman:			.80%
J.	Forensics Sponsor (NTE 8 contests per school year)			.34%
K.	Cheerleader/ Drill Team (NTE 2 sessions per school year)			5.00%
L.	Student Council Advisor			3.30%
M.	Audio-Visual Chairperson or one unassigned period (optional to Professional Staff Member)			2.60%
N.	Subject Area Chairperson			3.20%
O.	¹ Head Coach:	Football, Basketball	¹ 2	17.00%
			2	17.50%
			3	18.00%
			4	18.50%
			5	19.00%
P.	¹ Head Coach:	Wrestling, Swimming	¹ 2	11.00%
			2	11.50%
			3	12.00%
			4	12.50%
			5	13.00%
Q.	¹ Head Coach:	Baseball, Track, Volleyball and Soccer	¹ 2	10.00%
			2	10.50%
			3	11.00%
			4	11.50%
			5	12.00%
R.	¹ Assistant Coaches:	Football, Basketball	¹ 2	10.00%
			2	10.50%
			3	11.00%
			4	11.50%
			5	12.00%
S.	¹ Head Coach:	Tennis, Golf, Cross Country	¹ 2	5.00%
			2	5.25%
			3	5.50%
			4	5.75%
			5	6.00%

T.	¹ Assistant coach:	Baseball,	1 ²	5.00%
		Soccer, Wrestling,	2	5.25%
		Volleyball, Track,	3	5.50%
		Elementary Head	4	5.75%
			5	6.00%
U.	Athletic Directors			25.00%
	(Guidelines are on file in the Division of Athletics)			
V.	Assistant Athletic Directors			14.00%
	(Guidelines are on file in the Division of Athletics)			

Reserve teachers will be provided for coaches whose teams are competing at Sectional, District, Regional or State level when absence for the school day is required.

W.	Intramural Leader			3.90%
X.	Intramural Assistant			2.00%
Y.	Special Education Liaison			2.00%
Z.	Intervention Team Coordinator			2.00%
AA.	National Honor Society			2.00%
BB.	Cluster Leader			3.20%
CC.	Career Exploration			
	Chairpersons			\$600.00
	Patterson Building			\$300.00
	Chair Leaders			\$200.00
DD.	Job Coordinator – Patterson Co-op			\$175.00
EE.	Employee Education Development Liaison			\$375.00/per semester.
FF.	Technical Building Coordinator			2.00%
GG.	Expansion Committee			2.00%
HH.	Mentor			2.00%
II	Accountability Committee			2.00%
JJ.	J-ROTC Drill Instructor			17.5%

KK.	Merit Pay and Peer Review		2%
LL.	Master Teacher Committee:	1	7.50%
		2	5.00%
		3	5.00%

50.10.2 **Middle School**

A.	School Treasurer		7.50%
B.	Cluster Leader		3.20%
C.	Cheerleader Advisor (NTE 2 sessions per school year)		2.00%
D.	Eighth Grade Advisor		.70%
E.	Seventh Grade Advisor		.70%
F.	Newspaper Advisor		2.00%
G.	Yearbook Advisor		2.00%
H.	Pep Club Advisor		.70%
I.	Vocal Director/Orchestra Director		.35%
	Concerts, contests, special events; NTE 10; per event		
J.	Music - Theater Production		8.00%
	NTE 1 per school year (e.g. Voc. Director; Drama Director, Orchestra Director, Producer) (This amount to be divided by participating staff with concurrence of the Supervisor of Music and the Principal)		
K.	Band Director		
	TE 8; per performance		.35%
L.	Student Council Advisor (1)		1.50%
M.	Safety Patrol (K-3 buildings)		2.10%
N.	Book Room		2.00%
O.	Sports Coordinator (Guidelines are on file in the Division of Athletics) maximum		7.50%
	Per Season		2.50%
P.	Intramural Leader		4.00%
Q.	Intramural Assistant		2.00%
R.	Head Coach	1 ²	5.25%
		2	5.50%
		3	6.00%
		4	6.50%
		5	7.00%

S.	Assistant Coach	1 ²	5.00%
		2	5.25%
		3	5.50%
		4	5.75%
		5	6.00%
T.	Intermediate Special Education Liaison		2.00%
U.	Audio-Visual Chairperson		2.00%
V.	Intervention Team Coordinator		2.00%
W.	Jr. National Honor Society		2.00%
X.	Career Exploration and Motivation Chairperson	\$350.00-\$650.00	
Y.	Employee Education and Development Liaison	\$375.00/semester	
Z.	Technical Building Coordinator		2.00%
AA.	Expansion Committee		2.00%
BB.	Mentor		2.00%
CC.	Accountability Committee		2.00%

50.10.3 Elementary School

A.	Cluster Leader		3.20%
B.	School Treasurer (PK-6)		3.75%
	School Treasurer (PK-7,PK-8)		7.50%
C.	Safety Patrol		2.10%
D.	Student Council Advisor		.90%
E.	Music/Art: (NTE 3 for (PK-6) and NTE 8 for (PK-7 or 8) contests, concerts, or special events per school year approved by the Supervisor and Principal)		.35%
F.	Intramural Activities		3.50%
G.	Book Room		2.00%
H.	Audio-Visual Chairperson		1.00%
I.	Special Education Liaison		2.00%
J.	Intervention Team Coordinator		2.00%
K.	Career Motivation and Career orientation Chairpersons	\$350.00-\$650.00	
L.	Principal Aides	\$750.00	
M.	Employee Education and Development Liaison	\$375.00/semester	
N.	Technical Building Coordinator		2.00%
O.	Expansion Committee		2.00%

P.	Mentor	2.00%
Q.	Accountability Committee	2.00%
R.	Director of Intramurals (2)	\$3400.00
S.	LPDC	10.00%
T.	Testing Coordinator (all levels)	3.30%

*Coordinator has data on file as to distribution.

50.10.4 If the Central Administration requests participation of any of the above persons for special performances, compensation will be provided. Remuneration will be consistent with that provided in the appropriate category.

Payment for the positions herein listed shall be paid to the individual(s) fulfilling a supplemental contract. Supplemental contracts may be divided between two (2) or more individuals, and the BOARD reserves the right to not fill a supplemental position set forth herein.

ARTICLE FIFTY-ONE STRS PICK-UP UTILIZING THE SALARY METHOD

51.01 STRS Pick-Up

The BOARD shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the BOARD as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-38. They shall continue to be designated as employee contributions as permitted by Attorney General opinion 82-097, in order that the amount of the employee's income reported by the BOARD as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked up" by the BOARD. The amount designated as "picked up" by the BOARD shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the BOARD's total contribution to the State Teachers Retirement System increased thereby.

51.01.1 The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation including supplemental earnings thereafter.

51.01.2 The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/ employer contributions.

51.01.3 Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in the Professional Staff Member's contract).

51.02 **Requirements of STRS Pick-Up**

Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum, salary schedule pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.

ARTICLE FIFTY-TWO AUTHORIZED PAYROLL DEDUCTIONS

52.01 **List of Payroll Deductions**

The following payroll deductions shall be permitted without cost to the Professional Staff Member:

- 52.01.1 Payroll deduction for Dayton Area School Employees' Federal Credit Union for all Professional Staff Members eligible to participate in the Dayton Area School Employees' Federal Credit Union.
- 52.01.2 Payroll deduction for income protection insurance for all Professional Staff Members from among the carriers approved by the Treasurer and the ASSOCIATION.
- 52.01.3 Payroll deduction for the United Way for all Professional Staff Members who elect to participate in the United Way by executing the United Way payroll deduction authorization.
- 52.01.4 Payroll deduction for the premium cost of any insurance premiums due from the Professional Staff Member for an insurance secured through the BOARD.
- 52.01.5 Payroll deduction for ASSOCIATION dues and fair share fees in accordance with Section 52.03.
- 52.01.6 Payroll deduction for such other purposes mutually agreeable to the Treasurer of the BOARD and the Professional Staff Member or as required by law.
- 52.01.7 Payroll deduction through amendment of CONTRACT salary for all Professional Staff Members wishing to participate in a tax sheltered annuity program. There shall be one (1) open enrollment period each year between September 1 through November 30. Salary deducted for such annuities shall be transmitted to the appropriate annuity company no later than three (3) work days following the payroll date.
- 52.01.8 Payroll deduction for the purchase of STRS service credit.
- 52.01.9 Payroll deduction for contributions to the Section 125 Flexible Benefit Plan outlined in Section 49.11.
- 52.01.10 Such deductions shall be made at a time convenient to the deduction schedule.

52.02 **Timeliness of Remittances**

All sums deducted from the payroll of a Professional Staff Member will be promptly remitted by the office of the Treasurer to the Fiscal Agent for the purpose of the withholding.

52.03 **ASSOCIATION Dues**

52.03.1 Authorization for payroll deductions for membership dues in the ASSOCIATION and other affiliated or parent organizations of the ASSOCIATION, including the National Education Association, the Ohio Education Association, and the Western Ohio Education Association, shall be on an annual basis. The total amount of the deduction will be prorated into fifteen (15) equal installments for twenty (20) pay employees and twenty (20) equal installments for 26 pay employees, effective with the pay period mutually agreed upon in writing as the starting point by the President of the ASSOCIATION and the Treasurer of the BOARD. Said deduction shall continue in full force and effect until such time as the Professional Staff Member gives written notice to the Treasurer of the BOARD to discontinue the deduction, or the ASSOCIATION gives notice to the Treasurer of the BOARD that the Professional Staff Member has terminated his/her membership in the ASSOCIATION. Upon such notification, the Treasurer of the BOARD shall commence the check-off of fair share fees as authorized in Section 1.06 of this CONTRACT.

52.03.2 The ASSOCIATION agrees to hold the BOARD harmless from any liability that may be incurred to any person or persons due to the BOARD's good faith enforcement of this provision.

52.04 **Electronic Transfers**

Direct deposit of payroll is available for those Professional Staff Members who wish to use this convenience. Professional Staff Members may enroll by completing forms available in the Payroll Department and the Human Resources Department.

The Professional Staff Member may cancel direct deposit of payroll at any time by completing forms available in the Payroll Department and the Human Resources Department.

The net pay of the Professional Staff Member will be deposited via electronic transfer to the account or accounts at the financial institution selected by the Professional Staff Member no later than the pay date. If the pay date is other than a regular pay date, the electronic transfer will be made no later than the pay date that paychecks are distributed.

Effective with the 2002-2003 school year, direct deposit of payroll is required for all newly hired Professional Staff Members. Professional Staff Members subject to this provision do not have the option of canceling direct deposit of payroll.

ARTICLE FIFTY-THREE SEVERANCE ALLOWANCE

53.01 **Severance Rights**

Pursuant to Section 124.391 of the Revised Code of Ohio, the following policy shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of a Professional Staff Member.

53.02 **Eligibility for Severance**

A Professional Staff Member is eligible for severance if (s)he is a person who:

- has been employed by the BOARD continuously for a period of at least five (5) years prior to the date of retirement
- accrues sick leave pursuant to the provision of the Revised Code of Ohio
- is eligible to receive a retirement pension benefit as a result of employment by the BOARD pursuant to the provisions of the Revised Code of Ohio
- retires from the employ of the BOARD after the effective date of this CONTRACT.

53.03 **Conversion Factor**

All sick leave accumulated by the Professional Staff Member, to a maximum of one hundred eighty (180) total days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of accumulated and unused sick leave converted. The maximum number of days paid as severance pay under this article shall be forty-five (45) days.

53.04 **Elimination of Sick Leave**

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Professional Staff Member at that time. Payment shall be based on the Professional Staff Member's rate of pay at the time of retirement. Such payment shall be made only once to any Professional Staff Member.

53.05 **Severance Account**

The following Severance Account shall be effective:

Professional Staff Members must accumulate the maximum 250 days of sick leave to be eligible to accumulate days in the Severance Account.

- Excess sick leave days beyond the 250 maximum will be transferred into a Severance Account for the Professional Staff Member.
- Severance Account days may not be used as sick leave days.
- Accumulated Severance Account days will be paid at a ratio of 1 day's pay for each 4 days of accumulated Severance Account days at the time of retirement maximum payment of Severance Account days is limited to 45 days.

ARTICLE FIFTY-FOUR EXTENDED TIME ASSIGNMENTS

54.01 Establishment of Rates of Compensation

All extended time assignments shall be awarded on a per diem rate. If the extended time is a supplemental contract, it must be bargained.

54.02 Requirement for Extended Time

Involvement in extended time outside the regular contractual year will be voluntary on the part of each Professional Staff Member.

54.03 Payment for Extended Time

The BOARD will make every effort to make sure the payment for extended time will be made no later than one (1) month following the performance of such work.

**ARTICLE FIFTY-FIVE
SCHOOL NURSES**

55.01 Nurses Meetings

The Director of Health Services will schedule one regular nurses' meeting per month. At the discretion of the Director of Health Services and as dictated by conditions, additional meetings may be scheduled. Meetings may not extend longer than the nurses' regular hours.

The Director is to distribute a written agenda at least twenty-four (24) hours before the meeting, if possible.

55.02 Nursing Supplies

To the extent practicable, each school building will have uniform equipment and supplies for the administration of first aid as shall be determined to be necessary by the Director of Health Services.

55.03 Nursing Work Environment

The Building Principal will consult with the nurse about the establishment of a clinic area with appropriate supplies in each building. After consultation, every reasonable effort will be made to provide the following:

- A designated clinic area with sink, toilet, chairs and other equipment necessary for clinic activities
- A designated area for confidential conversation, which shall be a private room
- A designated area for supervision of ill children
- Reasonable means of securing confidential medical record and medication

- A phone in the designated clinic area
- Access to all medical records

55.04 Reserve Nurses

If a nurse is on a long-term absence, the Director of Health Services will, to the extent possible and practicable, provide coverage for the absent nurse.

55.05 Nurses' Use of Clerical Services

School nurses will be permitted to utilize the clerical services of the school.

55.06 Nurses' Planning Time

Nurse shall have a minimum of thirty (30) minutes of planning time per day,

55.07 Nurses' annual professional accountability requirements will be equal to teacher requirements, and credit will be given for requirements completed to satisfy Ohio Nursing/School Nursing Licensure. Copies of documentation sent to the Ohio Board of Nursing will be forwarded by Health Services Department to the Professional Development Department.

**ARTICLE FIFTY-SIX
LIBRARY/MEDIA CENTERS**

56.01 Requirement for Library/Media Centers

The BOARD shall provide full time Library/Media Professional Staff Members in each middle school and high school. Field Library/Media Specialists shall be provided at the elementary level.

56.02 Library/Media Budget

The BOARD will provide an annual operating budget for Library/Media centers based on minimum state standards. The School Faculty Council and the school Librarian/Media Center personnel will make recommendations to the school Principal for each school's annual appropriations budget.

56.03 Evaluation of Library Needs

Existing collections may be evaluated by the School Faculty Council and/or the School Librarian/Media Center personnel for the purpose of making recommendations to the Library/Media Services Department regarding acquisition or changes required to provide for the range of curriculum needs within each individual school building.

56.04 Library Schedule

The Building Principal will set the Library/Media Center schedule in accordance with the individual school's philosophy, the Library/Media Center's facilities and the staff. The Library/Media Center shall be open the first day of school. Desired changes in the Library/Media Center schedule will be discussed with the School Faculty Council.

ARTICLE FIFTY-SEVEN COUNSELORS

57.01 Counselor's Immediate Supervisor

A school counselor shall be directly responsible to the Building Principal or his/her designated representative.

57.02 Implementation of Goals

It will be the responsibility of the Building Principal and the Building Counselors to implement the "Essential Minimum Goals" as established by the Superintendent's designee and to establish additional goals important or unique to a particular building.

57.03 Counselor's Working Conditions

To provide needed services to students, staff, and community, a counselor, will be:

- a professional educator with a graduate degree and certification in guidance and counseling by the State of Ohio
- available during the school day without permanently assigned duties unrelated to guidance activities. Nothing in this article will prohibit counselors from assisting with regular duties which are rotated among all Professional Staff Members assigned to the building. A counselor will not be responsible for developing the master schedule for the building to which (s)he is assigned. Counselors will not be used to cover an assignment in order to provide planning time to another Professional Staff Member.
- provided an office area conducive to effective counseling within the limitations of the building, as determined by the Building Principal
- provided the clerical services necessary to carry out the duties of the counselor position.

ARTICLE FIFTY-EIGHT INDIVIDUAL AND SMALL GROUP INSTRUCTORS

58.01 Work Environment of Small Group Instructors

The ADMINISTRATION will work with the Individual and Small Group Instructors to provide a quiet, uninterrupted place to work with students.

58.02 Instructional Period

Individual and Small Group Instructors will normally instruct each assigned student for the maximum of one (1) hour per day, provided the need for such time is established, student time is available, and the instruction is approved by the designated Administrator.

58.03 Calculation of Part Time Status

Individual and Small Group Instructors shall be considered part-time employees of the BOARD and will be regularly scheduled to work seven (7) hours per day. Such instructors shall be paid for hours worked at the rate set forth in Article Fifty of this CONTRACT. The regular work schedule will include:

Five (5) hours Student Contact Time - as per Article Eight

Thirty (30) minutes Lunch Period

Thirty (30) minutes Planning Time, One (1) hour Travel, Testing/IEP Writing and Parent/Professional Staff Member Conferences

If Instructors are employed for less than seven (7) hours per day, time for planning, testing/IEP writing, and parent/Professional Staff Member conferences shall be prorated according to the student contact hours worked. If an instructor is scheduled to work 5 ½ hours per day or less, that Instructor will not be entitled to a paid lunch period.

The maximum number of schools assigned to an Instructor shall be three (3). The Administration will endeavor to limit the number of assigned schools to less than three (3) in order to maximize student contact time.

58.04 Transfer of Small Group Instructors

Small Group Instructors shall be afforded transfer rights as set forth in Article Twenty-Five, provided, however, they shall be considered probationary employees during the first two years of a regular teaching contract. After the second year of the regular teaching contract, they shall be eligible for a continuing contract if requirements for such are met.

**ARTICLE FIFTY-NINE
MONTESSORI SCHOOLS**

59.01 Steering Committee

A steering committee will be established with elected representatives from each site. This committee will meet on a regular basis and review all Montessori issues. Professional Staff Members will have a right to submit agenda items. A written report will be given to each Professional Staff Member and to ASSOCIATION.

59.02 Class Size

Class size shall be no larger than 25 students, except in grades 7 – 8 where it will be 32.

59.03 Classroom Materials

The BOARD will provide approved classroom materials appropriate to each age grouping.

59.04 Use of Assigned Paraprofessionals

Instructional aides will be provided and shall be used in the classroom, within the guidelines of Section 12.08, as follows:

- one per kindergarten classroom
- one for every primary multi-aged grouped classroom (ages 6-9 years)
- one for every two elementary multi-age grouped classrooms (ages 9-12 years)
- one for every two middle school multi-age grouped classrooms (ages 12 – 13 years)
- one for every special education
- one for every Art classroom

Paraprofessionals shall accompany students to music and physical education classes unless otherwise agreed to by the Professional Staff Members involved.

The professional staff member in the Montessori school will be responsible for providing a written description of the assignments of the paraprofessional in the lesson plan.

59.05 Resource Centers

Resource centers at each site shall contain copies of appropriate student and Professional Staff Member instructional materials.

**ARTICLE SIXTY
PROFESSIONAL STAFF MEMBERS FOR OUT OF SCHOOL
AND HOSPITALIZED STUDENTS**

60.01 Work Environment

The ADMINISTRATION will work with Professional Staff Members of out of school and hospitalized students to provide a quiet uninterrupted place to work with students.

60.02 Hours of Assignment

Professional Staff Members will normally instruct each assigned student for ten (10) hours per two-week period, as determined by the designated administrator. Make-up hours may be authorized by the designated administrator for students unable to receive the scheduled instruction, such hours to be made up within the calendar year of regular instruction.

60.03 Pay Practices for Professional Staff Members of Out of School and Hospitalized Students

In order to establish equity with other Professional Staff Members in relation to time, responsibility and duties, the following pay practices will be followed for Professional Staff Members of out of school and hospitalized students:

60.03.1 Professional Staff Members of out of school and hospitalized students shall be considered part-time employees of the BOARD and will be scheduled to work a maximum of five (5) hours per day, except when compensation is due under 60.02. Such Professional Staff Members shall be paid for hours worked at the rate set forth in Article Fifty of this CONTRACT.

60.03.2 Make-up hours will be authorized as outlined in Section 60.02 above.

60.04 Staff Development Programs

Professional Staff Members for out of school and hospitalized students will be paid for required staff development programs at the rate authorized for other Professional Staff Members for specific programs. Attendance at a before school year orientation session and a closing school year session will be expected of all Professional Staff Members as a part of their acceptance of the instructional responsibility without additional compensation.

60.05 Holidays

Professional Staff Members will be paid for scheduled holidays and recess periods as recognized by the school calendar beginning with the third week of assigned instruction at the rate determined by the daily hours assigned for the preceding week prior to the holiday.

60.06 Personal Leave

Professional Staff Members will be paid for the personal leave day negotiated for other Professional Staff Members at the rate determined by the daily hours assigned for the preceding two-week pay period prior to the Personal Leave Day.

60.07 Additional Record Keeping Time

Professional Staff Members will be paid an additional two (2) hours per pupil per year for IEP writing, up to a maximum of ten (10) hours per year per Professional Staff Member. Example: If a Professional Staff Member has only three (3) students, the maximum would be an additional six (6) hours per year.

60.08 Additional Preparation Time

Preparation Time/New Students: An out of school Professional Staff Member will receive one (1) hour preparation time for each new student assigned, so long as the total work hours for the day do not exceed five (5) hours. In addition, an out of school Professional Staff Member will receive one (1) hour of paid time for completion of the necessary paperwork whenever a student assignment is terminated.

60.09 Cancellation of Pay

If a Professional Staff Member for out of school and hospitalized students is not notified by the close of the previous school day of the cancellation of a scheduled work hour, such Professional Staff Member for out of school and hospitalized students who reports to his/her assignment will receive his/her normal compensation for a canceled assignment.

ARTICLE SIXTY-ONE LONG-TERM RESERVE TEACHERS AFTER THE 60TH DAY

61.01 Movement to New Bargaining Unit

In accordance with Subsection 1.02.2 of this CONTRACT a reserve teacher shall become a long-term reserve teacher and a member of the bargaining unit on the 61st work day in the same position and shall remain a member of the bargaining unit until terminated in said position.

61.02 Placement on Salary Schedule

A long-term reserve teacher shall be placed on the salary schedule outlined in Article Forty-Six at the appropriate column and step as provided for in said article.

61.03 Assessment of Long-Term Reserve Teacher

The Building Principal or immediate supervisor shall evaluate a long-term reserve teacher if (s)he is working in the position for more than sixty (60) work days. A recommendation will be made to the Executive Director, Personnel Services or his/her designee, regarding the long-term reserve teacher's potential for hiring as a regularly contracted Professional Staff Member.

61.04 Automatic Nonrenewal

The appointment of a long-term reserve teacher will automatically terminate at the end of a school year, without the need for notification of non-renewal from the BOARD pursuant to the provisions of Section 3319.11, Ohio Revised Code.

ARTICLE SIXTY-TWO SPECIAL EDUCATION WORK STUDY COORDINATORS

62.01 Pay and Extended Time of Special Education Work Study Coordinators

Special Education Work Study Coordinators will be paid in accordance with the salary schedules set forth in Article Fifty of this CONTRACT. In addition, such coordinators may be extended up to 2.5 additional pays to insure adequate coverage of student employment throughout the entire calendar year. The selection of coordinators to work extended time shall be based on seniority within the "high incidence" area and within the "low incidence" area of the student population being served. Coordinators will be notified of the work schedule for the summer break on or before April 30th.

62.02 Flexible Time

Special Education Work Study Coordinators shall work 7.25 hours per day. The regular work hours shall be 8:00 a.m. to 3:15 p.m. The needs of the student population being served may require that coordinators flex their work schedules between the hours of 7:00 a.m. and 8:00 p.m., as approved by the Director of Special Education.

62.03 Scheduling of Work Days

Special Education Work Study Coordinators will work the same number of days each school year as regular classroom Professional Staff Members, but the actual days worked may be flexed in order to meet the needs of the student population being served. Decisions regarding which work study coordinator(s) will work during scheduled breaks will be jointly made by the coordinators and the Director of Special Education no later than September 30th of each school year. In the event a contract cannot be reached, the least senior coordinator(s) will be required to work the scheduled breaks.

62.04 Development of IEPs

Special Education Work Study Coordinators and the Special Education Professional Staff Members will jointly schedule time to be used for IEP development.

**ARTICLE SIXTY-THREE
AUXILIARY SERVICES PERSONNEL**

63.01 Auxiliary Services Defined

Professional Staff Members in Auxiliary Services provide services to the nonpublic schools according to Auxiliary services Regulations.

63.02 Work Year of Auxiliary Services

The work year of the Professional Staff Members in Auxiliary Services will conform as closely as possible to the calendar of the non-public school(s) they serve.

63.03 Auxiliary Counselors and Speech Therapists

Professional Staff Members who are employed as Counselors and Speech Therapists in the Auxiliary Services Program are regularly contracted Professional Staff Members and are considered full-time employees of the BOARD.

63.04 Work Day for Auxiliary Service

Individual and Small Group Instructors in Auxiliary Services will be regularly scheduled to work a minimum of six (6) hours per day. Such Instructors shall be paid for hours worked at the rate set forth in Article Fifty of this CONTRACT.

63.05 Exclusions of CONTRACT Provisions

The provisions of the CONTRACT shall apply to Individual and Small Group Instructors in Auxiliary Services except for the following: Articles Seven (except 7.03), Nine, Ten, Eleven, Sixteen, Thirty, Sixty, Sixty-Two and Sections 26.01, 26.02, 26.03, 26.04, 26.07, 26.10, and 58.03.

63.06 Counselors and Speech Therapists

The exclusions outlined in subsection 63.05 shall apply to Professional Staff Members employed as Counselors and Speech Therapists in the Auxiliary Services Program.

63.07 Faculty Council

An Auxiliary Services Program Faculty Council will be implemented based upon the provisions of Article Ten.

63.08 Handbook for Auxiliary Service

A handbook shall be jointly developed by the Professional Staff Members and the program supervisors that will outline the Auxiliary Services program procedures, and a copy shall be sent to the ASSOCIATION office.

**ARTICLE SIXTY-FOUR
CONTINUATION OF PAY/TRANSITIONAL DUTY**

64.01 Preamble

An employee who suffers a compensable workers' compensation injury, including being assaulted by a student, and who is temporarily and totally disabled as a result of the injury may be eligible to receive compensation from the Bureau of Workers' Compensation (BWC).

This Continuation of Pay is designed to cover injured employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the District by causing the BWC to set a lower claim reserve and hence a lower premium regarding each case.

This section does not affect or replace the employees' need to file claims with the BWC for medical treatment.

The goal of this section is to return the employee to employment with the District safely and at the earliest possible time following a work injury while positively impacting the BWC premium for workers' compensation coverage.

64.02 Continuation of Pay (COP)

COP is recommended to expedite payment, eliminate hardship to injured employees, and effectively manage lost time claim costs.

Definition: COP is the continuation of full hourly wages and benefits.

64.02.1 Continuation of Pay is not payable unless the employee makes a workers' compensation claim. It is certified by the District and the employee has provided all necessary documentation to Include any and all District Injury Report Forms, the BWC First Report of Injury (FROI), medical releases, MCO forms, Third-Party Administrator forms and any other related records required by the Risk Manager or Supervisor. COP shall only be approved if it is fiscally responsible for the District by positively impacting the District BWC premiums.

64.02.2 Continuation of Pay payments are computed on the basis of the employees' base rate of pay and normally scheduled hours, not to exceed forty (40) hours per week. Part-time employees will have payment pro-rated.

Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.

To allow for tracking of wages paid as a COP, the Continuation of Pay must be recorded using the appropriate payroll codes which the Treasurer shall provide for salaried and hourly employees. Payroll clerks shall properly code COP when paid.

An employee continues to accrue sick leave while on Continuation of Pay if they would have otherwise accrued such leaves.

64.02.3 Increments of COP must be approved by the Risk Manager when it is fiscally responsible for the District by having a positive impact on BWC reserves and premiums, and no one increment may exceed four (4) weeks. COP cannot exceed twelve (12) calendar weeks for any one claim over the lifetime of that claim. If the employee has not returned to work within the twelve (12) calendar week period and has not reached maximum medical improvement, he/she may then receive benefits from the BWC or use any available sick leave, but the employer will not be required to buy back any sick leave used.

64.02.4 Payments are made only for periods the employee would have been eligible for temporary total workers' compensation benefits for injuries and will be terminated upon return to work; when the Bureau of Workers' Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement, when an offer of transitional duty has been made by the District and declined by the employee, or, when twelve (12) calendar weeks of Continuation of Pay have been paid, whichever occurs first.

A return to work does not eliminate eligibility for the balance of Continuation of Pay in the future if a medically documented flair up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.

64.02.5 An injured employee receiving Continuation of Pay cannot concurrently receive, for the same period of time, any other District compensation (e.g. sick leave, supplemental contract pay, etc.) or temporary total compensation payments from the State of Ohio Bureau of Workers' Compensation.

Continuation of Pay may be paid for medical appointments documented under an approved transitional duty program and approved by the Risk Manager. (See Transitional Duty). This policy supercedes any prior practice of sick leave buyback, except as noted below, and COP shall not be charged to sick leave.

Time authorized under Continuation of Pay is an FMLA qualifying event.

64.03 **Eligibility for COP**

- 64.03.1 An employee must be employed by and/or be on contract with the District and be receiving wages from the District to remain eligible for COP, the employee must remain eligible to receive wages and/or be on contract. For example, no contract employee or other employee not required to work, such as during Summer and Intercession breaks, shall receive COP during the time that they are not ordinarily required to work.
- 64.03.2 An employee must sign a Continuation of Pay reimbursement agreement.
- 64.03.3 The date of injury must occur in a year in which the District's merit rating or retrospective premiums will be impacted. Currently, the date of injury must occur during the most recent four, full calendar years or during the current calendar year, and, until I/1/01, in 1992, and, until I/1/02, in 1993. If a workers date of injury makes him/her ineligible for COP, then in that case, the employee may use accumulated sick leave, as provided in other provisions. and if the employee assigns their BWC check for the payment of temporary total disability to the District, then the Treasurer will recredit sick leave in the amount of the BWC check.
- 64.03.4 The employee must be totally disabled from all employment and must miss more then seven (7) calendar days; or, qualify for Continuation of Pay under Transitional Duty policy with reimbursement for documented medical appointments or gradual return to work program.
- 64.03.5 An employee is not paid Continuation of Pay for the first seven (7) days until after fourteen (14) consecutive days of total disability as determined by the Bureau of Workers' Compensation, except as when Transitional Duty policy may apply.
- 64.03.6 The claim must be certified by the District. If a claim is rejected by the District, but allowed by the BWC or the Industrial Commission, Continuation of Pay is paid retroactively, provided it is advantageous to the Districts BWC premium and provided the provisions of this policy are fulfilled. An employee may use sick, vacation, or personal time pending a decision on allowance. This time is reimbursed hour for hour upon allowance by the BWC or the Industrial Commission.

The employee must cooperate at all times in meeting with and in responding to information requests of the MCO, BWC, the Risk Manager, and health providers.

64.04 **Transitional Duty**

Transitional Duty is designed to allow an employee to safely return to work with temporary physical limitations and restrictions which may prevent the employee from performing all of his or her assigned duties.

Transitional Duty applies only to work-related workers' compensation injuries or illnesses and is not to be considered as an official position or job. Transitional Duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her existing job classification and seniority.

Transitional Duty is applicable only when it is deemed medically reasonable that a full recovery is expected to occur within twelve (12) weeks. Transitional Duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Transitional Duty is not available if the employee has reached maximum medical improvement as determined by the Bureau of Workers' Compensation.

64.04.1 To be eligible for Transitional Duty, an employee must complete all related injury investigation forms, First Report of Injury (FROI) form, medical releases, and any other documents required by the physician, the Managed Care Organization (MCO), the employer, and the Third-Party Administrator.

64.04.2 Transitional Duty is implemented upon the availability of Transitional Duty by the employer. Full regular wages are paid during Transitional Duty.

The Treasurer shall use a payroll code for salaried and another code for hourly employees working in Transitional Duty to allow for proper tracking of Transitional Duty.

64.04.3 Transitional Duty can be less than full time with Continuation of Pay paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentations. For example, an employee normally scheduled for eight (8) hours per day is released to return to work four (4) hours and attends physical therapy the remaining four (4) hours. In this situation, he will work four (4) hours and receive his regular wages and then receive four (4) hours of Continuation of Pay upon submission of supporting medical documentation of the time spent in therapy.

64.05 **Coordination of Transitional Duty**

Transitional Duty is applicable to compensable injuries as determined by the Bureau of Workers' Compensation whether lost time or medical only. Once an employee returns to work under the Transitional Duty program, Continuation of Pay is payable in medical-only claim. For example, if an employee is off four days and returns to work under an approved Transitional Duty program, the four days will not be considered Continuation of Pay. If, however, the employee returns to work under Transitional Duty and must then be excused for physical therapy or doctor visits in order to continue Transitional Duty and recover from a work-related injury, Continuation of Pay is payable while the employee is off the work site. The employee shall provide to his or her supervisor appropriate medical documentation supporting attendance. Appropriate medical

documentation should include the date, time in and time out, and the medical provider's signature.

64.06 Use of Continuation of Pay

Continuation of Pay is not payable for medical appointments once the employee is released to full duty, has exhausted all available Continuation of Pay.

An employee on Transitional Duty who has exhausted all available Continuation of Pay, may elect to use available paid leave or leave without pay if they are still unable to return to work.

64.07 Transitional Duty and Outside Job

An employee cannot work a second job within or outside of the District and work Transitional Duty unless approved by the Risk Manager.

The goal of Transitional Duty is to return the employee to his regular job and department, but other work within the department would be appropriate if the employee is unable to do any part of his regular job. Work outside of his immediate department can be considered if work is not available within his department.

64.08 Refusal of Transitional Duty

64.08.1 If an employee is offered Transitional Duty and refuses a Transitional Duty offer within his or her medical limitations, the employee is not eligible for Continuation of Pay. The employee will not be eligible for temporary total benefits from the Ohio Bureau of Workers' Compensation when a valid Transitional Duty offer has been made and declined. The District will notify the Ohio Bureau of Workers' Compensation of any refusal to accept a Transitional Duty offer that is within the medical limitations.

64.08.2 An employee may elect to use sick leave, if the employee refuses Transitional Duty, but no buy-back of the leave taken shall occur. All leave taken for a work-related injury should be reviewed for FMLA qualification.

A Transitional Duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand delivered to the employee. If hand delivering the offer, be sure to obtain the injured workers signature and date received on the employees copy.

Time spent in Transitional Duty is considered time worked for employees still in their probationary period.

64.09 Maintaining Transitional Duty

To remain eligible for this COP/Transitional Pay, the Employee must cooperate with, meet when reasonably requested, and respond to information requests from the Managed Care Organization (MCO), Third-Party Administrator (TPA), Risk Manager, health providers, and his/her supervisor.

ARTICLE SIXTY-FIVE

OCCUPATIONAL AND PHYSICAL THERAPISTS

65.01 Occupational and Physical Therapy Services

Professional Staff members in Related Services will provide occupational and physical therapy services to all students in Dayton City School District according to regulations as identified in a student's IEP.

All occupational and physical therapy staff members are directly supervised on a monthly basis under the direction of the Associate Director of Related Services.

65.02 Faculty Meetings

Mandatory faculty meetings for occupational/physical therapists will be held on a monthly basis under the direction of the Associate Director of Related Services.

65.03 Non-Instructional Duties

To provide needed services to students, staff and community, an occupational/physical therapist will be available during the school day without permanently assigned duties unrelated to another Professional Staff Member.

Occupational/physical therapists will not be used to cover an assignment in order to provide planning time to another Professional Staff Member.

65.04 Professional Accountability Requirements

All occupational/physical therapists' professional accountability requirements will be satisfied by maintaining the state licensure requirements to practice occupational/physical therapy in the state of Ohio as outlined by the state guidelines provided by the state of Ohio Occupational Therapy, Physical Therapy and Athletic Trainers Board.

65.05 Evaluation Process

65.05.01 All evaluations of occupational/physical therapists will be directed by and documented by the Associate Director of Related Services with input from the principal(s). Evaluation criteria will be administered as outlined by the State of Ohio's Code of Conduct for Occupational Therapy, Physical Therapy and Athletic Trainers Board.

65.05.02 The parties shall establish an evaluation instrument to be incorporated into the contract. The parties will appoint a joint committee to develop an evaluation by consensus. Both sides will work in good faith to develop the instrument. The instrument will be adopted and implemented by the end of December, 2004.

65.06 Discipline of Occupational and Physical Therapists

All formal and informal discipline procedures concerning occupational and physical therapists will be administered by the Associate Director of Related Services in accordance with the procedures of Article Twenty-six and Article Forty-eight.

65.07 Planning and Development Time

Occupational/physical therapists will independently schedule time to be used for treatment planning, documentation, supervision of assistants, scheduling of evaluations, attendance at IEP/MFE meetings and IEP development. Schedules will be reported to the principal(s) and the Associate Director of Related Services.

ARTICLE SIXTY-SIX SPEECH LANGUAGE PATHOLOGISTS AND AUDIOLOGISTS

66.01 Speech-Language Pathology and Audiology Services

Professional staff members in Related Services/Auxiliary Services who hold appropriate credentials will provide speech/language therapy and audiological services to students served by the Dayton Public School District according to regulations as identified in a student's Individualized Education Program (IEP), Operating Standards for Ohio's Schools Serving Children with Disabilities, and national guidelines. All speech pathology and audiology staff members are directly supervised by the Associate Director of Related Services.

66.02 Staff Meetings

Mandatory staff meetings for speech-language pathologists and audiologists will be held a minimum of six (6) times per school year by the Associate Director of Related Services. This will serve as the required faculty meeting.

66.03 Non-Instructional Duties

To provide needed services to students, parents, and staff, the speech-language pathologists and audiologists will not be available during the workday to provide duties outside their scope of practice as defined by the Ohio Board of Speech Pathology and Audiology. Speech-language pathologists and audiologists will not be used to cover an assignment for another PSM.

66.04 Professional Accountability

All speech-language pathologists' and audiologists' professional accountability requirements will be satisfied by maintaining the state licensure requirements to practice speech-language pathology or audiology as outlined by the Ohio Board of Speech-Language Pathology and Audiology.

66.05 Evaluation

All evaluations of speech-language pathologists and audiologists will be directed and documented by the Associate Director of Related Services with input from the principal(s) when appropriate. Evaluation criteria shall be administered as outlined in Ohio's Code of Conduct for Speech-Language Pathology and Audiology.

66.06 Discipline

All formal and informal discipline procedures concerning speech-language pathologists and audiologists will be administered by building principal(s), the Associate Director of Related Services and the Executive Director of Special Education in accordance with the procedures outlined in Article Twenty-Six and Article Forty-Eight.

66.07 Planning and Development Time

Speech-Language Pathologists and Audiologists will independently schedule time to be used for treatment planning, documentation, scheduling of evaluations, attendance at IEP/MFE meetings, and IEP development. Speech Pathologists' schedules will be reported to the principal(s) and the Associate Director of Related Services. Since Audiologists work under a variable schedule, they will report to principals and the Associate Director of Related Services regarding the buildings they serve.

66.08 Caseload

Each Speech-Language Pathologist shall provide services to no more than eighty (80) students with IEPs.

Audiologists shall provide services to no more than one hundred (100) school-age children with disabilities or no more than seventy-five (75) preschool children with disabilities.

Speech-Language Pathologists will travel no more than fifteen (15) minutes between buildings without a reduction in caseload. Audiologists will travel no more than twenty (20) minutes between buildings without reduction in caseload.

Speech-Language Pathologists and Audiologists will provide services, which are driven by the student's IEP. Documentation is available to the Associate Director of Related Services. Caseloads will be consistent with the Ohio Department of Education Operating Standards.

**ARTICLE SIXTY-SEVEN
EFFECTS ON THE CONTRACT**

67.01 Duration

This CONTRACT shall be effective from June 7, 2011 through June 6, 2012. The BOARD or the ASSOCIATION will serve written notice on the other of its intention to terminate, amend or modify this CONTRACT, not more than one hundred and twenty (120) and not less than sixty (60) days prior to the expiration date. The BOARD and the Association agree to use an alternate settlement dispute procedure through the Federal Mediation and Conciliation Service, as opposed to the fact finding process contained in ORC 4117.14(C) and under Ohio Administrative Code Rule 4117-9-05(B),(C).

The statutory notice requirement contained in ORC 4117.14(D)(2) will remain in effect throughout the negotiations.

67.02 Implementation

- 67.02.1 The BOARD and/or ADMINISTRATION agrees that it will not, during the period of this CONTRACT, officially adopt or implement any condition of employment affecting Professional Staff Members that is not contained within this CONTRACT until such term or condition has been a subject of negotiations between the parties.
- 67.02.2 This CONTRACT supersedes any policy, rules, regulations or practices of the BOARD which may be contrary to or inconsistent with the terms of this CONTRACT.
- 67.02.3 At any time during the implementation of any aspect of this CONTRACT or in any situation which may lead to the implementation of any aspect of this CONTRACT, a Professional Staff Member will have the right to ASSOCIATION representation.
- 67.02.4 The BOARD agrees that any changes in terms and conditions of employment of Professional Staff Members will be in accordance with the negotiated contract. If any terms or conditions need to be changed as a result of SB55, 3314.20 ORC and Rules 3301-35-10, the BOARD and the ASSOCIATION will meet to negotiate any changes in accordance with Article 65.02.1.

67.03 Grammatical Interpretation

In reference to the terms of this CONTRACT, whenever the singular is used, the plural is also understood.

67.04 Severability

If any provision of this CONTRACT or any application of this CONTRACT to the BOARD, the ADMINISTRATION, the ASSOCIATION, or to any Professional Staff Members who are covered by this CONTRACT is found to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, and all other provisions of this CONTRACT shall continue in full force and effect.

That provision which has been found contrary to law shall be negotiated by the parties within thirty (30) days of such court decisions. Should the parties fail to reach agreement within sixty (60) days, the last best offer of both parties shall be submitted to expedited arbitration under the provisions of Article Three.

67.05 Non-Discrimination

Unless specifically stated otherwise, all aspects of this CONTRACT shall affect all Professional Staff Members equally and without qualification. The provisions of this CONTRACT shall be applied, and employees shall otherwise be treated without unlawful regard to the race, creed, color, religion, national origin, age, gender, handicap, sexual preference or marital status of any employee.

67.06 Management's Rights

All rights and powers heretofore possessed by the BOARD, except as otherwise specifically modified by express provisions of this CONTRACT, shall be retained solely and exclusively by the BOARD.

67.07 No Reprisals

The BOARD and the ASSOCIATION agree that there will be no reprisals of any kind taken against the employee for action taken relative to negotiations, and/or membership representation, and/or holding office in the ASSOCIATION, and/or for the formal filing of a grievance.

IN WITNESS WHEREOF, the parties executed this CONTRACT this 7th day of June, 2011.

BOARD OF EDUCATION OF THE
DAYTON CITY SCHOOL DISTRICT

By Nancy A. Nerny
Nancy A. Nerny, Board President

By Lori L. Ward
Lori L. Ward, Superintendent

By Stanley E. Lucas
Stanley E. Lucas, Treasurer

By Dwight Washington
Dwight Washington, District Attorney/
Representative

By Jennifer K. Naylor
Jennifer Naylor, Interim Executive Director
Legal & Labor Relations/ Representative

By Ed Sweetnich 6/10/11
Ed Sweetnich, Executive Director/
Representative

By Linnæ Clinton
Linnæ Clinton, Interim Director Curriculum
& Instruction/Team Member

By Sheila Burton
Sheila Burton, Accountability
Team Member

By Delores Evans
Delores Evans, Executive Director PreK-8
Team Member

DAYTON EDUCATION ASSOCIATION

By David A. Romick
David A. Romick, President/Team Member

By Sandra Lewis
Sandra Lewis, Teacher/Team Member-Chair

By Patricia A. Lynch
Patricia A. Lynch, Teacher/ Team Member

By Marjorie Punter
Marjorie Punter, Teacher/ Team Member

By Joni Watson
Joni Watson, Teacher/ Team Member

By _____
Don Messer, Labor Relations Consultant
Ohio Education Association
Designated Representative

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